

**ACT LEGISLATIVE ASSEMBLY MEMBERS'
STAFF ENTERPRISE AGREEMENT
2026 – 2029**

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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 2026-2029*.

A2 Main Purpose

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

A3 Application and Coverage

- A3.1 This Agreement applies to and covers all of the following:
- A3.1.1 The Chief Minister of the ACT on behalf of the Australian Capital Territory.
 - A3.1.2 Persons engaged under the *Legislative Assembly (Members' Staff) Act 1989* (ACT) 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.
 - A3.1.3 Members of the ACT Legislative Assembly.
- A3.2 Subject to the Fair Work Commission (FWC) noting in its decision to approve this Agreement that it covers these unions, this Agreement covers all of the following:
- A3.2.1 Community and Public Sector Union (CPSU)
 - A3.2.2 Media, Entertainment and Arts Alliance (MEAA)
 - A3.2.3 The Association of Professional Engineers, Scientists and Managers, Australia (APESMA, also known as Professionals Australia (PA))
 - A3.2.4 NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Branch of the Australian Municipal, Administrative, Clerical and Serviced Union (also known as United Services Union (USU))

A4 Commencement and Duration

- A4.1 This Agreement will commence operation 7 days after it is approved by the FWC.
- A4.2 The nominal expiry date of this Agreement is 31 March 2029.
- A4.3 The Chief Minister and unions covered by this Agreement agree to commence bargaining for a new replacement Agreement no later than 8 months prior to the nominal expiry date of this Agreement.
- A4.4 Copies of this Agreement will be made available, in paper or electronic form, to all employees covered by the Agreement.

A5 Operation of the Agreement

- A5.1 This Agreement is comprehensive and provides the terms and conditions of employment of employees covered by this Agreement, other than terms and conditions applying under applicable legislation.
- A5.2 Applicable legislation includes all of the following:
- A5.2.1 *Fair Work Act 2009* (Cth) (FW Act)
 - A5.2.2 *Legislative Assembly (Members' Staff) Act 1989* (ACT) (LAMS Act)
 - A5.2.3 Chief Minister's Determinations and Directions made under A5.2.2

- A5.2.4 *Public Sector Management Act 1994* (ACT) (PSM Act)
- A5.2.5 *Public Sector Management Standards 2016* (ACT) (PSM Standards)
- A5.2.6 *Financial Management Act 1996* (ACT) (FM Act)
- A5.2.7 *Work Health and Safety Act 2011* (ACT) (WHS Act)
- A5.2.8 *Holidays Act 1958* (ACT) (Holidays Act)
- A5.2.9 *Territory Records Act 2002* (ACT) (TR Act)
- A5.2.10 *Safety, Rehabilitation and Compensation Act 1988* (Cth) (SRC Act)
- A5.2.11 *Superannuation Guarantee (Administration) Act 1992* (Cth) (SG Act)
- A5.2.12 *Superannuation Industry (Supervision) Act 1993* (Cth)
- A5.2.13 *Discrimination Act 1991* (ACT)
- A5.2.14 *Public Health Act 1997* (ACT)
- A5.2.15 *Human Rights Act 2004* (ACT)
- A5.2.16 *Children and Young People Act 2008* (ACT)
- A5.3 This Agreement constitutes a closed agreement in settlement of all claims for its duration. Therefore, during the life of this Agreement, there will be no further claims that affect the provisions of this Agreement, except where these claims are consistent with the terms of this Agreement. This clause does not limit the rights to vary an agreement under the FW Act.
- A5.4 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES) of the FW Act. Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.
- A5.5 This Agreement prevails over ACT legislation, including the PSM Act and the PSM Standards and relevant policy statements and guidelines to the extent of any inconsistency.

A6 Authority of the Chief Minister

- A6.1 Nothing in this Agreement limits the power of the Chief Minister or the relevant Member to authorise a person to act for and on the Chief Minister's or the relevant Member's behalf.

A7 Flexibility Term

- A7.1 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 Member's office and of the individual employee (an individual flexibility arrangement).
- A7.2 The provisions of this Agreement that the Member and an individual employee may agree to vary through an individual flexibility arrangement are:
 - A7.2.1 Vacation childcare subsidy (subclause E9.1);
 - A7.2.2 Family care costs (subclause E10.1);
 - A7.2.3 Specialist duty payment (subclause C9.3);
 - A7.2.4 and Emergency duty (clause C16).
- A7.3 The Member must ensure that the terms of the individual flexibility arrangement meet all of the following:
 - A7.3.1 They would be permitted if the arrangement were an enterprise agreement.

- A7.3.2 They do not include a term that would be an unlawful term if the arrangement were an enterprise agreement.
 - A7.3.3 They will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- A7.4 The Member must ensure that the individual flexibility arrangement meets all of the following:
 - A7.4.1 It identifies the clause or subclause in A7.2 of this Agreement that the Member and the employee have agreed to vary.
 - A7.4.2 It sets out details of how the arrangement will vary the effect of the clause.
 - A7.4.3 It 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.
 - A7.4.4 It states the day the arrangement commences.
- A7.5 An individual flexibility arrangement made under this clause must be genuinely agreed to by the Member and the individual employee.
- A7.6 Except as provided in paragraph A7.7.2, an individual flexibility arrangement made under this clause must not include a provision that requires the individual flexibility arrangement to be approved, or consented to, by another person.
- A7.7 The Member must ensure that an individual flexibility arrangement made under this clause is made in writing and signed by the following:
 - A7.7.1 In all cases - by the employee and the Member; or
 - A7.7.2 If the employee is under 18 – by a parent or guardian of the employee.
- A7.8 The Member must give the employee a copy of an individual flexibility arrangement made under this clause within 14 days after it is agreed to.
- A7.9 The Member or the employee may terminate the individual flexibility arrangement by doing either of the following:
 - A7.9.1 Giving written notice of no more than 28 days to the other party to the arrangement.
 - A7.9.2 If both parties agree in writing, at any time.
- A7.10 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.

A8 Work Organisation

- A8.1 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.
- A8.2 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 Members' of the Assembly's business that becomes known to the employee during the employee's employment.
- A8.3 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.

- A8.4 Subject to subclauses A8.5 to A8.8 and limited to new employees of the Assembly whose employment with the Assembly commences on or after the commencement of this Agreement (new employee), the relevant corporate area will provide details of the new employee's employment to the relevant union(s) (irrespective of whether the employee has elected to become a member of the union).
- A8.5 The details of the new employee's employment which the relevant corporate area may provide to a relevant union is limited to the new employee's first name and surname, the ACT Government contact information for the new employee (email address and contact phone number), and the position and work area in which the new employee is engaged. The relevant corporate area will not provide the information to the union(s) until at least twenty-one (21) days after the new employee has commenced employment.
- A8.6 Subclause A8.4 does not apply if the Member has received written notification from the new employee, either prior to their commencement of employment, or within fourteen (14) days after their commencement, that he or she does not consent to the information specified in subclause A8.5 being shared with the relevant union(s).
- A8.7 Each of the unions referred to in subclause A3.2 who wish to receive the information referred to in subclause A8.5 must advise the ACTPS of the classifications covered by this Agreement which, in accordance with its rules, the union is entitled to represent. Upon receipt of that advice from the unions, the ACTPS will compile a schedule and provide it to the unions (Union Representation Schedule).
- A8.8 The relevant corporate area will only provide new employee information to the relevant union(s) under subclause A8.4 in accordance with the Union Representation Schedule and will do so on a monthly basis.

A9 Ensuring Fairness

- A9.1 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.
- A9.2 The Territory will work with employees to prevent and eliminate discrimination on the basis of sex, sexuality, gender identity, relationship status, status as a parent or carer, pregnancy, breastfeeding, race, religious or political conviction, disability, industrial activity, age, profession, trade, occupation or calling, association, or a spent conviction, in accordance with the *Discrimination Act 1991* (ACT).
- A9.3 The Territory acknowledges that racism, in both overt and subtle forms, is a form of discrimination that causes significant harm to employees and undermines human rights. The Territory commits to actively identifying, understanding and challenging systemic racism embedded in workplace systems, structures, policies and practices. The Territory is committed to creating and maintaining workplaces that are culturally safe, promote anti-racism, and ensure fair and equitable treatment for all employees. The Territory will not tolerate racial discrimination, harassment or vilification under any circumstances.
- A9.4 The Territory acknowledges the commitment and responsibilities that Aboriginal and Torres Strait Islander employees have to their community, and that Aboriginal or Torres Strait Islander identity is not left at the door when entering the workplace. The Territory recognises that Aboriginal and Torres Strait Islander employees have the capacity to make a unique and important contribution and bring a strength to the operations of the ACT and Legislative Assembly.
- A9.5 This Agreement provides a number of entitlements specific to Aboriginal and Torres Strait Islander employees in recognition of their community and cultural responsibilities. These responsibilities are ongoing and not confined to standard working hours.

Supporting Aboriginal and Torres Strait Islander employees to meet community and cultural responsibilities benefits the broader ACT community. The Territory supports Aboriginal and Torres Strait Islander employees to meet these responsibilities through the following entitlements:

- A9.5.1 Ability to request a flexible work arrangement (E2).
 - A9.5.2 Recognition for cultural expertise through a higher pay point (C7.3).
 - A9.5.3 Community language allowance (Annex B).
 - A9.5.4 Leave for Aboriginal or Torres Strait Islander Cultural or Community Obligations or Expectations (Annex C).
 - A9.5.5 Leave to attend Aboriginal and Torres Strait Islander meetings (Annex C).
 - A9.5.6 Leave to attend NAIDOC week activities (Annex C).
 - A9.5.7 Expansive definition of 'immediate family' which recognises those related to Aboriginal or Torres Strait Islander employees through kinship structures (Dictionary).
- A9.6 The Territory recognises that cultural and community responsibilities may place additional expectations on Aboriginal and Torres Strait Islander employees beyond those placed on other employees, and that Aboriginal and Torres Strait Islander employees may be culturally obligated to perform specific functions or undertake activities for their community. The Territory recognises that Aboriginal and Torres Strait Islander employees may experience cumulative psychosocial impacts from cultural responsibilities, intergenerational trauma, racism, and workplace isolation. The Territory commits to identifying and mitigating these risks through culturally appropriate support and fostering culturally safe workplaces.
- A9.7 Members must work collaboratively with Aboriginal and Torres Strait Islander employees to facilitate access to the entitlements contained in this Agreement in accordance with the relevant terms of those entitlements, and support employees to balance between cultural and community responsibilities, and workplace duties.
- A9.8 An Aboriginal or Torres Strait Islander employee may decline a request, direction or expectation to undertake work associated with their Aboriginal or Torres Strait Islander identity that falls outside the substantive duties of their position and for which they are not otherwise being remunerated specifically for performing that work through a higher pay point (C7.3).

A10 Promoting a Healthy and Safe Working Environment

- A10.1 The Territory is committed to promoting, achieving and maintaining the highest levels of health and safety for all employees.
- A10.2 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 WHS Act.
- A10.3 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 any of the following:
- A10.3.1 Organisational/environmental policies and programs.
 - A10.3.2 Awareness, training and education programs that promote healthy lifestyles assist employees to identify and reduce risk factors.
 - A10.3.3 Traditional and non-traditional physical activity programs.

A11 Developing Our People

- A11.1 This Agreement supports a performance culture that promotes ethical workplace conduct and rewards employees for their contribution towards the achievement of objectives.
- A11.2 It is acknowledged that professional development and performance management are important to employee development and to ensuring the relationship between Members', team and individual responsibilities are aligned to individual, team and organisational objectives.
- A11.3 An individual employee, in conjunction with their Member, may develop a professional development scheme which may include but is not limited to the following:
- A11.3.1 Identifying current and future skills gaps.
 - A11.3.2 Identifying personal learning and development needs.
 - A11.3.3 Initiating and participating in appropriate training, information and development activities as agreed in a performance plan.
 - A11.3.4 Identifying performance expectations and/or areas for improvement.
- A11.4 This Agreement is committed to supporting employees balance their hours of work and professional development activities alongside their family and other personal commitments.
- A11.5 Any performance management or professional development schemes will not include performance pay and will not be used for disciplinary purposes.

A12 Courses and Seminars

- A12.1 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.
- A12.2 Training may be available to employees in areas including, but not limited to, communications, office management, constituent management, electorate business, and areas identified in a professional development scheme under clause A11.
- A12.3 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.
- A12.4 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.
- A12.5 Studies assistance may be approved by the relevant Member following a request from an employee. Studies assistance is available for paid or unpaid study leave or for financial assistance to attend study at educational institutions in courses that are considered to be relevant to the employee's employment or captured in their professional development scheme, in accordance with guidelines issued by the relevant corporate area.

A13 Termination of Agreement

- A13.1 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.

A14 Employee Right to Disconnect

- A14.1 This clause supports employees health, safety, and work life balance by affirming their right to disconnect from work related communications outside of their working hours.
- A14.2 A Member must not directly or indirectly prevent an employee from exercising their right to disconnect under the FW Act.
- A14.3 An employee has the right to refuse to monitor, read or respond to contact, or attempted contact, from the Member outside of the employees working hours, unless where any of the following apply:
- A14.3.1 The employee is being remunerated for overtime under clause C2.4.
 - A14.3.2 The employee is eligible for Time Off in Lieu (TOIL) and is working beyond their ordinary working hours accruing TOIL under clause B4.
 - A14.3.3 The Member's contact is to notify the employee they are required to attend or perform work or give notice about their availability for duty.
- A14.4 Subclause A14.2 does not prevent the Member from contacting, or attempting to contact, an employee outside of the employees working hours in circumstances, including but not limited to, notify them of:
- A14.4.1 An emergency duty under clause C16.
- A14.5 Members and employees are encouraged to discuss and agree on reasonable expectations regarding contact outside of the employees working hours and where operational requirements require contact, arrangements should be clearly communicated and documented.

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:
- B1.1.1 *Ongoing or non-ongoing* 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 cadet.
 - B1.1.2 *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 unless specifically stated elsewhere in this Agreement.

B2 Probation

- B2.1 Where a person is employed on probation under the LAMS Act, the period of probation will ordinarily be no more than 6 months.
- B2.1.1 The probation period can only be longer than 6 months if it is in accordance with approved Training Scheme employment arrangements or where the period of probation has been extended following an assessment of performance.
- B2.2 The Member will, at the time an offer of employment on probation, inform the person in writing of the period of probation that will apply.
- B2.3 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.

- B2.3.1 To avoid doubt, an employee on probation is able to seek a review of the employee's probation under the Internal Review Procedures (Section J), except in relation to a decision to terminate the employee's employment.

B3 Hours of Work

- B3.1 In this clause employee refers to an employee, other than a casual employee.

Ordinary Hours of Work

- B3.2 The ordinary daily hours are 7 hours and 21 minutes for a full-time employee. The ordinary weekly hours are 36 hours and 45 minutes for a full-time employee.
- B3.3 A part-time employee will work less than the ordinary weekly hours of work for a full-time employee.
- B3.4 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.
- B3.5 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.
- B3.6 At the request of an employee, and with the agreement of the Member, the employee may work outside the span of hours stipulated at subclause B3.5. This provision is designed to add flexibility in exceptional circumstances and is not to be used to replace normal overtime provisions.
- B3.6.1 Where an employee requests to work outside the span of hours in accordance with subclause B3.6, these hours will be considered normal hours of duty and will not attract overtime payments or time off in lieu provisions on an hour for hour basis, unless otherwise agreed between the employee and the Member prior to the work being performed.

Meal Break

- B3.7 Unless there are exceptional and unforeseen circumstances, an employee will not be required to work for more than 5 hours without a meal break of at least 30 minutes' duration. Meal breaks will not count as time worked unless specifically provided for in this Agreement.
- B3.8 The term 'meal break' does not require the employee to partake of a meal during the break period.
- B3.9 An employee who works up to 6 hours in a day may, with the agreement of the Member, work up to 6 hours without a meal break to accommodate the employee's personal circumstances and work/life balance.

Rest Relief after Extra Duty

- B3.10 Unless a Member directs an employee to report for duty earlier, the employee must have a continuous period of 10 hours, inclusive of reasonable travel time, off duty (rest period) between ceasing extra duty following normal duty one day, and commencing normal daily hours of work the following day.
- B3.11 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 10 hours inclusive of reasonable travel time.
- B3.12 Where a Member directs an employee to return to duty without having had 10 consecutive hours off duty, inclusive of reasonable travelling time, the employee must:
- B3.12.1 Be paid at double the ordinary hourly rate of pay until the employee is released from duty for that period, and

- B3.12.2 The employee will then be entitled to be absent until the employee has had 10 consecutive hours off duty inclusive of reasonable travelling time, without loss of pay for any ordinary working time occurring during that absence.

B4 Time Off In Lieu (TOIL)

- B4.1 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.
- B4.2 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:
- B4.2.1 The opportunity to access TOIL credit, and
 - B4.2.2 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.
- B4.3 TOIL will only accrue on those hours worked in excess of 38 hours and 45 minutes in a week for a full-time employee, and proportionate hours for a part-time employee.
- B4.4 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 B3.5 without deduction from pay, and without additional payment, on an hour-for-hour basis, at ordinary time rates of pay.
- B4.5 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.
- B4.6 TOIL will, subject to operational requirements, be granted as soon as practicable after it is accrued, unless the employee requests otherwise.
- B4.7 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.
- B4.8 A Member must not approve TOIL where the employee has failed to keep suitable records of attendance for duty and absence from duty.
- B4.9 At the end of the settlement period, an employee can only accrue:
- B4.9.1 A maximum TOIL credit equal to 125 hours. Any TOIL accrued in excess of the maximum credit, at the end of the settlement period, will be forfeited.
 - B4.9.2 A maximum TOIL debit equal to 10 hours. Any debit in excess of the maximum debit, at the end of a settlement period, will be considered to be leave without pay and recovered in accordance with the overpayment process at clause D4.
- B4.10 A settlement period will comprise 2 weeks.
- B4.11 Where an employee has accrued 100 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 125 hours.
- B4.12 There is no provision to cash out TOIL credits during a period of employment with the Member.

- B4.13 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.
- B4.14 Accrued TOIL of up to one week of an employee's ordinary weekly hours as per subclause B3.2 will be paid out at the employee's ordinary rate of pay upon separation or cessation from the Assembly. This amount is limited by the Member's pre-determined salary cap.
- B4.15 Payment of TOIL will be on an hour for hour basis.
- Note: In Section B, salary cap is in reference to annual staff salary allocations provided to Members of the Legislative Assembly. Members must allow up to one week of TOIL cash out in their budgets when staff commence employment.

B5 Record Keeping

- B5.1 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, FW Regulations and the *Territory Records Act 2002* (TR Act).
- B5.2 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.

B6 Notice of Termination

- B6.1 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 2 weeks prior to the proposed date of the resignation.
- B6.2 The period of notice required in subclause B6.1 may be reduced by agreement in writing between the employee and the Member.
- B6.3 Where an employee's employment is to be terminated at the initiative of the Member, the employee may be paid a termination payment as set out in clause B7.
- B6.4 The termination payment under clause B7 will constitute payment or part payment of compensation in lieu of notice for the purposes of section 117 of the FW Act.
- B6.5 If the payment to which the employee is entitled to under clause B7 is less than that to which the employee would be entitled to under section 117 of the FW Act, the employee will be entitled to be paid compensation in lieu of notice equal to the difference between the termination payment in subclause B7.1 and the employee's entitlement under section 117 of the FW Act.
- B6.6 Where an employee is not entitled to a termination payment under subclause B7.1, the employee may be entitled to notice, or pay in lieu of notice, in accordance with section 117 of the FW Act.

B7 Termination Payment

- B7.1 Subject to this clause and subclause B7.2, 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 all of the following:
- B7.1.1 A payment based on length of service equal to:
- B7.1.1.1 Less than 1 years – 4 weeks salary.
 - B7.1.1.2 More than 1 year but less than 2 years – 5 weeks salary.
 - B7.1.1.3 More than 2 years but less than 3 years – 6 weeks salary.

- B7.1.1.4 More than 3 years – 8 weeks salary.
- B7.1.2 An additional sum equal to 3 weeks salary for each completed year of continuous service, up to a maximum of 40 weeks.
- B7.2 The following employees are not entitled to a termination payment under subclause B7.1:
- B7.2.1 An employee whose employment is terminated by resignation or dismissal for misconduct.
 - B7.2.2 An employee who has a right of return to secure employment in the public sector.
 - B7.2.3 An employee who is engaged for a fixed period, to fill a vacancy caused by a staff member being absent on leave.
 - B7.2.4 An employee who is engaged to undertake a specified project, where the project has been completed.
 - B7.2.5 A probationary employee.
 - B7.2.6 A casual employee.
 - B7.2.7 An employee who is immediately re-employed under the LAMS Act.
- B7.3 Where an employee is entitled to be paid redundancy pay under section 119 of the FW Act, any termination payment made under subclause B7.1 will be reduced by an amount equal to that redundancy payment.

B8 Additional Termination Payment

- B8.1 Termination Payments payable under clause B7 will be increased by 30 per cent where that payment is not treated as a genuine redundancy payment for the purpose of subdivision 83-C of the *Income Tax Assessment Act 1997*.

Note: The Termination Payment payable to an employee under clause B7 is currently not treated as a genuine redundancy payment for the purpose of subdivision 83-C of the *Income Tax Assessment Act 1997*.

B9 Payment on Death

- B9.1 Where an employee dies, or the Member has directed that an employee will be presumed to have died on a particular date, the relevant corporate area may make a payment or partial payment for unused leave credits and other entitlements directly to the dependants or the domestic partner, or to the legal personal representative, or to the estate, of the former employee of an amount that would have been paid had the employee ceased employment otherwise than because of the employee's death. The payment in respect of unused long service leave will be calculated in accordance with subclause F24.9.

Section C Rates of Pay and Allowances

C1 Part-Time Employment

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

C2 Casual Employment Arrangements

- C2.1 A casual employee is an employee who is employed by a Member to perform work:
- C2.1.1 By the hour or on an irregular or non-systematic basis, or to provide temporary assistance on such days as the Member may require.
 - C2.1.2 With no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.

Minimum Attendance

- C2.2 The minimum payment on each occasion when a casual employee is called for and attends for duty will be 3 hours, whether or not the casual employee is required to work for those 3 hours.

Rate of Pay

- C2.3 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 of 25 percent of the ordinary hourly rate of pay set out in Annex A to this Agreement for the employee's classification, in lieu of paid leave entitlements, other than long service leave and family, domestic and sexual violence leave, and in lieu of payment for public holidays on which the employee did not work.

Overtime

- C2.4 A casual employee is eligible to receive payment for overtime in accordance with this provision in respect of all hours worked in excess of 7 hours and 21 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.
- C2.5 In determining a claim or claims for overtime from a casual 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.
- C2.6 The loading paid under subclause C2.3 is not taken into account in the calculation of overtime payments.
- C2.7 A casual employee who is required to work overtime will be paid as follows:
- C2.7.1 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 3 hours, and at the rate of double time at the employee's ordinary hourly rate of pay for all hours thereafter.
 - C2.7.2 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.
 - C2.7.3 For overtime worked on a public holiday or on a substituted public holiday as defined in clause F10 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.
- C2.8 For the purposes of calculating overtime payments, each day's work will stand alone.

- C2.9 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.
- C2.10 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.
- C2.11 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.

Overtime Meal Allowance

- C2.12 A casual employee is eligible to receive payment of overtime meal allowances in accordance with Annex B.
- C2.13 The term 'meal break' does not require the employee to partake of a meal during the break period.

Payment for Public Holidays

- C2.14 A casual employee is not eligible for payment in respect of public holidays, unless the employee works on a public holiday.
- C2.15 Where a casual employee does work on a public holiday, the casual employee is entitled to the appropriate overtime payments described in paragraph C2.7.3 for all hours worked on the public holiday.

Leave

- C2.16 A casual employee is not eligible for paid leave other than long service leave and family, domestic or sexual violence leave and eligible leave types listed in Annex C.

Salary Progression

- C2.17 A casual employee is not eligible for salary progression as referred to in clause C7, 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.

C3 Pay Increases

- C3.1 Employees will be paid in accordance with the employee's classification and rates of pay set out in Annex A to this Agreement.
- C3.2 Increases to pay rates for all classifications set out in Annex A of this Agreement will be:
 - C3.2.1 1.5% from commencement of the first full pay period on or after 1 July 2026.
 - C3.2.2 1.5% from the commencement of the first full pay period on or after 1 February 2027.
 - C3.2.3 1.5% from commencement of the first full pay period on or after 1 July 2027.
 - C3.2.4 1.5% from the commencement of the first full pay period on or after 1 February 2028.
 - C3.2.5 1.5% from the commencement of the first full pay period on or after 1 July 2028.
 - C3.2.6 1.5% from the commencement of the first full pay period on or after 1 February 2029.

C4 Cost of Living Payment

- C4.1 Where the annual Canberra Consumer Price Index (CPI) inflation figure is 3.5% or higher, a cost of living payment will be made to eligible employees.

- C4.2 Quarterly data on “All groups CPI; Canberra” that is published by the Australian Bureau of Statistics (ABS) will be used to calculate the annual CPI growth rate over the following periods:
- C4.2.1 June 2026 to June 2027; and
 - C4.2.2 June 2027 to June 2028.
- C4.3 If triggered, the cost of living payment will be made on the last payday of September in the relevant year.
- C4.4 For the purposes of this clause, relevant year refers to the calendar year that corresponds to the year the CPI calculation ends in.

Eligibility

- C4.5 Ongoing, non-ongoing and eligible casual employees who are employed on the eligibility date in the relevant year are eligible for the cost of living payment.
- C4.6 For the purposes of this payment, the eligibility dates are:
- C4.6.1 30 June 2027; and
 - C4.6.2 30 June 2028.

Rate of Payment

- C4.7 If triggered, the cost of living payment will be either:
- C4.7.1 \$600 where CPI is 3.5% - 3.99%; or
 - C4.7.2 \$1,000 where CPI is 4% or higher.
- C4.8 Despite clause C4.5, part-time employees working below 0.5 of the Full Time Equivalent (FTE) hours of their nominal position will have the cost of living payment paid on a pro rata basis based on their hours on the eligibility date.
- C4.9 Despite clause C4.5, eligible casual employees will receive the cost of living payment based upon the average weekly hours worked in the 26 pay periods preceeding the eligibility date. An eligible casual employee working an average of 0.5 FTE hours of their nominal position or more will receive the full cost of living payment. An eligible casual employee working below 0.5 FTE hours of their nominal position will have the cost of living payment paid on a pro rata basis based on their average hours.
- C4.10 Superannuation will be paid on the cost of living payment in accordance with the relevant superannuation fund rules.
- C4.11 The cost of living payment will be taxed in accordance with Australian Taxation Office (ATO) requirements.

C5 Method of Payment

- C5.1 Employees will be paid fortnightly in arrears and by electronic funds transfer into a financial institution account of the employee’s choice.
- C5.2 The relevant corporate area commits to paying employees their ordinary fortnightly pay on the appropriate payday.
- C5.3 The ordinary fortnightly pay will be based on the following formula:
- C5.3.1 $\text{Fortnightly pay} = \text{annual rate of pay} \times 12 / 313$.
- C5.4 A part-time employee will be paid pro-rata based on the employee’s agreed ordinary hours.
- C5.5 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.

C6 Payroll Deduction for Union Fees

- C6.1 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.

C7 Pay Points and Progression

- C7.1 On commencement an employee is entitled to be paid at the first pay point for the classification level.
- C7.2 Despite subclause C7.1, the Member may approve an employee on commencement to be paid at a higher pay point within that classification level. In considering the appropriate rate of payment the Member will take into account such factors as:
- C7.2.1 The employee's qualifications.
 - C7.2.2 The employee's relevant work and personal experience.
 - C7.2.3 The employee's current pay.
 - C7.2.4 The employee's ability to make an immediate contribution.
 - C7.2.5 Difficulties in attracting and retaining suitable employees.
- C7.3 For the purposes of subclause C7.2, the Member must consider the cultural expertise of an Aboriginal or Torres Strait Islander employee as comparable to qualifications and relevant experience, where it enables an immediate and substantive cultural contribution to the position.
- C7.4 Where a higher pay point takes into consideration the cultural expertise of an Aboriginal or Torres Strait Islander employee, this recognises the employee's capability to perform the duties and responsibilities of the position and does not create an obligation for the employee to undertake additional cultural duties or services.
- C7.5 For the purpose of subclause C7.2 'cultural expertise' in relation to an Aboriginal or Torres Strait Islander employee, means the employee's cultural knowledge, cultural skills, recognised cultural standing, and lived experience as a member of their community, where relevant to the duties and objectives of the position.
- C7.6 The relevant Member may, following a review under subclause C7.8, 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.
- C7.7 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 Employment Agreement.
- C7.8 An employee's performance and total remuneration will be reviewed on or immediately prior to the anniversary of their appointment each year by the relevant Member in consultation with the employee.
- C7.9 At the time of the review, the relevant Member will take into consideration any professional development scheme in place, the employee's work performance as well as the employee's attendance, diligence and efficiency in determining whether to pay the employee a single increment increase within the employee's relevant classification or a higher rate of pay.
- C7.10 The relevant Member will inform the employee whether the employee's work performance, attendance, diligence and efficiency have been satisfactory or unsatisfactory.
- C7.11 Where the employee is informed that the employee's work performance, attendance, diligence and efficiency have not been satisfactory, the relevant Member must:

- C7.11.1 Provide details to the employee, and
 - C7.11.2 Discuss with the employee what is required to achieve satisfactory work performance, attendance, diligence and/or efficiency in accordance with subclause I2.3.
 - C7.12 An eligible employee is entitled (subject to there being Underperformance or Discipline action undertaken in accordance with Section H – Workplace Values and Behaviours or Section I - Underperformance) to be paid a single higher increment from within their classification level on the anniversary date of their appointment with the Legislative Assembly, unless, a review under subclause C7.8 by the relevant Member has determined otherwise or incrementation is limited by the Member’s pre-determined salary cap.
 - C7.13 An eligible employee for the purposes of subclause C7.12 is an employee who has worked 12 months without incrementation and has not received an increment increase or a higher rate of pay as a result of a review of their performance and total remuneration under subclause C7.8 in those 12 months.
 - C7.14 Where the Member has undertaken a review for the purpose of subclause C7.8 and provided the Member’s salary cap as the primary reason for declining progression, the Member will recognise this in the employee’s workload and responsibilities until the next review.
- Note: In Section C, salary cap is in reference to annual staff salary allocations provided to Members of the Legislative Assembly. Members must allow for incremental salary progression in their budgets when staff commence employment.

C8 Temporary Performance

- C8.1 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 birth leave or long service leave.
- C8.2 Temporary performance will be available where the requirement to perform higher level work in the workplace is for a period of 1 day or more and the payment can be met within the Member’s approved salary cap.
- C8.3 The Member will make any such determination of salary under this clause in writing by issuing a new Employment Agreement for the relevant period.

C9 Specialist Duties Payment

- C9.1 The Specialist Duties Payment which is aimed at:
 - C9.1.1 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;
 - C9.1.2 Facilitating the retention of employees with specialist skills and qualifications that are in high demand in the market place; and
 - C9.1.3 Providing greater flexibility to Members in the use of the Member’s salary cap.
- C9.2 A Member may pay an employee a Specialist Duties Payment only where:
 - C9.2.1 The employee regularly performs identified duties that are critical to the operation of the Member’s office;
 - C9.2.2 The identified duties require specialist qualifications or specialist or high level skills;

C9.2.3 The skills required by the employee who performs the identified duties are in high demand in the market place;

C9.2.4 The employee would incur significant costs to replace.

The identified duties may include being available to work outside standard hours.

C9.3 The amount payable to an employee under subclause C9.2 will be up to a maximum of 10 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.

C9.4 The Specialist Duties Payment will be paid on periods of paid leave and termination payments.

C9.5 The Specialist Duties Payment will count as pay for all purposes including superannuation.

C9.6 The identified duties will be specified in the employee's Employment Agreement, together with the amount of the payment.

C9.7 The Specialist Duties Payment will be reviewed by the Member annually, and will cease when the employee ceases to perform the identified duties.

C9.8 Any payment made under this clause will be met from within the Member's salary cap.

C10 LAMS Allowance

C10.1 In this clause employee refers to employees other than casual employees. Overtime worked by casual employees will be remunerated in accordance with subclause C2.4.

C10.2 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 B4, and the reasonable additional hours provisions of the FW Act.

C10.3 Employees will be paid a LAMS Allowance instead of payment for all hours worked between the normal working hours of 36 hours and 45 minutes and 38 hours and 45 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.

C10.4 Employees will accrue Time off in Lieu (TOIL) only for those hours worked in excess of 38 hours and 45 minutes in a week for a full-time employee, and proportionate hours for a part-time employee, in accordance with clause B4.

C10.5 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 C2.4.

C10.6 The LAMS Allowance will be fixed at 7 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.

C10.7 The LAMS Allowance will be paid on periods of paid leave and termination payments.

C10.8 The LAMS Allowance will not count as salary for any other purpose, except for superannuation.

C11 Payment for Public Holiday Duty

C11.1 An employee, other than a casual employee, who works on a public holiday for a period that is:

C11.1.1 Not in excess of the employee's ordinary weekly hours, and

C11.1.2 Not outside of the employee's limit of daily hours, and

C11.1.3 Not in excess of the employee's ordinary daily hours, will be entitled to an additional payment of 150 percent of the employee's ordinary hourly rate of pay.

C12 Other Allowances

- C12.1 The Member may approve the payment of expense, disability and skill related allowances as provided for in this Agreement at Annex B.
- C12.2 The rates for all allowances provided for in Annex B of this Agreement will be adjusted by:
- C12.2.1 1.5% from the commencement of the first full pay period on or after 1 July 2026.
 - C12.2.2 1.5% from the commencement of the first full pay period on or after 1 February 2027.
 - C12.2.3 1.5% from the commencement of the first full pay period on or after 1 July 2027.
 - C12.2.4 1.5% from the commencement of the first full pay period on or after 1 February 2028.
 - C12.2.5 1.5% from the commencement of the first full pay period on or after 1 July 2028.
 - C12.2.6 1.5% from the commencement of the first full pay period on or after 1 February 2029.
- unless the contrary intention is stated for a specific allowance in Annex B.
- C12.3 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.
- C12.4 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.
- C12.5 Allowances payable to casual employees under this Agreement are not subject to the loading prescribed in subclause C2.3.
- C12.6 Unless the contrary intention is specifically provided, an allowance payable on leave is also payable on payments in lieu of leave for credits of the same leave type in accordance with the FW Act.
- C12.7 Note, this includes the 'cash out' of leave credits where available under this Agreement, and the payment of leave credits on separation from the ACTPS.

C13 Work Related Expenses

- C13.1 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

- C13.2 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.
- C13.3 The preferred arrangement for the payment of expenses under subclause C13.2 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

C13.2, subject to substantiation by receipted tax invoices or other acceptable documentation, are:

- C13.3.1 Reimbursement of reasonable travel expenses;
- C13.3.2 Use of corporate credit card by the relevant corporate area;
- C13.3.3 Cash advance; and
- C13.3.4 Use of cabcharge.

Motor Vehicle Allowance

- C13.4 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.
- C13.5 The rate of payment for the Motor Vehicle Allowance is set out in Annex B.
- C13.6 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:
 - C13.6.1 The Member's Assembly vehicle will be used wherever possible, and
 - C13.6.2 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

- C13.7 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

- C13.8 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 the reasonable cost of work-related calls and emails, data usage charges and other associated fees.
- C13.9 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 to the relevant corporate area requested supporting documentation.

C14 Reimbursement of Reasonable Relocation Expenses

- C14.1 Any payments made under this clause require the prior approval, and are at the discretion, of the Member and that the payment can be met within the Member's approved salary cap.
- C14.2 The purpose of this reimbursement is to provide financial assistance to employees recruited from interstate or overseas with the reasonable costs of relocation.
- C14.3 The Member or Speaker may approve a reimbursement payment to a prospective employee as the Member or Speaker 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

- C14.4 The relevant Member or Speaker will inform the prospective employee of the predetermined ceiling prior to the prospective employee's relocation.

- C14.5 In order for a prospective employee to be reimbursed costs, valid receipts must be provided.
- C14.6 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.
- C14.7 The Chief Minister or Speaker may approve payment in excess of the approved amount or ceiling in exceptional circumstances.
- C14.8 In the event that the employee terminates their employment with the Territory within 24 months of the date of commencement of employment and does not commence employment with another Member or an ACTPS business unit within one month, the employee may be required by the Chief Minister or Speaker to repay:
- C14.8.1 In the case the employee terminates employment within 12 months from the date of commencement of employment – 100 percent of the relocation reimbursement; or
 - C14.8.2 In the case the employee terminates employment more than 12 months and less than 24 months from the date of commencement of employment – 50 percent of the relocation reimbursement.

C15 Health and Wellbeing Initiative

Purpose

- C15.1 In recognition of the benefits of maintaining a healthy and productive workforce, employees who undertake, in their own time, approved health promotion activities will be entitled to a health and wellbeing reimbursement payment.

Eligibility

- C15.2 Employees are eligible to claim the health and wellbeing reimbursement payment where the employee has completed at least 6 months continuous service and the tax invoice is dated during employment with the Legislative Assembly. Casual employees are not eligible for this payment.

Entitlement

- C15.3 Having considered the requirements of this clause an employee may be reimbursed for approved health and wellbeing activity for expenses not exceeding \$250 per annum in accordance with the relevant policy.
- C15.4 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.
- C15.5 In order for the employee to be reimbursed costs, a completed application form and valid tax invoice(s) must be provided as proof of purchase and must clearly display the item(s) and cost of the item to support the claim.

Approved Activities

- C15.6 An approved health and wellbeing activity is an activity, including a preventative activity or therapy, which is generally accepted as improving health, fitness and/or wellbeing.
- C15.7 All activities to be claimed must fall within an eligible claim category. The categories are specified in the relevant application process policy.

C16 Emergency Duty

- C16.1 Where an employee is called to duty by a Member to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be paid for such emergency duty.
- C16.2 The time for which payment must be made under this clause includes time necessarily spent travelling to and from duty.
- C16.3 The minimum payment under this clause is 2 hours.
- C16.4 The rate of payment for emergency duty is double time at the employee's ordinary hourly rate of pay.
- C16.5 Employees called to duty under subclause C16 will not be eligible for payment of the LAMS allowance under clause C10 for hours worked.
- C16.6 Clause C16 applies where an emergency response is required following a written emergency declaration from either the ACTPS Head of Service, or under the *Public Health Act 1997*, or as notified by the Chief Minister.

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 relevant policies and guidelines.
- D1.2 The employee will meet all costs incurred as a result of the salary sacrifice arrangements under these provisions.
- D1.3 The employee's pay for superannuation purposes and severance and termination payments will be the gross pay that the employee would receive if the employee were not taking part in salary sacrifice arrangements.
- D1.4 Changes to salary sacrifice arrangements, including taxation changes, will not be a cause for further claims against the 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 their union(s), may present a case to request the Chief Minister, Treasury and Economic Development Directorate to undertake a classification/work value review of a position or group of positions.
- D2.2 The Chief Minister, Treasury and Economic Development Directorate (CMTEDD) must undertake the review in consultation with the employee, group of employees and their union(s).
- D2.3 The review will be conducted within a reasonable timeframe as consulted with the employee, group of employees and their union(s).
- D2.4 If following consultation at D2.2 CMTEDD decides not to proceed with a review request, CMTEDD will advise the relevant employee, group of employees and their union(s) of the decision, including reasons in writing.
- D2.5 Any classification/work value review will take into account the relevant:
 - D2.5.1 Work level standards.
 - D2.5.2 Position descriptions.
 - D2.5.3 Market and other relevant comparators including comparators that are considered pertinent to the skills, competencies and general responsibilities required of the position(s).
- D2.6 The relevant measures in D2.5 must be considered in comparison to the delegated responsibilities, mandatory qualifications and actual duties currently required to be undertaken in service of the position.
- D2.7 These provisions do not affect the right of CMTEDD to undertake a classification/work value review at its own initiative.
- D2.8 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 under clause G6.

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 ten percent of the first pay point of the Adviser Level 1 or equivalent 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 a debt owed to the Territory.
- 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 the relevant corporate area believes that an overpayment has occurred the relevant corporate area will work with the employee to establish the: Pay period(s) in which the overpayment occurred; and
- D4.3.2 Nature of the overpayment; and
 - D4.3.3 Reasons why the overpayment occurred; and
 - D4.3.4 Gross and net components of the overpayment.
- D4.4 Once the overpayment has been established in accordance with subclause D4.3 the relevant corporate area will provide the details of the overpayment, as per subclause D4.3, to the employee in writing and will consider whether it would be appropriate in the circumstances to waive part or all of the overpayment in accordance with section 131 of the FM Act.
- D4.5 For the purposes of these provisions, when considering whether a waiver is appropriate, the relevant corporate area will consider all the following compelling circumstances:
- D4.5.1 Financial hardship.
 - D4.5.2 The circumstances under which the debt arose.
 - D4.5.3 Other exceptional circumstances.
- D4.6 The relevant corporate area will provide the employee or their representative with an opportunity to respond or request a waiver within ten working days from the date the information at subclause D4.3 was provided. If the relevant corporate area does not receive a response within this timeframe, the overpayment process will continue in accordance with the following provisions in this clause.
- D4.7 Subsequent to the decision of whether to waive the overpayment or not in accordance with subclause D4.4 the relevant corporate area will advise the employee in writing, as soon as practicable, of all the following:
- D4.7.1 Decision as to what, if any, part of the overpayment will be waived.
 - D4.7.2 Process for recovery of the overpayment, if any.
 - D4.7.3 Proposed recovery rate, if any.
- D4.8 The relevant corporate area and the employee must make genuine efforts to agree on a reasonable recovery rate having regard for all of the circumstances prior to any recovery being made. Where agreement cannot be reached subclause D4.11 will apply.
- D4.9 Any such agreement in accordance with subclause D4.8 may include recovery of the overpayment by the relevant corporate area:
- D4.9.1 As a lump sum payment by the employee; or
 - D4.9.2 By payroll deduction from the employee's pay.
- D4.10 In respect to recovery action it may be agreed with the employee to adjust their leave credits instead of, or in combination with, a cash recovery under subclause D4.9, subject to the cashing out of leave limitation provisions in this Agreement.

- D4.11 Where the relevant corporate area and the employee cannot agree about the arrangements for recovery of an overpayment, the overpayment will be recovered in accordance with an arrangement as determined by the relevant corporate area in accordance with section 246 of the PSM Act.
- D4.11.1 Where recovery occurs in accordance with subclause D4.11 the overpayment will be recovered at the rate of up to ten percent of the employee's gross fortnightly pay, or such other rate determined by the relevant corporate area having regard for all of the circumstances.
- D4.12 Despite subclauses D4.8 and D4.11, the recovery period will not usually exceed 26 pay periods.
- D4.13 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. 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*:
- D4.13.1 Directs the recovery be waived, in part or in full, based on evidence provided by the employee of exceptional circumstance or that such recovery would cause undue hardship; or
- D4.13.2 Determines that an overpayment is not recoverable.
- D4.14 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 write-off of monies, will apply.
- D4.15 Any disputes about the application of these provisions should be addressed through the Dispute Avoidance/Settlement Procedures outlined at clause G6. Unless the employee agrees, recovery of monies will not occur while a dispute is in process.

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 or any other applicable allowance, and the employee requests, an offline payment for the amount owing will be made to the employee within 3 business days of the relevant corporate area receiving the request.

D6 Backfill

- D6.1 The approval of a request for a Member to exceed the Member's salary cap will not be unreasonably withheld, where the Clerk of the Legislative Assembly is satisfied that:
- D6.1.1 An employee on the Member's staff takes, or is to take, a period of paid leave exceeding 4 continuous weeks, and
- D6.1.2 The requirement for the leave is beyond the Member's control, and
- D6.1.3 The Member will be unable to exercise the Member's parliamentary duties without hiring a replacement during the period of the employee's absence.

D7 Superannuation

- D7.1 The Territory will provide employer superannuation contributions in accordance with the relevant legislative requirements.
- D7.2 In this clause, complying superannuation fund means a superannuation fund as defined by Section 45 of the *Superannuation Industry (Supervision) Act 1993* (Cth).
- D7.3 An employee who commences employment under the LAMS Act other than:

- D7.3.1 A former member of the Commonwealth Superannuation Scheme (CSS) or Public Sector Superannuation (PSS) defined benefit fund with an entitlement to rejoin that fund, or
 - D7.3.2 Employees who are members of the Public Sector Superannuation Accumulation Plan (PSSap), unless they are eligible to be members of the PSSap as a fund of choice,
- will have an employer funded superannuation contribution, as set out in subclause D7.5, paid to a complying superannuation fund nominated by the employee.
- D7.4 An employee may choose any approved superannuation fund as long as the fund can accept employer contributions by electronic funds transfer (EFT). If the employee's chosen fund cannot or will not accept additional contributions as outlined in subclause D7.5 and subclause D7.9, then the employee will be advised of their right to change funds, to enable such contributions to be made.
- D7.5 The Territory's employer contribution will be:
- D7.5.1 12.5% from 1 January 2026 to 31 December 2027.
 - D7.5.2 13% from 1 January 2028.
 - D7.5.3 A further 1% per pay, based on the employee's gross fortnightly Ordinary Time Earnings (OTE), for each pay period where the employee contributes 3% or more of their fortnightly OTE to their nominated superannuation fund (either in pre or post tax dollars) and where it is processed through the ACT Government's or Legislative Assembly's payroll system.
- D7.6 The salary for Superannuation Guarantee purposes will be calculated on the employee's Ordinary Time Earnings (OTE) within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- D7.7 An employee who is a member of the CSS or PSS defined benefit fund, or a former member with an entitlement to rejoin the CSS or PSS defined benefit fund, or a member of the PSSap, will receive the employer contributions specified by the fund rules for the relevant Superannuation plan.
- D7.8 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.
- D7.9 For employees who take paid or unpaid parental leave, including grandparental, and foster care leave, employer contributions (which will be calculated using the same formula as prescribed in subclause F14.28) will be made for an aggregate period equal to a maximum of 104 weeks of the parental leave (which includes paid and unpaid parental, grandparental and foster care leave), in accordance with the rules of the appropriate superannuation scheme. For clarification, the 104-week period includes separate shorter periods aggregating to 104 weeks, and does not need to be one continuous period.
- D7.10 The Government will, through CMTEDD, consult with unions and employees on changes to superannuation legislation that may be proposed by the Commonwealth.

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 supporting employees to reconcile work with their family and other personal commitments.
- E1.2 The Territory recognises the need to provide sufficient support and flexibility at the workplace to assist employees in achieving work and life balance and to meet their caring responsibilities, balanced against the operational requirements of the Member's office. While family friendly initiatives are important aspects of work and life balance, it is also important that all employees, at all stages in their working lives, are supported through this Agreement.
- E1.3 The Territory will promote a healthy work-life balance through facilitating flexible working arrangements, including hybrid work, in accordance with the provisions in this section. Hybrid work is a flexible working arrangement whereby offering employees have the option to work in various locations as agreed with their Member.

E2 Request for Flexible Working Arrangements

- E2.1 In addition to the circumstances provided at subclause E2.3 and subclause E2.5, an employee may apply to their Member for flexible working arrangements to support their work and life balance. The request by the employee must set out in writing the details of the change sought and the reasons for that change. The Member will respond to the employee's request within 21 calendar days of receiving the request, stating whether the request is approved and the reasons if the request is refused.
- E2.2 Nothing in this clause diminishes any provisions expressed elsewhere in this Agreement, where those entitlements are entitlements in their own right.
- E2.3 An employee may request flexible working arrangements, in accordance with the FW Act, in any of the following circumstances relating to the employee:
- E2.3.1 They seek working arrangements to suit their personal circumstances.
 - E2.3.2 The employee has a parental or other caring responsibility for a child of school age or younger.
 - E2.3.3 They have a caring responsibility for an individual with a disability, a terminal or chronic medical condition, mental illness or is frail and aged.
 - E2.3.4 They have a disability.

Note: An employee with a disability is also entitled to seek reasonable adjustment under the *Disability Discrimination Act 1992*.
 - E2.3.5 They are 55 or older.
 - E2.3.6 They are experiencing family or domestic violence.
 - E2.3.7 They are providing personal care, support and assistance to a member of their immediate family or household because they are experiencing family or domestic violence.
 - E2.3.8 They are pregnant.
 - E2.3.9 They are Aboriginal or Torres Strait Islander.
- E2.4 Where an employee with a disability makes a request under E2, the request must also be assessed as a request for reasonable adjustments under the *Disability Discrimination Act 1992*.

- E2.5 To assist employees in balancing work and personal commitments, flexible working and leave arrangements are provided throughout this Agreement. Examples of these flexible working and leave arrangements include, but are not limited to:
- E2.5.1 Flexible starting and finishing times (including at B3.4, B4).
 - E2.5.2 Ability to take a few hours off work, and make it up later (F2).
 - E2.5.3 Access to breast feeding facilities (E11).
 - E2.5.4 Access to personal leave for caring purposes for members of immediate family or household (F4).
 - E2.5.5 Home based work on a short or long term basis (E7).
 - E2.5.6 Part-time work (E4, E6).
 - E2.5.7 Job sharing (E5).
 - E2.5.8 Purchased leave (F9).
 - E2.5.9 Annual leave (F7).
 - E2.5.10 Long service leave (F24).
 - E2.5.11 Leave without pay (F23).
 - E2.5.12 Leave not provided for elsewhere (F23).
 - E2.5.13 Scheduling of meetings (E3).
- E2.6 The flexible working arrangement will be recorded in writing and run for a specified duration of up to 3 years. At the end of the flexible working arrangement's period of operation, unless a new flexible working arrangement is entered into, the default will be that the employee returns to their nominal working arrangement.
- E2.7 The Member may only deny an employee's request for flexible working arrangements or a variation to existing flexible working arrangements where there are reasonable business grounds for doing so and where all the following apply:
- E2.7.1 The Member has discussed the request with the employee.
 - E2.7.2 The Member has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangement to accommodate the employee's particular circumstances.
 - E2.7.3 An agreement has not been reached between the Member and employee.
 - E2.7.4 The Member has considered the consequences of the refusal for the employee.
- E2.8 Reasonable business grounds to deny a request include any of the following:
- E2.8.1 The new working arrangements requested by the employee would be too costly to implement, or would likely result in a significant loss in efficiency or productivity, or would likely have a significant negative impact on service.
 - E2.8.2 There is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee.
 - E2.8.3 It would be impractical to change the working arrangements of other employees or recruit new employees to accommodate the new working arrangements requested by the employee.
 - E2.8.4 It would be a genuine risk to the health and safety of an employee(s).

- E2.8.5 Demonstrable exceptional circumstances have arisen that mean the request cannot be approved.
- E2.9 The Member must inform the employee in writing of the decision to refuse the flexible working arrangement and the response must include all the following:
 - E2.9.1 Details of the reasons for the refusal.
 - E2.9.2 The reasonable business grounds for refusing the request.
 - E2.9.3 How the reasonable business grounds apply to the request.
 - E2.9.4 One of the following:
 - E2.9.4 (a) Provide alternative proposals for changes in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances.
 - E2.9.4 (b) State that there are no alternative changes available that would accommodate, to any extent, the employee's circumstances.
 - E2.9.5 The dispute mechanisms available under clause G6 and the ability to refer the dispute to the FWC for resolution.
- E2.10 Approved flexible working arrangements may be reviewed annually, or earlier where the employee's relevant circumstances have changed or where there are reasonable business grounds that require a review to be undertaken. During this review at which time the circumstances under which the flexible working arrangements were originally granted will be examined and reassessed.
- E2.11 The intent of locking in a flexible working arrangement for a period of up to 3 years is to provide certainty to both the employee and Member concerned. A flexible working arrangement may be revoked by either the employee or Member either:
 - E2.11.1 At the annual review;
 - E2.11.2 In exceptional circumstances between annual reviews.
- E2.12 3 months notice must be given to amend or cease the flexible working arrangement, unless a lesser period is agreed by both parties or where there are exceptional circumstances.
- E2.13 Reasonable grounds to amend or revoke a flexible working arrangement may include but are not limited to the following:
 - E2.13.1 Employee's role has changed significantly and the current flexible arrangement is no longer suitable.
 - E2.13.2 There is the increased risk of injury or illness or where there are other work health and safety concerns.
 - E2.13.3 History of underperformance as documented in an underperformance plan or behaviour concerns.
- E2.14 Revoking a flexible working arrangement should not be considered until after efforts to amend arrangements have been attempted.

E3 Scheduling of Meetings

- E3.1 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.

E4 Regular Part-Time Employment

- E4.1 A person may be employed in any classification as a part-time employee for an agreed number of regular hours that is less than the ordinary weekly hours specified at subclause B3.2.
- E4.2 Proposals to reduce hours below full-time employment may be initiated by the Member for operational reasons.
- E4.3 No variation will be made to an employee's hours of duty unless there is an agreement between the employee and the relevant Member.
- E4.4 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.
- Note: An employee who wishes to work part-time may apply for a flexible working arrangement in accordance with subclause E2.1.

Variation to Part-Time Hours

- E4.5 Proposals to vary a part-time employment arrangement may be initiated by the Member for operational reasons or by an employee for personal reasons.
- E4.6 Where an employee initiates a proposal the Member will have regard to the personal reasons put by the employee in support of the proposal and to their office's operational requirements.
- E4.7 The Member will obtain the written agreement of the employee before the employee's hours are varied.
- E4.8 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.

E5 Job Sharing

- E5.1 In this clause employee refers to employees other than casual employees.
- E5.2 Job sharing arrangements may be introduced by agreement between the Member and the employees involved, subject to operational requirements. Employees working under job sharing arrangements share one job and will be considered to be part-time with each working part-time on a regular, continuing basis.
- E5.3 An employee must request in writing permission to work in a job sharing arrangement. The Member will agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.
- E5.4 The pattern of hours for the job sharing arrangement will be agreed between the employee(s) and the Member. However, any single attendance at the office-based worksite will be for no less than 3 consecutive hours.
- E5.5 An employee who is in a job sharing arrangement and who was previously working full-time may revert to full-time employment before the expiry of the agreed period of job sharing if all parties to the arrangement agree.
- E5.6 In the event that either employee ceases to participate in the job sharing arrangement, the arrangement will terminate.

E6 Part-Time Employment Following Paid or Unpaid Parental Leave

- E6.1 Subject to this clause, a Member must approve an application by an employee employed on a full-time basis who returns to work after accessing paid or unpaid parental leave to work on a part-time basis up until the end of the child's first year of primary school or equivalent form of schooling, provided the employee's employment under the LAMS Act is continuous during this period.

- E6.2 An employee who accesses paid parental leave under clause F14 or unpaid parental leave under clause F16 is entitled to access part-time employment as provided in subclause E6.1.
- E6.3 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.

E7 Home-Based Work

- E7.1 The diverse nature of work conducted in the Assembly lends itself to a range of working environments. Employees may be supported to undertake hybrid work which may include work undertaken in the field and in the home or other agreed alternative location.
- E7.2 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.
- E7.3 In determining appropriate home-based work arrangements, Members and employees must consider the following range of matters:
- E7.3.1 Appropriate and effective communication with office-based employees.
 - E7.3.2 The need to ensure adequate interaction with colleagues.
 - E7.3.3 The nature of the job and operational requirements.
 - E7.3.4 Privacy and security considerations.
 - E7.3.5 Health and safety considerations.
 - E7.3.6 The effect on clients.
 - E7.3.7 Adequate performance monitoring arrangements.
- E7.4 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.
- E7.5 An employee may terminate home-based work arrangements at any time by giving reasonable notice to the Member.
- E7.6 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.
- E7.7 Home computing facilities may be provided where the need for such facilities is agreed between the 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.

E8 Employee Assistance Program

- E8.1 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.

E9 Vacation Childcare Subsidy

- E9.1 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 12 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:

- E9.1.1 \$52 per day towards the cost of each school child enrolled in an accredited school holiday program,
 - E9.1.2 Up to a maximum of \$260 per child per 5 days,
 - E9.1.3 Up to a maximum of 10 days per child per year,
 - E9.1.4 Up to a maximum of 3 children, and
 - E9.1.5 Reimbursement on production of a receipt(s).
- E9.2 An accredited school holiday program is a program approved and/or subsidised by a State, Territory or Local Government.
- E9.3 The payment will apply only on the days when the employee is at work.
- E9.4 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.
- E9.5 An employee whose domestic partner receives a similar benefit from the partner's employer is not eligible for the payment.

E10 Family Care Costs

- E10.1 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 invoice(s), for some or all of the costs of additional family care arrangements.

E11 Employees who are Breastfeeding

- E11.1 The Assembly is committed to supporting employees who are breastfeeding or expressing milk for a baby or young child.
- E11.2 Employees who are breastfeeding must be provided with the facilities and support necessary to enable such employees to combine a continuation of such nursing activity with the employee's employment.
- E11.3 Where practicable the Assembly must establish and maintain a suitable private room for employees who are breastfeeding. Where there is no room available another appropriate space may be used.
- E11.4 The provision of facilities and support to employees who are breastfeeding will include up to one hour paid time per day during work hours for lactation break(s). Lactation break(s) are in addition to rest periods and meal breaks otherwise prescribed in this Agreement, to allow employees who are breastfeeding the opportunity to feed their infant(s) or to express their milk.
- E11.5 Additional reasonable time may be provided over and above the hour for lactation break(s), including when an employee cannot access appropriate facilities as outlined in subclause E11.3 and they are required to travel from their workplace to feed their infant(s) or to express their milk.
- E11.6 Breaks may be taken in 1 or more parts. The length and scheduling of breaks will be determined following consultation and agreement between the employee and the Member.
- E11.7 An employee may utilise the lactation break to return home or to attend another location, subject to consultation and agreement between the employee and the Member.

- E11.8 In addition to the above entitlements, employees who are breastfeeding and who, in the course of their employment, are required to travel between work locations will have access to the specified lactation facilities within the Agencies.

E12 Transfer to a Safe Job during Pregnancy

Purpose

- E12.1 This clause provides arrangements to enable a pregnant employee to have their duties modified or to be transferred to an appropriate safe job during their pregnancy or enable them to be absent from their workplace if an appropriate safe job is not available.

Eligibility

- E12.2 In accordance with the National Employment Standards of the FW Act (NES), this clause applies to pregnant employees when they do both the following:
- E12.2.1 Give notice that they will be applying for paid or unpaid parental leave.
 - E12.2.2 Provide evidence from a registered health professional or registered medical professional to the Member that they are fit for work, but that it is inadvisable for the employee to continue with some or all of their duties in their present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with that position.
- E12.3 In these circumstances, the employee is entitled to have their duties modified or to be transferred to an appropriate safe job for the stated period with no detriment to their current terms and conditions of employment.

Paid absence for 'No Safe Job' purposes

- E12.4 If an appropriate safe job is not available, and when the employee has completed 12 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.
- E12.5 If an appropriate safe job is not available, and the employee has not completed 12 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.
- E12.6 An employee's entitlements under this clause cease when the employee's pregnancy ends before the end of the stated period.

E13 Management of Workload, Working Hours and Safe Staffing

- 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. This subclause should be read in conjunction with subclause B4.2.
- E13.2 Members and employees have a responsibility to effectively manage workloads and staffing to minimise the extent to which excessive workload and hours are undertaken or likely to be undertaken. Where an employee, group of employees or their relevant union raise concerns regarding the management of workload, working hours, or unsafe staffing, the workplace will undertake a review, which may include consultation in line with Section G of the Agreement, to determine appropriate strategies to address the situation as soon as practicable.

- E13.3 Circumstances within the workplace that indicate that workloads and staffing levels may need to be reviewed can include, but are not limited to:
- E13.3.1 Workload management issue reported as a safety hazard or incident.
 - E13.3.2 Increases in work and productivity expectations.
 - E13.3.3 Increase in unplanned absences.
 - E13.3.4 High levels of annual leave accruals.
 - E13.3.5 High rates of additional hours, paid or unpaid.
 - E13.3.6 High levels of accrued TOIL.
 - E13.3.7 Increase in employee(s) unable or unwilling to take scheduled breaks.
 - E13.3.8 Above average staffing turnover.
 - E13.3.9 Major organisational change including staffing decisions/changes.
- E13.4 Complying with clause E13.2 requires the manager or supervisor to document in writing and implement one or more of the following strategies to reduce the amount of excessive workloads and hours undertaken:
- E13.4.1 Review of workloads and priorities.
 - E13.4.2 Review of staffing structure, staffing levels and classifications within the work group.
 - E13.4.3 Re-allocation of workloads, tasks and potential increase to staffing resources.
 - E13.4.4 Consideration of appropriate arrangements for TOIL or other recompense.
- E13.5 Where disagreement arises, the matter will be referred to the dispute avoidance and settlement procedures under clause G6.

Section F Leave

F1 Part-Time Employees

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

F2 Leave Below One Day

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

F3 Non-approval of Leave

- F3.1 Where a request for leave is not approved the Member must provide written reasons for that decision to the employee if the employee requests so in writing. Where a request is not approved the Member must consult with the employee to determine mutually convenient alternative arrangements.

F4 Personal Leave

Purpose

- F4.1 Personal leave is available to employees to enable them to be absent from duty in any of the following circumstances:
- F4.1.1 The employee is unfit for work because of a personal illness, or personal injury;
 - F4.1.2 The employee must provide care or support to a member of the employee's immediate family, or a member of the employee's household who is in either of the following circumstances:
 - F4.1.2 (a) They are ill or injured.
 - F4.1.2 (b) They are affected by an unexpected emergency.
 - F4.1.3 The employee is attending a medical appointment for themselves, or a member of their immediate family or household, with a registered health professional or allied health professional who is operating within their scope of practice.
 - F4.1.4 There are special, extraordinary or unforeseen circumstances in accordance with clause F5.

Eligibility

- F4.2 Personal leave is available to employees other than casual employees.

Prior Service

- F4.3 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 2 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.
- F4.4 Where personal leave is recognised under subclause F4.3, on the employee's normal accrual date, the employee will then receive personal leave in accordance with subclause F4.9. Where the employee's personal leave prior to engagement under the LAMS Act was accrued on a progressive basis, rather than credited prospectively, upon engagement the employee will also be credited with an amount of personal leave which is the difference between 3.6 weeks and any personal leave already accrued with the previous employer for their current accrual year.

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

Entitlement

- F4.5 An employee may be granted personal leave up to their available credit from the first day of service.
- F4.6 Personal leave is cumulative and there is no cap on the personal leave balance an employee may accrue.
- F4.7 An employee's personal leave credit accrues daily, from the date of commencement of their employment under the LAMS Act, in accordance with the following formula:
 $(A \times B \times D) / C$ = total hours of personal leave accrued per calendar day, where:
- F4.12.1 A = the number of ordinary hours per week worked.
- F4.12.2 B = one where the day counts as service, or zero where the day does not count as service.
- F4.12.3 C = the number of calendar days in the year.
- F4.12.4 D = the number of weeks of personal leave an employee is entitled to a year (i.e. 3.6 weeks).
- F4.8 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.
- F4.9 Except for a short-term non-ongoing employee and an employee to whom subclause F4.3 and F4.4 applies, an employee's personal leave balance will be credited with an equivalent of 3.6 weeks of personal leave on the day they commence with the Territory.
- F4.10 For short-term non-ongoing employees, if the personal leave balance brought over from the previous employer, in accordance with subclause F4.3 and F4.4, is less than 1.8 weeks, the employee will be credited with the difference between 1.8 weeks and the balance brought over.
- F4.11 If a person is retired from the Sector on grounds of invalidity, and is re-appointed as a result of action taken under the *Superannuation Act 1976* (Cth) or the *Superannuation Act 1990* (Cth), they are entitled to be re-credited with unused personal leave credit held prior to the invalidity retirement.
- F4.12 Personal leave will not accrue during a period of unauthorised absence or a period of leave without pay that does not count for service.
- F4.13 An ongoing part-time or non-ongoing part-time employee will accrue personal leave calculated on a pro rata basis.

Non-ongoing employees

- F4.14 A non-ongoing employee will be credited with 1.8 weeks of personal leave on commencement. On each day of service there after, the employee will receive a credit based on the formula in subclause F4.7.
- F4.15 After 12 months continuous service non-ongoing employees will receive 1.8 weeks of personal leave with pay.
- F4.16 A non-ongoing employee subsequently made ongoing within 12 months of commencement will be credited with an additional 1.8 weeks of personal leave.

When personal leave credits have been exhausted

- F4.17 The Member may, for any reason including where personal leave credits have been exhausted, and subject to the production of documentary evidence, grant an employee a period of unpaid personal leave for personal illness or injury or for the care or support of a member of the employee's immediate family or household who is ill or injured or

affected by an unexpected emergency. This is in addition to the entitlement to unpaid carer's leave that employees have under the NES.

Note: In such circumstances, alternative arrangements are also provided for at subclause F4.50.

- F4.18 An employee may make a further request to anticipate paid personal leave once personal leave credits reach 0 hours or greater. A request for anticipation of personal leave will not be approved where the personal leave credits are negative.
- F4.19 Non-ongoing employees are not entitled to anticipate personal leave, but may be granted up to an aggregate of 20 days without pay in the first 12 months.
- F4.20 The Member may, in exceptional circumstances and subject to the production of documentary evidence, grant an employee an additional period of paid personal leave for personal illness or injury, or for the employee to provide care or support to a member of the employee's immediate family who is ill or injured. This leave may be at either full or half pay. Such leave will not be granted if the absence is due to a condition for which the employee is receiving compensation under the *Safety, Rehabilitation and Compensation Act 1988* (Cth).
- F4.21 A decision on a request for additional paid personal leave under subclause F4.20 will be made as soon as practicable and, where possible, within 14 calendar days of the employee providing the required documentary evidence.

Other provisions

- F4.22 An employee in receipt of workers compensation for more than 45 weeks will accrue personal leave on the basis of hours actually worked.
- F4.23 Unused personal leave credit will not be paid out on cessation of employment.

Evidence and conditions

- F4.24 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.
- F4.25 The Member may grant personal leave if they are satisfied there is sufficient cause, having considered any requested or required documentary evidence.
- F4.26 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.
- F4.27 The Member will accept either of the following documentary evidence as proof of personal illness or injury or the need to care for or support a member of the employee's immediate family or household who is ill or injured or who is affected by an unexpected emergency:
 - F4.27.1 A certificate from a registered medical practitioner or registered health professional who is operating within their scope of practice.
 - F4.27.2 A statutory declaration made by the employee if it is not reasonably practicable for the employee to give the employer a certificate.
- F4.28 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.
- F4.29 Unless otherwise approved by the Member, an employee may only access a maximum of 3 consecutive days of paid personal leave on each occasion up to an accumulated maximum of 10 days in any calendar year, without providing documentary evidence. Absences for personal leave without documentary evidence in excess of 3 consecutive days, or 10 days in any calendar year is without pay.

- F4.30 Notwithstanding subclause F4.29 the Member may, with reasonable cause, request the employee to provide a medical certificate from a registered medical practitioner or registered health professional operating within their scope of practice, or a statutory declaration, for any absence from duty on personal leave at the time of notification of the absence.
- F4.31 Any personal leave without pay that goes beyond a maximum continuous period of combined paid and unpaid personal leave of 78 weeks does not count as service for any purpose.
- F4.32 For clarity, any other form of leave taken in lieu of unpaid personal leave that is intended to cover illness or injury will be considered as personal leave for the purpose of subclause F4.31.
- F4.33 The Member must approve an application for up to 5 days of personal leave for the purpose of bonding leave for non-ongoing employees in accordance with subclause F17.
- F4.34 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 any of the following reasons:
- F4.34.1 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.
 - F4.34.2 The Member considers that documentary evidence supplied in support of an absence due to personal illness or injury is inadequate.
 - F4.34.3 The employee has been absent on account of illness for a total of 13 weeks in any 26 week period.
- F4.35 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

- F4.36 Personal leave is granted with pay except where it is granted without pay under subclauses F4.17, F4.18 or F4.29.
- F4.37 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.
- F4.38 Any personal leave taken must be deducted from the employee's credit.

Effect on other entitlements

- F4.39 Personal leave with pay counts as service for all purposes.
- F4.40 Personal leave without pay, other than provided for at subclause F4.31, counts as service for all purposes.
- F4.41 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, both the following apply:
- F4.41.1 The employee will be paid as a normal public holiday for that day.
 - F4.41.2 The public holiday will not be deducted from the employee's personal leave credits.
- F4.42 Where the personal leave under subclause F4.41 is without pay both sides of the public holiday or Christmas shutdown period, the public holiday, or the Christmas shutdown period, will also be without pay.

- F4.43 While personal leave is not 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 F4.31.
- F4.44 Interaction with other leave types
- F4.45 This clause applies to an employee who suffers personal illness or injury, or provides care or support for a member of the employee's immediate family or household who is ill or injured or who is experiencing an unexpected emergency, for one day or longer while the employee is on one of the following types of leave:
- F4.45.1 Annual leave
 - F4.45.2 Purchased leave
 - F4.45.3 Long service leave
 - F4.45.4 Unpaid parental leave
 - F4.45.5 Grandparental leave
 - F4.45.6 Accrued days off.
- F4.46 If the employee produces a certificate from a registered medical practitioner or a registered health professional operating within their scope of practice, or in the case of an unexpected emergency other satisfactory evidence, the employee may apply for personal leave.
- F4.47 Where an employee is subsequently granted the personal leave, the other leave must be recredited for the period of personal leave that falls within the period of other leave.
- F4.48 An employee cannot access paid personal leave while on paid parental leave, but can apply for personal leave during unpaid parental leave.
- F4.49 If the employee has exhausted all paid personal leave, personal leave without pay cannot be substituted for unpaid parental leave.
- F4.50 If an employee exhausts the employee's paid personal leave entitlement and produces documentary evidence, as per subclause F4.27, as evidence of continuing personal illness or injury, or requirement to care or provide support to a member of the employee's immediate family or household, the employee may apply to the 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 F4.31.

F5 Personal Leave in Special, Extraordinary or Unforeseen Circumstances

- F5.1 Employees, other than casual employees, are eligible for personal leave in special, extraordinary or unforeseen circumstances.
- F5.2 Personal leave in special, extraordinary or unforeseen circumstances, is non-cumulative and if granted is deducted from the employee's personal leave balance.
- F5.3 The Member may grant a maximum of 10 days of personal leave, other than for personal illness or the care of a member of the employee's immediate household who is sick or requires support, in an accrual year, in special, extraordinary, or unforeseen circumstances and where it is essential that the employee have leave from the workplace. These 10 days are in addition to the 10 days personal leave without documentary evidence.
- F5.4 While personal leave in special, extraordinary or unforeseen circumstances does not normally require documentary evidence, the Member may request reasonable evidence before granting the leave.
- F5.5 Personal leave in special, extraordinary or unforeseen circumstances must 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* (ACT), 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 or long service leave credit.

F7 Annual Leave

Purpose

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

Eligibility

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

Entitlement

- F7.3 An employee may be granted annual leave up to their available credit from the first day of service.
- F7.4 Annual leave is cumulative.
- F7.5 An employee's annual leave credit accrues on a daily basis according to the following formula:
- F7.5.1 Total hours of leave accrued per day = $(A \times B \times D) / C$, where:
 - F7.5.2 A = number of ordinary hours per week worked.
 - F7.5.3 B = one where the day counts as service or zero where the day does not count as service or is an unauthorised absence.
 - F7.5.4 C = number of calendar days in the year.
 - F7.5.5 D = number of weeks of annual leave an employee is entitled to a year.
- F7.6 For the purpose of subclause F7.5 the basic leave entitlement is 147 hours annual leave for each full year worked.
- F7.7 If an employee moves from one Member's office to another Member's office, annual leave accrued with the first Member will transfer to the second Member, provided the employee's employment is continuous.
- F7.8 An annual leave credit does not accrue to an employee if the employee is absent from duty on leave for specified defence service, or full-time defence service. If the employee resumes duty after a period of specified defence service, annual leave will accrue from the date the employee resumes duty.
- F7.9 Employees will receive payment on separation from the Member of the Legislative Assembly of any unused annual leave entitlement.

Evidence and conditions

- F7.10 Employees are encouraged to use their annual leave in the year that it accrues, and to this end should discuss their leave intentions with their Member as soon as practicable.
- F7.11 An employee must make an application to the Member to access their annual leave entitlement.
- F7.12 Having considered the requirements of this clause the Member may approve an employee's application to access annual leave.
- F7.13 The Member should approve an employee's application to take annual leave, subject to operational requirements.

- F7.14 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.
- F7.15 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 2.5 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.
- F7.16 If an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, the employee is entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.
- F7.17 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.
- F7.18 If an employee has the equivalent of 2 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 2.5 years' worth of annual leave credit.
- F7.19 If an employee does not agree to a reasonable annual leave usage plan the Member may direct an employee who has accrued 2.5 years' worth of accrued annual leave credit to take enough annual leave to reduce the accrued leave credit to the equivalent of 2 years' accrued credit, subject to giving the employee one calendar month notice. This clause does not apply to an employee who is on graduated return to work following compensation leave.
- F7.20 An employee must reduce their annual leave credit to 2.5 years worth of entitlement or less within 12 months if their credit exceeds 2.5 years worth of entitlement at any of the following points in time:
- F7.20.1 At the commencement of the Agreement.
 - F7.20.2 On joining, or returning to, the Assembly.
 - F7.20.3 On returning to duty from compensation leave.
- F7.21 An employee may not be directed under subclause F7.19 to take annual leave where the employee has made an application for a period of annual leave equal to or greater than the period specified in subclause F7.19 in the past 6 months and the application was not approved. The Member and the employee may agree to vary an annual leave usage plan.

Rate of payment

- F7.22 Annual leave is granted with pay.
- F7.23 Payment for the annual leave is based on the employee's ordinary hourly rate of pay, including allowances that count for all purposes for the time the leave is taken.
- F7.24 The Member may approve an application for annual leave to be taken at half pay with credits to be deducted on the same basis.

Effect on Other Entitlements

- F7.25 Annual leave counts as service for all purposes.
- F7.26 Public holidays for which the employee is entitled to payment that fall during periods of absence on annual leave will be paid as a normal public holiday and must not be deducted from the employee's annual leave balance.

Interaction with other leave types

- F7.27 If personal leave is granted to the employee, while they are on a period of annual leave, the annual leave must be re-credited for the period of paid personal leave granted.
- F7.28 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.
- F7.29 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

- F7.30 On receiving a request in writing from an employee, the Member may approve payment in lieu of an employee using annual leave credit subject to all the following:
- F7.30.1 The employee providing the Member with a written election to do so.
 - F7.30.2 The Member, in consultation with the relevant corporate area, authorising the election.
 - F7.30.3 The employee must take at least one week of annual leave or TOIL in conjunction with the payment in lieu of annual leave, or the employee has taken at least one week of annual leave or TOIL in the past 6 months.
 - F7.30.4 The payment in lieu must not result in a reduction in the balance of the employee's remaining annual leave credit to below one year's accrued entitlement.
- F7.31 Payment in lieu of annual leave will be based on the employee's ordinary hourly rate of pay, including allowances that count for all purposes at the date of application. The payment in lieu is 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.

F8 Annual Leave Loading

Purpose

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

Eligibility

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

Entitlement

- F8.3 Where an employee's entitlement is based on subclause F8.7, 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.
- F8.4 An employee whose employment ceases and who is entitled to payment of accumulated annual leave, or pro rata annual leave, must be paid any accrued annual leave loading not yet paid, and leave loading on pro rata annual leave entitlement due on separation.

Evidence and conditions

- F8.5 Employees who are entitled to an annual leave loading, 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.

- F8.6 Any unpaid annual leave loading accrued by employees must be paid on the first payday in November following its accrual.

Rate of payment

- F8.7 The amount of an employee's entitlement under subclause F8.2 will, subject to subclause C10, be based on 17.5% 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.

F9 Purchased Leave

Purpose

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

Eligibility

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

Entitlement

- F9.3 Employees may purchase leave in addition to the employee's usual annual leave entitlement, up to a maximum of 12 weeks in any 12-month period, subject to Member's approval.
- F9.4 An employee may apply, at any time, to the Member for approval to participate in the purchased leave scheme.
- F9.5 The application must specify the amount of leave to be purchased in whole weeks up to a maximum of 12 weeks in any 12-month period, and the period over which the additional leave is to be acquitted.
- F9.6 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.
- F9.7 Approval to purchase additional leave must not be given where an employee has an annual leave balance of 2.5 years' worth of annual leave credit or more, except where the employee intends to use all excess annual leave credit before taking purchased leave.
- F9.8 Once an employee commences participation in the scheme, the employee may only opt out of the scheme before the expiration of the agreed acquittal period, if any of the following apply:
- F9.8.1 The employee can demonstrate in writing that exceptional circumstances exist, and the Member agrees. For example, unforeseen financial hardship.
 - F9.8.2 The employee's employment ceases before the expiration of the agreed acquittal period.
 - F9.8.3 The employee proceeds on paid parental leave.
- F9.9 If an employee transfers from one Member's office to another Member's office during the agreed acquittal period, the employee's continuation in the purchased leave scheme is 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 must be refunded to the employee as soon as practicable. Any shortfall in payments will be deducted from monies owing to the employee.

Evidence and Conditions

- F9.10 An employee should discuss with their Member, as soon practicable, their intention to be absent on purchased leave.

- F9.11 An employee must make an application to the Member to access their purchased leave entitlement.
- F9.12 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 F3.
- F9.13 Approval by the Member to grant purchased leave is subject to the operational requirements of the workplace, the personal responsibilities of the employee and appropriate periods of notice.
- F9.14 A minimum of one week of purchased leave, or the pro-rata equivalent for part-time employees, must be taken at any one time unless the remaining balance is less than one week or the Member is satisfied, on evidence presented, there are exceptional circumstances which warrant purchased leave being taken in shorter periods.
- F9.15 Purchased leave must be used within the agreed acquittal period, not exceeding 12 months from the date of commencement in the scheme. Purchased leave not taken within the agreed acquittal period will be forfeited and the value of the leave refunded to the employee at the end of the acquittal period, or the expiry of the employee's current Employment Agreement.

Rate of Payment

- F9.16 While an employee is on a period of purchased leave the employee must be paid at the rate of pay used to calculate the employee's deduction.
- F9.17 Purchased leave will be paid for by a fortnightly deduction from the employee's pay over an agreed acquittal period not exceeding 12 months from the date the employee commences participation in the scheme.
- F9.18 Fortnightly deductions, from the employee's pay, will commence as soon as practicable following approval of the employee's application to participate in the purchased leave scheme. The deductions will be calculated on the employee's pay at the date of commencement of participation in the scheme, the amount of leave to be purchased and the agreed acquittal period.
- F9.19 Despite subclause F9.18, if the employee's pay changes during the acquittal period the employee may apply to the relevant corporate area for the deduction to be recalculated.
- F9.20 Fortnightly tax deductions are calculated on the employee's gross pay after the deduction has been made for purchased leave.
- F9.21 Subject to subclause F9.22, allowances in the nature of pay may be included in the calculation of purchased leave payments if both the following apply:
 - F9.21.1 Advised appropriate by the relevant corporate area, and the employee agrees.
 - F9.21.2 There is the likelihood the allowance will continue to be received over the duration of the acquittal period.
- F9.22 The LAMS allowance cannot be included for the purposes of calculating purchased leave payments.

Effect on Other Entitlements

- F9.23 Leave taken as purchased leave counts as service for all purposes.
- F9.24 Public Holidays for which the employee is entitled to payment that fall during periods of absence on purchased leave must be paid as a normal public holiday and not deducted from the employee's purchased leave balance.
- F9.25 Purchased leave does not affect the payment and timing of pay increments or the accrual of other forms of leave.

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

Interaction with other leave types

- F9.27 Where an employee provides a certificate from a registered medical practitioner or registered health professional operating within their scope of practice for a personal illness or injury, or for the purpose of providing care or support for a member of the employee's family who is ill or injured or who is experiencing an unexpected emergency, during a period of absence on purchased leave, the employee will have the purchased leave re-credited for that period covered by the certificate, and substituted by personal leave.
- F9.28 An employee participating in the scheme who proceeds on paid parental leave must elect to do one of the following:
- F9.28.1 Exit the purchased leave scheme and have any money owing refunded.
 - F9.28.2 Subject to subclause F9.29, remain in the scheme and have pay deductions continue during the period of paid parental leave.
- F9.29 Purchased leave taken during an employee's absence on paid parental leave does not extend the employee's total period parental leave.
- F9.30 An employee participating in the scheme who is in receipt of paid workers' compensation will have pay deductions for purchased leave continue. Normal conditions for purchased leave will apply for employees on graduated return to work programs; however entry into the scheme should be discussed with the rehabilitation case manager.

F10 Public Holidays

Eligibility

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

Entitlement

- F10.2 Employees are entitled to be absent from duty on a day, or part of a day, that is a public holiday, in accordance with the FW Act and this clause.
- F10.3 The following days are observed as public holidays under this Agreement:
- F10.3.1 1 January (New Year's Day), and, if that day falls on a Saturday or Sunday, the following Monday.
 - F10.3.2 26 January (Australia Day), or, if that day falls on a Saturday or Sunday, the following Monday.
 - F10.3.3 the 2nd Monday in March (Canberra Day).
 - F10.3.4 Good Friday.
 - F10.3.5 The Saturday following Good Friday.
 - F10.3.6 Easter Sunday.
 - F10.3.7 The Monday following Good Friday.
 - F10.3.8 25 April (Anzac Day), or, if that day falls on a Saturday or Sunday, the following Monday.
 - F10.3.9 27 May (Reconciliation Day), or, if that day is not a Monday, the following Monday.
 - F10.3.10 The 2nd Monday in June (the day for the observance of the anniversary of the birthday of the Sovereign).
 - F10.3.11 The 1st Monday in October (Labour Day).

- F10.3.12 The 25 December (Christmas Day) and one of the following:
- F10.3.12 (a) If Christmas Day falls on a Saturday, the following Monday.
- F10.3.12 (b) If Christmas Day falls on a Sunday, the following Tuesday.
- F10.3.13 The 26 December (Boxing Day), and one of the following:
- F10.3.13 (a) If Boxing Day falls on a Saturday—the following Monday.
- F10.3.13 (b) If Boxing Day falls on a Sunday—the following Tuesday.
- F10.4 In addition to the public holidays provided for under subclause F10.3, employees are entitled to be absent from duty as if it were a public holiday on all of the following:
- F10.4.1 The next business day after Boxing Day, and one of the following:
- F10.4.1 (a) If Boxing Day falls on a Saturday, the following Tuesday.
- F10.4.1 (b) If Boxing Day falls on a Sunday, the following Wednesday.
- F10.5 Any other day, or a part of any other day, that the Minister declares to be a public holiday in the ACT under the *Holidays Act 1958* (ACT).
- F10.6 Any other day, or a part of any other day, that the Head of Service declares to be a holiday under subsection 17(5) of the PSM Act.
- F10.7 Where a day identified in subclause F10.3 is replaced by another day by an amendment to the Holidays Act, the replacement day will be observed as the public holiday in its place.
- F10.8 An employee and the Member may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- F10.9 If an arrangement described under clause F10.8 is not practical in relation to the operational and business requirements of the directorate or business unit, the employee may, with the approval of the Member, observe a day of cultural or religious significance to the employee as a holiday and make up the equivalent hours at some other agreed time.

Rate of Payment

- F10.10 Subject to subclauses F10.11 and F10.12, where an employee who is entitled to be absent from duty on a day, or a part of a day, that is a public holiday, and the employee is absent from duty, the employee will be paid at the employee's ordinary hourly rate for the employee's ordinary hours of work on that day or part-day.
- F10.11 A part-time employee is entitled to observe a public holiday without loss of pay if the employee would usually have been required to work on the day of the week on which the public holiday falls. To remove any doubt, a part-time employee whose regular part-time hours do not fall on a public holiday will not be paid for that public holiday.
- F10.12 An employee will not be paid for a public holiday which occurs during a period of leave without pay.
- F10.13 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.
- F10.14 An employee who is required by the Member to work on a public holiday for a period that is:
- F10.14.1 not in excess of the employee's ordinary weekly hours, and
- F10.14.2 not outside of the employee's limit of daily hours, and
- F10.14.3 not in excess of the employee's ordinary daily hours,

will be entitled to an additional payment of 150% of the employee's ordinary hourly rate of pay, for the hours so worked.

Effect on Other Entitlements

- F10.15 Subject to subclause F10.6, public holidays count as service for all purposes.
- F10.16 A public holiday does not count as service if it occurs while the employee is on a period of leave not to count as service.

F11 Christmas Shutdown

Purpose

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

Eligibility

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

Entitlement

- F11.3 Employees are entitled to 2 days of paid absence during the Christmas shutdown period, which are the business days between 28 December and 31 December inclusive.
- F11.4 Only those employees who are directed or rostered to work during this period may attend for work over the Christmas shutdown period.
- F11.5 If an employee is directed to work during the Christmas shutdown period the employee, in addition to the entitlement under subclause F11.3, is entitled to one of the following:
- F11.5.1 A paid absence, equivalent to the time worked at a time agreed between the employee and the relevant Member.
 - F11.5.2 A paid absence equivalent to the time worked at the employee's ordinary rate of pay.
- Note: These days are not public holidays and therefore public holiday rates do not apply.
- F11.6 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. Part-time employees whose regular part-time hours do not fall during the Christmas shutdown period are not entitled to the additional 2 days of paid absence.
- F11.7 Notwithstanding subclause F11.6 part-time employees whose regular part-time hours do not fall during the Christmas shutdown period, but who are directed to work during the Christmas shutdown period, are entitled to one of the following:
- F11.7.1 A paid absence, equivalent to the time worked, at a time agreed between the employee and the relevant Member or Supervisor.
 - F11.7.2 A payment of overtime at the appropriate rate of time worked.

Rate of payment

- F11.8 Christmas shutdown absence is granted with pay.

Effect on other entitlements

- F11.9 Christmas shutdown absence counts as service for all purposes.

F12 Compassionate Leave

Purpose

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

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

F12.1.2 They die, including where a child is stillborn.

F12.2 Compassionate leave is available to enable employees to be absent from duty when they experience a miscarriage or when an employee's domestic partner has experienced a miscarriage.

Eligibility

F12.3 Compassionate leave is available to all employees.

Entitlement

F12.4 An employee may be granted compassionate leave from the first day of service.

F12.5 Compassionate leave is non-cumulative.

F12.6 Employees are entitled to up to 5 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.

F12.7 Employees are entitled to up to 2 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

F12.8 The employee should discuss with their Member, as soon as practicable, their absence or intention to be absent on compassionate leave.

F12.9 An employee must make an application to the Member to access compassionate leave.

F12.10 The Member may request evidence that would satisfy a reasonable person that an application for compassionate leave is for a purpose specified in subclauses F12.1 and F12.2.

F12.11 Having met the requirements of this clause, the Member will approve an employee's application to access compassionate leave.

F12.12 If the employee has not provided the evidence requested under subclause F12.10, a decision not to approve the leave may be taken in accordance with subclause F3.1.

Rate of payment

F12.13 Compassionate leave must be granted with pay, except for casual employees and except where it is granted without pay under subclause F12.6 or F12.7.

F12.14 Compassionate leave is paid at the employee's base rate of pay, including relevant allowances for the ordinary hours the employee would have worked during the leave.

Effect on other entitlements

F12.15 Compassionate leave with pay must count as service for all purposes.

F12.16 Public Holidays for which the employee is entitled to payment that fall during periods of absence on paid compassionate leave must be paid as a normal public holiday and will not be considered an absence on compassionate leave.

Interaction with other leave types

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

F13 Community Service Leave

Purpose

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

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

Jury Service

Eligibility

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

Evidence and conditions

F13.3 Although the granting of community service leave for jury service is deemed to be approved, an employee must do both of the following:

- F13.3.1 Submit a leave application for the period of the absence.
- F13.3.2 Provide sufficient documentary evidence of the reason for the absence.

F13.4 The employee should discuss with their Member their intention to be absent on community service leave for jury service.

Rate of payment

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

F13.6 If the employee is paid jury fees, this amount must be deducted from the employee's pay less reasonable out-of-pocket expenses.

Effect on other entitlements

F13.7 Community service leave for jury service counts as service for all purposes.

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

Voluntary Emergency Management

Eligibility

F13.9 An employee who is a member of a relevant voluntary emergency management service, including any of the following, is eligible for community service leave:

- F13.9.1 A state or territory Emergency Service.
- F13.9.2 A fire-fighting service.
- F13.9.3 A search and rescue unit.
- F13.9.4 Another volunteer service that performs similar functions.

F13.10 A casual employee who is a member of a relevant emergency service is eligible to unpaid community service leave for voluntary emergency management service.

Entitlement

F13.11 Eligible employees, other than casual employees, are eligible for up to 4 days paid community service leave for voluntary emergency management per emergency.

F13.12 Eligible employees are entitled to be absent on unpaid leave to engage in a voluntary emergency management activity, subject to operational requirements in the workplace.

- F13.13 An emergency management activity includes:
- F13.13.1 Time engaged in the activity,
 - F13.13.2 Reasonable travel time, and
 - F13.13.3 Reasonable recovery time.
- F13.14 Community service leave for voluntary emergency management is non-cumulative.
- F13.15 Voluntary emergency management leave may be declined where the employee's position is essential to the emergency response or granting the leave would significantly disrupt the provision of services to the ACT.

Evidence and conditions

- F13.16 An employee should discuss their intention to be absent on paid or unpaid community service leave 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.
- F13.17 An employee must make an application to the Member to access their community service leave entitlement for voluntary emergency management.
- F13.18 The employee must, if requested by the Member, provide sufficient documentary evidence of the reason for the absence.
- F13.19 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.
- F13.20 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 F3.1.

Rate of payment

- F13.21 Where paid leave is granted for community service leave for voluntary emergency management, it is paid at the employee's ordinary hourly rate of pay.

Effect on other entitlements

- F13.22 A period of approved community service leave for voluntary emergency management counts as service for all purposes.
- F13.23 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 must be paid as a normal public holiday and will not be considered to be community service leave for voluntary emergency management.

Additional leave

- F13.24 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

- F13.25 Community service leave for voluntary community service is available to all employees.

Entitlement

- F13.26 Employees, other than casual employees, are entitled to up to 3 days of paid leave for community service leave to engage in a recognised voluntary community service activity within a 12 month period.
- F13.27 Community service leave for voluntary community service is non-cumulative.

- F13.28 An employee may be granted additional unpaid community service leave to engage in a recognised voluntary community service activity, subject to operational requirements in the workplace.

Evidence and conditions

- F13.29 An employee should discuss their intention to be absent on community service leave for voluntary community service, as soon as practicable, with their Member.
- F13.30 An employee must make an application to the Member to access their community service leave for voluntary community service entitlement.
- F13.31 The Member may request sufficient documentary evidence of the reason for the absence.
- F13.32 In considering an application from an employee for paid leave to engage in a voluntary community service activity, the Member must consider all of the following:
- F13.32.1 Whether the activity is a recognised voluntary activity and benefits the local community.
 - F13.32.2 Whether the community organisation or project is an acceptable organisation or project as defined in whole-of-government policy or Office of the Legislative Assembly guidelines.
 - F13.32.3 Whether there is a risk the activity would place the employee in a real or perceived conflict of interest.
- F13.33 Leave for a voluntary community service activity must not be approved for activities that do any of the following:
- F13.33.1 Involve any payment in cash or kind for the duties performed by the employee.
 - F13.33.2 Replace work ordinarily undertaken by a paid worker.
 - F13.33.3 Are undertaken solely for direct personal benefit of the employee.
 - F13.33.4 Place the employee in a conflict of interest situation; or
 - F13.33.5 Primarily focussed on promoting particular religious or political views.
 - F13.33.6 Involves work which does not have a local community focus.
- F13.34 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.
- F13.35 A decision not to approve the leave must be made in accordance with subclause F3.1.

Rate of payment

- F13.36 Community service leave for voluntary community service is granted with pay for the first 3 days leave in a 12 month period to all employees except casual employees.

Effect on other entitlements

- F13.37 Community service leave for voluntary community service will count as service for all purposes up to a maximum of 23 days in any 12 month period.
- F13.38 Where the Member has approved a request for unpaid community service leave for voluntary community service exceeding 20 days in a 12 month period, this leave in excess of 20 days does not count as service.
- F13.39 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 must be paid as a normal public holiday and will not be considered to be community service leave for voluntary community service.

Access to other leave entitlements

- F13.40 Leave granted under this provision may be taken in combination with approved annual or long service leave.

F14 Paid Parental Leave

Purpose

- F14.1 Paid parental leave is available to employees to enable them to be absent from duty to:
- F14.1.1 Care for and bond with a child born to them, an adopted child or a child for whom the employee or their domestic partner has a permanent or long-term caring responsibility, including kinship arrangements.
 - F14.1.2 Support their own wellbeing.
 - F14.1.3 Support the employee's right to continuity of service.
 - F14.1.4 Support the protection of the family and children under the *Human Rights Act 2004* and *Children and Young People Act 2008*.

Eligibility

- F14.2 An employee (other than a casual employee) who has or will have a responsibility for the care of a child is eligible to be absent on parental leave for one of the following:
- F14.2.1 They or their domestic partner gives birth to a child.
 - F14.2.2 They or their domestic partner adopt or assume a permanent or long-term caring responsibility of a child, subject to subclauses F14.5 and F14.6.
 - F14.2.3 Where paragraph F14.7.2 applies.
- F14.3 Despite subclause F14.2, an employee is not eligible for paid parental leave if the child's actual date of birth, or the date the employee assumes permanent caring responsibility for the child, occurs before the commencement of their employment under the LAMS Act.
- F14.4 In addition to subclause F14.3, a non-ongoing employee must complete 12 months continuous service, including recognised prior service, to be eligible for paid parental leave.

Adoption, permanent or long-term care

- F14.5 An employee is entitled to parental leave in accordance with this Agreement for adoption, permanent or long-term care purposes, provided that the child is all of the following:
- F14.5.1 Is under 18 years old as at the day (or expected day) the employee assumes permanent responsibility of the child.
 - F14.5.2 Has not lived continuously with the employee for a period of 6 months or more as at the date (or expected date) the employee assumes permanent responsibility of the child.
 - F14.5.3 Is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or domestic partner.
- F14.6 An employee providing foster care under a Concurrency Care Foster Care Program described in subclause F21 must be treated as having a permanent caring responsibility. An employee is not eligible for further parental leave where parental leave has been granted under subclause F21 and the employee subsequently enters into an adoption, permanent or long-term care arrangement for that child.

Entitlement

- F14.7 An eligible employee is entitled to be absent on one of the following:

F14.7.1 18 weeks paid parental leave.

F14.7.2 Parental leave as described in the table below:

Leave for:	Entitlement/s:
<i>(a) Pregnancy</i>	An employee who is pregnant is entitled to a further 6 weeks parental leave for pregnancy in addition to 18 weeks parental leave under paragraph F14.7.1. For clarity, the total amount of paid parental leave available to the pregnant employee is 24 weeks.
<i>(b) Premature birth</i>	Where an employee or the employee's domestic partner gives birth prematurely they are entitled to additional parental leave for premature birth. Additional parental leave for premature birth is for the period between the actual date of birth of the child to the end of 36 weeks' gestation. Premature birth is, for the purposes of this clause, where pregnancy ends in a live birth before 37 weeks' gestation. An employee or their domestic partner who experiences premature birth remains eligible for 18 weeks parental leave under paragraph F14.7.1 and 6 weeks parental leave for pregnancy where eligible under F14.7.2(a). This parental leave must commence from the date that would have been 37 weeks' gestation.
<i>(c) Stillbirth</i>	Where an employee's pregnancy ends in stillbirth, they remain eligible for 18 weeks parental leave and 6 weeks parental leave for pregnancy as described in this clause. An employee whose domestic partner experiences stillbirth remains eligible for 18 weeks parental leave. Stillbirth for the purposes of this clause is where pregnancy ends in stillbirth, and the period of gestation was 20 weeks or more. <i>Note: Parental leave for stillbirth is in addition to compassionate leave under clause F12.</i>
<i>(d) Pregnancy loss</i>	Where an employee's pregnancy ends in pregnancy loss, or an employee's domestic partner experiences pregnancy loss, the employee is entitled to 1 week parental leave. For clarity, the employee is not eligible for parental leave under paragraph F14.7.1. Pregnancy loss for the purposes of this clause is where pregnancy ends in miscarriage or other loss of pregnancy between 12 weeks and the end of 19 weeks gestation. <i>Note: Parental leave for pregnancy loss is in addition to compassionate leave under clause F12.</i>

F14.8 Paid parental leave does not increase where there are multiple births or when the adoption, permanent or long-term caring responsibility involves more than one child at the time of application.

F14.9 Paid parental leave is non-cumulative.

- F14.10 Entitlements available under this Agreement are in addition to the federal paid parental leave scheme.

Evidence and conditions

Notice and approval

- F14.11 An employee must give notice to the Member as soon as practicable of their intention to be absent on parental leave.
- F14.12 Where the employee is eligible, parental leave is deemed to be approved however an employee must submit an application to the Member for any period of paid parental leave.
- F14.13 Having considered the requirements of this clause the Member must approve an employee's application to access paid parental leave.

Documentary evidence

- F14.14 The employee must provide the Member with appropriate evidence concerning pregnancy and the estimated delivery date of the child or evidence concerning the adoption, permanent or long-term care arrangement for which the parental leave application is made.
- F14.15 In the case of pregnancy or birth, evidence may include any of the following:
- F14.15.1 A certificate from a medical practitioner or registered health professional operating within their scope of practice relating to the estimated or actual delivery date of a child.
 - F14.15.2 A birth certificate.
- F14.16 In the case of pregnancy or birth, if requested by the Member, an employee must provide evidence of the birth and the date of birth as soon as possible after the birth of the child.
- F14.17 In the case of adoption or enduring parental responsibilities under formal fostering arrangements, documentary evidence must be submitted concerning the adoption, permanent or long-term care responsibilities, which may include any of the following:
- F14.17.1 Documents from an adoption authority concerning the adoption.
 - F14.17.2 An authorisation as a kinship carer made under the *Children and Young Peoples Act 2008* (ACT).
 - F14.17.3 Documents confirming an arrangement consistent with the terms set out in clause F21.

Commencing and using paid parental leave

- F14.18 For an employee who is not pregnant, parental leave may commence no earlier than 1 week prior to the child's estimated delivery date or date the employee is to assume permanent caring responsibility for the child, except for scenarios described under subclause F14.7.2.
- F14.19 Paid parental leave must commence no later than 24 weeks from the child's actual date of birth or date the employee assumes permanent caring responsibility for the child. Where the employee has not commenced parental leave by the end of this 24 week period, the entitlement will lapse, unless the Member has deemed that there are exceptional circumstances.
- F14.20 A non-ongoing employee who is eligible for unpaid parental leave and who completes 12 months of continuous service within the first 24 weeks of parental leave is eligible for paid parental leave for the period between completing 12 months of service and the end of the first 24 weeks of parental leave.

- F14.21 An employee who is eligible for paid parental leave and who is on approved leave without pay is eligible for paid parental leave for the period between completing the approved period of leave without pay and the end of the first 24 weeks of paid parental leave.
- F14.22 An employee who is pregnant must commence parental leave and resume duty in accordance with the following:
- F14.22.1 Paid parental leave must commence 6 weeks prior to the estimated delivery date and the employee must not resume duty until 6 weeks after the actual date of birth, unless the employee provides evidence from a registered medical practitioner or midwife stating they are fit for duty. Where evidence is provided, the employee may continue working prior to the estimated date of birth as advised by the medical practitioner or midwife and resume duty as advised by the medical practitioner or midwife, subject to Member approval.
 - F14.22.2 If paid parental leave has not already commenced it must commence on the child's actual date of birth.
- F14.23 At the request of the employee, the Member may approve the flexible use of up to 18 weeks of paid parental leave under subclause F14.7.1 in a non-continuous manner. To avoid doubt, this leave may be used to replicate a part-time work arrangement.
- F14.24 Once paid parental leave has commenced, any unused entitlement remains available until 24 months from the child's actual date of birth or date the employee assumes permanent caring responsibility. Any unused entitlement after the 24 month period will no longer be available.
- F14.25 Parental leave may be taken concurrently with another eligible parent in relation to the same child.
- F14.26 An employee is entitled to return to work in accordance with the provisions in the NES.

Rate of payment

- F14.27 The rate of payment to be paid to the employee during a paid period of parental leave is the same rate as would be paid if the employee was granted paid personal leave.
- F14.28 Despite subclause F14.27, where an employee varies their ordinary hours of work, either from part-time to full-time, from part-time to different part-time, or from full-time to part-time, during the 12 month period directly preceding parental leave, the rate of payment for their parental leave, which is capped at full-time rates, is calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay or periods prior to commencement under the LAMS Act, for the 12 month period immediately before the period of parental leave commences.
- Note: To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause F14.28.
- F14.29 Subclause F14.28 does not apply where 1 week of paid parental leave is granted for pregnancy loss.
- F14.30 Parental leave may be taken with full or half pay, or a combination of full and half pay, with credits to be deducted on the same basis.

Effect on other entitlements

- F14.31 Parental leave with pay counts as service for all purposes.
- F14.32 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on parental leave will not be paid as a normal public holiday.

Interaction with other leave entitlements

- F14.33 Paid parental leave does not extend the maximum period of unpaid parental leave available to an employee under clause F16.
- F14.34 Any paid leave taken in accordance with clause F20 in relation to the adoption or commencement of a permanent or long-term caring responsibility of the same child will reduce the employee's entitlement to 18 weeks of paid leave under subclause F14.7.1 where leave is approved within the same 12 month period.
- F14.35 Any paid leave taken in accordance with clause F17 will reduce the employee's entitlement to 18 weeks of paid leave under subclause F14.7.1.
- F14.36 An employee entitled to surrogacy leave under clause F26 is not entitled to paid parental leave.
- F14.37 Paid parental leave is in addition to entitlements to compassionate leave provided under clause F12.

Keep in touch arrangements

- F14.38 An employee may, following an invitation from the Member, agree to attend the workplace on up to 10 separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc). An employee who has given birth may attend at any time after 6 weeks from the child's date of birth.
- F14.39 Keep in touch attendance counts as service for all purposes but does not extend the period of parental leave and does not end or reduce the entitlement to parental leave.

F15 Pregnancy-Related Illness

Purpose

- F15.1 Pregnancy-related illness leave is available to employees where the employee is not fit for work due to a pregnancy-related illness.

Eligibility

- F15.2 Pregnancy-related illness leave is available to all employees and eligible casual employees.

Entitlement

- F15.3 An employee is entitled to a period of unpaid pregnancy-related illness leave for the duration certified by a registered medical practitioner or registered health professional operating within their scope of practice as necessary.

Evidence and conditions

- F15.4 The employee must provide the Member with notice that they are taking pregnancy-related illness leave. The notice must be given as soon as practicable (which may be after the leave has started); and should include the period, or expected period, of the leave.
- F15.5 An employee must submit an application to the Member for any period of pregnancy-related illness leave. Having considered the requirements of this clause the Member must approve an employee's application to access pregnancy-related illness leave.
- F15.6 An employee who has given notice that pregnancy-related illness leave will be (or is being) taken must provide reasonable evidence of the purpose for taking leave. This evidence may include a medical certificate from a registered medical practitioner or a registered health professional operating within their scope of practice.

Rate of payment

- F15.7 Pregnancy-related illness leave is granted without pay.

Effect on other entitlements

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

Interaction with other leave types

- F15.11 Pregnancy-related illness leave is in addition to any accrued personal leave entitlement.

F16 Unpaid Parental Leave

Purpose

- F16.1 Unpaid parental leave 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

- F16.2 Unpaid parental leave is available to an employee or an eligible casual employee where one of the following applies:
- F16.2.1 They or their domestic partner have or will have a responsibility for the care of a child following the birth or adoption of a child or the commencement of a permanent caring arrangement for a child.
- F16.2.2 Subclause F16.6 applies.

Entitlement

- F16.3 An employee is entitled to up to 2 years of parental leave following the child's birth, adoption or commencement of a permanent or long-term caring arrangement, less any period of paid parental leave accessed under clause F14 or bonding leave for non-ongoing employees accessed under F17 which the employee has taken in relation to the same child.
- Note: A casual employee is entitled to unpaid parental leave for pre-adoption purposes in accordance with the provisions of the NES.
- F16.4 An employee may apply for up to 52 additional weeks of unpaid parental leave for up to 2 further occasions of birth. The leave must be granted if all the following apply:
- F16.4.1 The unpaid parental leave is taken within 3 years following the child's birth, adoption or commencement of a permanent or long-term caring arrangement.
- F16.4.2 That the employee agrees, where necessary, to become unattached.
- F16.4.3 The unpaid parental leave is taken in periods of one week or more.
- F16.5 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.

Stillbirth and pregnancy loss

- F16.6 An employee is entitled to a period of unpaid parental leave in the event of stillbirth or pregnancy loss in accordance with the following:
- F16.6.1 An employee whose pregnancy ends in stillbirth after a period of 20 weeks gestation or more, is entitled to 52 weeks unpaid parental leave under this clause, less any period of paid leave accessed under clause F14.

- F16.6.2 An employee whose pregnancy ends in miscarriage or other loss of pregnancy between 12 weeks and the end of 19 weeks gestation is entitled to unpaid parental leave for the duration certified by a registered medical practitioner or registered health professional operating within their scope of practice as necessary.

Evidence and conditions

Notice and approval

- F16.7 An employee should discuss with the Member, as soon as practicable, their intention to be absent on unpaid parental leave.
- F16.8 An employee must make an application to the Member to access their unpaid parental leave entitlement.
- F16.9 The Member must approve an employee's application if satisfied the employee has met the requirements under this clause.

Documentary evidence

- F16.10 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 any of the following:
- F16.10.1 A birth certificate.
- F16.10.2 Documents from an adoption authority concerning the adoption of a child.
- F16.10.3 Documents relating to a permanent caring arrangement.

Commencing and using unpaid parental leave

- F16.11 Unpaid parental leave must commence within 2 years of the child's actual date of birth or date the employee assumes permanent caring responsibility unless subclause F16.12 applies.
- F16.12 Where ineligible for paid parental leave under clause F14, an employee who is pregnant must commence unpaid parental leave and resume duty in accordance with the following:
- F16.12.1 Unpaid parental leave must commence 6 weeks prior to the estimated delivery date of the child and the employee must not resume duty until 6 weeks after the actual delivery date, unless the employee provides evidence from a registered medical practitioner or midwife stating they are fit for duty. Where evidence is provided, the employee may continue working prior to the estimated date of birth as advised by the medical practitioner or midwife and resume duty as advised by the medical practitioner or midwife, subject to Member approval.
- F16.12.2 If unpaid parental leave has not already commenced, it must commence on the child's actual date of birth and continue for 6 weeks following, unless the employee provides evidence from a registered medical practitioner or midwife stating they are fit for duty.
- F16.13 At the end of this time the employee is entitled to return to work in accordance with the provisions in the NES.

Rate of payment

- F16.14 Unpaid parental leave is granted without pay.

Effect on other entitlements

- F16.15 Unpaid parental leave does not count as service for any purpose but does not break continuity of service.

- F16.16 Despite subclause F16.15, any period of unpaid parental leave taken during the period commencing 6 weeks prior to the estimated date of delivery of the child and ending 6 weeks after the actual date of birth of the child, counts as service for all purposes.

Interaction with other leave types

- F16.17 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on unpaid parental leave will not be paid as a normal public holiday.
- F16.18 An employee on unpaid parental leave may access annual and long service leave on full or half pay to the extent of available entitlements.
- F16.19 An application by an employee for personal leave during a period that would otherwise be a period of unpaid parental leave must be granted subject to the employee providing a certificate from a registered medical practitioner or registered health professional operating within their scope of practice, in accordance with subclause F4.46.

Keep in touch arrangements (unpaid parental leave)

- F16.20 An employee may, following an invitation from the Member, agree to attend the workplace on up to 10 separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.), less any keep in touch time approved during paid parental leave. An employee who has given birth may attend at any time after 6 weeks from the child's date of birth.
- F16.21 The employee will be paid at their ordinary hourly rate of pay for the hours that they attend the workplace in accordance with subclause F16.20. Keep in touch attendance counts as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to unpaid parental leave.

F17 Bonding Leave for non-ongoing employees

Purpose

- F17.1 Bonding leave is available for non-ongoing employees who have not completed 12 months of continuous service, retaining the previous bonding leave provisions enabling them to be absent from duty to do the following:
- F17.1.1 Bond with their newborn child, adopted child or a child for whom the employee's domestic partner has commenced a primary care giving role under a permanent caring arrangement.
- F17.1.2 Support the protection of the family and children under the *Human Rights Act 2004* (ACT).

Eligibility

- F17.2 Bonding leave for non-ongoing employees is available to non-ongoing employees (other than casual employees) who have not completed 12 months continuous service as at the time of the child's birth, adoption or the commencement of a permanent or long-term caring arrangement when the employee is not the primary care giver to the child.
- F17.3 An employee who is eligible for paid parental leave is not entitled to bonding leave for non-ongoing employees.
- F17.4 Where a non-ongoing employee completes 12 months of service and it is within 24 weeks from the child's actual date of birth or date the employee assumes permanent caring responsibility, they are entitled to paid parental leave in accordance with clause F14 less any leave taken under clause F17.

Entitlement

- F17.5 Under this clause, an employee is entitled to be absent on paid leave for a maximum of 5 weeks at, or near, the time of the birth, adoption or commencement of the permanent or long-term caring arrangement. The maximum absence may be increased by a further 1 week of personal leave for caring purposes.
- F17.6 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.
- F17.7 Bonding leave for non-ongoing employees is non-cumulative.
- F17.8 Bonding leave for non-ongoing employees must be taken within 14 weeks from the date of birth, adoption or commencement of the permanent or long-term caring arrangements, unless there are exceptional circumstances and the Member agrees to a longer period.
- F17.9 The 1 week of personal leave accessed as per subclause F4.33 may be taken at any time up to 14 weeks from the date of the birth, adoption or commencement of the permanent or long-term 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 paid or unpaid parental leave.

Evidence and conditions

- F17.11 An employee should discuss with the Member, as soon as practicable, their intention to be absent on bonding leave for non-ongoing employees.
- F17.12 Bonding leave for non-ongoing employees must be approved subject 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 for non-ongoing employees application is made, which may include any of the following:
- F17.13.1 A certificate from a medical practitioner or registered health professional operating within their scope of practice relating to the estimated or actual delivery date of a child.
 - F17.13.2 A birth certificate.
 - F17.13.3 Documents from an adoption authority concerning the adoption of a child.
 - F17.13.4 An authorisation as a kinship carer made under the *Children and Young Peoples Act 2008* (ACT).
 - F17.13.5 Documents confirming an arrangement consistent with the terms set out in clause F21.
- F17.14 Unless the Member determines that exceptional circumstances apply, bonding leave for non-ongoing employees must not be approved to care for any of the following:
- F17.14.1 A baby over 14 weeks old (not applicable in cases of adoption, permanent or long-term caring arrangements).
 - F17.14.2 An adopted adult or adult who is the subject of a permanent caring arrangement over 18 years old on the day of placement.

Rate of payment

- F17.15 Bonding leave for non-ongoing employees is granted with pay.

- F17.16 The rate of payment to be paid to the employee is the same rate as would be paid if the employee was granted personal leave.
- F17.17 Bonding leave for non-ongoing employees may be granted with full or half pay, or a combination of full and half pay, with credits to be deducted on the same basis. The maximum paid period is up to 10 weeks at half pay.

Effect on other entitlements

- F17.18 Bonding leave for non-ongoing employees counts as service for all purposes. Public holidays for which the employee is entitled to payment that fall during periods of absence on bonding leave for non-ongoing employees must be paid as a normal public holiday and will not extend the maximum period of bonding leave for non-ongoing employees.

F18 Transitional Arrangements for Birth Leave, Primary Care Giver Leave, Parental Leave, Bonding Leave and Adoption, Permanent or Long-Term Care Leave

- F18.1 This clause enlivens specified terms and conditions under the *Legislative Members' Staff Enterprise Agreement 2023-2026* (the prior Agreement).
- F18.2 This clause applies to employees who have had leave approved, used or who have commenced any of the following leave entitlements under the prior Agreement:
- F18.2.1 F14 - Birth leave
 - F18.2.2 F16 - Primary care giver leave
 - F18.2.3 F17 - Parental leave
 - F18.2.4 F18 - Bonding leave
 - F18.2.5 F20 - Adoption, permanent or long-term care leave
- F18.3 An employee whose leave under a leave type specified in subclause F18.2 commenced, or was approved to commence, under the prior Agreement must continue leave under the terms of the prior Agreement until one of the following occurs:
- F18.3.1 That leave entitlement is exhausted under the terms of the prior Agreement, or
 - F18.3.2 The employee requests leave approved or commenced under the prior Agreement be cancelled for the purpose of applying for an equivalent leave type under the current Agreement.
- F18.4 When approving a request per paragraph F18.3.2, the Member may consider eligibility and commencement requirements under clause F14 paid parental leave satisfied where an employee:
- F18.4.1 Previously satisfied eligibility requirements and commenced a paid leave entitlement under the prior Agreement; and
 - F18.4.2 The leave is taken within 24 months from the child's actual date of birth or date the employee assumes permanent caring responsibility.
- F18.5 Despite subclause F18.4, a non-ongoing employee must meet eligibility requirements under F14.4.
- F18.6 Where an employee commenced or has used a leave type specified in subclause F18.2, this leave will reduce an employee's corresponding leave entitlement under the current Agreement. This applies where paid or unpaid leave was taken for a comparable purpose in connection to the same birth or same adoption of a child or a child for whom they have assumed permanent or long-term care responsibility.

Note: For example, an employee who completed 6 weeks paid bonding leave under clause F17 of the prior Agreement will have 12 weeks paid parental leave available under clause F14 of the current Agreement provided it is still within 24 months from the

child's actual date of birth or date the employee assumes permanent caring responsibility. Any unused entitlement after the 24 month period will no longer be available.

F19 Grandparental Leave

Purpose

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

Eligibility

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

Entitlement

- F19.4 An eligible employee may be granted up to 52 weeks of grandparental leave, in relation to each grandchild under care. This leave may be taken over a period not exceeding 5 years.
- F19.5 Grandparental leave is available up until the fifth birthday of the grandchild for whom the employee is the primary care giver.
- F19.6 Grandparental leave is non-cumulative.
- F19.7 The length of a period of absence on grandparental leave must be agreed between the eligible employee and the 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 6 or 12 months.
- F19.8 If an employee is absent on grandparental leave and becomes a grandparent to another grandchild, for whom they are the primary care giver, a new application must be made as per subclause F19.10.

Evidence and conditions

- F19.9 An employee should discuss with their Member, as soon as practicable, their intention to be absent on grandparental leave.
- F19.10 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.
- F19.11 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 must be taken in accordance with subclause F3.1.
- F19.12 The Member should not approve an application for grandparental leave where an employee has an annual leave balance in excess of 8 weeks.
- F19.13 An application for grandparental leave must include one of the following types of evidence:

- F19.13.1 A statutory declaration or a medical certificate confirming the birth or the estimated date of delivery of the grandchild.
 - F19.13.2 The grandchild's adoption certificate or a statutory declaration confirming the adoption of the grandchild.
 - F19.13.3 A letter or a statutory declaration confirming that there is an authorised care situation.
- F19.14 If both grandparents are employees of the Territory either grandparent may be granted leave but the leave may not be taken concurrently.

Rate of payment

- F19.15 Grandparental leave is granted without pay.

Effect on other entitlements

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

Interaction with other leave entitlements

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

F20 Foster and Short-term Care Leave

Purpose

- F20.1 Foster and short-term care leave is available to employees to enable them to be absent from duty to do the following:
- F20.1.1 Care for a child in an emergency or other short term out of home care placement, including kinship arrangements and respite care, that has not been determined to be permanent.
 - F20.1.2 Support the protection of the family and children under the *Human Rights Act 2004* (ACT) and the *Children and Young People Act 2008* (ACT).

Eligibility

- F20.2 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.
- F20.3 An employee who has completed at least 12 months continuous service, including recognised prior service, immediately prior to commencing a period of foster and short-term care leave, is eligible for foster and short-term care leave.
- F20.4 An employee who has not completed 12 months continuous service may still be eligible for unpaid foster and short-term care leave.

Entitlement

- F20.5 An eligible employee is entitled to a period of paid leave proportionate to the duration of the caring arrangement per application, up to a maximum of 10 working days per calendar year.
- F20.6 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 10 working days.
- F20.7 An eligible employee is entitled to paid leave as per subclause F20.55 to undertake accreditation towards an enduring parental authority to care for the child to whom the current short term caring arrangement applies.
- F20.8 The entitlement under subclause F20.55 does not increase when the short-term caring arrangement involves more than one child at the time of application.
- F20.9 Foster and short-term care leave is non-cumulative.
- F20.10 Where an employee exhausts their paid leave entitlement under this clause the employee may seek approval for further unpaid leave.

Evidence and conditions

- F20.11 An employee should discuss with their Member, as soon practicable, their intention to be absent on foster and short-term care leave.
- F20.12 An employee must make an application, as soon as practicable, to the Member to access their foster and short-term care leave.
- F20.13 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 any of the following:
- F20.13.1 Documents relating to current and previous court orders granting responsibility for a foster child.
 - F20.13.2 Documents from a registered health professional or registered medical practitioner.
 - F20.13.3 A statutory declaration.
 - F20.13.4 Another form of evidence approved by the Member.
- F20.14 Having considering the requirements of this clause the Member may approve an employee's application to access foster and short term care leave. A decision not to approve the leave must be taken in accordance with subclause F3.1.

Rate of payment

- F20.15 Foster and short-term care leave is granted with pay or without pay.
- F20.16 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.
- F20.17 The approved leave period may be taken at full pay in a single block, or as single or part-days.

Effect on other entitlements

- F20.18 Paid foster and short-term care leave counts 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.
- F20.19 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid foster and short-term care leave must be paid as a public holiday and will not be considered to be foster and short-term care leave.

Interaction with other leave types

- F20.20 An eligible employee is 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.
- F20.21 Foster and short-term care leave will reduce an employee's 18 weeks of paid parental leave entitlement under clause F14 in relation to each occasion of adoption or commencement of a permanent or long-term caring responsibility.

F21 Concurrency Care Entitlement to Leave

- F21.1 For the purpose of subclause F21.2, a community organisation is an organisation involved with out-of-home care and adoption of children and young people, such as the following:
- F21.1.1 A member of the ACT Together consortium.
 - F21.1.2 Marymead Catholic Care.
 - F21.1.3 A similar organisation based outside the ACT.
- F21.2 For the purposes of subclause F21.3, a Concurrency Care Foster Care Program involves a community organisation placing a child with foster carers while restoration to the birth family is explored. If restoration is not achieved, the foster carers have an opportunity to care for the child permanently. The primary care giver in such an arrangement is required by the community organisation to take a minimum of 12 months leave to stabilise the placement of the child.
- F21.3 Notwithstanding clause F20, an employee who provides foster care under a Concurrency Care Foster Care Program, in accordance with arrangements approved by the Health and Community Services Directorate, will be entitled to apply for paid parental leave under clause F14, as if they had a permanent caring responsibility. Such employees are not entitled to leave under clause F20.

F22 Family, Domestic or Sexual Violence Leave

Purpose

- F22.1 Leave under this clause is available to employees to enable them to deal with the impact caused by family, domestic or sexual violence. The Assembly is committed to assisting employees experiencing family, domestic or sexual violence to remain in work, maintain their physical and financial security and access relevant services.

Eligibility

- F22.2 Family, domestic or sexual violence leave is available to all employees who are either:
- F22.2.1 Experiencing or have experienced family, domestic or sexual violence
 - F22.2.2 Supporting an immediate family member experiencing family, domestic or sexual violence.

Entitlement

- F22.3 An eligible employee is entitled to access paid family, domestic or sexual violence leave.
- F22.4 Family, domestic or sexual violence leave is used for, but not limited to, the following actions required as a consequence of family, domestic or sexual violence occurring:
- F22.4.1 Attendance at appropriate medical appointments, including for a referral to other appropriate counselling or support services.
 - F22.4.2 Obtaining legal advice.
 - F22.4.3 Attending counselling appointments.
 - F22.4.4 Seeking assistance from other relevant support services.

- F22.4.5 Attending court proceedings.
- F22.4.6 Attending prosecution appointments.
- F22.4.7 Attend police appointments.
- F22.4.8 Attending to Protection Order matters and Domestic Violence Order matters however termed.
- F22.4.9 Attending to issues arising through urgent property damage.
- F22.4.10 Seek veterinary assistance for pets injured.
- F22.4.11 Accessing alternative accommodation.
- F22.4.12 Accessing alternative childcare, early childhood education or schooling for children.
- F22.4.13 Any other reason relating to recovering from the effects of experiencing family, domestic or sexual violence.

Note: An employee, accessing leave under this provision, may require additional time for travel and recovery following attendance at appointments, proceedings etc.

- F22.5 Family, domestic or sexual violence leave may be taken as consecutive or single days, or as part-days.
- F22.6 For confidentiality, privacy and safety reasons family, domestic or sexual violence leave will not be attributed as any kind of leave on the employee's record or payslip unless required by legislation or requested by the employee.

Evidence and conditions

Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval from the Member, at a later date, as soon as practicable.

- F22.7 Evidence may be required to access family, domestic or sexual violence leave. An employee may provide any of the following:
 - F22.7.1 A statutory declaration.
 - F22.7.2 A document issued by the Police or a court.
 - F22.7.3 Certificate from a registered medical practitioner or registered health professional who is operating within their scope of practice.
 - F22.7.4 A document issued by a counsellor, social worker or psychologist.
 - F22.7.5 A document issued by a family violence support service, lawyer or a recognised domestic and family violence support service.
- F22.8 Any employee who is provided with information in connection with someone accessing support under this provision must take all reasonable measures to treat all information as strictly confidential. This includes, after sighting any supporting documentation, returning that documentation to the employee and keeping no record of such documentation.
- F22.9 Having considered the requirements of this clause the Member may approve an employee's application to access family, domestic or sexual violence leave. A decision not to approve the leave must be taken in accordance with subclause F3.1.

Rate of Payment

- F22.10 Family, domestic or sexual violence leave is granted with pay.
- F22.11 For an employee other than a casual employee, the rate of payment for family, domestic or sexual violence leave is the employee's full rate of pay, according to what would have been paid if the employee had not taken the period of leave.

F22.12 For a casual employee, the rate of payment for family, domestic or sexual violence leave is the employee's full rate of pay, according to what would have been paid if the employee had worked the hours in the period for which the employee was rostered or expected to be rostered.

F22.13 Family, domestic or sexual violence leave counts as service for all purposes.

Interaction with Other Leave Types

F22.14 Leave entitlements under clause F5 of this Agreement (Personal Leave in Special, Extraordinary or Unforeseen Circumstances) may be used by an employee who is seeking leave to support a person who is experiencing family, domestic or sexual violence that is not an immediate family member.

Employee Assistance

F22.15 Reasonable adjustments must be facilitated to ensure the employee's individual safety in the workplace, where the employee is experiencing, has experienced or is at risk of experiencing family, domestic or sexual violence including different work locations, removal or change of phone listing, changes to their work email address, removal of public access to contact details, including online profiles and other practicable workplace adjustments.

F23 Other Leave

Purpose

F23.1 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.

F23.2 Other leave may be granted in the interests of:

F23.2.1 The Assembly, a State, a Territory or the Commonwealth; or

F23.2.2 The community in general; or

F23.2.3 The employee.

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

Eligibility

F23.3 An employee who meets the eligibility requirements specified in Annex C is eligible to apply for that form of other leave.

Entitlement

F23.4 An employee may, subject to subclause F23.8, be granted other leave to the maximum period set out in Annex C.

Evidence and Conditions

F23.5 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.

F23.6 An employee must make an application to the Member to access a form of other leave.

F23.7 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 F3.1.

F23.8 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, whichever occurs first.

F23.9 The employee must, if requested by the Member, provide sufficient documentary evidence supporting the reason for the absence.

- F23.10 When considering requests for other leave, the Member will take into account all of the following:
- F23.10.1 The employee's circumstances.
 - F23.10.2 Community norms and obligations.
 - F23.10.3 The operational requirements of the workplace.
 - F23.10.4 Other available leave options.
 - F23.10.5 Any conditions on the entitlement as defined in Annex C.

Rate of Payment

- F23.11 Other leave may be granted with or without pay in accordance with Annex C.

Effect on Other Entitlements

- F23.12 A period of other leave will, or will not, count as service in accordance with Annex C.
- F23.13 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

- F23.14 Leave will not be granted under this provision if another form of leave is more appropriate.

F24 Long Service Leave

Purpose

- F24.1 Long service leave is available to employees to enable them to be absent from duty in recognition of their length of service in the public sector.

Eligibility

- F24.2 The eligibility requirements and entitlements for long service leave under the relevant determination made under the LAMS Act apply, subject to the provisions of this clause.

Entitlement

- F24.3 An employee may elect to receive an annual allowance calculated at 2.5% 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.
- F24.4 An Employee who makes no election under subclause F24.3 will accrue long service leave at the rate of 3 months for each 10 years of completed eligible employment, or an equivalent period of employment for casual employees, subject to:
- F24.4.1 a period without pay not to count as service of one day or more will not count towards long service accrual, but does not break a period of employment for the purpose of determining an employee's eligibility for long service leave; and
 - F24.4.2 long service leave accrues according to the employee's ordinary hours of work.
- F24.5 The Member may grant long service leave to an employee who accrues long service leave under subclause F24.4 to the extent of that employee's pro-rata long service leave credits after 7 years of completed eligible employment.
- F24.6 Pursuant to subclause F24.5, to encourage the flexible use of long service leave:
- F24.6.1 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

- F24.6.2 an employee may, in writing, request the approval of the Member to the partial or full payment in lieu (cash out) of their accrued long service leave credit. The payment in lieu is subject to a minimum payment of one week and will be based on the rate of pay the employee would have received had the employee taken the leave.
- F24.7 If the employee is on higher duties at the time of taking long service leave under paragraph F24.6.1, or cashing out long service leave under paragraph F24.6.2, payment for the leave at the higher duties rate will only be approved if the higher duties would have continued for the entire period of the leave taken, or the entire period of the leave is cashed out.
- F24.8 An employee who accrues long service leave under subclause F24.4, whose employment under the LAMS Act ceases otherwise than because of the employee's death, will receive payment on separation of any pro-rata long service leave entitlement, provided the employee has completed not less than one year of eligible employment, including any recognised service.
- F24.9 If an employee whose period of eligible employment is not less than one year dies, the approving authority may authorise payment of an amount equal to the amount that would have been payable to the employee if the employee had, on the day the employee died, ceased to be an employee otherwise than because of death, on or after, the employee attaining the minimum retiring age.

Evidence and Conditions

- F24.10 An employee should discuss with the Member as soon as practicable their intention to be absent on long service leave.
- F24.11 An employee must make an application to the Member to access their long service leave entitlement.
- F24.12 Having considered the requirements of this section the Member may approve an employee's application to access long service leave.
- F24.13 If the Member does not approve an application by an employee for long service leave because of operational requirements the Member must consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.

Effect on Other Entitlements

- F24.14 Long service leave will count as service for all purposes.
- F24.15 When applying for long service leave an employee must seek approval if they propose to engage in outside employment during the leave.

F25 Disability Leave

Purpose

- F25.1 The following definitions apply to disability leave:
- F25.1.1 Disability means long-term physical, mental, intellectual or sensory impairments which in interaction with various barriers may hinder a person's full and effective participation in society on an equal basis with others.

Purpose

- F25.2 Disability leave is available to employees to enable them to be absent from duty for the purposes of activities associated with an employee's disability.
- F25.3 Disability leave supports the Territory's commitment to being an equitable employer and to support employees with disability to balance their work commitments with appointments or activities associated with their disability.

Eligibility

- F25.4 Disability leave is available to employees, other than casual employees, who have a disability as defined in subclause F25.1.1.

Entitlement

- F25.5 Employees eligible for disability leave will be entitled up to a maximum of 5 days of disability leave per calendar year, subject to the provision of appropriate evidence. Disability leave is non-cumulative.
- F25.6 An employee may be granted disability leave from the first day of service.
- F25.7 The use of disability leave is restricted to activities associated with an employee's disability, and is not to be used as a substitute for personal leave entitlements available under clause F4.
- F25.8 Disability leave is to be used for activities or appointments associated with the employee's disability, including, but not limited to any of the following:
- F25.8.1 To attend appointments with medical practitioners.
 - F25.8.2 To attend treatment, rehabilitation, therapy or counselling.
 - F25.8.3 To attend tests or assessments.
 - F25.8.4 To receive delivery of, fitting, repairing, maintaining and undergoing training in use of orthoses, prostheses, adaptive equipment, or other aids.
 - F25.8.5 To obtain wheelchair or other equipment maintenance or replacement.
 - F25.8.6 To access supports such as mutual, peer or community support, or mentoring within the disability community.
- F25.9 Disability leave may be taken as consecutive or single days, or as part days.

Evidence and Conditions

- F25.10 Employees wishing to access disability leave should discuss their intention to take leave with the Member as soon as practical.
- F25.11 An employee must make an application to the Member to access disability leave accompanied by supporting documentary evidence.
- F25.12 Documentary evidence may include any of the following:
- F25.12.1 A medical certificate from a registered medical practitioner or registered health professional operating within their scope of practice.
 - F25.12.2 A written referral, issued by a registered medical practitioner.
 - F25.12.3 A statutory declaration.
 - F25.12.4 Other reasonable forms of documentation.
- F25.13 Documentary evidence must be sighted by the Member and returned to the employee without keeping record of the evidence.
- F25.14 Having considered the requirements of this clause the Member may approve an employee's application to access disability leave, subject to operational requirements in the workplace.
- F25.15 If the Member does not approve an employee's application for disability leave because of operational requirements, the Member must consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.

Employee Support

- F25.16 An employee may initiate a request to seek support through a flexible work arrangement and reasonable adjustments under clause E2.

- F25.17 Following a request made under subclause F25.16, the Member and employee will jointly prepare and agree to the individual plan.

Rate of Payment

- F25.18 Disability leave must be granted with pay.
- F25.19 The rate of payment to be paid to the employee during a paid period of disability leave is the same rate as would be paid if the employee was granted paid personal leave.

Effect on Other Entitlements

- F25.20 Employees who are unable to attend work due to illness related to their disability may utilise personal leave.
- F25.21 Disability leave will count as service for all purposes.
- F25.22 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on disability leave must be paid as a normal public holiday.

Interaction with Other Leave Entitlements

- F25.23 Where an employee has exhausted their disability leave entitlement, they may apply to the Member for approval to take personal leave, or other forms of paid leave such as annual leave or long service leave.

F26 Surrogacy Leave

Purpose

- F26.1 Surrogacy leave is available to pregnant employees who have entered into a valid surrogacy arrangement to enable them to be absent from duty to do both of the following:
- F26.1.1 Support their own wellbeing.
 - F26.1.2 Support the employee's right to continuity of service.

Eligibility

- F26.2 An employee who is pregnant as part of a valid Australian surrogacy agreement is eligible to be absent on surrogacy leave.
- F26.3 An employee who is eligible for surrogacy leave is not entitled to paid parental leave under clause F14.
- F26.4 An employee is eligible for surrogacy leave where one of the following applies:
- F26.4.1 The employee gives birth to a living child as part of a valid surrogacy agreement.
 - F26.4.2 The employee's pregnancy as part of a valid surrogacy agreement ends at or within 20 weeks of the estimated date of delivery other than by the birth of a living child (including stillbirth).
- F26.5 Where an employee's pregnancy ends more than 20 weeks before the estimated date of delivery of the child any surrogacy leave which has been prospectively approved must be cancelled. In this circumstance the employee is eligible for a period of unpaid surrogacy leave for the duration certified by a registered medical practitioner or registered health professional operating within their scope of practice as necessary. The employee may also become eligible for compassionate leave in accordance with clause F12.

Eligibility – paid surrogacy leave

- F26.6 An employee, other than a casual employee, who is eligible for surrogacy leave and who has completed 12 months of continuous service, including recognised prior service,

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

- F26.7 An employee, other than a casual employee, who is eligible for surrogacy leave and who completes twelve months of continuous service within the first 12 weeks of surrogacy leave is eligible for paid surrogacy leave for the period between completing twelve months of service and the end of the first 12 weeks of surrogacy leave.
- F26.8 An employee who is eligible for paid surrogacy leave and who is on approved leave without pay is eligible for paid surrogacy leave for the period between completing the approved period of leave without pay and the end of the first 12 weeks of surrogacy leave.

Entitlement

- F26.9 Subject to subclause F26.6, an employee who is eligible for paid surrogacy leave is entitled to 12 weeks of paid leave in relation to each birth.
- F26.10 To avoid doubt, the entitlement under this clause does not increase in cases of multiple births.
- F26.11 Surrogacy leave is non-cumulative.
- F26.12 Subject to subclauses F27.13 and F27.14, a surrogate who is eligible for surrogacy leave must absent themselves from duty for a period commencing 6 weeks prior to the estimated date of delivery of the child and ending six weeks after the actual date of birth of the child.
- F26.13 A surrogate who produces evidence from a registered medical practitioner or a midwife stating they are fit for duty until a date less than 6 weeks prior to the estimated date of delivery of the child may continue to work up until a date recommended by the medical practitioner or midwife, subject to the approval of the Member.
- F26.14 A surrogate who has given birth to a child and produces evidence from a registered medical practitioner or midwife stating they are fit for duty from a date less than 6 weeks after the date of birth of the child may resume duty on a date recommended by the medical practitioner or midwife operating within their scope of practice, subject to the approval of the Member.
- F26.15 A surrogate who has given birth to a child may resume duty following the end of the 6-week period after the birth of the child, and earlier than the end of the approved period of surrogacy leave subject to the approval of the Member.
- F26.16 An employee who has given birth to a child is entitled to return to work in accordance with the provisions in the NES of the FW Act.

Evidence and conditions

- F26.17 An employee must give notice to the Member as soon as practicable of their intention to be absent on surrogacy leave.
- F26.18 Surrogacy leave is deemed to be approved, however, an employee must submit an application to the Member for any period of surrogacy leave.
- F26.19 Having considered the requirements of this clause the Member must approve an employee's application to access surrogacy leave.
- F26.20 Prior to commencing surrogacy leave an employee will provide the Member with documentary evidence of both the following:
- F26.20.1 The pregnancy and the estimated date of delivery from a registered medical practitioner or registered health professional who is operating within their scope of practice.
 - F26.20.2 Evidence of the valid surrogacy arrangement.

- F26.21 If requested by the Member, an employee must provide the Member with documentary evidence of the birth and the date of the birth of the child as soon as possible after the birth of the child. Such documentary evidence may include a copy of the birth certificate or documents provided by a registered medical practitioner or registered health professional who is operating within their scope of practice.

Rate of payment

- F26.22 The rate of payment to the employee during a paid period of surrogacy leave is the same rate as would be paid if the employee was granted paid personal leave.
- F26.23 Despite subclause F26.22, where an employee varies their ordinary hours of work, either from part-time to full-time, from part-time to different part-time, or from full-time to part-time, during the 12 month period directly preceding surrogacy leave, the rate of payment for the paid component of their surrogacy leave, which will be capped at full-time rates, will be calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the 12 month period immediately before the period of surrogacy leave commences.
- F26.24 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause F26.23.

Effect on other entitlements

- F26.25 Surrogacy leave with pay will count as service for all purposes.
- F26.26 Any period of unpaid surrogacy leave taken by an employee during the period commencing 6 weeks prior to the estimated date of delivery of the child and ending 6 weeks after the actual date of birth of the child will count as service for all purposes.
- F26.27 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on surrogacy leave will not be paid as a normal public holiday.

Interaction with other leave entitlements

- F26.28 An employee who is eligible for surrogacy leave is not entitled to paid parental leave under clause F14.

F27 Gender Affirmation Leave

Purpose

- F27.1 Gender affirmation leave is available to employees to enable them to be absent from duty for the purposes of activities associated with affirming an employee's gender.

Eligibility

- F27.2 Gender affirmation leave is available to employees, other than casual employees, who are affirming their gender.

Entitlement

- F27.3 Gender affirmation leave is available to an employee during the course of their employment to undertake necessary gender affirmation steps and procedures.
- F27.4 An employee undergoing gender affirmation is entitled, subject to the provision of appropriate evidence, to both the following:
- F27.4.1 Up to 4 weeks (20 days) paid leave, or up to 8 weeks (40 days) at half pay.
 - F27.4.2 Up to 48 weeks unpaid leave.
- F27.5 Leave for gender affirmation purposes is in addition to other leave entitlements, and is to be used for activities associated with affirming an employee's gender, including, but not limited to any of the following:
- F27.5.1 To attend appropriate medical or psychological appointments.

- F27.5.2 To attend counselling appointments.
- F27.5.3 To obtain legal advice or attend documentation amendment appointments.
- F27.5.4 To obtain hormonal treatments.
- F27.5.5 To undergo gender affirmation surgery or to attend surgery-related appointments.

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

- F27.6 Leave for gender affirmation purposes may be taken as consecutive or single days, or as part-days.

Evidence and conditions

- F27.7 Employees wishing to access gender affirmation leave should discuss their intention to take leave with the Member, or an appropriate HR Manager, as soon as practical.
- F27.8 An employee must make an application to the Member to access gender affirmation leave. As far as practicable an employee will provide at least 4 weeks' written notice of their intended commencement date together with supporting documentary evidence.
- F27.9 Evidence may include any of the following:
 - F27.9.1 A medical certificate from a registered medical practitioner or registered health professional operating within their scope of practice.
 - F27.9.2 A written referral, issued by a registered medical practitioner, to a counsellor.
 - F27.9.3 A document issued by a counsellor.
 - F27.9.4 A legal or other document issued by a State, Territory, or Federal Government organisation.
 - F27.9.5 A statutory declaration.
- F27.10 Having considered the requirements of this clause the Member may approve an employee's application to access gender affirmation leave.

Rate of payment

- F27.11 Gender affirmation leave will be granted with pay for the first 4 weeks, or 8 weeks at half pay.
- F27.12 Paid gender affirmation leave may be taken with full or half pay, or a combination of full and half pay, with credits to be deducted on the same basis. The maximum paid period is up to 8 weeks at half pay.
- F27.13 The rate of payment to be paid to the employee during a paid period of gender affirmation leave is the same rate as would be paid if the employee was granted paid personal leave.

Effect on other entitlements

- F27.14 Leave with pay for gender affirmation purposes will count as service for all purposes. Leave without pay for gender affirmation purposes will not count as service for any purpose, but will not break an employee's continuity of service.
- F27.15 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on gender affirmation leave will be paid as a normal public holiday.

Interaction with other leave entitlements

- F27.16 An application by an employee for long service leave or annual leave during a period that would otherwise be an unpaid period of gender affirmation leave will be granted to the extent of available entitlements.
- F27.17 An application by an employee for personal leave during a period that would otherwise be an unpaid period of gender affirmation leave will be granted subject to the employee providing a certificate from a registered medical practitioner or registered health professional operating within their scope of practice to the extent of available entitlements.

F28 Reproductive Leave

Purpose

- F28.1 Reproductive leave is available to employees, other than casual employees, to enable them to be absent from duty for reproductive health-related reasons, including management of chronic reproductive health conditions, assisted reproductive treatments and associated medical appointments or procedures.

Eligibility

- F28.2 Paid reproductive leave is available to an employee, other than a casual employee:
- F28.2.1 When chronic reproductive health conditions (such as, but not limited to, endometriosis, dysmenorrhea, adenomyosis, polyendocrine metabolic ovarian syndrome, previously known as polycystic ovary syndrome, and menopause symptoms) require absence from the workplace;
 - F28.2.2 When menstruation symptoms require absence from the workplace;
 - F28.2.3 To receive fertility treatment such as, but not limited to, in vitro fertilisation (IVF);
 - F28.2.4 To attend preventative screening associated with reproductive health, including but not limited to, breast and prostate screening;
 - F28.2.5 For treatment associated with reproductive health including, but not limited to, hysterectomy and vasectomy; and
 - F28.2.6 For reasonable travel time required to access reproductive health services, including interstate travel.
- F28.3 An employee who has completed at least 12 months continuous service, including recognised prior service, immediately prior to commencing reproductive treatments is eligible for reproductive leave.
- F28.4 Reproductive leave is not available to the partner of the person accessing the leave type unless they meet the eligibility requirements for this leave.
- F28.5 These provisions do not apply in respect of the birth of a child of the employee's legal surrogate or the adoption of a child or children by the employee.

Entitlement

- F28.6 The employee is entitled to up to 10 days paid reproductive leave per calendar year.
- F28.7 Leave is non-cumulative and may be taken as single or consecutive days.
- F28.8 Despite clause F2, reproductive leave may be taken as part-days.

Evidence and Conditions

- F28.9 An employee should discuss with the Member, as soon as practicable, their intention to be absent on reproductive leave.
- F28.10 An employee must make an application to the Member to access their reproductive leave.

- F28.11 The Member may request documentary evidence supporting the employee's request to access reproductive leave. Documentary evidence may include:
- F28.11.1 A certificate from a registered medical practitioner or registered health professional operating within their scope of practice.
 - F28.11.2 A statutory declaration made by the employee.
- F28.12 Having considered the requirements of this clause, the Member may approve an employee's application to access reproductive leave.

Rate of Payment

- F28.13 The rate of payment to be paid to the employee during a paid period of reproductive leave is the same rate as would be paid if the employee was granted paid personal leave.

Effect on Other Entitlements

- F28.14 Reproductive leave will count as service for all purposes.
- F28.15 Public holidays for which the employee is entitled to payment that fall during periods of absence on reproductive leave will be paid as a normal public holiday and must not be deducted from the employee's annual reproductive leave balance.

Interaction with Other Leave Types

- F28.16 Paid reproductive leave must not be taken concurrently with any other forms of leave.

Section G Communication and Consultation

G1 Consultation

- G1.1 There should be effective consultation with an employee(s) and their representatives on, and employee participation in, decisions that affect them. 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 that would have a significant effect on an employee or a group of employees, the Chief Minister or Member will consult with the affected employees and the union(s). Consultation means a genuine opportunity to contribute to and influence the decision-making process prior to decisions being made.
- G1.2.1 Significant effect includes, but is not limited to, effects of proposals that deal with any of the following:
- G1.2.1 (a) the termination of the employment of employees through redundancy.
 - G1.2.1 (b) changes to the composition, operation or size of the office workforce or the skills required of employees.
 - G1.2.1 (c) the alteration of hours of work.
 - G1.2.1 (d) the need to retrain employees.
 - G1.2.1 (e) the need to physically relocate employees.
 - G1.2.1 (f) the restructuring of job-roles, positions or structures.
 - G1.2.1 (g) changes to employment policies.
 - G1.2.1 (h) anything likely to materially affect workloads.
- G1.3 An employee(s) and/or their representatives may also initiate consultation on any matters or proposals if such consultation hasn't already been initiated under subclause G1.2.
- G1.4 The Chief Minister or Member will provide relevant information to assist the employee(s) and the union(s) to understand the reasons for the proposed changes and the likely impact of these changes so that the employee(s) and union(s) are able to contribute to the decision making process.
- G1.5 In addition to the consultation outlined in subclauses G1.1 to G1.3, for the purpose of providing effective consultation:
- G1.5.1 Adequate time will be provided to employees and the union(s) to consult with management;
 - G1.5.2 A LAMS Consultative Committee (LAMS CC) will be established, with membership to be agreed by the Chief Minister and the union(s) following commencement of this Agreement; and
 - G1.5.3 Additional levels of consultation, such as a Workplace Consultative Committee, may be established to operate at the local level.
- G1.6 The purpose of the LAMS CC is to:
- G1.6.1 monitor the operation and implementation of this Agreement;
 - G1.6.2 consider any proposed new or proposed significant changes to Assembly policy statements and guidelines that relate to the provisions of this Agreement; and
 - G1.6.3 consult on workplace matters significantly affecting employees.

- G1.7 The LAMS CC will meet within 2 months of the commencement of this Agreement. The purpose of this meeting is to agree on the terms of reference, which will include the consultative structure to operate during the term of this Agreement.
- G1.7.1 The LAMS CC will meet no less than once in any 12 month period thereafter, unless a different period is agreed in the Terms of Reference.
- G1.7.2 Additional meetings of the LAMS CC may also be convened if requested by any member of the LAMS CC, or as determined by the Terms of Reference.

Consultation on changes to regular rosters or ordinary hours of work

- G1.8 Where the Member proposes to introduce a change to the regular roster or ordinary hours of work of employees, the following will apply:
- G1.8.1 the Member must notify the relevant employees of the proposed change;
- G1.8.2 the Member must recognise the affected employee(s) union or other representative;
- G1.8.3 as soon as practicable after proposing to introduce the change, the Member must:
- G1.8.3 (a) discuss with the relevant employees the introduction of the change; and
- G1.8.3 (b) for the purposes of the discussion, provide to the relevant employees:
- G1.8.3 (b) (i) all relevant information about the change, including the nature of the change; and
- G1.8.3 (b) (ii) information about what the Member reasonably believes will be the effects of the change on the employees; and
- G1.8.3 (b) (iii) information about any other matters that the Member reasonably believes are likely to affect the employees; and
- G1.8.3 (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- G1.9 However, the Member is not required to disclose confidential or commercially sensitive information to the relevant employees.
- G1.10 The Member must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- G1.11 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 G1.8.
- G1.12 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 Freedom of Association

- G2.1 The Territory and Member of the Legislative Assembly will recognise 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 and Member of the Legislative Assembly will

recognise that employees who choose to be members of a union have the right to choose to have their industrial interests represented by the union.

- G2.2 Employees in negotiations of any kind are entitled to negotiate collectively where they so choose.
- G2.3 Employees engaging in negotiations of any kind are entitled to be represented by a representative of their choice. The Territory will deal with any such representative in good faith.

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

- G3.1 The Territory acknowledges the rights of its employees to be represented on any workplace relations matter 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).
- G3.2 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.
- G3.3 In addition, the Territory will:
 - G3.3.1 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;
 - G3.3.2 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;
 - G3.3.3 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
 - G3.3.4 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.
- G3.4 For the avoidance of doubt, nothing in subclause G3.3 should be taken as conferring a right of entry that is contrary to, or for which there is otherwise, a right of entry under the FW Act.

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

- G4.1 For the purpose of ensuring that 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.
- G4.2 Reasonable access to Assembly facilities, including the internal courier service, access to the ACT Government communication systems including access to a noticeboard, 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.

- G4.3 In addition to the Assembly facilities outlined in subclause G4.2, where available, a union or employee representative who is an employee of the Territory will be able to establish designated Microsoft 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.
- G4.4 A union or other employee representative who is an employee of the Territory will be provided with adequate paid time off from their usual working hours, to undertake duties to represent other employees.
- G4.5 While the representative duties would normally be expected to be performed within the workplace, on occasions the union or employee representative may be required to conduct these duties external to the workplace.
- G4.6 The role of union workplace delegates and other recognised union representatives is to be respected and facilitated. The Territory and union workplace delegates must deal with each other in good faith.
- G4.7 Pursuant to the FW Act, the Territory must not do any of the following:
- G4.7.1 Unreasonably fail or refuse to deal with a workplace delegate.
 - G4.7.2 Knowingly or recklessly make false or misleading representation to a workplace delegate.
 - G4.7.3 Unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate.
- G4.8 In addition to other provisions in this Agreement, in discharging their representative roles at the workplace level, the rights of union workplace delegates include, but are not limited to:
- G4.8.1 The right to be treated fairly and perform their role as workplace delegate without any discrimination in their employment;
 - G4.8.2 Recognition by the Territory that endorsed workplace delegates speak on behalf of their members in the workplace;
 - G4.8.3 The right to participate in collective bargaining on behalf of those who they represent, as per the FW Act;
 - G4.8.4 The right to reasonable paid time off from their usual working hours to:
 - G4.8.4 (a) provide information and seek feedback from employees in the workplace on workplace relations matters in the Assembly during normal working hours;
 - G4.8.4 (b) represent the interests of members to the employer and industrial tribunals;
 - G4.8.4 (b) (i) consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
 - G4.8.5 The right to email employees in their workplace to provide information to and seek feedback, subject to individual employees exercising a right to 'opt out';
 - G4.8.6 The right to consultation, and access to relevant information about the workplace and the Assembly, subject to privacy legislation and other relevant legislation;
 - G4.8.7 The right to undertake their role as union representatives on Assembly workplace relations consultative committee(s);

- G4.8.8 Reasonable access to Assembly facilities (including internet and email facilities, meeting rooms, lunchrooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union;
- G4.8.9 The right to address new employees about union membership at the time they enter employment in their workplace;
- G4.8.10 The right to access appropriate training in workplace relations matters including training provided by a union in accordance with clause G5.
- G4.9 In exercising their rights under subclause G4.8, workplace delegates and unions will adhere to Assembly policies and guidelines and consider operational issues and the likely effect on the efficient operation of the Assembly and the provision of services.

G5 Attendance or Participation in Training or Union Activity

- G5.1 The Member must grant leave to an employee who is a member of a union to:
 - G5.1.1 Attend training courses or seminars on industrial relations, or other matters relevant to workplace representation; or
 - G5.1.2 Participate in other union activity that has been organised or endorsed by the union which relates to the employee's role as union member.
- G5.2 This leave is subject to the following conditions:
 - G5.2.1 That operating requirements permit the granting of leave;
 - G5.2.2 That the scope, content and level of the short courses contribute to the better understanding of industrial relations issues;
 - G5.2.3 Leave granted under this clause will be with full pay, not including the LAMS Allowance or overtime; and
 - G5.2.4 Each employee will not be granted more than fifteen days leave in any calendar year.
- G5.3 If the employee has applied for leave under subclause G5.1 and the Member rejected the application because of operational requirements, approval of any subsequent application for leave by the employee under subclause G5.1 will not be withheld unreasonably, provided that the employee gives the Member at least 14 days' notice in writing.
- G5.4 Courses to which subclause G5.1 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).
- G5.5 Leave granted for this purpose will count as service for all purposes.

G6 Dispute Avoidance/Settlement Procedures

- G6.1 The objective of these procedures is the prevention and resolution of disputes about both of the following:
 - G6.1.1 Matters arising in the workplace, including disputes about the interpretation or implementation of this Agreement; and
 - G6.1.2 The application of the NES.
- G6.2 For the purposes of this clause, except where the contrary intention appears, the term 'parties' refers to 'parties to the dispute'.
- G6.3 All persons covered by this Agreement agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of, disputes.

- G6.4 An employee who is a party to the dispute may appoint a representative, which may be a relevant union, for the purposes of the procedures of this clause.
- G6.5 In the event there is a dispute, the following processes will apply.
- G6.6 Where appropriate, the relevant employee or the employee's representative will discuss the matter with the Member.
- G6.7 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.
- G6.8 If the dispute remains unresolved after this procedure, a party to the dispute may refer the matter to the FWC.
- G6.9 The FWC may deal with the dispute in 2 stages:
- G6.9.1 The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - G6.9.2 If the FWC is unable to resolve the dispute at this first stage, the FWC may then:
 - G6.9.2 (a) arbitrate the dispute; and
 - G6.9.2 (b) make a determination that is binding on the parties.
- G6.10 The FWC may exercise any powers it has under the FW Act as are necessary for the just resolution or determination of the dispute.
- G6.11 A person may be assisted and represented at any stage in the dispute process in the FWC on the same basis as applies to representation before the FWC under section 596 of the FW Act.
- G6.12 All persons involved in the proceedings under subclause G6.9 will participate in good faith.
- G6.13 Unless the parties agree to the contrary, the FWC will, in responding to the matter, have regard to whether a party has applied the procedures under this term and acted in good faith.
- G6.14 The parties agree to be bound by a decision made by the FWC in accordance with this clause.
- G6.15 Notwithstanding subclause G6.14, any party may appeal a decision made by the FWC in accordance with the FW Act.
- G6.16 Despite the above, the parties may agree to submit the dispute to a body or person other than the FWC. Where the parties agree to submit the dispute to another body or person:
- G6.16.1 All of the above provisions apply, unless the parties agree otherwise; and
 - G6.16.2 References to the FWC in the above provisions will be read as a reference to the agreed body or person;
 - G6.16.3 All obligations and requirements on the parties and other relevant persons under the above provisions will be complied with; and
 - G6.16.4 The agreed body or person must deal with the dispute in a manner that is consistent with section 740 of the FW Act.
- G6.17 While the parties are trying to resolve the dispute using procedures in this clause:
- G6.17.1 An employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and

- G6.17.2 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:
- G6.17.2 (a) the work is not safe; or
 - G6.17.2 (b) applicable work health and safety legislation would not permit the work to be performed; or
 - G6.17.2 (c) the work is not appropriate for the employee to perform; or
 - G6.17.2 (d) there are other reasonable grounds for the employee to refuse to comply with the direction.

G6.18 Any dispute formally commenced in accordance with clause G6 under *the ACT Legislative Assembly Members' Staff Enterprise Agreement 2023 – 2026*, but not concluded before the commencement of this Agreement, shall continue to be dealt with in accordance with the dispute settlement provisions in this Agreement. Any steps already taken in that process will be recognised and accepted by parties and the FWC as steps taken for the purpose of this clause.

G7 Artificial Intelligence

- G7.1 The parties acknowledge the following in relation to Artificial Intelligence (AI):
- G7.1.1 Technological advancements in AI have the potential to change the Territory's administration and practice, including the way employees perform their duties.
 - G7.1.2 The Territory is committed to the safe, ethical and responsible adoption of AI to enhance service delivery while protecting human rights and privacy.
 - G7.1.3 AI must not be used as the sole process or basis for decisions relating to employees' employment, including performance management, access to entitlements, rostering, and recruitment and selection.
 - G7.1.4 Where the introduction of AI technologies in a workplace may result in substantial changes to Legislative Assembly staff roles, these changes must be consulted with the affected workforce, in accordance with this Agreement. This includes that an affected employee or group of employees may be represented by the union during the consultation process.

Section H Workplace Values and Behaviours

H1 Introduction

- H1.1 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 Members and employees act responsibly and are accountable for their actions and decisions.
- H1.2 Bullying, harassment and discrimination of any kind will not be tolerated in the Assembly. It is recognised that bullying, harassment and discrimination in the workplace has both emotional and financial costs and that both systemic and individual instances of bullying and harassment are not acceptable.
- H1.3 The following provisions of Section H contain procedures for managing workplace behaviours that do not meet expected standards and management of misconduct.
- H1.4 The provisions in this Section promote for the principles of natural justice and procedural fairness.
- H1.5 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.
- H1.6 Noting that the provisions of this Section H are similar to terms and provisions describing workplace values and behaviours in other ACTPS enterprise agreements. If an employee moves to the ACT Public Service, either on a permanent or temporary basis, while a misconduct process is underway, and irrespective of whether this Agreement or another ACTPS Enterprise Agreement applied to the employee at the time the misconduct process commenced, the misconduct process may continue and, if the process continues, the employee is required to continue to participate in the process.
- H1.6.1 Any disciplinary action and sanction which is determined to be applied under clause H9 will be applied to the employee in their new position, where the relevant delegate determines it is appropriate and necessary and having due regard to the nature of the misconduct and the changes in employment circumstances including any material bearing on the employee's duties and responsibilities in their new position.
- H1.7 If an employee's employment has ended while a misconduct process is underway, the employing Member will do one of the following:
- H1.7.1 Determine to complete the misconduct process under Section H of this Agreement, including inviting the employee to participate in the process, such that the outcome of the process can be taken into account with any application by the employee to subsequently re-enter employment with the Member of the Legislative Assembly.
- H1.7.2 Determine to stay the misconduct process under Section H of the Agreement, upon the employee's end of employment and communicate to the employee that the misconduct process may recommence if the employee subsequently re-enters, or seeks to re-enter, employment with a Member of the Legislative Assembly.
- H1.7.3 Determine to discontinue the matter.
- H1.8 Any disciplinary action and sanction which is determined as a consequence of a resumed misconduct process may be imposed on the employee in their new position in

accordance with H1.6.1 or taken into account with any application by the employee to subsequently re-enter employment with a Member of the Legislative Assembly.

H2 Preliminary Assessment

- H2.1 The preliminary assessment is a means of determining if there is a workplace issue, and the most appropriate way to resolve it. The preliminary assessment must be conducted expeditiously. The outcome should be focused on the workplace issue and an appropriate response that addresses the issue in context. The preferred approach whenever possible is to resolve the issue through a local and low level approach, and in a non-disciplinary way.
- H2.2 In cases where a workplace issue arises such as an allegation of inappropriate behaviour or alleged misconduct the Member must undertake an assessment to determine whether the matter can be resolved locally or whether further action is required or not.
- H2.3 The Member may inform and/or seek advice from, or the assistance of, an appropriate Human Resources adviser.
- H2.4 The assessment should be done in an expeditious manner and generally be limited to having communication (either verbal or written) about the issue, with relevant employees, and, if requested, their representatives.
- H2.5 Although the principles of procedural fairness apply, this assessment is not a formal investigation (as this may occur after the assessment is undertaken) and is designed to enable a Member to quickly determine whether formal investigation is needed or not to resolve the issues.
- H2.6 When undertaking an assessment, the nature, circumstances and context of the issue should be considered when informing the response.
- H2.7 Following this process, if the Member determines that the issue:
- H2.7.1 requires no further action, then no further action needs to be taken;
 - H2.7.2 can be resolved through formal or informal counselling, other remedial action, or assistance to the employee then the Member will implement such action;
 - H2.7.3 is better resolved through Internal Review procedures set out in this Agreement or appropriate external mechanisms, the Member will refer the matter accordingly;
 - H2.7.4 is related to underperformance processes under Section I, the Member will commence an underperformance process where this is warranted;
 - H2.7.5 requires investigation, the Member will conduct an investigation;
 - H2.7.6 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.
- H2.8 If it is appropriate to do so, the Member will inform the relevant employees where a preliminary assessment process is commenced under subclause H2.2, and will communicate the outcomes to relevant employees and their representatives if any.
- H2.9 In performing the preliminary assessment the relevant authorising officer may authorise access to relevant 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.
- H2.10 The Member may determine that no investigation is necessary where the employee admits to the alleged misconduct and the employee agrees that there is no need for an investigation. The employee must fully understand the misconduct they are admitting to and make an admission statement.

- H2.11 Where an employee makes an admission in accordance with subclause H2.10 the Member may determine the appropriate disciplinary action/sanction in accordance with clause H9 . 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 H9 to be made.

H3 Counselling

- H3.1 Counselling may happen outside of the preliminary assessment and misconduct processes. This is an opportunity for the employee and the Member to discuss possible causes and remedies for identified workplace problems. All parties have an obligation to participate in counselling in good faith.
- H3.2 Counselling can be conducted either informally through coaching and feedback or formally.
- H3.3 Informal counselling is a non-disciplinary method utilised to resolve a workplace issue. It should be used as a supportive, feedback type mechanism. Coaching and feedback should encourage and support the employee in understanding the requirements and expectations of a public servant in their role.
- H3.4 Formal counselling is counselling that an employee is required to participate and is available as remedial action following the outcome of a preliminary process under subclause H2 . An employee may be directed to participate in formal counselling.
- H3.5 In cases where counselling is considered to be appropriate, the employee will be informed what the discussion will be about and be invited to have a support person, who may be the employee's union or other employee representative, present at the counselling and will allow reasonable opportunity for this to be arranged. The employee must be advised whether the counselling is considered a formal or informal process.
- H3.6 In the cases where the counselling is considered to be formal, 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, the time frames within which these changes or improvements must occur and may include a written direction about future expectations, standards and behaviours.
- H3.7 The record of formal counselling will be provided to the employee and the employee given an opportunity to correct any inaccuracies and provide comments before signing the record. The employee's signature is taken as representing their full agreement that the record accurately reflects the discussion. If the employee elects not to sign the record, then details of the offer and any reasons given for refusal will be clearly noted.
- H3.8 Where the Member considers that the employee's conduct has not improved following formal or informal counselling, a misconduct process may be undertaken in relation to continued and/or subsequent behaviour, following a preliminary assessment being undertaken in accordance with clause H2.

H4 Misconduct and Discipline

Objectives and Application

- H4.1 This clause establishes procedures for managing misconduct or alleged misconduct by an employee.
- H4.2 The objective of these procedures is to encourage the practical and expeditious resolution of misconduct issues in the workplace.
- H4.3 All parties have an obligation to participate in misconduct processes in good faith.

What is Misconduct

- H4.4 For the purposes of this Section, misconduct includes any of the following:

- H4.4.1 the employee fails to meet the obligations set out in the employee's Employment Agreement or the relevant Code of Conduct;
- H4.4.2 the employee engages in conduct that the Member is satisfied has brought, or is likely to bring, the Assembly or the Territory into disrepute;
- H4.4.3 a period of unauthorised absence and the employee does not offer a satisfactory reason on return to work;
- H4.4.4 the employee is found guilty of, or is convicted of a criminal offence or where a court finds that an employee has committed an offence but a conviction is not recorded, taking into account the circumstances and seriousness of the offence, the duties of the employee and the interests of the Assembly and/or the Member;
- H4.4.5 the employee fails to notify the Member of criminal charges in accordance with clause H10; or
- H4.4.6 the employee makes a vexatious or knowingly false allegation against another employee.

What is Serious Misconduct

- H4.5 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 FW Regulations.

H5 Dealing with Allegations of Misconduct

- H5.1 Where the Member is of the opinion that an investigation is required, the Member will:
 - H5.1.1 inform the appropriate Human Resources Manager that an investigation is to take place;
 - H5.1.2 with the assistance of the appropriate Human Resource Manager, investigate, or make arrangements for an appropriately trained or experienced person (the investigating officer) to investigate, the alleged misconduct in accordance with clause H7; and
 - H5.1.3 inform the employee of the alleged misconduct and that the matter is to be investigated, unless it is inappropriate to do so.
- H5.2 Depending on the nature of the alleged misconduct the Member may, in accordance with clause H6 , immediately or at any stage of dealing with the alleged misconduct:
 - H5.2.1 transfer the employee to other duties;
 - H5.2.2 re-assign other duties to the employee;
 - H5.2.3 suspend the employee with pay while the alleged misconduct is being investigated;
 - H5.2.4 suspend the employee without pay where serious misconduct is alleged.
- H5.3 In considering the appropriate action under subclause H5.2, the employer should give preference to retaining the employee in the workplace where possible.
- H5.4 Notwithstanding the provisions of this section, the Member may summarily terminate the employment of an employee without notice for serious misconduct as defined within the Fair Work Regulations.

H6 Suspension or Reassignment

- H6.1 This clause applies to all employees including eligible casual employees and employees on probation.

- H6.2 Subject to these procedures, the Member may suspend with or without pay, or reassign 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 being investigated.
- H6.3 The Member will not normally suspend or reassign an employee without first informing the employee of the reasons for the proposed suspension or reassignment 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.
- H6.4 While suspended with pay an employee will be paid:
- H6.4.1 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
 - H6.4.2 any other allowance or payment of a regular or on-going nature that is not conditional on performance of duties.
- H6.5 Where a decision is made to suspend an employee with pay no review of that decision is available.
- H6.6 Unless the employee is on authorised leave 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.
- H6.7 Suspension with pay should only be considered where it is inappropriate for the employee to remain in their current position and reassignment of duties not appropriate. 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.
- H6.8 While suspended without pay:
- H6.8.1 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. Any such permission given to the employee is granted on the condition that the employee remains available to attend work and participate in the disciplinary process as per subclause H6.6;
 - H6.8.2 in cases of demonstrated hardship, the Member may determine that the employee may cash out accrued long service leave and/or annual leave;
 - H6.8.3 the employee may apply to the Member for the suspension to be with pay on the grounds of demonstrated hardship.
- H6.9 A period of suspension with or without pay must not be more than 30 calendar days unless exceptional circumstances apply.
- H6.10 If the period of suspension with or without pay extends beyond 30 calendar days, the suspension should be reviewed every 30 calendar days unless the Member considers that, in the circumstances, a longer period is appropriate.
- H6.11 An employee suspended without pay, and who is later acquitted of the criminal offence (which is the subject of the allegation(s) of misconduct which caused the employee to be suspended), or is found not to have been guilty of the misconduct:
- H6.11.1 is entitled to be repaid the amount by which the employee's pay was reduced; and
 - H6.11.2 is entitled to be credited with any period of long service or annual leave that was cashed out in accordance with paragraph H6.8.3.

- H6.12 Where an employee is suspended and later found guilty of a criminal offence (whether or not a conviction is recorded), or is found guilty of misconduct and whose employment is terminated because of the offence or misconduct, a period of suspension under this clause does not count as service for any purpose, unless the Member determines otherwise.

H7 Investigations

- H7.1 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.
- H7.2 The investigating officer will:
- H7.2.1 Inform the employee in writing of the particulars of the alleged misconduct, and details concerning the investigative process; and
 - H7.2.2 Give the employee a reasonable opportunity to respond to allegations, which the employee may do in writing and/or at a scheduled interview or in a different manner as agreed with the investigating officer, before making a finding of fact; and
 - H7.2.3 For written responses the timeframe for response will be as communicated by the investigator and be reasonable under the circumstances; and
 - H7.2.4 Where the response includes an interview, provide the employee with at least 24 hours written notice prior to conducting an interview, and advise the employee if the interview is to be recorded electronically; and
 - H7.2.5 Advise the employee that the employee may have a second person present during the interview, who may be the employee's union representative or other individual acting as support person, and will allow reasonable opportunity for this to be arranged; and
 - H7.2.6 Provide a record of the interview to the employee; and
 - H7.2.7 Give the employee an opportunity to supplement the record of an interview with a written submission, if the employee so chooses, before signing the record. If the employee elects not to sign the record, then details of the offer will be noted; and
 - H7.2.8 As soon as practicable, take any further steps considered necessary to establish the facts of the allegations; and
 - H7.2.9 Provide a written report to the Member setting out the investigating officer's findings of fact.
- H7.3 If the employee fails to, or chooses not to, respond to the allegations in accordance with subclause H7.2 within a reasonable timeframe, the investigating officer will prepare the report and set out the findings of fact on the information available.
- H7.4 The investigating officer's findings of fact will be made on the balance of probabilities.
- H7.5 The relevant authorising officer may authorise access to relevant Territory 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.

H8 Findings of Misconduct

- H8.1 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.
- H8.2 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.

H9 Disciplinary Action and Sanctions

- H9.1 The Member will, following an investigation of alleged misconduct or full admission by the employee, consider whether or not disciplinary action is appropriate, and whether or not one or more of the following sanctions may be taken in relation to the employee:
- H9.1.1 A written warning or reprimand;
 - H9.1.2 A financial penalty which can:
 - H9.1.2 (a) reduce the employee's incremental pay level;
 - H9.1.2 (b) reduce, temporarily or permanently, the employee's classification;
 - H9.1.2 (c) impose a fine on the employee;
 - H9.1.2 (d) require the employee to fully or partially reimburse the employer for damage that the employee has wilfully incurred to property or equipment
 - H9.1.3 Alter the employee's duties at level, or reassign the employee to another position at level or to a lower classification level;
 - H9.1.4 Remove any monetary benefit derived through an existing Specialist Duties Payment;
 - H9.1.5 Termination of employment.
- H9.2 Nothing in this section limits the ability of the Member to require an employee to participate in formal remedial programs and sessions aimed at assisting the employee with addressing the behaviour that was the subject of the misconduct process.
- H9.3 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:
- H9.3.1 The nature and seriousness of the misconduct;
 - H9.3.2 the degree of relevance to the employee's duties or to the reputation of the Member or the Assembly;
 - H9.3.3 The circumstances of the misconduct;
 - H9.3.4 Any mitigating factors, including any full admission of guilt; and
 - H9.3.5 The previous employment history and the general conduct of the employee.
- H9.4 If the employee has moved to a new position, other than as a result of a decision in accordance with clause H5, during the course of the misconduct process, the changes in employment circumstances will be taken into account as appropriate in accordance with paragraph H1.6.1.
- H9.5 Before taking disciplinary action under subclause H9.1, the Member will advise the employee in writing of:
- H9.5.1 The determination that misconduct has been found to have occurred; and
 - H9.5.2 The reasons for arriving at this determination; and
 - H9.5.3 The sanction proposed; and
 - H9.5.4 The period during which the employee has to respond to the proposed disciplinary action (which must be a minimum of 7 calendar days).
- H9.6 After considering the employee's response in accordance with subclause H9.5, or if the employee does not respond, at any time after the period set out in paragraph H9.5.4 has passed, the Member will inform the employee in writing of:

- H9.6.1 The final decision regarding disciplinary action to be taken; and
- H9.6.2 The disciplinary action to be taken, if any; and
- H9.6.3 The date of effect and/or, if relevant, the cessation of any disciplinary action; and
- H9.6.4 The review mechanisms that are available under Section I of this Agreement.

H10 Criminal Charges

- H10.1 An employee must advise the Member in writing within 48 where practicable, but no longer than 7 calendar days, of any criminal charges laid against the employee. in circumstances where the interests of the Member or of the Assembly may be adversely affected, taking into account: The circumstances and seriousness of the alleged criminal offence; and
 - H10.1.1 The employee's obligations under the employee's Employment Agreement and relevant Code of Conduct; and
 - H10.1.2 The effective management of the employee's work area; and
 - H10.1.3 The integrity and good reputation of the Member and the Assembly; and
 - H10.1.4 The relevance of the offence to the employee's duties.
- H10.2 Where criminal charges are laid against an employee and the interests of the Member or of the Assembly may be adversely affected, the Member may suspend the employee in accordance with the suspension arrangements under clause H6.
- H10.3 If an employee is found guilty of, or convicted of a criminal offence (including if a non-conviction order is made) the employee will provide a written statement regarding the circumstances of the offence to the Member within 7 calendar days of the conviction or the finding.
- H10.4 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 H9.

H11 Right of Review

- H11.1 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 clause H9, or against any decision taken under clause H6 to suspend the employee without pay, except action to terminate the employee's employment.
- H11.2 An employee may have an entitlement to bring an action under the FW Act in respect of any decision under this Section to terminate the employee's employment. This will be the sole right of review of such a decision.

Section I Underperformance

I1 Introduction

- I1.1 This Section is for managing cases of unsatisfactory work performance and to promote the principles of natural justice and procedural fairness.
- I1.2 Any underperformance under the previous enterprise agreement that is not completed as at the date of commencement of this enterprise agreement will be completed under the previous enterprise agreement. Any right of appeal from that process will also be set out in the previous enterprise agreement.

I2 Underperformance Process

- I2.1 Under this clause, procedures are established for managing underperformance by an employee.
- I2.2 The objectives of these procedures are to:
 - I2.2.1 Provide advice and support to an employee whose performance is below the standard required; and
 - I2.2.2 Provide a fair, prompt and transparent framework for action to be taken where an employee continues to perform below expected standard.

Underperformance Discussions

- I2.3 Consistent with good management practice, concerns about underperformance should be raised by the Member with the employee at the time that the concerns arise or are identified. The Member should offer advice and support to the employee to overcome these concerns. The Member should inform the employee that the underperformance procedures in subclauses I2.6 to I2.13 might be invoked if the underperformance continues.
- I2.4 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. In circumstances where the employee refuses to sign such a record, the refusal will be noted on the relevant record.
- I2.5 All parties have an obligation to participate in underperformance processes in good faith.

Underperformance Process

Step One:

- I2.6 Where a Member assesses that an employee's work performance is demonstrated as being below expected standards, after having previously discussed concerns with the employee in line with subclause I2.3, 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.
- I2.7 After taking into account the comments from the employee, the Member will inform the employee in writing of:

- I2.7.1 The expected standards of work required of the employee on an on-going basis;
 - I2.7.2 Any learning and development strategies that the employee should undertake;
 - I2.7.3 The potential underperformance actions that may be taken if the employee does not meet the expected standards; and
 - I2.7.4 The assessment criteria to be measured and the period during which a further review of the employee's work performance will be conducted.
- I2.8 The Member will invite the employee to have a support person or representative, who may be the employee's union or other employee representative, present at discussions and will allow reasonable opportunity for this to be arranged.
- I2.9 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.

Step Two:

- I2.10 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:
 - I2.10.1 The assessment and reasons for the Member's assessment;
 - I2.10.2 The underperformance action(s) (subclause I2.11) proposed to be taken and the reasons for proposing this action; and
 - I2.10.3 The employee's right to respond in writing to the proposed action within a period of not more than 7 calendar days.
 - I2.11 After considering any response from the employee, the Member may decide to take one or more of the following underperformance actions:
 - I2.11.1 Alter the employee's duties.
 - I2.11.2 Reduce the employee's incremental pay point.
 - I2.11.3 Temporarily or permanently reduce the employee's classification and pay.
 - I2.11.4 Remove any monetary benefit derived through an existing Specialist Duties Payment;
 - I2.11.5 Terminate the employee's employment.
 - I2.12 The Member will inform the employee in writing of the decision made under subclause I2.11, the reasons for the decision and the review mechanisms available under this Agreement.
 - I2.13 At any time after 7 calendar days from the date the Member advised the employee under subclause I2.10, the Member may take one or more of the under-performance actions outlined in the information provided to the employee under subclause I2.10.

I3 Review Rights

- I3.1 The employee has the right under Section J to seek a review of any underperformance action taken under subclause I2.11, except action to terminate the employee's employment.
- I3.2 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.

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 The procedures in this Section account for 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) and 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:
 - J2.1.1 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);
 - J2.1.2 Actions arising under Commonwealth or ACT legislation that concern domestic or international security matters;
 - J2.1.3 Actions regarding superannuation (see relevant superannuation legislation for complaints and appeals on these actions, in particular the *Superannuation Industry (Supervision) Act 1993* (Cth);
 - J2.1.4 Actions regarding workers' compensation (see the *Safety, Rehabilitation and Compensation Act 1988* (Cth) for reviews and appeals on these actions);
 - J2.1.5 Decisions to terminate the employment of an employee on probation;
 - J2.1.6 Decisions on classification of an employee (see clause D2 of this Agreement for reviews on classifications);
 - J2.1.7 Any action arising from the preliminary assessment process under clause H2;
 - J2.1.8 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);

J2.1.9 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 directly affects 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 in accordance with all of the following:
- J3.3.1 It is in writing.
 - J3.3.2 It is made no more than 28 calendar days after the employee was advised of the decision that is the subject of the application for review, unless the Chief Minister agrees that exceptional circumstances exist.
 - J3.3.3 It identifies the action and/or decision which the employee seeks a review of.
 - J3.3.4 It does not concern a decision or action that is excluded under subclause J2.1.
 - J3.3.5 It 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.
 - J3.3.6 It outlines the exceptional circumstances, if any, where the application is made outside the timeframe specified in paragraph J3.3.2.
 - J3.3.7 It describes the outcome sought.
- J3.4 If the review relates to a failure or refusal to make a decision in accordance with subclause J1.4, the 28 day time period outlined in paragraph J3.3.2 will be taken to commence on the day it was apparent that there was a failure or refusal to make a decision.
- J3.5 The Chief Minister will, provided that the requirements under subclause J3.3 have been met, refer the matter for review in accordance with clause J4 .

J4 Review Process

- J4.1 Notwithstanding subclause J3.5, where appropriate, and agreed by the relevant Member and the employee who made the application under subclause J3.3 (for the purposes of this Section J "the applicant"), or the applicant's union or other employee representative on the applicant'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 applicant and the relevant 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 applicant and the relevant Member.
- J4.3 Subject to subclauses J3.5, J4.1 and J4.2, the Chief Minister must arrange for an application made under subclause J3.3 to be reviewed by an independent person (the reviewer), who should be a suitably skilled person who was not involved in the original action.
- 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:
- J4.5.1 Fully informing the applicant of all relevant issues and providing access to all relevant documents; and
 - J4.5.2 Providing reasonable opportunity for the applicant to respond; and
 - J4.5.3 Advising the applicant of the applicant's rights to representation.
- J4.6 Notwithstanding subclause J4.5, the reviewer may recommend to the Chief Minister that an application should not be considered on any of the following grounds:
- J4.6.1 The application concerns a decision or action that is excluded under subclause J2.1; or
 - J4.6.2 A period of 28 calendar days has elapsed since the applicant was advised of the decision or action, except where exceptional circumstances exist; or
 - J4.6.3 The applicant has made an application regarding the decision or action to a court or tribunal, or where the reviewer believes it is more appropriate that such an application be made; or
 - J4.6.4 The reviewer believes on reasonable grounds that the application:
 - J4.6.4 (a) is frivolous or vexatious; or
 - J4.6.4 (b) is misconceived or lacks substance; or
 - J4.6.4 (c) 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 applicant in writing, within 14 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:
- J4.9.1 Whether it was open to the decision-maker to take the action that they did;

- J4.9.2 Whether the principles of procedural fairness and natural justice were complied with in taking the original action; and
 - J4.9.3 Whether the final decision of the decision-maker was fair and equitable in all of the circumstances.
- J4.10 The reviewer will be provided with all relevant information and evidence that was available to the relevant decision-maker 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 If the reviewer is of the view that there is doubt over the reliability or validity of the information, evidence or processes used in making the original decision or action, or that significant information or evidence was not considered in the making of the original decision or action, the reviewer will inform the Chief Minister of that doubt and the reasons for it in the written report in accordance with subclause J4.12.
- J4.12 After reviewing any action or decision the reviewer will make a written report to the Chief Minister recommending that:
 - J4.12.1 The original decision/action be confirmed; or
 - J4.12.2 The original decision/action be varied; or
 - J4.12.3 Other action be taken.
- J4.13 A copy of the report under subclause J4.12 will be provided to the applicant and the applicant will be given the opportunity to provide a response.
- J4.14 The applicant may respond to any aspects of the report. Such a response must be in writing and be provided to the Chief Minister within 14 calendar days of the applicant receiving the report.
- J4.15 Upon receiving the report from the reviewer, the Chief Minister will inform the relevant Member in writing, within 14 calendar days, of the recommendations under subclause J4.12.
- J4.16 The relevant Member, after considering the report from the reviewer, and any response from the applicant to the report of the reviewer, may:
 - J4.16.1 Confirm the original action; or
 - J4.16.2 Vary the original action; or
 - J4.16.3 Take any other action the Member believes is reasonable.
- J4.17 The relevant Member will inform the applicant, and the Chief Minister, in writing, within 14 calendar days of the date of any decision under subclause J4.16, including the reasons for the action.

J5 Right of External Review

- J5.1 The applicant, or the applicant's union or other employee representative on the applicant's behalf, may seek a review of a decision or action under subclause J4.16 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 G6 of this Agreement. The decision of the FWC will be binding, subject to any rights of appeal against the decision to a Full Bench of the FWC in accordance with subclause G6.15.

Section K Competency Barrier

K1 Adviser Level 1 Competency Barrier

- K1.1 A competency barrier is applied to classification Adviser Level 1 effective from 6 June 2024 and sits between increments Adviser Level 1.5 and Adviser Level 1.6.
- K1.2 Employees in classification Adviser Level 1.5 are eligible to increment to Adviser Level 1.6 when all the following conditions have been met:
 - K1.2.1 The employee passes a competency assessment in accordance with the relevant requirements of the role, and
 - K1.2.2 The employee has met requirements under clause C7.

DICTIONARY

ACTPS means the Sector established by the PSM Act.

Agreement means the *ACT Legislative Assembly Members' Staff Enterprise Agreement 2026-2029* and includes all Annexes.

Assembly means the Legislative Assembly of the Australian Capital Territory.

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

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

Casual Employee means a person engaged by a Member under the LAMS Act who is a casual employee, as defined by the FW Act.

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

Child includes children in the case of multiple births.

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

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

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

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

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 12 months; and
- (c) who has a reasonable expectation of continuing employment by the Member on a regular and systematic basis.

Eligible employment means:

- (a) continuous employment by the Legislative Assembly; and

- (b) continuous recognised prior employment; and
- (c) a period of leave without pay to count as service (other than personal leave without pay in excess of 78 weeks and leave in relation to defence employment being employment in the Reserve Forces or of the Citizen Forces either on a continuous full-time basis or for a period fixed in accordance with the *Defence Act 1903* (Cth), *Defence Reserve Service (Protection) Act 2001* (Cth)) or national service; and

Eligible employment excludes:

- (a) employment remunerated by fees, allowances or commission, honorarium or equivalent; and
- (b) appointment or engagement for the sole purpose of overseas employment; and
- (c) unauthorised absence.

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, excluding a person engaged as Executive Chief of Staff.

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 be a Member of the Assembly.

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

FW Act means the *Fair Work Act 2009* (Cth).

FWC means Fair Work Commission.

FW Regulations means the *Fair Work Regulations 2009* (Cth).

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

Immediate Family means a person who is:

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

'Immediate family' includes adopted, step-, fostered or ex-nuptial immediate family where these circumstances exist. Additionally, the 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* (ACT) as varied.

LAMS CC means the Legislative Assembly Members' Staff Consultative Committee established under subclause G1.5 of this Agreement.

Life of the current Assembly means the date of cessation of employment in accordance with the relevant Chief Minister's Determination or Direction made under the LAMS Act.

Maternity leave or birth leave is a period of parental leave (either paid or unpaid) approved under this Agreement to enable pregnant employees' absence from duty in relation to the birth of a baby. This definition applies for the purpose of applying the PSM Act.

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

Member of a 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.

Midwife means a person whose name is included in the Register of Midwives kept by the National Board for midwifery.

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

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

Non-ongoing employee means an employee engaged under the LAMS Act on a fixed-term arrangement who is not an ongoing or casual employee.

Ongoing employee means an employee engaged under the LAMS Act whose employment will continue until terminated under the LAMS Act.

Permanent or Long Term Caring Responsibility means an out of home care placement for a child until the child turns eighteen as defined by the *Children and Young People Act 2008* (ACT) or as defined under equivalent legislation within other Australian states or territories.

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

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

Public Sector Management Standards (PSM Standards) means the Public Sector Management Standards 2016 (ACT) as varied or replaced made under section 251 of the PSM Act.

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

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

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 (or children) of up to two years duration as defined by the *Children and Young People Act 2008* (ACT) or as defined under equivalent legislation within other Australian states or territories.

Standard Hours are the hours used for calculating salary and leave entitlements. For a 36.75 hours per week position standard hours are from 8:30 am to 12:30 pm and from 1:30 pm to 4:51 pm Monday to Friday and for a 38 hours per week position standard hours are from 8:30 am to 12:30 pm and from 1:30 pm to 5:06 pm Monday to Friday (unless otherwise agreed in writing by the employee and the manager or supervisor).

Stillbirth/Stillborn Child is as defined under the *Fair Work Act 2009* (Cth).

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

Union(s) means a union or unions which are covered by this Agreement, who are registered under the *Fair Work (Registered Organisations) Act 2009* (Cth).

Veteran means a person who has served, or is serving, as a member of the Permanent Forces or as a member of the Reserves

WHS Act means the *Work Health and Safety Act 2011* (ACT).

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

ANNEX A – CLASSIFICATIONS AND RATES OF PAY

CLASSIFICATION	Pay Rates as at 04/12/2025	1.5% from 02/07/2026	1.5% from 11/02/2027	1.5% from 01/07/2027	1.5% from 10/02/2028	1.5% from 13/07/2028	1.5% from 08/02/2029
Adviser Level 1	\$82,377	\$83,613	\$84,867	\$86,140	\$87,432	\$88,743	\$90,075
	\$84,284	\$85,548	\$86,831	\$88,134	\$89,456	\$90,798	\$92,160
	\$86,165	\$87,457	\$88,769	\$90,101	\$91,452	\$92,824	\$94,217
	\$88,582	\$89,911	\$91,259	\$92,628	\$94,018	\$95,428	\$96,859
	\$90,998	\$92,363	\$93,748	\$95,155	\$96,582	\$98,031	\$99,501
Competency barrier	\$93,416	\$94,817	\$96,239	\$97,683	\$99,148	\$100,636	\$102,145
	\$95,527	\$96,960	\$98,414	\$99,891	\$101,389	\$102,910	\$104,453
	\$97,692	\$99,157	\$100,645	\$102,154	\$103,687	\$105,242	\$106,821
	\$99,912	\$101,411	\$102,932	\$104,476	\$106,043	\$107,634	\$109,248
	\$102,185	\$103,718	\$105,274	\$106,853	\$108,455	\$110,082	\$111,733
Adviser Level 2	\$116,592	\$118,341	\$120,116	\$121,918	\$123,746	\$125,603	\$127,487
	\$119,286	\$121,075	\$122,891	\$124,735	\$126,606	\$128,505	\$130,432
	\$122,042	\$123,873	\$125,731	\$127,617	\$129,531	\$131,474	\$133,446
	\$124,863	\$126,736	\$128,637	\$130,567	\$132,525	\$134,513	\$136,531
	\$127,746	\$129,662	\$131,607	\$133,581	\$135,585	\$137,619	\$139,683
	\$130,693	\$132,653	\$134,643	\$136,663	\$138,713	\$140,793	\$142,905

CLASSIFICATION	Pay Rates as at 04/12/2025	1.5% from 02/07/2026	1.5% from 11/02/2027	1.5% from 01/07/2027	1.5% from 10/02/2028	1.5% from 13/07/2028	1.5% from 08/02/2029
Senior Adviser Level 1	\$136,873	\$138,926	\$141,010	\$143,125	\$145,272	\$147,451	\$149,663
	\$140,073	\$142,174	\$144,307	\$146,471	\$148,668	\$150,898	\$153,162
	\$143,346	\$145,496	\$147,679	\$149,894	\$152,142	\$154,424	\$156,741
	\$146,692	\$148,892	\$151,126	\$153,393	\$155,694	\$158,029	\$160,399
	\$150,111	\$152,363	\$154,648	\$156,968	\$159,322	\$161,712	\$164,138
	\$153,603	\$155,907	\$158,246	\$160,619	\$163,029	\$165,474	\$167,956
Senior Adviser Level 2	\$167,151	\$169,658	\$172,203	\$174,786	\$177,408	\$180,069	\$182,770
	\$171,174	\$173,742	\$176,348	\$178,993	\$181,678	\$184,403	\$187,169
	\$175,297	\$177,926	\$180,595	\$183,304	\$186,054	\$188,845	\$191,677
	\$179,518	\$182,211	\$184,944	\$187,718	\$190,534	\$193,392	\$196,293
	\$183,839	\$186,597	\$189,396	\$192,236	\$195,120	\$198,047	\$201,018
	\$188,260	\$191,084	\$193,950	\$196,859	\$199,812	\$202,809	\$205,852
Principal Adviser	\$222,058	\$225,389	\$228,770	\$232,201	\$235,684	\$239,220	\$242,808
	\$227,457	\$230,869	\$234,332	\$237,847	\$241,415	\$245,036	\$248,711
	\$232,990	\$236,485	\$240,032	\$243,633	\$247,287	\$250,996	\$254,761
	\$238,659	\$242,239	\$245,872	\$249,561	\$253,304	\$257,104	\$260,960
	\$244,463	\$248,130	\$251,852	\$255,630	\$259,464	\$263,356	\$267,306

CLASSIFICATION	Pay Rates as at 04/12/2025	1.5% from 02/07/2026	1.5% from 11/02/2027	1.5% from 01/07/2027	1.5% from 10/02/2028	1.5% from 13/07/2028	1.5% from 08/02/2029
Cadet - practical training	\$63,105	\$64,052	\$65,012	\$65,988	\$66,977	\$67,982	\$69,002
	\$64,918	\$65,892	\$66,880	\$67,883	\$68,902	\$69,935	\$70,984
	\$66,441	\$67,438	\$68,449	\$69,476	\$70,518	\$71,576	\$72,649
	\$68,798	\$69,830	\$70,877	\$71,941	\$73,020	\$74,115	\$75,227
Trainee	\$63,105	\$64,052	\$65,012	\$65,988	\$66,977	\$67,982	\$69,002
	\$64,918	\$65,892	\$66,880	\$67,883	\$68,902	\$69,935	\$70,984
	\$66,441	\$67,438	\$68,449	\$69,476	\$70,518	\$71,576	\$72,649
	\$68,798	\$69,830	\$70,877	\$71,941	\$73,020	\$74,115	\$75,227

ANNEX B – EXPENSE, DISABILITY AND SKILL RELATED ALLOWANCES

Advanced First Aid		Pay rate at 04/12/2025	1.5% from 02/07/2026	1.5% from 11/02/2027	1.5% from 01/07/2027	1.5% from 10/02/2028	1.5% from 13/07/2028	1.5% from 08/02/2029
Classification	Any							
Employee Type	Any							
Description	An employee is eligible for an allowance relevant to their qualification for any day or part-day they are on duty in the workplace to perform the duties of a first aid officer if all the following apply: 1. They are designated as the primary contact for first aid to perform the duties of a first aid officer. 2. They hold one of the following qualifications required for that role: a. Advanced level qualification which provides competencies required to apply advanced first aid procedures and advanced first aid response in a workplace environment. b. Occupational or specialist level qualification which provides the employee with the ability to completely render first aid in the workplace in the context of work health and safety legislation.							
Conditions	All the following conditions apply: 1. Where the qualification of an employee who is in receipt of the allowance is no longer current, the relevant corporate area service may allow the continued payment of the allowance for a short period to allow for re-qualification.							

	2. The relevant corporate area may reimburse fees for renewal of qualifications and relevant courses incurred by an employee who is eligible to be paid a first aid allowance. 3. Where an employee holds more than one first aid qualification, the employee will be paid an allowance only for the qualification which attracts the higher payment. 4. The allowance must not be included in salary for overtime or penalty payments. 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.							
	Per day (1) Advanced level:	\$4.11	\$4.17	\$4.23	\$4.30	\$4.36	\$4.43	\$4.49
	Per day (2) Occupational or specialist:	\$4.88	\$4.95	\$5.03	\$5.10	\$5.18	\$5.26	\$5.34
Payment on Leave	Not paid during any type of unpaid leave							
Exclusions	The allowance is not payable to employees who: 1. Are required to maintain a first aid qualification as part of their normal duties; or. 2. Receive the Corporate Citizens allowance for performing the role of a First Aid Officer or Emergency Warden; or							

	3. Receive the Chief Emergency Warden allowance.
Definitions	Workplace means a work location at which the employee, and one or more work colleagues, performs duty. Note: It does not include the home location when working from home.
Allowance Type	Qualification

Chief Emergency Warden		Pay rate at 04/12/20 25	1.5% from 02/07/20 26	1.5% from 11/02/20 27	1.5% from 01/07/20 27	1.5% from 10/02/20 28	1.5% from 13/07/20 28	1.5% from 08/02/20 29
Classification	Any							
Employee Type	Any							
Description	An employee is eligible for an allowance for any day or part-day they are designated and available to perform the duties of Chief Emergency Warden if all the following apply: 1. They are designated as the Chief Emergency Warden in a workplace or work group. 2. They have completed the appropriate training as prescribed in the AS3745-							

	2010. All Fire Warden training will be provided at no cost to the employee.
Conditions	All the following conditions apply: 1. The allowance must not be included in salary for overtime or penalty payments. 2. If an employee who normally undertakes a role is absent and another employee who is qualified to perform all the duties for which the allowance is paid takes over those duties, the relieving employee is entitled to be paid the allowance.

Rate/Frequency	Per day	\$4.11	\$4.17	\$4.23	\$4.30	\$4.36	\$4.43	\$4.49
Payment on Leave	Not paid during any type of unpaid leave.							
Exclusions	The allowance is not payable to employees who: 1. Receive the Corporate Citizens allowance for performing the role of a First Aid Officer or Emergency Warden; or 2. Receive the Advanced First Aid allowance.							
Definition	“Workplace” means a work location at which the employee, and one or more work colleagues, performs duty. Note: It does not include the home location when							

	working from home.	
Allowance Type	Qualification	

Community Language		Pay rate at 04/12/2025	1.5% from 02/07/2026	1.5% from 11/02/2027	1.5% from 01/07/2027	1.5% from 10/02/2028	1.5% from 13/07/2028	1.5% from 08/02/2029
Classification	Any							
Employee Type	Any							
Description	Employees whose duties involve communication on a regular basis in languages other than English, including Deaf Oral language, Deaf Sign language and Aboriginal languages, will be paid an allowance if their language competence meets the required National Accreditation Authority for Translators and Interpreters (NAATI) level, as follows:							
Rate/Frequency	Per annum (paid in equal fortnightly instalments) (1) Community Language Aide (NAATI Level 1):	\$1,442.09	\$1,463.72	\$1,485.68	\$1,507.96	\$1,530.58	\$1,553.54	\$1,576.84
	Per annum (paid in equal fortnightly instalments) (2) Certified Provisional Interpreter (NAATI Level 2):	\$2,880.83	\$2,924.04	\$2,967.90	\$3,012.42	\$3,057.61	\$3,103.47	\$3,150.02
Payment on Leave	The allowance is payable during paid personal leave, annual leave and long service leave, pro-rata where appropriate, but not during any other period of leave.							
Notes	1. Eligible part-time employees are entitled to receive the allowance on a pro-rata basis. 2. Where assessment in a language is not offered by NAATI, the relevant corporate area may							

	approve assessment by another individual or body that has the necessary expertise to assess the language skills and has sufficient knowledge of NAATI levels and competencies required to determine the appropriate rate of allowance. 3. The relevant corporate area should arrange accreditation testing, and pay any associated fees.
	4. Until such time as recognition by NAATI, or an alternative provider, is available, the relevant corporate area may approve the payment at Community Language Aide (NAATI Level 1) to an employee on the certification of the employee's supervisor. 5. The allowance 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. 6. Payment of the allowance should be reviewed annually, or whenever the employment status of a recipient changes (e.g. upon the recipient's promotion or temporary transfer). Such reviews should address whether there is a continuing need

	for communication in a language other than English.	
Allowance Type	Qualification	

Corporate Citizens		Pay rate at 04/12/2025	1.5% from 02/07/2026	1.5% from 11/02/2027	1.5% from 01/07/202 7	1.5% from 10/02/202 8	1.5% from 13/07/202 8	1.5% from 08/02/2029
Classification	Any							
Employee Type	Any							
Description	An employee is eligible for an allowance for any day or part-day they are designated and available to perform the duties of one of the following roles: 1. First Aid Officer. The employee must be designated as the primary contact for first aid and perform the duties of a first aid officer in a workplace or work group. They must hold a base level or higher first aid qualification that is a nationally recognised statement of attainment in providing first aid issued by a registered training organisation that is accredited to deliver first aid training and to issue qualifications for nationally endorsed first aid unit(s) of competency. This would normally provide competencies required to recognise and respond to common life-threatening injuries or illnesses including: life-support using cardiopulmonary resuscitation (CPR), and management of the casualty and incident until the arrival of medical or other assistance,-as well as treatment of minor illnesses and injuries. If the qualification of an employee who is in receipt of the allowance is no longer current, the relevant corporate area may allow the continued payment							

	of the allowance for a short period to allow for re-qualification. The relevant corporate area may reimburse fees for renewal of an employee's first aid qualification. 2. Emergency Warden. The employee must be a designated emergency warden in a workplace or work group who has completed the appropriate training. All Emergency Warden training will be provided at no cost to the employee. 3. Elected and Trained Health and Safety Representative (HSR). The employee must be a member of a work group, elected by that work group as an HSR in accordance with Part 5 of the <i>Work Health and Safety Act 2011</i>. The payment of the allowance may commence from the date of election, with the employee required to successfully completed a recognised HSR training program approved by WorkSafe ACT at the earliest opportunity. An employee elected as a Deputy HSR is not eligible for the allowance unless they are performing the duties of the HSR in the HSR's absence.
Conditions	All the following conditions apply: 1. The allowance must not be included in salary for overtime or penalty payments. 2. If an employee who normally undertakes a role is absent and another employee who is qualified to perform all the duties for which the allowance is

	paid takes over those duties, the relieving employee is entitled to be paid the allowance. 3. An employee who holds a combination of First Aid Officer, Emergency Warden or HSR roles is eligible for one payment of the allowance only. 4. Where an employee works part-time or casually on days they receive the corporate citizens allowance, it will be paid at the full daily amount. The daily rate is not to be pro-rated based on the hours worked in a day.							
Rate/Frequency	Per day	\$3.28	\$3.33	\$3.38	\$3.43	\$3.48	\$3.53	\$3.59
Payment on Leave	Not paid during any type of unpaid leave.							
Exclusions	The allowance is not payable to any of the following: 1. An employee who is not an HSR and is paid Advanced First Aid allowance. 2. An employee who is not an HSR or Emergency Warden and is required to maintain a first aid qualification as part of their normal duties.							
Definition	“Workplace” means a work location at which the employee, and one or more work colleagues, performs duty. Note: It does not include the home location when working from home.							
Allowance Type	Functional							

Motor Vehicle

Classification	Any
Employee Type	Any
Description	The relevant corporate area may authorise an employee to use a motor vehicle they own or hire in any of the following situations: 1. For official purposes, where the relevant corporate area is satisfied this use would do any of the following: (a) Result in greater efficiency. (b) Involve the Territory in less expense than if public transport or a vehicle owned by the Territory were used. 2. For specified journeys, where the relevant corporate area is satisfied that any of the following apply: (a) The use will not result in the employee taking more time on the journey than they would otherwise take. (b) It would not be contrary to the interest of the Territory. 3. Travel between normal headquarters and a temporary work station, or between the employee's home and a temporary work station, where the relevant corporate area is satisfied that any of the following apply:

	a) There is no public transport available for travel to temporary station. Although public transport is available, the work program makes its use impossible.	
Rate/Frequency	Per km	0.91
Payment on Leave	Not paid during any type of paid or unpaid leave.	
Notes	1. The rates payable per kilometre will be increased in line with the applicable rates determined by the Australian Tax Office as in force from time to time, where the rate exceeds that provided in this Agreement. 2. 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. 3. 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	

Allowance Type	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. 4. 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. 5. Employees who use a private motor vehicle under the motor vehicle allowance conditions may be reimbursed parking fees, bridge and car-ferry tolls incurred while on duty, but not fines. Expense	
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Overtime Meal		Pay rate at 04/12/2025	1.5% from 02/07/2026	1.5% from 11/02/2027	1.5% from 01/07/2027	1.5% from 10/02/2028	1.5% from 13/07/2028	1.5% from 08/02/2029
Classification	All classifications							
Employee Type	Any							
Description	An employee who works overtime is entitled to payment of an allowance, in addition to any overtime payment in any of the following circumstances: 1. Immediately after the completion of the employee's ordinary hours of duty for the day, a period of at least 1.5 hours overtime is worked prior to an unpaid meal break being taken, which is followed by a further period of overtime of at least 0.5 hours. 2. Before the commencement of the employee's ordinary hours of duty for the day, a period of at least 1.5 hours overtime is worked prior to an unpaid meal break being taken, which is followed by a further period of overtime of at least 0.5 hours. 3. On a Saturday, Sunday or public holiday, a period of at least 5 hours overtime is worked, in addition to the employee's normal weekly hours of duty, prior to an unpaid meal break being taken, which is followed by							

	a further period of overtime of at least 0.5 hours.								
Rate/Frequency	Per occasion	\$35.38	\$35.91	\$36.45	\$37.00	\$37.55	\$38.11	\$38.69	
Payment on Leave	Not paid during any type of paid or unpaid leave.								
Exclusions	The allowance is not payable in any of the following circumstances: 1. Where an appropriate meal is obtainable by the employee at a canteen, cafeteria or dining room conducted, controlled, or assisted by the directorate, the amount of meal allowance is 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.								
Allowance Type	Disability								

ANNEX C – OTHER LEAVE

Leave to:	1. Accompany a domestic partner on a posting
Purpose	The Member may approve an employee's application to access leave to enable an employee to accompany the employee's domestic partner for the period, or part of the period, of an interstate or overseas posting.
Eligibility	An employee whose domestic partner is posted to interstate or overseas employment by their employer, and the employer is one of the following: • the ACTPS • the APS • A statutory authority established under a Federal, state or territory law or the domestic partner is employed in a capacity that is directly relevant to representing Australia's national interest. For the purpose of this leave, 'post' means any office or other establishment of the employers above, where an employee's domestic partner is required by the employer to serve interstate or overseas, for any purpose. This includes a mission, appointment, station or place in a country overseas.
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 cultural or community obligations or expectations
Purpose	The Member may approve an employee's application to access leave to participate in activities related to cultural or community obligations or expectations. The Member may also approve an employee's application to Work from Country for a period, including following or preceding such activities.
Eligibility	An employee who is of Aboriginal or Torres Strait Islander descent, or who has an immediate family member of Aboriginal or Torres Strait Islander descent.
Entitlement	A maximum period of 10 days in any 12 month period, in addition to compassionate leave.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	3. Attend Aboriginal and Torres Strait Islander meetings
Purpose	The Member may approve an employee's application to access leave to attend 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 and to prepare and engage with staff and community so the elected representative can actively present and participate in such 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. Religious or Cultural purposes
Purpose	The Member may approve an employee's application to access leave for the purpose of attending or participating in significant religious or cultural observances associated with a community with which the employee identifies.
Eligibility	Available to employees other than casual employees.
Entitlement	A maximum period of 1 day of paid leave, as well as a further 5 days of unpaid leave in any 12 month period.
Conditions	Religious or Cultural leave is available to attend ceremonies or cultural events that are of significant importance to the employee's faith or cultural group. Leave under this provision is not available for any day recognised as a public holiday in the ACT.
Rate of payment	With or without pay.
Effect on other entitlements	With pay does count as service for all purposes. Without pay does not count as service for any purpose but does not break continuity of service.

Leave to:	5. Attend NAIDOC week activities
Purpose	The Member may approve an employee's application to access leave to enable an employee to attend and participate in NAIDOC Week activities.
Eligibility	An employee, other than a casual employee.
Entitlement	This leave may be granted for one complete day or for varying periods over the week's activities, totalling the equivalent of 1 complete day.
Conditions	Subject to operational requirements.
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	6. Attend proceedings at the Fair Work Commission
Purpose	The Member may approve an employee's application to access leave to enable the employee to give evidence on behalf of a staff organisation in proceedings at the Fair Work Commission. <i>An employee may be granted a period of leave as required in the circumstances and may be with or without pay depending on the circumstances.</i>
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 2 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:	7. Attend sporting events as an accredited competitor or official
Purpose	The Member may approve an employee's application to access leave 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:	8. Attend as a witness
Purpose	The Member may approve an employee's application to access leave to enable an employee to give evidence before a body or person before whom evidence may be taken on oath.
Eligibility	An employee.
Entitlement	Refer to rate of payment.
Conditions	If an employee is required to travel to give evidence, they may be reimbursed for reasonable travel expenses as if the employee had travelled in the course of the employee's duties, less any amount received as witnesses' expenses.
Rate of payment	With pay where the employee is to give evidence: (a) on behalf of a Territory, a State or the Commonwealth; or (b) on behalf of an authority established by or under a law of a Territory, State or the Commonwealth; or (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. Without pay where the leave to give evidence is for any other purpose.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	9. Campaign for election
Purpose	The Member may approve an employee's application to access leave to enable the employee to campaign for election.
Eligibility	An employee who is standing for election to the ACT Legislative Assembly, Commonwealth or State House of Parliament, or other approved legislative or advisory body.
Entitlement	A maximum period of 3 months.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.

Leave to:	10. Cope with a disaster
Purpose	The Member may approve an employee's application to access leave 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 3 days in each consecutive period of 12 months.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will counts as service for all purposes.

Leave for:	11. Defence Reserve
Purpose	The Member may approve an employee's application to access leave to enable an employee to undertake specified defence service and, also, enlistment, training and/or deployment with the Australian Defence Force Reserve (ADFR).
Eligibility	Available to employees other than casual employees.
Entitlement	The entitlement to leave for Reserve Service is prescribed under the <i>Defence Reserve Service (Protection) Act 2001</i>. An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full-Time Service (CFTS) or Cadet Force obligations. An employee is entitled to ADF Reserve Leave with pay, for up to 4 weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required. During an employee's first year of ADF Reserve service, a further 2 weeks paid leave may be granted by the Member to facilitate participation in additional ADF Reserve training, including induction requirements. With the exception of the additional 2 weeks in the first year of service, leave can be accumulated and taken over a period of 2 years, to enable the employee to undertake training as a member of the ADF Reserves. Employees are not required to pay their tax-free ADF Reserve salary to the ACTPS in any circumstances. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to 3 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. 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. An eligible employee may also apply for Annual Leave, Long Service Leave, leave without pay, or they may use TOIL (where available) to make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
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.
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Leave to:	12. Donate an organ
Purpose	The Member may approve an employee's application to access leave to enable an employee to donate an organ.
Eligibility	An employee who volunteers as an organ donor.
Entitlement	A maximum period of 3 months in any 12 period.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	13. Donate blood products
Purpose	The Member may approve an employee's application to access leave to enable an employee to donate blood products.
Eligibility	An employee, who volunteers as a blood product donor.
Entitlement	The time necessary to attend to give blood products, including travel and reasonable recovery time.
Conditions	An employee must give notice to the Member at least 2 days in advance unless the Member is satisfied the operations won't be impacted by the absence.
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	14. Engage in employment associated with compensation
Purpose	The Member may approve an employee's application to access leave 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 3 years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	15. Engage in employment in the interests of defence or public safety
Purpose	The Member may approve an employee's application to access leave 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 2 years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	The first 12 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:	16. Hold a full-time office in a staff organisation
Purpose	The Member may approve an employee's application to access leave 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, 3 years.
Conditions	To be eligible for leave to hold a non-elected office the employee must have been employed in the Territory or in the Australian Public Service for at least 4 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 2 months leave in each calendar year will count as service for all purposes. Leave in excess of 2 months in a calendar year will not count as service for any purpose other than ongoing eligibility to access paid parental leave.

Leave for:	17. Australia Defence Force Service Personal Leave
Purpose	The Member may approve an employee's application to access leave to enable employees who have served or is currently serving with the Australian Defence Force (ADF) to be absent from duty when they are unfit for work because of injury or disease arising from that service.
Eligibility	An employee, other than a casual employee, who has served or is currently serving with the ADF.
Entitlement	ADF service personal leave is cumulative and is additional to personal leave entitlements contained in clause F4. On engagement, an eligible employee is entitled to 9 days ADF service personal leave. An eligible employee is entitled to receive an additional credit of 3 days ADF service personal leave: (a) 12 months after the date of engagement; and (b) 24 months after the date of engagement; and (c) 36 months after the date of engagement. The maximum ADF service personal leave balance that an eligible employee may have is 18 days. Where ADF service personal leave credits have been exhausted, the Member may grant an employee personal leave or a period of unpaid ADF service personal leave.
Evidence and Conditions	An eligible employee should discuss with their Member, as soon as practicable, of their absence or intention to be absent on ADF service personal leave. An eligible employee must make an application to the Member to access their ADF service personal leave entitlement. Having considered the requirements of this clause the Member may approve an eligible employee's application to access ADF service personal leave. A decision not to approve the leave will be taken in accordance with subclause F3.1.
	ADF service personal leave may be granted by the Member: (a) to cover absences resulting from injury or disease arising from service with the ADF; and (b) following a written request from an eligible employee, which must include documentary evidence that the absence is due to injury or disease arising from service with the ADF, including evidence that the injury or disease meets the requirements of the <i>Military Rehabilitation and Compensation Act 2004 (MRCA)</i>, <i>Safety, Rehabilitation and Compensation (Defence-related Claims) Act 1988 (DRCA)</i>, or the <i>Veterans' Entitlement Act 1986 (Commonwealth (VEA))</i>.

Rate of payment	With pay. The rate of payment to be paid to the employee during a period of ADF 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	ADF service personal leave with pay will count as service for all purposes. ADF service personal leave without pay will not count as service.
Interpretation	Injuries or diseases arising from service with the ADF has the same meaning as in the MRCA, DRCA, or VEA.

Leave for:	18. Veterans for medical purposes
Purpose	The Member may approve an employee's application to access leave to enable an employee to attend an appointment for treatment or review as a veteran for the purposes of compensation or benefits under a military or defence compensation scheme. Veteran is defined under the <i>Australian Veterans' Recognition (Putting Veterans and Their Families First) Act 2019</i> .
Eligibility	An employee who is a veteran.
Entitlement	A maximum period of 2 weeks in any 12 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	The Member may approve an employee's application to access leave 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 12 months.
Conditions	-
Rate of payment	Without pay, except where the Member determines there are special circumstances, having regard to: (a) the purpose for which the leave is being taken; and (b) the length of service of the employee; and (c) the length of the period for which the leave is being taken. In special circumstances the 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.

