



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Australian Capital Territory Government T/A ACT Education Directorate**  
(AG2023/2301)

## **ACT PUBLIC SECTOR EDUCATION DIRECTORATE (TEACHING STAFF) ENTERPRISE AGREEMENT 2023-2026**

Educational services

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 14 AUGUST 2023

*Application for approval of the ACT Public Sector Education Directorate (Teaching Staff) Enterprise Agreement 2023-2026*

### **Approval**

[1] An application has been made for approval of an enterprise agreement known as the *ACT Public Sector Education Directorate (Teaching Staff) Enterprise Agreement 2023-2026* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Capital Territory Government T/A ACT Education Directorate. The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, that commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to *genuine agreement* requirements for agreement approval applications apply where the *notification time* for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was before 6 June 2023. The Agreement was made on or after 6 June 2023.

[4] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

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

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

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 August 2023. The nominal expiry date of the Agreement is 31 March 2026.

### Variation

[8] A Form F1 was simultaneously lodged with the Agreement, which sought an application varying provisions of the Agreement pursuant to section 217 and 218A of the Act (the Form).

[9] The Form highlighted errors and ambiguities within the Agreement that had been identified by the Applicant as follows:

1. At Clause N1.3 amend ‘As an incentive for recently retired teachers or for teachers to return from long-term leave, these teachers are eligible to seek reimbursement on their return to work for professional teacher registration and Working with Vulnerable People registration costs’ to ‘As an incentive for recently retired teachers or for teachers to return from long-term leave, these teachers are eligible to seek reimbursement on their return to work for professional teacher registration and Working with Vulnerable People registration costs. *The head of service may approve reimbursement subject to eligibility;*
2. At Clause N5, clause numbering is incorrect. N5.5 amend to N5.6 and all other subsequent clause numbering and references within clause N5 due to a duplicate clause reference;
3. At Clause N7, clause numbering is incorrect. N7.3 amend to N7.2 and all other subsequent clause numbering and references within clause N7;
4. At Clause P6.18 amend ‘Classroom Teachers, SLCs and SLBs alternative settings’ to ‘Classroom Teachers, SLCs and SLBs *in* alternative settings’;
5. At Clause T1.1 amend ‘With the exception of directors (SLA) and directors (SLB)’ to ‘With the exception of *senior* directors (SLA) and directors (SLB);
6. At Clause U2.2, amend formatting for subclauses;
7. At Annex A, amend spelling on ‘School’ in reference to School Leader A Level 3; and
8. At Clause A6.1, remove subclause A6.1.16.

[10] The AEU agrees to the amendments sought in the Form.

### **Variation pursuant to s.217**

[11] For the reasons outlined below, I am satisfied that s.217 applies to the variation at paragraph 9.1.

[12] The Applicant requests a variation at clause N1.3 to insert “*The head of service may approve reimbursement subject to eligibility*” at the end of the clause.

[13] Section 217 of the Act provides that:

#### **217 Variation of an enterprise agreement to remove an ambiguity or uncertainty**

(1) The FWC may vary an enterprise agreement to remove an ambiguity or uncertainty on application by any of the following:

- (a) one or more of the employers covered by the agreement;
- (b) an employee covered by the agreement;
- (c) an employee organisation covered by the agreement.

(2) If the FWC varies the enterprise agreement, the variation operates from the day specified in the decision to vary the agreement.

[14] The Applicant is the employer covered by the Agreement and I am satisfied that they have authority to make the application.

[15] The Applicant submits that they seek to amend an omission to provide a delegate/authority to approve the reimbursement payment provided for at clause N1.3. The Applicant submits that the amendment to address the ambiguity identified at clause N1.3 will not result in detriment to any employees covered by the Agreement. The AEU supports the amendment.

[16] Based on the material provided, I am satisfied that there is an ambiguity and the variation sought removes that ambiguity.

[17] The application is approved and the Agreement is varied as set out in paragraph 9.1.

### **Variations pursuant s.218A**

[18] I am satisfied that s.218A applies to the variations at paragraphs 9.2-9.8 of this Decision.

[19] Section 218A, which came into effect on 7 December 2022 as part of the reforms contained within the *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022*,

provides for the variation of enterprise agreements to correct or amend an obvious error, defect or irregularity:

“(1) The FWC may vary an enterprise agreement to correct or amend an obvious error, defect or irregularity (whether in substance or form).

(2) The FWC may vary an enterprise agreement under subsection (1);

(a) on its own initiative; or

(b) on application by any of the following:

(i) one or more of the employers covered by the agreement;

(ii) an employee covered by the agreement;

(iii) an employee organisation covered by the agreement.

(3) If the FWC varies an enterprise agreement under subsection (1), the variation operates from the day specified in the decision to vary the agreement.”

[20] As has been noted in recent decisions of the Commission<sup>1</sup>, s.218A of the Act is akin to the slip rule found in s.602 of the Act, which allows the Commission to correct or amend an obvious error, defect or irregularity (whether in substance or form) in relation to a decision of the Commission. The evident purpose of s.218A is to remove complexity associated with varying enterprise agreements containing obvious errors, defects or irregularities by simplifying the process by which corrections may be made.

[21] Before an amendment under s.218A can be made, there first must be satisfaction of the existence of an obvious error, defect or irregularity (whether in substance or form). Upon the finding of such an error, defect or irregularity, the Commission may, not must, vary the enterprise agreement. The power to vary should only be exercised to the extent necessary to remove the error, defect or irregularity.

[22] I am satisfied that the cross-referencing, spelling and grammatical errors in the Agreement outlined at paragraphs 9.2, 9.3, 9.4, 9.6 and 9.7 of this Decision, and as confirmed by the parties and the AEU, are obvious errors.

[23] In relation to the amendment sought at paragraph 9.5, the Applicant submits that the variation at clause T1.1 with the inclusion of ‘*Senior*’ was an omission in the position title for the office based School Leader As (SLAs) and submits that the inclusion of ‘*Senior*’ in the clause does not change the application or eligibility of the provisions in this clause. The AEU agree with this submission. I am satisfied that this is an obvious error.

[24] The Applicant and AEU submit that an amendment is required to clause A6.1 as outlined in paragraph 9.8 of this Decision. The AEU submits that the removal of A6.1.16 is on the basis that the inclusion of that provision was an error by the parties during drafting and would cause

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<sup>1</sup> See for example [2023] FWCA 844 per Gostencnik DP, and [2023] FWC 115 per Asbury DP (as Vice President Asbury then was).

no detriment to any party covered by the Agreement. The Applicant further submits that the removal of subclause A6.1.16 relates to internal processes only, are administrative in nature only and do not disadvantage employees or change entitlements in any way. The Applicant further submits that in its current form, clause A6.1 restricts the approval to pay the Employer Initiated Transfer Allowance to one position across the entire ACT Public Service, that position being the Head of Service. I am satisfied that the addition of A6.1.16 at clause A6.1 is an obvious error.

[25] I am satisfied the amendments should be made, and that it is appropriate to do so by varying the Agreement pursuant to s.218A of the Act. In the present case, the errors are readily identified, as are the corrections needed to make the Agreement accurately reflect what was clearly intended. The AEU agree to the amendments sought by the Applicant. There are no reasons not to exercise my discretion and good reasons to do so. The error identified at paragraphs 9.2-9.8, will be amended as per the order at the end of this Decision.

### Order

[26] I order, pursuant to s.217 and s.218A of the Act, that the Agreement be varied as follows:

1. By inserting “*The head of service may approve reimbursement subject to eligibility*” at the end of Clause N1.3;
2. Amend clause N5.5 to N5.6 and all other subsequent clause numbering and references within clause N5;
3. Amend clause N7.3 to N7.2 and all other subsequent clause numbering and references within clause N7;
4. Amend clause P6.18 to read ‘Classroom Teachers, SLCs and SLBs alternative settings’ to ‘Classroom Teachers, SLCs and SLBs *in* alternative settings’;
5. Amend clause T1.1 to read as follows ‘With the exception of directors (SLA) and directors (SLB)’ to ‘With the exception of *senior* directors (SLA) and directors (SLB);
6. Amend the formatting at clause U2.2;
7. Amend the spelling of “School” in reference to School Leader A Level 3 at Annex A; and
8. Remove subclause A6.1.16 at clause A6.1.

[27] The variations pursuant to s.217 and s.218A above will operate from 14 August 2023.

[28] The Applicant has simultaneously submitted a copy of the Agreement with the variations listed at paragraph 26. The Agreement, as varied, will be published with this Decision.



DEPUTY PRESIDENT

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<AE521026 PR764972>

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



**ACT**  
Government

**ACT PUBLIC SECTOR  
EDUCATION DIRECTORATE  
(TEACHING STAFF)  
ENTERPRISE AGREEMENT  
2023-2026**

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## DICTIONARY

**Accrued Day Off (ADO)** means a day or shift off duty for an employee using bankable leave accrued as a result of increasing the employee's daily hours of work – e.g. from 7 hours 36 minutes to 8 hours.

**ACTPS** means the public sector established by the PSM Act. To avoid doubt, this includes Calvary Health Care ACT Limited.

**Agreement** means the ACT Public Sector Education Directorate (Teaching Staff) Enterprise Agreement 2023-2026 and includes all Annexes and Schedules.

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

**Assisted Reproductive Leave** means the following assisted reproductive treatments: Intrauterine insemination (IUI), In vitro fertilisation (IVF) and Intracytoplasmic sperm injection (ICSI) and related medical appointments.

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

**Business/Work Unit** means any particular work unit in the ACTPS; e.g. a section, branch, division, project team or administrative unit.

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

**Casual Employee** means a person engaged under section 111 of the PSM Act to perform work with no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.

**Child** includes children in the case of multiple births.

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

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

**Directorate** means an administrative unit so named or other government agency within the meaning of the PSM Act and Calvary Health Care ACT Limited.

**DCC** means the Directorate Consultative Committee established under clause F1 - of this Agreement.

**Director-general** means a person engaged under subsection 31(2) of the PSM Act as the director-general of the directorate and includes a person who exercises head of service powers in relation to the appointment, engagement and employment of staff in a government agency in accordance with the PSM Act or other Territory law, but only in relation to staff of that government agency.

**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 2 people, whether of a different or the same sex, living together as a couple on a genuine domestic basis.

**Eligible Casual Employee** means an employee for which all of the following apply:

- (a) They have been employed as a casual employee.
- (b) They have been employed by the ACTPS on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.

- (c) They have a reasonable expectation of continuing to be employed by the ACTPS on a regular and systematic basis.

**Eligible employment** means:

- a) continuous employment by the ACTPS; 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*, the *Naval Defence Act 1910*, or the *Air Force Act 1923*), 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) an officer or a casual employee or a temporary employee who is employed or engaged under the PSM Act in a classification set out in Annex A, excluding a person engaged as head of service under subsection 31(1) of the PSM Act, persons engaged as directors-general under subsection 31(2) of the PSM Act, or persons engaged as executives under subsection 31(2) of the PSM Act.

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

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

**FW Act** means the *Fair Work Act 2009*.

**FWC** means Fair Work Commission.

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

**Head of service** means a person engaged under subsection 31(1) of the PSM Act as the head of service and the head of service for the ACT Long Service Leave Authority or a person who exercises head of service powers in relation to the appointment, engagement and employment of staff in a government agency in accordance with the PSM Act or other territory law, but only in relation to staff of that government agency.

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

**Immediate Family** means a person who is any of the following:

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

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

similar circumstances, for the purpose of caring responsibilities.

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

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

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

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

**Officer** means a person who is appointed as an officer under Division 5.3 of the PSM Act. Note: Permanent staff are officers.

**Office Based Teacher** means an employee who is classified as a classroom teacher or teacher level and their nominal position is in the Education Support Office.

**Office Based School Leader** means an employee who is classified as a school leader C, B or A and their nominal position is in the Education Support Office.

**Permanent or Long Term Caring Responsibility** means an out of home care placement for a child until the child turns 18 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* as varied, or replaced.

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

**Public sector standards commissioner** means a person appointed under section 142 of the PSM Act.

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

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

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

**Rostered Day Off or (RDO)** means any one or more days rostered off duty without pay.

**Seminar** means a conference or other meeting for discussion or training.

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

**Short Term Care** means an out of home care placement for a child (or children) of up to 2 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.

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

**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 5:06pm 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).

**Strategic Board** means the senior management team, comprising the head of service and the 8 directors-general, responsible for providing whole-of-government leadership and strategic direction to the ACT Public Service.

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

**Temporary Employee** means a person engaged under the PSM Act for a specific period of time or for a specified task under Division 5.8 of the PSM Act, excluding a person engaged under section 31(1) of the PSM Act as head of service, persons engaged as directors-general under section 31(2) of the PSM Act or persons engaged as executives under section 31(2) of the PSM Act.

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

**WHS Act** means the *Work Health and Safety Act 2011*.

## Section A Scope of Agreement

### A1 - Title

- A1.1 This Agreement, made under section 172 of the *Fair Work Act 2009*, will be known as the ACT Public Sector Education Directorate (Teaching Staff) Enterprise Agreement 2023-2026.

### A2 - Main Purpose

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

#### Retaining our people

- A2.2 In order to promote permanent employment and job security for employees, the ACTPS will endeavour to minimise the use of temporary and casual employment.
- A2.3 The ACTPS agrees to the use of temporary employees only where there is no officer available with the expertise, skills or qualifications required for the duties to be performed or the assistance of a temporary nature is required for the performance of urgent or specialised work within a particular business unit of the ACTPS and it is not practical in the circumstances to use the services of an existing officer.
- A2.4 Casual employment may be utilised to meet short-term work demands or specialist skill requirements which are not continuing and would not be anticipated to be met by existing employee levels. Casual employment must not be utilised for the purpose of undermining the job security of temporary and permanent employees.
- A2.5 In respect of casual employment, a conversion to full-time or part-time permanent employment will be considered in accordance with the ACT Government's Secure Workforce Conversion Process where: regular and systematic patterns of work have existed in the 6 month period prior to the employee's 12 month anniversary; and where there is a reasonable expectation that such arrangements can continue, on a part-time or full-time permanent basis without significant changes.

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

- A2.6 The ACTPS will continue to consult with unions and employees on the development of strategies and initiatives that may assist in the successful recruitment and retention of mature age employees. Such strategies and initiatives will be the subject of discussion and agreement between the employee and the head of service
- A2.7 These strategies and initiatives may include any of the following:
- A2.7.1 Developing flexible working arrangements, such as variable employment, part-year employment, job sharing and purchased leave.
  - A2.7.2 Planning phased retirement arrangements for individual mature age employees who are considering retirement within 4 to 5 years, including through reducing the employee's management or higher level responsibilities during a phased retirement period.
  - A2.7.3 Examining the implications of current superannuation legislation for using such flexible employment and working arrangements and informing affected employees how such implications may be addressed.
  - A2.7.4 Arranging training to assist the employee in any changing roles the employee may have as part of the employee's phased retirement.
  - A2.7.5 Developing arrangements to facilitate the return of former mature age employees, including by engaging such persons for a short period in a mentoring capacity.



- A2.7.6 At the discretion of the head of service, contributing to the cost to an employee of financial advice received as part of planning for a phased retirement period.

### **Attracting future employees**

- A2.8 The ACTPS will consult with the union(s) through the Directorate Consultative Committee (DCC) to develop strategies to assist in attracting and retaining suitable employees. This will involve development of appropriate strategies and processes, including the conduct of surveys of staff, to assist this objective.

### **Developing our people**

- A2.9 The ACTPS will consult and agree with the union(s) on the development and finalisation of Learning and Development Plans and on the annual key learning and development priorities. The ACTPS and the union(s) will also agree on the equitable use of resources to address these priorities and strategies appropriate for the different categories of employees. For the purposes of this clause, "resources" includes, but is not limited to, employees, time, funding (where required) and equipment.
- A2.10 This Agreement supports a performance culture within the ACTPS that promotes ethical workplace conduct and rewards employees for their contribution towards the achievement of the ACTPS's objectives.
- A2.11 It is acknowledged that performance management is important to employee development and to ensuring that the relationship between corporate, team and individual responsibilities is aligned to individual, team and organisational objectives.
- A2.12 Any performance management schemes in the ACTPS will not include performance pay and will not be used for disciplinary purposes.

### **Recognising our people**

- A2.13 The ACTPS is committed to achieving an environment where employees feel valued for the contribution they make to achieving organisational goals. The most effective form of recognition is timely and appropriate feedback. The ACTPS will consult with the union(s) on other effective ways of recognising and rewarding the achievement of individuals and work groups.
- A2.14 Any outcomes of this consultation will only be implemented by agreement of the ACTPS and the union(s).

### **Ensuring fairness**

- A2.15 The ACTPS recognises and encourages the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. The ACTPS aims to ensure that this diversity is able to contribute to effective decision making and delivery of client service.
- A2.16 The ACTPS will work with employees to prevent and eliminate discrimination on the basis of sex, sexuality, gender identity, relationship status, status as a parent or carer, pregnancy, breastfeeding, race, religious or political conviction, disability, industrial activity, age, profession, trade, occupation or calling, association, or a spent conviction, in accordance with the Discrimination Act 1991.

### **Achieving a better work and life balance**

- A2.17 The ACTPS is committed to providing employees with a work-life balance that recognises the family and other personal commitments of employees.
- A2.18 The ACTPS acknowledges the commitment and responsibilities that Aboriginal and Torres Strait Islander employees have to their community, and that Aboriginal or Torres Strait Islander identity is not left at the door when entering the workplace. The ACTPS recognises that Aboriginal and Torres Strait Islander employees have the capacity to make a unique and important contribution and bring a strength to the operations of the Australian Capital Territory and Public Sector.

- A2.19 This Enterprise Agreement provides a number of entitlements specific to Aboriginal and Torres Strait Islander employees in recognition of their community and cultural responsibilities, and in this statement expressly recognises the roles that Aboriginal and Torres Strait Islander employees may be required to undertake as part of their community. Involvement in community is an on-going function for Aboriginal and Torres Strait Islander peoples and is not tied to 'office hours'.
- A2.20 It is recognised that commitment to community can result in expectations being placed on Aboriginal and Torres Strait Islander employees that may not be expected of other employees, and that Aboriginal and Torres Strait Islander employees may be culturally bound to the performance of specific functions for their community. It is also recognised that Aboriginal and Torres Strait Islander employees may be impacted in their lives by a variety and accumulation of cultural factors.
- A2.21 Within and subject to operational requirements, supervisors and managers should seek to work with Aboriginal and Torres Strait Islander employees to support utilising the appropriate entitlements contained in this Agreement and achieve an appropriate balance between cultural and community responsibilities, and workplace duties.

### **Promoting a healthy and safe working environment**

- A2.22 The ACTPS is committed to promoting, achieving and maintaining the highest levels of health and safety for all employees.
- A2.23 The ACTPS is committed to facilitating workforce participation at a level that meets the needs of each individual and accounts for their particular circumstances.
- A2.24 The ACTPS will take all reasonable steps and precautions to provide a healthy, safe and secure workplace for the employee. The ACTPS and all employees will act in a manner that is consistent with the Work Health and Safety Act (WHS Act).
- A2.25 Further, given the clear evidence of the benefits and cost effectiveness of workplace health initiatives for both employers and employees, the ACTPS will develop health and wellbeing policies and programs that promote healthy lifestyles and help maintain a high standard of physical and mental health, along with supporting individual workplace safety and general wellbeing. Such policies and programs may include any of the following:
- A2.25.1 Organisational and environmental policies and programs.
  - A2.25.2 Awareness, training and education programs that promote healthy lifestyles, assist employees to identify and reduce risk factors.
  - A2.25.3 Traditional and non-traditional physical activity programs.

### **Climate change mitigation and sustainability**

- A2.26 The parties acknowledge all of the following:
- A2.26.1 That climate is changing and this affects residents of the ACT.
  - A2.26.2 The ACT has a long-term emissions reduction target of net zero greenhouse gas emissions by the year 2050 with a series of interim targets to achieve that goal.
  - A2.26.3 Education, discussion, information sharing and cooperation in the workplace is an important part of supporting the achievement of the emissions target.

## **A3 - Application and Coverage**

- A3.1 This Agreement applies to and covers all of the following:
- A3.1.1 The head of service on behalf of the Australian Capital Territory
  - A3.1.2 Persons engaged under *the Public Sector Management Act 1994* (PSM Act) at any time when the Agreement is in operation in one of the classifications in Annex A, except a

person engaged as head of service under section 31(1) of the PSM Act, persons engaged as directors-general under section 31(2) of the PSM Act, or persons engaged as executives under section 31(2) of the PSM Act, or persons covered by the ACTION Enterprise Agreement 2018- 2021, the ACT Public Sector Canberra Institute of Technology Enterprise Agreement 2018-2021, the ACT Public Sector Cultural Facilities Corporation Enterprise Agreement 2018-2021, and the ACT Public Sector Office of the Legislative Assembly Enterprise Agreement 2018-2021 , or where these have been superseded the relevant enterprise agreement in force at the time.

A3.1.3 ACT Territory Authorities and Instrumentalities that engage persons under the PSM Act in classifications listed in Annex A of this Agreement.

A3.2 Subject to the Fair Work Commission (FWC) noting in its decision to approve this Agreement that it covers these unions, this Agreement covers all of the following:

A3.2.1 Australian Education Union (AEU)

#### **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 2026.

A4.3 The head of service 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 *Public Sector Management Act 1994 (ACT) (PSM Act)*

A5.2.3 *Public Sector Management Standards (PSM Standards)*

A5.2.4 *Financial Management Act 1996 (ACT) (FM Act)*

A5.2.5 *Work Health and Safety Act 2011 (ACT) (WHS Act)*

A5.2.6 *Holidays Act 1958 (ACT) (Holidays Act)*

A5.2.7 *Territory Records Act 2002 (ACT) (TR Act)*

A5.2.8 *Safety, Rehabilitation and Compensation Act, 1988 (Cth) (SRC Act)*

A5.2.9 *Superannuation Guarantee (Administration) Act 1992 (Cth)*

A5.2.10 *Integrity Commission Act 2018 (ACT) (IC Act)*

A5.2.11 *Public Interest Disclosure Act 2012 (ACT) (PID Act)*

A5.2.12 *Labour Hire Licensing Act 2020 (ACT) (LHL 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. If there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.
- A5.5 This Agreement prevails over ACT legislation, including the PSM Act and the PSM Standards and relevant policy statements and guidelines to the extent of any inconsistency.
- A5.6 To the extent of any inconsistency between a provision in one of the schedules to this Agreement and sections A to M of this Agreement, the provision in the schedule will prevail.

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

- A6.1 The head of service may, in writing, delegate any power or function that the head of service has under this Agreement to another person or position within the ACTPS, subject to directions, except for this power of delegation and the powers under:
- A6.1.1 A3.1.1
  - A6.1.2 A3.1.2
  - A6.1.3 A4.3
  - A6.1.4 B9.3
  - A6.1.5 B9.4
  - A6.1.6 E10.4.3
  - A6.1.7 I4.13
  - A6.1.8 I4.15
  - A6.1.9 I4.16
  - A6.1.10 I4.17
  - A6.1.11 J1.2
  - A6.1.12 K2.1
  - A6.1.13 L15 -
  - A6.1.14 Annex B
  - A6.1.15 Annex D, section 16 (Campaign for election)
- A6.2 This does not limit the power of the head of service to authorise a person to act for and on the head of service's behalf.
- A6.3 Only directors-general may, in writing, sub-delegate a power or function delegated to them by the head of service.

## **A7 - Authority of the Public Sector Standards Commissioner**

- A7.1 Where the Public Sector Standards Commissioner has express powers under this Agreement, only the Public Sector Standards Commissioner may delegate, in writing, those powers to another person or position within the ACTPS, subject to directions, except for this power of delegation.
- A7.2 This does not limit the power of the Public Sector Standards Commissioner to authorise a person to act for and on behalf of the Public Sector Standards Commissioner.
- A7.3 Where the Public Sector Standards Commissioner is conducting investigations by reference to section 144(1)(a)(i) of the PSM Act about a matter declared by the Chief Minister in the way prescribed, the Public Sector Standards Commissioner is not limited to or bound by the investigation procedures contained in clause G7 - and clause G8 - of this Agreement.

## **A8 - Flexibility Term**

- A8.1 The head of service and an individual employee may agree to vary the application of certain provisions of this Agreement to meet the particular needs of a business unit in the ACTPS and of the individual employee (an individual flexibility arrangement).
- A8.2 The head of service and an individual employee may agree to vary, through an individual flexibility arrangement, any of the following provisions of this Agreement:
- A8.2.1 Vacation childcare subsidy (clause B26 -)
  - A8.2.2 Family care costs (clause B27 -)
  - A8.2.3 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.
- A8.3 The head of service must ensure that the terms of an individual flexibility arrangement meet all of the following:
- A8.3.1 They would be permitted if the arrangement were an enterprise agreement.
  - A8.3.2 They do not include a term that would be an unlawful term if the arrangement were an enterprise agreement.
  - A8.3.3 They will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- A8.4 The head of service must ensure that the individual flexibility arrangement meets all of the following:
- A8.4.1 It identifies the clause in A8.2 of this Agreement that the head of service and the employee have agreed to vary.
  - A8.4.2 It sets out details of how the arrangement will vary the effect of the clause.
  - A8.4.3 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.
  - A8.4.4 It states the day the arrangement commences.
- A8.5 An individual flexibility arrangement made under this clause must be genuinely agreed to by the head of service and the individual employee.
- A8.6 Except as provided in paragraph A8.7.2, an individual flexibility arrangement made under this clause must not include a provision that requires the individual flexibility arrangement to be approved, or consented to, by another person.
- A8.7 The head of service must ensure that an individual flexibility arrangement made under this clause is made in writing and signed by the following:
- A8.7.1 In all cases - by the employee and the head of service.
  - A8.7.2 If the employee is under 18 – by a parent or guardian of the employee.
- A8.8 The head of service must give the employee a copy of an individual flexibility arrangement made under this clause within 14 days after it is agreed to.
- A8.9 The head of service or the employee may terminate the individual flexibility arrangement by doing either of the following:
- A8.9.1 Giving written notice of no more than 28 days to the other party to the arrangement.
  - A8.9.2 Both parties agree in writing – at any time.
- A8.10 The right to make an individual flexibility arrangement under this clause is in addition to, and is not intended to otherwise affect, the right of the head of service and an individual employee to make an agreement under any other provision of this Agreement.

## **A9 - Work Organisation**

- A9.1 An employee agrees to carry out all lawful and reasonable directions of the head of service according to the requirements of the work and the employee's skill, experience and competence, in accordance with this Agreement, and without deskilling the employee.
- A9.2 An employee will not, unless this is done in the course of the employee's duties or as required by law or by the ACTPS, use or disclose to any person any confidential information about the ACTPS's business that becomes known to the employee during the employee's employment.
- A9.3 The ACTPS will not reveal to any person any medical, financial or personal details of the employee that the ACTPS may have obtained, except with the permission of the employee or where the ACTPS is under a legal obligation to do so.
- A9.4 Subject to subclauses A9.5 to A9.8 and limited to new employees of the ACTPS whose employment with the ACTPS commences on or after the commencement of this Agreement (new employee), the ACTPS will provide details of the new employee's employment to the relevant union(s) (irrespective of whether the employee has elected to become a member of the union).
- A9.5 The details of the new employee's employment which the ACTPS may provide to a relevant union is limited to the new employee's first name and surname, the ACT Government contact information for the new employee (email address and contact phone number), and the position and directorate in which the new employee is engaged. The ACTPS will not provide the information to the union(s) until at least 21 days after the new employee has commenced employment.
- A9.6 Subclause A9.4 does not apply if the head of service has received written notification from the new employee, either prior to their commencement of employment, or within 14 days after their commencement, that the employee does not consent to the information specified in subclause A9.5 being shared with the relevant union(s).
- A9.7 Each of the unions referred to in subclause A3.2 who wish to receive the information referred to in subclause A9.5 must advise the ACTPS of the classifications covered by this Agreement which, in accordance with its rules, the union is entitled to represent. Upon receipt of that advice from the unions, the ACTPS will compile a schedule and provide it to the unions (Union Representation Schedule).
- A9.8 The ACTPS will only provide new employee information to the relevant union(s) under subclause A9.4 in accordance with the Union Representation Schedule and will do so on a monthly basis.

## **A10 - Termination of Agreement**

- A10.1 The ACTPS and the union(s) covered by this Agreement agree that the maintenance of, and adherence to, agreed terms and conditions of employment is a key component of good workplace relations and a dispute free workplace. They therefore agree that they will not exercise their right to terminate this Agreement under the FW Act.

## **Section B Working in the ACT Public Sector**

### **B1 - Achieving a Better Work and Life Balance**

- B1.1 The ACTPS is committed to providing a healthy work-life balance that recognises supporting employees to reconcile work with their family and other personal commitments.
- B1.2 The ACTPS will promote a healthy work-life balance through facilitating flexible working arrangements, including hybrid work, in accordance with the provisions in this section.

- B1.3 Hybrid work is a flexible working arrangement whereby employees have the option to work in various locations as agreed with the head of service. This arrangement will differ across the Service and for individual employees and will recognise the operational and business requirements of the Directorate or business unit.

## **B2 - Types of Employment**

- B2.1 A person will be engaged under the PSM Act in one of the following categories:
- B2.1.1 *Permanent* employment as an officer on a full-time or permanent part-time basis, including appointment with or without probation.
  - B2.1.2 Short-term *temporary* employment for a period not exceeding 12 months on a full-time or part-time basis, engaged for a specified period of time or for a specified task or as an apprentice, trainee; or cadet.
  - B2.1.3 Long-term *temporary* employment for a period greater than 12 months but not exceeding 5 years on a full-time or part-time basis, engaged for a specified period of time or for a specified task or as an apprentice, seasonal employee, trainee, or cadet.
  - B2.1.4 *Casual* employment.
- B2.2 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.

## **B3 - Fixed Term Employment for Seasonal Employees**

- B3.1 Seasonal employees employed under paragraph B2.1.3 may be employed for a 3 year period on a temporary basis under which they work for certain periods during consecutive seasons (the “active employment periods”). Prior to the end of the 3 year contract the head of service may offer the seasonal employee a further 2 year contract without the need for the position to be advertised.
- B3.2 The active employment period will be specified in the contract and fixed for the contract term, and will be no less than 22 weeks per 12 month period. The start and end dates of each active employment period will be specified in the contract.
- B3.3 In respect of the active employment periods, seasonal employees must, unless otherwise specified, be entitled to the same benefits as employees working throughout the year, calculated on a pro rata basis.
- B3.4 Notwithstanding any other provision of this Agreement, outside the active employment periods (other than during periods of paid annual leave) seasonal employees will be regarded as being on unpaid leave and they will not accrue leave or any other entitlements under this Agreement while on unpaid leave.
- B3.5 The start and end dates of the active employment period as specified in the contract may be varied by agreement between the head of service and the employee, provided that this will not shorten the active employment period.
- B3.6 The active employment period can be extended up to 12 months in any contract year with agreement between the head of service and the employee.
- B3.7 Notwithstanding subclause B3.2 if there is a demonstrated need for a shorter active employment period for a particular type of seasonal employee, the head of service may determine that a shorter minimum active employment period applies for that particular group of employees, provided the minimum period is no less than 16 weeks.
- B3.8 A seasonal employee is not required to obtain prior permission for secondary employment in periods outside the active employment period, provided that there is no conflict of interest.

## **B4 - Joint Selection Committees**

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

## **B5 - Probation**

- B5.1 Details on probation for teachers and school leaders covered by this Agreement are contained in Part 2 Clause Q1.
- B5.2 Where an officer is appointed on probation under the PSM Act, the period of probation will ordinarily be no more than 6 months.
- B5.2.1 The probation period can only be longer than 6 months if it is in accordance with approved Training Scheme employment arrangements (for example at C6 -) or where the period of probation has been extended following an assessment of performance.
- B5.3 The head of service must, at the time an officer is appointed on probation, inform the officer in writing of the period of probation and the criteria and objectives to be met for the appointment to be confirmed.
- B5.4 Probation provides a supportive process for the officer during which mutual evaluation and decisions about permanent appointment can be made.
- B5.5 There must be at least 2 formal assessments of an officer's performance at appropriate and reasonable points of the probationary period. The head of service must provide the officer with a copy of each assessment report and provide the officer an opportunity to respond within 7 business days.
- B5.5.1 If the assessment warrants the manager or supervisor's recommendation that the head of service terminate the officer's employment, that recommendation must be included in the assessment report.
- B5.5.2 Where an employee's employment is to be terminated at the initiative of the head of service, the employee must be given at least 14 days written notice in accordance with section 70(5) of the PSM Act.
- B5.6 If the period of probation is extended in accordance with the PSM Act (s71B), the head of service must inform the officer in writing of the period of the extension, the reasons for the extension, and what the officer must do by the end of the period of extension for their permanent appointment to be confirmed.
- B5.7 A period of extension is not to be longer than 6 months unless it is for extraordinary circumstances and has been approved by the head of service.
- B5.8 A decision of the head of service to accept the recommendation to terminate the appointment of an officer on probation, as per paragraph B5.5.1, is excluded from the Internal Review Procedures (Section I ) and Appeal Mechanism (Section J I5.2) of this Agreement.
- B5.8.1 To avoid doubt, an officer on probation is able to seek a review of the officer's probation under the Internal Review Procedures, (Section I), except in relation to a decision to terminate the officer's employment.

## **B6 - Record Keeping**

- B6.1 The ACTPS must 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.
- B6.2 The employee must record the time of commencing and ceasing duty for each day. These records must be provided to the manager or supervisor where the manager or supervisor so requests.



- B6.3 Details of recording daily attendance for employees covered by this Agreement are contained in Part 2 clause W5.

### **B7 - Review of Employment Status**

- B7.1 In order to promote permanent employment and job security for employees in the ACTPS, temporary and non-ongoing employees, as well as eligible casual employees who have been engaged on a regular and systematic basis for at least 12 months and who have a reasonable expectation that such arrangements will continue, may, by application in writing to their or supervisor, request an examination of their employment status.

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

- B7.2 Having considered the request the manager or supervisor must respond in writing, giving reasons, within a 6 week timeframe.
- B7.3 To avoid doubt, decisions stemming from such reviews are subject to the application of selection and appointment processes applying in the ACTPS. These processes include the application of the merit principle and the application of a probation period on appointment. These processes are also subject to there being no excess officers who would be eligible for redeployment to the office.
- B7.4 A selection process initiated under this clause must be conducted with the use of a joint selection committee in accordance with clause B4 - of this Agreement.

### **B8 - Secure Employment**

- B8.1 The ACTPS is committed to promoting permanent employment and job security for employees within the ACTPS and accordingly agrees to the provisions in this clause.
- B8.2 The ACTPS is committed to establishing an Insourcing and Secure Employment Framework for assessing if applicable procured work should be provided by the public sector.
- B8.3 The ACTPS is committed to all of the following:
- B8.3.1 Minimising the use of consultants and contractors and labour-hire across the ACTPS.
  - B8.3.2 Minimising the use of sub-contractors and increase the use of direct employment of workers across the ACTPS.
  - B8.3.3 Supporting direct employment relationships, but where sub-contractors are operating, that industrial and legal mechanisms to protect their rights, be developed and implemented.
- B8.4 As part of the introduction of the Secure Employment Framework and to assist in the promotion of permanent employment for employees, the ACTPS will ensure that the employees of any consultants or contractors the ACTPS proposes to engage, receive pay and conditions at least equivalent in overall terms to ACTPS pay and conditions.
- B8.5 Prior to making decisions about matters covered by this clause, appropriate consultation must be undertaken with relevant employees and unions in accordance with clause F1 - F1 -of this Agreement.

### **B9 - Secure Workforce Conversion Process**

- B9.1 The ACTPS is committed to promoting permanent employment and job security for employees within the ACTPS.
- B9.2 For the purposes of giving effect to this commitment, which is further outlined in this Agreement, including at subclauses A2.2 and A2.5, a Joint Union and ACT Government Secure Workforce Conversion Process has been established by the ACT Government. The Secure Workforce Conversion Process delivers important outcomes regarding secure work for temporary and casual employees.

- B9.3 In accordance with subclauses A2.2 and A2.5, assessments will occur through the Secure Workforce Conversion Process which will facilitate recommendations to the head of service as to whether a position, or group of positions, or a temporary or casual employee, should be converted to permanency. Where such a recommendation has been made, the head of service will endeavour to convert the position(s) or employee(s) to permanent employment. The head of service may appoint the employee(s) currently in the relevant positions without a further merit selection process, if the head of service is satisfied that the relevant employee(s) meets the requirements of the proposed position and the criteria of the secure work conversion process.
- B9.4 Where the Secure Workforce Conversion Process has made a recommendation to the head of service that a position or group of positions, or an employee with temporary or casual employment should be converted to permanency and the head of service decides not to appoint the relevant employee(s) in accordance with subclause B12.3, the head of service must provide written reasons for their decision.

### **B10 - Notice of Termination**

- B10.1 Where an employee's employment is to be terminated at the initiative of the head of service, other than in accordance with subclause G5.8 or Section L, the notice periods set out in the Fair Work Act will apply.
- B10.2 Where an employee's employment ceases at the initiative of the employee, the employee must provide written notice of their resignation from the ACTPS to the head of service at least 2 weeks prior to the proposed date of the resignation.
- B10.3 The period of notice required in subclause B13.2 may be reduced by agreement in writing between the employee and the head of service.

### **B11 - Flexible Working Arrangements and Employee Support**

- B11.1 The ACTPS is committed to providing flexible working arrangements which allow employees to manage their work and personal commitments. This must be balanced against the operational requirements for the ACTPS to deliver services to the Canberra community.
- B11.2 The ACTPS recognises the need to provide sufficient support and flexibility at the workplace to assist employees in achieving work and life balance and to meet their caring responsibilities. While family friendly initiatives are important aspects of work and life balance, it is also important that all employees, at all stages in their working lives, are supported through this Agreement.
- B11.3 This Agreement provides a range of flexible working arrangement provisions which include:
- B11.3.1 Provisions to vary ordinary hours:
    - B11.3.2 (a) a default of standard hours (as defined in the Dictionary)
    - B11.3.2 (b) the employee's work pattern of attendance (B17.12.5)
    - B11.3.2 (c) an averaging approach to ordinary hours (B15.5 and B17.16)
  - B11.3.2 Provisions to vary the Span of Hours (B17.8).
  - B11.3.3 Flextime provisions (B18) for eligible employees.
  - B11.3.4 A Flexible Working Arrangement (B19).

### **B12 - Management of Working Hours**

- B12.1 The ACTPS recognises the importance of employees balancing work and personal life. The appropriate balance is a critical element in developing and maintaining healthy and productive workplaces. While it is acknowledged that peak workload periods may necessitate some extra

hours being worked by some employees, this should be regarded as the exception rather than the rule. This subclause should be read in conjunction with subclause B18.4 and clause E24 -.

- B12.2 Managers, supervisors and employees have a responsibility to minimise the extent to which excessive hours are worked. In the circumstances where work pressures result in the employee being required to work, or is likely to work, excessive hours over a significant period, the manager, supervisor and employee together must review workloads and priorities and determine appropriate strategies to address the situation.
- B12.3 Complying with clause B12.2 requires the manager or supervisor to consider and implement one or more of the following strategies to reduce the amount of excessive hours being accumulated:
- B12.3.1 Review of workloads and priorities.
  - B12.3.2 Re-allocation of resources.
  - B12.3.3 Consideration of appropriate arrangements for time off in lieu or other recompense.
  - B12.3.4 Review of staffing levels and classifications within the work group.
- B12.4 The head of service must consult with DCC's about the development and implementation of appropriate strategies to deal with issues associated with both paid and unpaid overtime.

### **B13 - Scheduling of Meetings**

- B13.1 To assist employees to meet their personal responsibilities, where possible, all meetings in the ACTPS are to be scheduled at times that take into account those responsibilities.
- B13.2 This clause must be read in conjunction with clause P7.

### **B14 - Casual Employment Arrangements**

- B14.1 Casual teachers are engaged under clause Q3.
- B14.2 The following provisions apply to all other classifications except classroom teachers/teacher level.
- B14.3 The minimum payment on each occasion when a casual employee is called for and attends for duty is 3 hours, whether or not the casual employee is required to work for those 3 hours.

#### **Rate of pay**

- B14.4 A person engaged as a casual employee will be paid at the same rate of pay as would be applicable to an employee performing the duties and hours of that role. In addition the casual employee will receive a loading of 25% of the ordinary hourly rate of pay set out in Annex A to this Agreement in lieu of paid leave entitlements, other than long service leave, and in lieu of payment for public holidays on which the employee did not work.

#### **Payment for shift work**

- B14.5 This subclause is not relevant to the Common Terms and Conditions for employees covered in this Agreement.

#### **Overtime**

- B14.6 This subclause is not relevant to the Common Terms and Conditions for employees covered in this Agreement.

#### **Overtime meal allowance**

- B14.8 This subclause is not relevant to the Common Terms and Conditions for employees covered in this Agreement.

#### **Payment for public holidays**

- B14.10 This subclause is not relevant to the Common Terms and Conditions for employees covered in this Agreement.

### **B15 - Hours of Work for Shift Workers**

- B15.1 This clause is not relevant to the Common Terms and Conditions for employees covered in this Agreement.

### **B16 - Accrued Days Off (ADOs)**

- B16.1 This clause is not relevant to the Common Terms and Conditions for employees covered in this Agreement.

### **B17 - Hours of Work for Non-Shift Workers**

- B17.1 The provisions of this clause are only for the purpose of calculating salary and leave entitlements.
- B17.2 In this clause employee refers to an employee (other than a casual employee) who is employed in a position identified by the head of service as having ordinary weekly hours of 36.75 hours per week.

#### **Non-shift workers - ordinary hours of work**

- B17.3 For a 36.75 hours per week position the following applies:
- B17.3.1 The ordinary daily hours are 7 hours and 21 minutes for a full-time employee.
- B17.4 A part-time employee will work less than the ordinary weekly hours of work for a full-time employee.
- B17.5 Further details on hours of work for school based teachers are contained in Part 2 clause P1.
- B17.6 Further details on hours of work for office based teachers are contained in Part 2 clause T1.

#### **Non-shift workers - span of hours**

- B17.7 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

#### **Non-shift workers – operational service hours for work areas**

- B17.8 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

#### **Non-shift workers – pattern of attendance at work for an individual employee**

- B17.9 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

#### **Non-shift workers – hours of work and flexible options**

- B17.10 This subclause is not relevant to the Common Terms and Conditions for employees covered in this Agreement.

#### **Non-shift workers - meal break**

- B17.11 Unless there are exceptional and unforeseen circumstances, an employee is not required to work for more than 5 hours without a meal break of at least 30 minutes' duration. Meal breaks do not count as time worked unless specifically provided for in this Agreement.
- B17.12 The provisions of subclause B17.11 may be varied by agreement between the manager or supervisor and a majority of employees concerned in a workplace.
- B17.13 The term 'meal break' does not require the employee to partake of a meal during the break period.

- B17.14 An employee who works up to 6 hours in a day may, with the agreement of the manager or supervisor, work up to 6 hours without a meal break to accommodate the employee's personal circumstances and work-life balance.

### **B18 - Flextime**

- B18.1 Flextime is available for office based teachers only. Details on flextime for office based teachers are contained in clause T4.

### **B19 - Flexible Working Arrangements**

- B19.1 The ACTPS offers a wide range of options to provide or facilitate flexible employment which are summarised in the table below. The specific provisions set out the terms and conditions of each option.

<b>Clause</b>	<b>Arrangement</b>	<b>Eligibility</b>
Section E and Annexure D leave entitlements	Leave	All employees other than casual employees. Please refer to the relevant leave type for more details.
B21 -	Regular Part-Time Employment	Full time employees and existing part-time employees
B22 - and V3	Job Sharing	All employees other than casual employees
B23 -	Part-Time Employment Following Birth Leave, Primary Caregiver Leave, Adoption or Permanent Care Leave or Parental Leave	Full time employees and existing part-time employees who return to work after accessing birth leave, primary caregiver leave, adoption or permanent care leave or parental leave
B24 -V5	Home-based Work	In accordance with clause V5.
B13 -	Scheduling of Meetings	All employees
B26 -T9	Vacation Childcare Subsidy	Office based teachers other than a casual employee or a temporary employee office based teacher who has been engaged by the ACTPS for a period of less than 12 months.
B27 -	Family Care Costs	All employees
B28 -	Nursing Employees	All employees
B29 -	Transfer of Medically Unfit Staff	All employees other than casual employees

B30 -	Transfer to a Safe Job during Pregnancy	All employees
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## **B20 - Making a Request for a Flexible Working Arrangement**

- B20.1** An employee may apply to the head of service for a Flexible Working Arrangement to support their work and life balance. The head of service must give the employee a written response to the request within 21 calendar days of receiving the request, stating whether the request is approved and the reasons if the request is refused.
- B20.2** An employee may request a flexible working arrangements, in accordance with the FW Act, in any of the following circumstances relating to the employee:
- B20.2.1** They seek working arrangements to suit their personal circumstances.
  - B20.2.2** The employee has a parental or other caring responsibility for a child of school age or younger.
  - B20.2.3** They have a caring responsibility for an individual with a disability, a terminal or chronic medical condition, mental illness or is frail and aged.
  - B20.2.4** They have a disability.
  - B20.2.5** They are 55 or older.
  - B20.2.6** They are experiencing family or domestic violence.
  - B20.2.7** 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.
  - B20.2.8** They are pregnant.
- B20.3** Nothing in this clause diminishes any provisions expressed elsewhere in this Agreement, where those entitlements are entitlements in their own right.
- B20.4** 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 the following:

<b>Clause</b>	<b>Arrangement</b>	<b>Summary of entitlement</b>
B17 -	Flexible starting and finishing time	Applies for the purposes of calculating leave entitlements only.
B24 -V5	Home-based work on a short-term or long-term basis	An employee may request to work from home or split working time between the workplace and home.
B21 -	Part-time work	A proposal to vary part-time employment arrangements may be made by the employee or head of service.
B22 -and V5 -	Job sharing	Job sharing arrangements may be introduced by agreement between the head of service and the employees involved.

E9 - and V6	Purchased leave	Employees may purchase leave in addition to the employee's usual annual leave entitlement to support their work life balance.
E7 and V2	Annual leave	Annual leave is available to employees to enable them to be absent from duty for the purposes of rest and recreation.
E25 -	Long service leave	Long service leave is available to employees to enable them to be absent from duty in recognition of their length of service.
Annex D	Leave not provided for elsewhere, with or without pay (Other Leave)	An employee may be eligible for additional leave types specified in Annex D to enable them to be absent from duty for a variety of purposes.
B23	Part-Time employment following birth leave, primary caregiver leave, adoption, permanent or long term care leave or parental leave	An employee returning to work after birth leave, primary caregiver leave, adoption, permanent or long term care leave or parental leave has a right to request part-time work arrangements within the first three years. Subject to approval, this may be extended to an aggregate total of seven (7) years.

- B20.5 The flexible working arrangement must 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 is that the employee returns to their nominal working arrangements.
- B20.6 Where a request for a flexible working arrangement is received, the head of service must consult with the employee and provide a written response to the request within 21 days.
- B20.7 The head of service may only deny an employee's request for a flexible working arrangements or a variation to an existing flexible working arrangements where there are reasonable business grounds for doing so and where all the following apply:
- B20.7.1 The head of service has discussed the request with the employee.
- B20.7.2 The head of service 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.
- B20.7.3 An agreement has not been reached between the head of service and employee.
- B20.7.4 The head of service has considered the consequences of the refusal for the employee.
- B20.8 Reasonable business grounds to deny a request include any of the following:
- B20.8.1 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.
- B20.8.2 There is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee.

- B20.8.3 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.
- B20.8.4 It would be a genuine risk to the health and safety of an employee(s).
- B20.8.5 Demonstrable exceptional circumstances have arisen that mean the request cannot be approved.
- B20.9 The head of service must inform the employee in writing of the decision to refuse the flexible working arrangement and the response must include all the following:
  - B20.9.1 Details of the reasons for the refusal.
  - B20.9.2 The reasonable business grounds for refusing the request.
  - B20.9.3 How the reasonable business grounds apply to the request.
  - B20.9.4 One of the following:
    - B20.9.4 (a) Provide alternative proposals for changes in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances.
    - B20.9.4 (b) State that there are no alternative changes available that would accommodate, to any extent, the employee's circumstances.
  - B20.9.5 The dispute mechanisms available under section G6 and the ability to refer the dispute to the FWC for resolution.
- B20.10 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 the circumstances under which the flexible working arrangements were originally granted will be examined and reassessed.
- B20.11 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 manager concerned. A flexible working arrangement may be revoked by either the employee or manager:
  - B20.11.1 at the annual review; or
  - B20.11.2 in exceptional circumstances between annual reviews.
- B20.12 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 extenuating circumstances.
- B20.13 Reasonable grounds to amend or revoke a flexible working arrangement may include but are not limited to the following:
  - B20.13.1 Employee's role has changed significantly and the current flexible arrangement is no longer suitable.
  - B20.13.2 There is the increased risk of injury or illness or where there are other work health and safety concerns.
  - B20.13.3 History of underperformance as documented in an underperformance plan or behaviour concerns.
- B20.14 Revoking a flexible work arrangement should not be considered until after efforts to amend arrangements have been attempted.
- B20.15 Employees that have an existing flexible working arrangement at the commencement of this Agreement must have that arrangement reviewed within 12 months of commencement of this Agreement.



## **B21 - Regular Part-Time Employment**

- B21.1 A person may be employed in any classification as a part-time officer for an agreed number of regular hours that is less than the ordinary weekly hours specified at subclause B17.2.
- B21.2 Proposals to reduce hours below full-time employment may be initiated by the head of service for operational reasons.
- B21.3 The head of service must obtain the written agreement of a full-time officer before the officer converts to part-time.
- B21.4 No pressure is to be exerted on full-time officers to convert to part-time employment or to transfer to another position to make way for part-time employment.
- B21.5 The agreed period, pattern of hours and days and commencement and cessation times for part-time work must be agreed between the officer and the officer's manager or supervisor and recorded in writing.

Note: An employee who wishes to work part-time may apply for a flexible working arrangement in accordance with subclause B20.

### **Variation to part-time hours**

- B21.6 Proposals to vary a part-time employment arrangement may be initiated by the head of service for operational reasons or by an officer for personal reasons.
- B21.7 Where an officer initiates a proposal the head of service must have regard to the personal reasons put by the officer in support of the proposal and to their business unit's operational requirements.
- B21.8 The head of service must obtain the written agreement of the officer before the officer's hours are varied.
- B21.9 No pressure is to be exerted on an officer to vary the officer's hours of employment or to transfer to another position to make way for part-time employment.
- B21.10 The agreed period, pattern of hours and days and commencement and cessation times for part-time work must be agreed between the officer and the officer's manager or supervisor and recorded in writing.

## **B22 - Job Sharing**

- B22.1 In this clause employee refers to employees other than casual employees.
- B22.2 Job sharing arrangements may be introduced by agreement between the head of service and the employees involved, subject to operational requirements. Employees working under job sharing arrangements share one job and are considered to be part-time with each working part-time on a regular, continuing basis.
- B22.3 An employee must request in writing permission to work in a job sharing arrangement. The head of service must agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.
- B22.4 The pattern of hours for the job sharing arrangement must be agreed between the employee and the head of service. However, any single attendance at the office-based worksite must be for no less than 3 consecutive hours.
- B22.5 The employee who is in a job sharing arrangement and who was previously working full-time may revert to full-time employment before the expiry of the agreed period of job sharing if all parties to the arrangement agree.
- B22.6 In the event that either employee ceases to participate in the job sharing arrangement, the arrangement must be terminated.

## **B23 - Part-Time Employment Following Birth Leave, Primary Caregiver Leave, Adoption, Permanent or Long Term Care Leave or Parental Leave**

- B23.1 Subject to this clause, the head of service must approve an application by an officer employed on a full-time basis who returns to work after accessing birth leave, primary caregiver leave, adoption, permanent or long term care leave or parental leave, to work on a part-time basis up until the date which is 3 years from the birth or adoption of a child or the granting of parental responsibility of a foster child.
- B23.2 If the head of service deems that an application by an officer to access part-time work under this clause can only be accommodated if the officer agrees to become unattached, then the application must only be approved if the officer so agrees.
- B23.3 The maximum aggregate period of part-time employment that may be approved for an officer under subclause B23.1 is 7 years.
- B23.4 Either the officer who accesses primary care giver leave under clause E16 -, or adoption, permanent or long term care leave under clause E20 -, or the employee who is entitled to or accesses birth leave under clause E14 - is entitled to access part-time employment as provided in subclause B23.1.
- B23.5 The agreed period, pattern of hours and days and commencement and cessation times for part-time work must be agreed between the officer and the officer's manager or supervisor and recorded in writing.

## **B24 - Home Based Work**

- B24.1 Details of home based work for employees covered by this Agreement are contained in clause V5.

## **B25 - Employee Assistance Program**

- B25.1 As a benefit to employees, the ACTPS must provide employees and employees' immediate families with access to an independent, confidential and professional counselling service at no cost to the employee.

## **B26 - Vacation Childcare Subsidy**

- B26.1 Details of vacation childcare subsidy for office based teachers are contained in clause T9.

## **B27 - Family Care Costs**

- B27.1 Where an employee is directed to work outside the employee's regular pattern of work, the head of service must authorise reimbursement to the employee by receipt for some or all of the costs of additional family care arrangements.

## **B28 - Nursing Employees**

- B28.1 The ACTPS is committed to supporting employees who are breastfeeding or expressing milk for a baby or young child (nursing employees).
- B28.2 Nursing employees 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.
- B28.3 Where practicable the work area must establish and maintain a suitable private room for nursing employees. Where there is no room available another appropriate space may be used.
- B28.4 Up to one hour, per day or shift, paid lactation breaks that are non-cumulative must be available for nursing employees.

## **B29 - Transfer of Medically Unfit Staff**

- B29.1 This clause does not apply to casual employees.
- B29.2 A medically unfit employee is an employee who is considered by the head of service to be an employee who is unable to perform duties appropriate to the employee's role because of physical or mental incapacity following recommendation by an authorised doctor as defined under the PSM Act.
- B29.3 Despite the provision of section 27 of the PSM Act, a medically unfit employee may, by agreement with the employee, be transferred to any position within the employee's current skill level and experience, at either their substantive classification or equivalent classification. If the employee moves into an alternative classification stream, they may only be transferred to a classification that has a maximum salary which does not vary from the top increment of the employee's substantive classification by more than 10%, and penalties and allowances attached to the substantive position will not be taken into consideration in this calculation. Penalties and allowances may only continue to be paid where applicable in the new position. For clarity this provision allows transfer between alternate classification streams, but does not allow for the transfer of an officer to a higher classification within the same classification stream e.g. a SOG B transfer to a SOG A.
- B29.4 An employee must not be redeployed in accordance with subclause E13.3 unless there is no suitable vacant position at the employee's substantive classification within their directorate.

## **B30 - Transfer to a Safe Job during Pregnancy**

### **Purpose**

- B30.1 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**

- B30.2 In accordance with the NES, this clause applies to a pregnant employee when they do both the following:
- B30.2.1 Give notice that they will be applying for birth leave.
  - B30.2.2 Provide evidence from a registered health professional or registered medical professional to the head of service that they are fit for work but that it is inadvisable 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.
- B30.3 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**

- B30.4 If the head of service determines that 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 counts as service for all purposes.
- B30.5 If the head of service determines that 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 does not count as service for any purposes but does not break continuity of service.

- B30.6 The employee's entitlements under this clause cease when the employee's pregnancy ends before the end of the stated period.

## **Section C Rates of Pay and Allowances**

### **C1 - Part-Time Employment**

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

### **C2 - Pay Increases**

- C2.1 Employees will be paid in accordance with the employee's classification and rates of pay set out in Annex A to this Agreement.
- C2.2 Increases to pay rates for all classifications set out in Annex A of this Agreement will be:
- C2.2.1 \$1,750 flat rate increase in the first full pay period on or after 1 January 2023.
  - C2.2.2 1% from the commencement of the first full pay period on or after 1 June 2023.
  - C2.2.3 \$1,750 flat rate increase in the first full pay period on or after 1 December 2023.
  - C2.2.4 1.5% from the commencement of the first full pay period on or after 1 June 2024.
  - C2.2.5 1% from the commencement of the first full pay period on or after 1 December 2024 and \$1,500 flat rate increase.
  - C2.2.6 1% from the commencement of the first full pay period on or after 1 June 2025.
  - C2.2.7 1% from the commencement of the first full pay period on or after 1 December 2025 and \$1,000 flat rate increase.

### **C3 - Method of Payment**

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

### **C4 - Payroll Deduction for Union Fees**

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

## **C5 - Pay Points and Increments**

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

## **C6 - Entry Level Programs**

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

## **C7 - Higher Duties Allowance**

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

## **C8 - Payment for Shift Workers**

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

## **C9 - Overtime**

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

## **C10 - Rest Relief after Overtime**

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

## **C11 - Payment for Public Holiday Duty**

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

## **C12 - Daylight Saving Arrangements**

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

## **C13 - On-Call Allowances**

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

### **C14 - Close-Call Allowance**

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

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

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

### **C16 - Emergency Duty**

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

### **C17 - Emergency Management Provision**

- C17.1 The ACTPS and unions recognise the need to provide sufficient support and flexibility at the workplace to assist in delivering the government's emergency management response.

#### **Application**

- C17.2 This section applies to an employee who is directed to undertake shift work arrangements in response to an event or series of events, or activities declared to be a significant emergency event, in writing, by head of service.
- C17.3 The entitlements in this section are effective 7 days after the declaration is made.
- C17.4 This section does not apply to Casual Employees or an employee who already performs shift work as part of their designated role.
- C17.5 The head of service may implement shift arrangements in response to the declared significant emergency event. Effective consultation will take place where reasonably practicable during the significant emergency event in accordance with section F.
- C17.6 The head of service may, in writing, activate, deactivate or specify the duration of a significant emergency event at any time.

#### **Entitlement**

- C17.7 All provisions for shift workers apply with the exception of the following :
- C17.7.1 The 14-day minimum roster notification period under subsection B15.8 does not apply.
  - C17.7.2 The additional payment under subsection C8.1 is increased to 22%.
  - C17.7.3 The additional payment under subsection C8.2 is increased to 37%.
  - C17.7.4 The additional payment under subsection C8.5 is increased to 57%.
  - C17.7.5 The additional payment under subsection C8.6 is increased to 107%.
  - C17.7.6 The additional payment under subsection C8.7 is increased to 157%.
- C17.8 This section ceases to apply on the earlier of the following days:
- C17.8.1 The day 7 weeks from the day the emergency event is declared.
  - C17.8.2 The day the head of service declares the emergency event is ended.

## **C18 - Health and Wellbeing Payment**

### **Purpose**

- C18.1 In recognition of the benefits of maintaining a healthy and productive workforce, employees who undertake, in their own time, health promotion activities are entitled to a health and wellbeing reimbursement payment.

### **Entitlement**

- C18.2 Having considered the requirements of this clause, the head of service may approve a reimbursement payment not exceeding \$100 per annum.
- C18.3 The payment will be on a reimbursement basis subject to an original tax invoice 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.
- C18.4 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.

### **Eligibility**

- C18.5 Permanent and temporary 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 ACTPS. Casual employees are not eligible for this payment.

### **Approved Activities**

- C18.6 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.
- C18.7 The total amount that can be claimed will depend on the Fringe Benefit Tax (FBT) relating to the approved activity. All activities to be claimed must fall within the same category. The categories are specified in the application process.
- C18.8 Where the head of service approved a reimbursement payment in accordance with clause C18.2 the total reimbursed amount will be included in with the employees fortnightly pay and will not be subject to tax.

## **C19 - Directorate Liaison Officer (DLO) Allowance**

- C19.1 This clause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

## **C20 - Other Allowances**

- C20.1 The head of service may approve the payment of expense-related, disability-related, functional-related and qualification-related allowances as provided for in this Agreement at Annex C.
- C20.2 The rates for all allowances provided for in Annex C of this Agreement will be adjusted by:
- C20.2.1 1.79% from the commencement of the first full pay period on or after 1 January 2023.
- C20.2.2 1% from the commencement of the first full pay period on or after 1 June 2023.
- C20.2.3 1.74% from the commencement of the first full pay period on or after 1 December 2023.
- C20.2.4 1.5% from the commencement of the first full pay period on or after 1 June 2024.
- C20.2.5 2.44% from the commencement of the first full pay period on or after 1 December 2024.
- C20.2.6 1% from the commencement of the first full pay period on or after 1 June 2025.

C20.2.7 1.93% from the commencement of the first full pay period on or after 1 December 2025. unless the contrary intention is stated for a specific allowance in Annex C.

C20.2.8 Despite clause C1 - part-time and casual employees who satisfy the requirements for payment of an expense-related allowance will receive the full amount of allowance or payment prescribed in Annex C.

C20.3 Part-time and casual employees who satisfy the requirements for payment of an allowance that is not an expense-related allowance will receive the following amount of the allowance or payment prescribed in Annex C unless the contrary intention is stated for a specific allowance in Annex C:

C20.3.1 (a) If the allowance is payable by the hour, shift or occasion – the full amount.

C20.3.1 (b) If the allowance is payable by the day, week, fortnight or year – a prorated amount calculated according to the hours worked relative to full-time

C20.4 Allowances payable to casual employees under this Agreement are not subject to any casual loading.

C20.5 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

C20.6 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

C20.7 The following allowances, detailed in Annex C, may apply to any ACTPS employee:

C20.7.1 Advanced First aid allowance

C20.7.2 Camping

C20.7.3 Camping Outlay

C20.7.4 Community language allowance

C20.7.5 Corporate Citizens Allowance

C20.7.6 Employer Initiated Transfer Allowance

C20.7.7 Fire Duty Coordinator

C20.7.8 Motor vehicle allowance.

C20.7.9 Special Education

C20.7.10 Travelling Entitlement

#### **Excess travel time**

C20.8 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

#### **Excess fares**

C20.9 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

#### **Allowances arising out of employee mobility occasioned by exceptional circumstances**

C20.10 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

### **C21 - Reimbursement of Reasonable Relocation Expenses**

C21.1 The purpose of this reimbursement is to provide financial assistance to employees recruited from interstate or overseas who are engaged on a permanent or long-term temporary basis.



- C21.2 The head of service may approve a reimbursement payment to a new employee as the head of service considers is reasonable in the new employee's circumstances. The relevant pre-determined ceiling is set out below:

Single with no dependents	\$12,000
Additional payment per dependent (first 6 dependents)	\$2,000
Additional payment per dependent (seventh and further dependents)	\$1,750

- C21.3 In order for a new employee to be reimbursed costs, valid receipts must be provided.
- C21.4 For the purposes of this clause, dependant does not require actual financial dependency and includes members of the new employee's immediate household including a domestic partner, parent, parent of domestic partner, brother, sister, guardian, foster parent, step-parent, step-brother, half-brother, step-sister, half-sister, child, foster child or step child residing with the employee at the time the offer is made.
- C21.5 The head of service may approve payment in excess of the approved amount or ceiling in exceptional circumstances.
- C21.6 In the event that the employee terminates their employment with an ACTPS business unit within 24 months of the date of engagement and does not commence employment with another ACTPS business unit within one month, the employee may be required by the head of service to repay one of the following:
- C21.6.1 In the case the employee terminates employment within 12 months from the date of appointment – 100% of the relocation reimbursement.
- C21.6.2 In the case the employee terminates employment more than 12 months and less than 24 months from the date of appointment – 50% of the relocation reimbursement.

## Section D Pay Related Matters

### D1 - Salary Sacrifice Arrangements

- D1.1 Voluntary access to salary sacrifice arrangements are available to employees in accordance with ACTPS policies and guidelines.
- D1.2 The employee must 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 are 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, are not a cause for further claims against the ACTPS.
- D1.5 The head of service must continue to provide appropriate information to employees concerning salary sacrifice arrangements.

### D2 - Attraction and Retention Incentives

- D2.1 In some special circumstances it may be necessary for the head of service to determine that an employee or group of employees who are covered by this Agreement and who occupy certain positions should be provided with attraction and retention incentives that may differ from some of the terms and conditions under this Agreement.

- D2.2 The framework under which attraction and retention incentives may apply during the life of this Agreement is set out in Annex B of this Agreement.

### **D3 - Classification and Work Value Review**

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

### **D4 - Supported Wage System**

- D4.1 Employees who are assessed as eligible to receive a supported wage under subclause D4.2 are to be paid the percentage of pay that corresponds to the employee's assessed productive capacity and the class of work which the person is performing, provided that the minimum amount payable is not to be less than 10% of the second point of the Permit to Teach (PTT) pay range.
- D4.2 The ACTPS must 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 is as set out in subclause D4.1.

### **D5 - Overpayments**

- D5.1 An overpayment is a debt owed to the Territory.
- D5.2 In the event that an employee has received an overpayment, the head of service may recover the overpayment in accordance with this clause.
- D5.3 Any disputes about the application of these provisions should be addressed through the Dispute Avoidance/Settlement Procedures outlined at F6 -. Unless the employee agrees, recovery of monies will not occur while a dispute is in process.
- D5.4 If the head of service believes that an overpayment has occurred, the head of service will consider whether it would be appropriate in the circumstances to waive part or all of the overpayment in accordance with section 131 of the FM Act.
- D5.5 For the purposes of these provisions, when considering whether a waiver is appropriate, the head of service will consider all the following compelling circumstances:
- D5.5.1 Financial hardship.
  - D5.5.2 The circumstances under which the debt arose.
  - D5.5.3 Other exceptional circumstances.
- D5.6 If the head of service considers that a waiver in accordance with subclause D5.4 is not appropriate in the circumstances, the head of service must provide the employee with all the following information:
- D5.6.1 The pay period(s) in which the overpayment occurred.
  - D5.6.2 The nature of the overpayment.
  - D5.6.3 The reasons why the overpayment occurred.
  - D5.6.4 The gross and net components of the overpayment.
- D5.7 The head of service will provide the employee or their representative with an opportunity to respond or request a waiver within 10 working days from the date the information at D5.6 was provided. If the head of service does not receive a response within this timeframe, the overpayment process will continue in accordance with the following provisions in this clause.
- D5.8 Subsequent to the decision of whether to waive the overpayment in accordance with subclause D5.7 the head of service must advise the employee in writing, as soon as practicable, of all the following:
- D5.8.1 The decision to waive any, or part, of the overpayment, if applicable.

- D5.8.2 The process for recovery of the overpayment, if any.
- D5.8.3 The proposed recovery rate, if any.
- D5.9 The head of service 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 D5.12 applies.
- D5.10 Any such agreement in accordance with subclause D5.9 may include recovery of the overpayment by the head of service using one of the following methods:
  - D5.10.1 A lump sum payment by the employee.
  - D5.10.2 A payroll deduction from the employee's pay.
- D5.11 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 D5.10, subject to the cashing out of leave limitation provisions in this Agreement.
- D5.12 Where the head of service and the employee cannot agree about the arrangements for recovery of an overpayment, the overpayment must be recovered in accordance with an arrangement as determined by the head of service under section 246 of the PSM Act.
  - D5.12.1 Where recovery occurs in accordance with subclause D5.12 the overpayment will be recovered at the rate of up to 10% of the employee's gross fortnightly pay, or such other rate determined by the head of service having regard for all of the circumstances.
- D5.13 Despite subclause D5.9 and subclause D5.12, the recovery period will not usually exceed 26 pay periods.
- D5.14 Any outstanding money owing to the ACTPS when an employee ceases employment is to be recovered by deduction from any final entitlements payable to the employee. If a debt still exists further debt recovery action is to be taken unless the head of service does one of the following:
  - D5.14.1 Directs the recovery be waived, in part or in full, based on evidence provided by the employee of exceptional circumstance or that such recovery would cause undue hardship.
  - D5.14.2 Determines that an overpayment is not recoverable. If an overpayment is not recoverable, the provisions of the relevant directorate's Financial Instructions, relating to the write off of monies, will apply.

## **D6 - Underpayments**

- D6.1 Where the head of service agrees that an employee has been underpaid on the employee's ordinary hourly rate of pay, and the employee requests, an offline payment for the amount owing will be made to the employee within 3 business days of the head of service receiving the request.
- D6.2 Where a shift penalty, overtime payment or higher duties allowance is not made within 2 pay periods of the appropriate authorisation having been received by the relevant corporate area, and the employee requests, an offline payment for the amount owing will be made to the employee within 3 business days of the head of service receiving the request.

## **D7 - Superannuation**

- D7.1 The head of service must provide employer superannuation contributions in accordance with the relevant legislative requirements.
- D7.2 This clause does not apply to employees who are members of the Public Sector Superannuation Accumulation Plan (PSSap), unless they are eligible to be members of the PSSap as a fund of choice.

- D7.3 This clause does not apply to preserved members of other superannuation plans, including CSS and PSSdb. Employees covered by those superannuation plans, must receive the employer contributions specified by the fund rules for the relevant superannuation plan.
- D7.4 An employee may choose any approved superannuation fund as long as the fund can accept employer contributions by EFT. If the employee's chosen fund cannot or will not accept additional contributions as outlined in subclause D7.5 and subclause D7.8, then the employee will be advised of their right to change funds, to enable such contributions to be made.
- D7.5 The employer contributions are all of the following:
- D7.5.1 From 1 July 2022 to 30 June 2025 is 11.5%.
  - D7.5.2 From 1 July 2025 to 31 December 2025 is 12%.
  - D7.5.3 From 1 January 2026 is 12.5%.
  - D7.5.4 A further 1% pro rata per pay, based on the employee's gross fortnightly Ordinary Time Earnings (OTE) (or other methods where prescribed by the nominated superannuation fund rules), for each pay period where the employee contributes 3% or more of their fortnightly OTE to their nominated superannuation fund (either in pre or post tax dollars) and where it is processed through the ACT Government's payroll system.
- D7.6 The salary for superannuation purposes is calculated on the employee's Ordinary Time Earnings (OTE) within the meaning of the Superannuation Guarantee (Administration) Act 1992.
- D7.7 Employer contributions are not reduced by any other contributions made through salary sacrifice arrangements.
- D7.8 For employees who take paid or unpaid parental leave (which includes birth, parental, grandparental and foster care leave), employer contributions (which are calculated using the same formula as prescribed in subclause E14.22) are made for an aggregate period equal to a maximum of 104 weeks of the parental leave (which includes birth, 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.
- D7.9 The Government must, through the Chief Minister, Treasury and Economic Development Directorate, consult with unions and employees on changes to superannuation legislation that may be proposed by the Commonwealth.

## **D8 - Payment on Death**

- D8.1 Where an employee dies, or the head of service has directed that an employee is presumed to have died on a particular date, the head of service may make a payment or partial payment for unused leave credits and other entitlements directly to the dependants or the domestic partner, or to the legal personal representative, or to the estate, of the former employee of an amount that would have been paid had the employee ceased employment otherwise than because of the employee's death. The payment in respect of unused long service leave is calculated in accordance with subclause E25.23.

## **Section E Leave**

### **E1 - Part-time Employees**

- E1.1 Part time employees are credited and debited leave on a pro rata basis.

## **E2 - Leave Below One Day**

- E2.1 Employees with access to flextime (or TOIL) must use flextime (or TOIL) for all absences of less than one day wherever practicable; however personal leave may still be accessed for these absences.

## **E3 - Non-approval of Leave**

- E3.1 Where a request is not approved the head of service must, if so requested in writing by the employee, provide the reasons for that decision to the employee in writing. Where a request is not approved the head of service must consult with the employee to determine mutually convenient alternative arrangements.

## **E4 - Personal Leave**

### **Purpose**

- E4.1 Personal leave is available to employees to enable them to be absent from duty in any of the following circumstances:
- E4.1.1 The employee is unfit for work because of a personal illness, or personal injury.
  - E4.1.2 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:
    - E4.1.2 (a) They are ill or injured.
    - E4.1.2 (b) They are affected by an unexpected emergency.
  - E4.1.3 The employee is attending a medical appointment for themselves, or a member of their immediate family or household, with a registered health professional who is operating within their scope of practice.
  - E4.1.4 There are special, extraordinary or unforeseen circumstances in accordance with clause E5.

### **Eligibility**

- E4.2 Personal leave is available to employees other than casual employees.

### **Entitlement**

- E4.3 An employee may be granted personal leave up to their available credit from the first day of service.
- E4.4 Personal leave is cumulative and there is no cap on the personal leave balance an employee may accrue.
- E4.5 If a person is retired from the Sector on grounds of invalidity, and is re-appointed as a result of action taken under the *Superannuation Act 1976* or the *Superannuation Act 1990*, they are entitled to be re-credited with unused personal leave credit held prior to the invalidity retirement.
- E4.6 Personal leave will not accrue during a period of unauthorised absence or a period of leave without pay that does not count for service.
- E4.7 A part-time officer or part-time temporary employee will accrue personal leave calculated on a pro rata basis.

### **Interim Arrangements Until Daily Accrual is Implemented**

- E4.8 Except for a short-term temporary employee and an employee to whom subclause E4.9 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.

- E4.9 On engagement under the PSM Act, employees who have prior service recognised for personal leave purposes will be credited with any personal leave balance accrued with the previous employer. On the employee's normal accrual date, the employee will then receive personal leave in accordance with subclause E4.10. Where the employee's personal leave prior to engagement with the ACTPS was accrued on a progressive basis, rather than credited prospectively, the employee will also be credited with an amount of personal leave which is the difference between 3.6 weeks and any personal leave already accrued with the previous employer for their current accrual year.

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

- E4.10 An additional credit of 3.6 weeks personal leave will be made on the anniversary of the employee's commencement during each year of service.
- E4.11 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.

#### **Short-term temporary employees**

- E4.12 A short-term temporary employee will be credited with 0.2 weeks of personal leave on commencement and a further 0.8 weeks of personal leave after 4 weeks continuous service. Thereafter the employee will be credited with 0.2 weeks of personal leave for each subsequent 4 weeks of continuous service up to a maximum of 2 weeks in the employee's first 12 months of service.
- E4.13 After 12 months continuous service short-term temporary employees will receive 5.2 weeks of personal leave with pay. For every subsequent 12 months of service, short-term temporary employees will receive personal leave in accordance with subclause E4.10.
- E4.14 A short-term temporary employee subsequently appointed under the PSM Act prior to completing 12 months service will have their personal leave balance brought up to the equivalent of 3.6 weeks, less any personal leave with pay granted under subclause E4.3. For subsequent accruals that short-term temporary employee will receive personal leave on the same basis as an officer on the anniversary of the commencement of their employment.

#### **Daily Accrual Implementation**

- E4.15 Personal leave will move to daily accrual from 1 January 2024.
- E4.16 An employee's personal leave credit accrues daily according to the following formula:

Total hours of leave accrued per day =  $(A \times B \times D) / C$ , where:

- E4.16.1 A = number of ordinary hours per week worked.
- E4.16.2 B = one where the day counts as service or zero where the day does not count as service or is an unauthorised absence.
- E4.16.3 C = number of calendar days in the year.
- E4.16.4 D = number of weeks of personal leave an employee is entitled to a year.
- E4.17 For the purpose of subclause E4.16 the basic leave entitlement is one of the following:
- E4.17.1 In the case of 36.75 hour workers, 132.3 hours leave (3.6 weeks) for each full year worked.
- E4.17.2 In the case of 38 hour workers, 136.8 hours leave (3.6 weeks) for each full year worked.

- E4.18 Except for a short-term temporary employee and an employee to whom subclause E4.19 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.
- E4.19 On engagement under the PSM Act, employees who have prior service recognised for personal leave purposes will be credited with any personal leave balance accrued with the previous employer.
- E4.20 For permanent and long-term temporary employees, if the personal leave balance brought over from the previous employer, in accordance with subclause E4.19, is less than 3.6 weeks, the employee will be credited with the difference between 3.6 weeks and the balance brought over.
- E4.21 For short-term temporary employees, if the personal leave balance brought over from the previous employer, in accordance with subclause E4.19, is less than 1.8 weeks, the employee will be credited with the difference between 1.8 weeks and the balance brought over.

#### **Short-term temporary employees**

- E4.22 A short-term temporary employee will be credited with 1.8 weeks of personal leave on commencement. On each day of service thereafter, the employee will receive a credit based on the formula in subclause E4.16.
- E4.23 After 12 months continuous service short-term temporary employees will receive 1.8 weeks of personal leave with pay.
- E4.24 A short-term temporary employee subsequently appointed under the PSM Act within 12 months of commencement will be credited with an additional 1.8 weeks of personal leave.

#### **Transition period for daily accrual implementation**

- E4.25 Current employees will transition from annual accrual to daily accrual of personal leave on the next accrual date for each employee within the transition year (1 January 2024 to 31 December 2024). On this date, and each day of service thereafter, the employee will receive a credit based on the formula in subclause E4.16.
- E4.26 Current employees will be credited with an equivalent of 3.6 weeks of personal leave on their accrual date in the transition year. On this date, and each day of service thereafter, the employee will receive a credit based on the formula in subclause E4.16.

#### **When personal leave credits have been exhausted**

- E4.27 The head of service 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 E4.59.
- E4.28 Despite subclause E4.27, the head of service may allow an employee, when the employee provides documentary evidence that the employee has a personal illness or injury, or needs to provide care or support to a member of the employee's immediate family or household, to anticipate up to a maximum of 1 week paid personal leave where all full pay personal leave credits are exhausted.
- E4.29 Any personal leave debits that an employee has at the time they cease employment with the ACTPS will be treated as a debt in accordance with clause D5. The debt will be recovered from any termination payment owing to the employee, except in the case of death.
- E4.30 Temporary employees may be granted up to an aggregate of 20 days without pay in the first 12 months.
- E4.31 The head of service 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*.

#### **Other provisions**

- E4.32 An employee in receipt of workers compensation for more than 45 weeks will accrue personal leave on the basis of hours actually worked.
- E4.33 Unused personal leave credit will not be paid out on cessation of employment.

#### **Evidence and conditions**

- E4.34 An employee must give notice of the intention to take personal leave. The notice must be provided to their manager or supervisor as soon as practicable (which in the case of personal illness or injury may be a time immediately after the leave has commenced) and must advise the duration, or expected duration, of the leave.
- E4.35 The head of service may grant personal leave if they are satisfied there is sufficient cause, having considered any requested or required documentary evidence.
- E4.36 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.
- E4.37 The head of service must 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:
  - E4.37.1 A certificate from a registered medical practitioner or registered health professional who is operating within their scope of practice.
  - E4.37.2 A statutory declaration made by the employee if it is not reasonably practicable for the employee to give the head of service a certificate.
- E4.38 Unless otherwise approved by the head of service, an employee may only access a maximum of 3 consecutive days of paid personal leave on each occasion up to an accumulated maximum of 7 days in any accrual year, without providing documentary evidence. Absences for personal leave without documentary evidence in excess of 3 consecutive days, or 7 days in any accrual year is without pay.
- E4.39 Up until daily accrual implementation subclause E4.38 will apply. Following daily accrual implementation the maximum days without a certificate will reset on the next accrual/transition date for the employee and apply for the remaining part of the calendar year. From 1 January 2025, unless otherwise approved by the head of service, an employee may only access a maximum of 3 consecutive days of paid personal leave on each occasion up to an accumulated maximum of 7 days without providing documentary evidence. This will continue to reset on 1 January each year. Absences for personal leave without documentary evidence in excess of 3 consecutive days, or 7 days in any calendar year is without pay.
- E4.40 Notwithstanding subclause E4.38 the head of service may, with reasonable cause, request the employee to provide a medical certificate from a registered medical practitioner or registered health professional operating within their scope of practice or a statutory declaration for any absence from duty on personal leave at the time of notification of the absence.
- E4.41 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.



- E4.42 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 E4.41.
- E4.43 The head of service must approve an application for up to 5 days of personal leave for the purpose of bonding leave in accordance with subclause E18.4.
- E4.44 The head of service may refer an employee for a medical examination by a nominated registered medical practitioner or registered health professional, or nominated panel of registered medical practitioners or registered health professionals, at any time for any of the following reasons:
- E4.44.1 The head of service is concerned about the wellbeing of an employee and considers that the health of the employee is affecting, or has a reasonable expectation that it may affect, the employee's ability to adequately perform their duties.
  - E4.44.2 The head of service considers that documentary evidence supplied in support of an absence due to personal illness or injury is inadequate.
  - E4.44.3 The employee has been absent on account of illness for a total of 13 weeks in any 26 week period.
- E4.45 The head of service may require the employee to take personal leave after considering the results of a medical examination requested by the head of service.

#### **Rate of payment**

- E4.46 Personal leave is granted with pay except where it is granted without pay under subclause E4.27, subclause E4.30 or subclause E4.38.
- E4.47 Subject to the approval of the head of service, an employee may request to use personal leave at half pay for absences of at least one week. Such absences will be deducted from the employee's accrued credits at a rate of 50% of the period of absence.
- E4.48 Any personal leave taken must be deducted from the employee's credit.

#### **Effect on other entitlements**

- E4.49 Personal leave with pay counts as service for all purposes.
- E4.50 Personal leave without pay, other than provided for at subclause E4.41, counts as service for all purposes.
- E4.51 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:
- E4.51.1 The employee will be paid as a normal public holiday for that day.
  - E4.51.2 The public holiday will not be deducted from the employee's personal leave credits.
- E4.52 Where the personal leave under subclause E4.51 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.
- E4.53 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 E4.41.

#### **Interaction with other leave types**

- E4.54 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:
- E4.54.1 Annual leave

- E4.54.2 Purchased leave
- E4.54.3 Long service leave
- E4.54.4 Unpaid birth leave
- E4.54.5 Unpaid parental leave
- E4.54.6 Grandparental leave
- E4.54.7 Accrued day off.
- E4.55 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.
- E4.56 Where an employee is subsequently granted the personal leave, the other leave must be re-credited for the period of the personal leave that falls within the period of other leave.
- E4.57 An employee cannot access paid personal leave while on paid birth leave, or primary care giver's leave, or adoption, permanent or long term care leave, but can apply for personal leave during unpaid birth leave or unpaid parental leave.
- E4.58 If the employee has exhausted all paid personal leave, personal leave without pay cannot be substituted for unpaid birth leave.
- E4.59 If an employee exhausts the employee's paid personal leave entitlement and produces documentary evidence, as per subclause E4.37, as evidence of continuing personal illness or injury, or requirement to care or provide support to a member of the employee's immediate family or household, the employee may apply to the head of service for approval to take annual leave or long service leave. If approved, this leave will not break the continuity of the 78 weeks under subclause E4.41.

## **E5 - Personal Leave in Special, Extraordinary or Unforeseen Circumstances**

- E5.1 Employees, other than casual employees, are eligible for personal leave in special, extraordinary or unforeseen circumstances.
- E5.2 Personal leave in special, extraordinary or unforeseen circumstances, is non-cumulative and if granted is deducted from the employee's personal leave balance.
- E5.3 The head of service 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, unforeseen or unexpected circumstances and where it is essential that the employee have leave from the workplace. These 10 days are in addition to the 7 days personal leave without documentary evidence.
- E5.4 While personal leave in special, extraordinary or unforeseen circumstances does not normally require documentary evidence, the head of service may request reasonable evidence before granting the leave.
- E5.5 Personal leave in special, extraordinary or unforeseen circumstances must be granted with pay.

## **E6 - Infectious Disease Circumstances**

- E6.1 Where an employee is prevented from attending for duty under the *Public Health Act 1997*, the head of service may grant that employee personal leave during that period.
- E6.2 The employee may also apply for the absence or a part of it to be deducted from their annual leave credit.

## **E7 - Annual Leave**

### **Purpose**

- E7.1 Annual leave is available to employees to enable them to be absent from duty for the purposes of rest and recreation.

### **Eligibility**

- E7.2 Annual leave is available to employees other than casual employees.

### **Entitlement**

- E7.3 An employee may be granted annual leave up to their available credit from the first day of service.
- E7.4 Annual leave is cumulative.
- E7.5 An employee's annual leave credit accrues on a daily basis according to the following formula:
- Total hours of leave accrued per day = (A x B x D) / C, where:
- E7.5.1 A = number of ordinary hours per week worked.
- E7.5.2 B = one where the day counts as service or zero where the day does not count as service or is an unauthorised absence.
- E7.5.3 C = number of calendar days in the year.
- E7.5.4 D = number of weeks of annual leave an employee is entitled to a year.
- E7.6 For the purpose of subclause E7.5 the basic leave entitlement is one of the following:
- E7.6.1 In the case of 36.75 hour workers, 147 hours annual leave for each full year worked; or
- E7.6.2 In the case of 38 hour workers, 152 hours annual leave for each full year worked.
- E7.7 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.
- E7.8 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.
- E7.9 If an employee moves from one ACTPS directorate to another, annual leave accrued with the first directorate will transfer to the second directorate.
- E7.10 An annual leave credit does not accrue to an employee if the employee is absent from duty on leave for specified defence service, or full-time defence service. If the employee resumes duty after a period of specified defence service, annual leave will accrue from the date the employee resumes duty.
- E7.11 Employees will receive payment on separation from the ACTPS of any unused annual leave entitlement.

### **Evidence and conditions**

- E7.12 Employees are encouraged to use their annual leave in the year that it accrues, and to this end should discuss their leave intentions with their manager or supervisor as soon as practicable.
- E7.13 An employee must make an application to the head of service to access their annual leave entitlement.
- E7.14 Having considered the requirements of this clause the head of service may approve an employee's application to access annual leave.
- E7.15 The head of service should approve an employee's application to take annual leave, subject to operational requirements.

- E7.16 If the head of service does not approve an employee's application for annual leave because of operational requirements, the head of service must consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.
- E7.17 The head of service must, unless there are exceptional operational circumstances, approve an application for annual leave if it would enable an employee to reduce their annual leave credit below 2.5 years worth of accrued annual leave credit. However, in the case of exceptional operational circumstances, the head of service must consult with the employee to determine the time (or times) for the annual leave to be taken that is mutually convenient to both the administrative unit and the employee.
- E7.18 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.
- E7.19 If the operations of the ACTPS, or part of the ACTPS, are suspended at Christmas or another holiday period, the head of service may direct an employee to take annual leave at a time that is convenient to the working of the ACTPS, whether or not an application for leave has been made. However, this does not affect any other entitlements to leave under this Agreement.
- E7.20 If an employee has the equivalent of 2 years' accrued credit of annual leave and unless exceptional operational circumstances exist, the employee and relevant manager or supervisor 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.
- E7.21 If an employee does not agree to a reasonable annual leave usage plan the head of service may direct an employee who has accrued 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.
- E7.22 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:
- E7.22.1 At the commencement of the Agreement.
  - E7.22.2 On joining, or returning to the ACTPS.
  - E7.22.3 On returning to duty from compensation leave.
- E7.23 An employee may not be directed under subclause E7.21 to take annual leave where the employee has made an application for a period of annual leave equal to or greater than the period specified in subclause E7.21 in the past 6 months and the application was not approved. The manager or supervisor and the employee may agree to vary an annual leave usage plan.

#### **Rate of payment**

- E7.24 Annual leave is granted with pay.
- E7.25 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. If an employee is being paid HDA before going on paid leave and would have continued to receive HDA had they not taken leave then the employee is entitled to payment of HDA during the leave.
- E7.26 The head of service may approve an application in accordance with clause B20 for annual leave to be taken at half pay with credits to be deducted on the same basis.

#### **Effect on other entitlements**

- E7.27 Annual leave counts as service for all purposes.

- E7.28 Public holidays for which the employee is entitled to payment that fall during periods of absence on annual leave will be paid as a normal public holiday and must not be deducted from the employee's annual leave balance.

#### **Interaction with other leave entitlements**

- E7.29 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.
- E7.30 Subject to the approval of the head of service, an employee who is on unpaid leave may be granted annual leave during that period, unless otherwise stated in this Agreement.
- E7.31 If an employee is prevented from attending for duty under the *Public Health Act 1997*, the head of service may grant annual leave during that period.

#### **Payment in lieu of annual leave**

- E7.32 On receiving a request in writing from an employee, the head of service may approve payment in lieu of an employee using annual leave credit subject to all the following:
- E7.32.1 The employee must take at least one week of annual leave in conjunction with the payment in lieu of annual leave or the employee has taken at least one week of annual leave in the past 6 months.
- E7.32.2 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.
- E7.33 Payment in lieu of annual leave is 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.

#### **Further details on annual leave**

- E7.34 Further details on annual leave for school based employees are contained in Part 2 clause W2.
- E7.35 Further details on annual leave for office based employees are contained in Part 2 clauses T7 and T8.

### **E8 - Annual Leave Loading**

- E8.1 Details on annual leave loading are contained in Part 2 clause W4.

### **E9 - Purchased Leave**

#### **Purpose**

- E9.1 Purchased leave is available to employees to enable them to be absent from duty to support their work-life balance.

#### **Eligibility**

- E9.2 Employees, other than casual employees, are eligible to apply to purchase leave.
- E9.3 Purchased leave for school based teachers and school leaders is contained in clause V6
- E9.4 Purchased leave for office based teachers is contained in clause V7.

#### **Entitlement**

- E9.5 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 head of service approval.
- E9.6 An employee may apply, at any time, to the head of service for approval to participate in the purchased leave scheme.

- E9.7 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.
- E9.8 Approval by the head of service for an employee to purchase and use purchased leave, is subject to both the operational requirements of the workplace and the personal responsibilities of the employee.
- E9.9 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.
- E9.10 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:
- E9.10.1 The employee can demonstrate in writing that exceptional circumstances exist and the head of service agrees. For example, unforeseen financial hardship.
- E9.10.2 The employee's employment with the ACTPS ceases before the expiration of the agreed acquittal period.
- E9.10.3 The employee proceeds on paid birth or primary care giver leave.
- E9.11 If an employee transfers from one ACTPS directorate to another ACTPS directorate during the agreed acquittal period, the employee's continuation in the purchased leave scheme is subject to the separate approval of the gaining directorate. Where such approval is not given, any money owing to the employee in respect of purchased leave not taken must be refunded to the employee as soon as practicable. Any shortfall in payments must be deducted from monies owing to the employee.

#### **Evidence and conditions**

- E9.12 An employee should discuss with their manager or supervisor, as soon practicable, their intention to be absent on purchased leave.
- E9.13 An employee must make an application to the head of service to access their purchased leave entitlement.
- E9.14 Having considered the requirements of this clause the head of service may approve an employee's application to access purchased leave. A decision not to approve the leave must be made in accordance with subclause E3.1.
- E9.15 Approval by the head of service to grant purchased leave is subject to the operational requirements of the workplace, the personal responsibilities of the employee and appropriate periods of notice.
- E9.16 A minimum of one week of purchased leave, or the pro rata equivalent for part-time employees, must be taken at any one time unless the remaining balance is less than one week or the head of service is satisfied, on evidence presented, there are exceptional circumstances which warrant purchased leave being taken in shorter periods.
- E9.17 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.

#### **Rate of payment**

- E9.18 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.

- E9.19 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.
- E9.20 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.
- E9.21 Despite subclause E9.20 E9.20, if the employee's pay changes during the acquittal period the employee may apply to the head of service for the deduction to be recalculated.
- E9.22 Fortnightly tax deductions are calculated on the employee's gross pay after the deduction has been made for purchased leave.
- E9.23 Subject to subclause E9.24, allowances in the nature of pay may be included in the calculation of purchased leave payments if both the following apply:
- E9.23.1 The head of service and the employee agree any or all of these allowances are appropriate.
  - E9.23.2 There is the likelihood the allowance will continue to be received over the duration of the acquittal period.
- E9.24 Disability allowances, which are paid according to the hours worked, cannot be included for the purposes of calculating purchased leave payments.

#### **Effect on other entitlements**

- E9.25 Leave taken as purchased leave counts as service for all purposes.
- E9.26 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.
- E9.27 Purchased leave does not affect the payment and timing of pay increments or the accrual of other forms of leave.
- E9.28 The purchase of additional leave under this clause does not affect the superannuation obligations of the ACTPS or the employee involved.

#### **Interaction with other leave types**

- E9.29 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.
- E9.30 An employee participating in the scheme who proceeds on paid birth or primary care giver's leave must elect to do one of the following:
- E9.30.1 Exit the purchased leave scheme and have any money owing refunded.
  - E9.30.2 Subject to subclause E9.31, remain in the scheme and have pay deductions continue during the period of paid birth or primary care giver's leave.
- E9.31 Purchased leave taken during an employee's absence on birth or primary care giver's leave does not extend the employee's total period of birth leave or primary care giver's leave.

- E9.32 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.

## **E10 - Public Holidays**

### **Eligibility**

- E10.1 Public holidays are available to employees other than casual employees.

### **Entitlement**

- E10.2 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.
- E10.3 The following days are observed as public holidays under this Agreement:
- E10.3.1 The 1 January (New Year's Day), and, if that day falls on a Saturday or Sunday, the following Monday.
  - E10.3.2 The 26 January (Australia Day), or, if that day falls on a Saturday or Sunday, the following Monday.
  - E10.3.3 The 2nd Monday in March (Canberra Day).
  - E10.3.4 Good Friday.
  - E10.3.5 The Saturday following Good Friday.
  - E10.3.6 Easter Sunday.
  - E10.3.7 The Monday following Good Friday.
  - E10.3.8 The 25 April (Anzac Day), or, if that day falls on a Saturday or Sunday, the following Monday.
  - E10.3.9 The 27 May (Reconciliation Day), or, if that day is not a Monday, the following Monday.
  - E10.3.10 The 2nd Monday in June (the day for the observance of the anniversary of the birthday of the Sovereign).
  - E10.3.11 The 1st Monday in October (Labour Day).
  - E10.3.12 The 25 December (Christmas Day) or one of the following:
    - E10.3.12 (a) If Christmas Day falls on a Saturday, the following Monday.
    - E10.3.12 (b) If Christmas Day falls on a Sunday, the following Tuesday.
  - E10.3.13 The 26 December (Boxing Day) or one of the following:
    - E10.3.13 (a) If Boxing Day falls on a Saturday—the following Monday.
    - E10.3.13 (b) if that day falls on a Sunday—the following Tuesday.
- E10.4 In addition to the public holidays provided for under subclause E10.3, employees are entitled to be absent from duty as if it were a public holiday on all of the following:
- E10.4.1 The next business day after Boxing Day, or one of the following:
    - E10.4.1 (a) If Boxing Day falls on a Saturday, the following Tuesday.
    - E10.4.1 (b) If Boxing Day falls on a Sunday, the following Wednesday.
  - E10.4.2 Any other day, or a part of any other day, that the Minister declares to be a public holiday in the ACT under the *Holidays Act 1958* (the Holidays Act).



E10.4.3 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.

E10.5 Where a day identified in subclause E10.3 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.

E10.6 An employee and the head of service may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.

E10.7 If an arrangement described under clause E10.6 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 head of service, 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**

E10.8 Subject to subclause E10.9 and subclause E10.10, 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.

E10.9 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.

E10.10 An employee will not be paid for a public holiday which occurs during a period of leave without pay.

E10.11 If a public holiday occurs on the day immediately before or immediately after an employee is on a period of leave without pay the employee is entitled to be paid for the public holiday.

#### **Effect on other entitlements**

E10.12 Subject to subclause E10.13, public holidays count as service for all purposes.

E10.13 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.

### **E11 - Christmas Shutdown**

#### **Purpose**

E11.1 Christmas shutdown is provided for operational efficiency and the wellbeing of employees.

#### **Eligibility**

E11.2 Christmas shutdown is available to employees other than casual employees.

#### **Entitlement**

E11.3 Subject to Part 2 subclause W2.5, employees are entitled to two days of paid absence during the Christmas shutdown period, which are the business days between 28 December and 31 December inclusive.

E11.4 Only those employees who are directed or rostered to work during this period may attend for work over the Christmas shutdown period.

E11.5 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

E11.6 subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

- E11.7 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement..
- E11.8 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.
- E11.9 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

#### **Rate of payment**

- E11.10 Christmas shutdown absence is granted with pay.

#### **Effect on other entitlements**

- E11.11 Christmas shutdown absence counts as service for all purposes.

#### **Further details on Christmas shutdown**

- E11.12 Further details on Christmas shutdown for teachers and school leaders are contained in clause W8.

### **E12 - Compassionate Leave**

#### **Purpose**

- E12.1 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:
  - E12.1.1 They have a personal illness or injury that poses a serious threat to the person's life.
  - E12.1.2 They die, including where a child is stillborn.
- E12.2 Compassionate leave is available to enable them to be absent from duty when they experience a miscarriage or when an employee's domestic partner has experienced a miscarriage.

#### **Eligibility**

- E12.3 Compassionate leave is available to all employees.

#### **Entitlement**

- E12.4 An employee may be granted compassionate leave from the first day of service.
- E12.5 Compassionate leave is non-cumulative.
- E12.6 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 head of service may grant an additional paid or unpaid period of compassionate leave for this purpose.
- E12.7 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 head of service may grant an additional paid or unpaid period of compassionate leave for this purpose.

#### **Evidence and conditions**

- E12.8 The employee should discuss with their manager or supervisor, as soon as practicable, their absence or intention to be absent on compassionate leave.
- E12.9 An employee must make an application to the head of service to access compassionate leave.
- E12.10 The head of service may request evidence that would satisfy a reasonable person that an application for compassionate leave is for a purpose specified in subclause E12.1.
- E12.11 Having met the requirements of this clause, the head of service must approve an employee's application to access compassionate leave.

- E12.12 If the employee has not provided the evidence requested under subclause E12.10, a decision not to approve the leave may be taken in accordance with subclause E3.1.

#### **Rate of payment**

- E12.13 Compassionate leave must be granted with pay, except for casual employees and except where it is granted without pay under subclause E12.6 or subclause E12.7.
- E12.14 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**

- E12.15 Compassionate leave with pay counts as service for all purposes.
- E12.16 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**

- E12.17 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.

### **E13 - Community Service Leave**

#### **Purpose**

- E13.1 Community service leave is available to employees to allow them to be absent from the workplace to engage in the following 3 distinct types of community service activities:
- E13.1.1 Jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory.
  - E13.1.2 A voluntary emergency management activity.
  - E13.1.3 Other recognised voluntary community service activities.

#### **Jury Service**

#### **Eligibility**

- E13.2 Community service leave for jury service is available to all employees.

#### **Evidence and conditions**

- E13.3 Although the granting of community service leave for jury service is deemed to be approved, an employee must do both the following:
- E13.3.1 Submit a leave application for the period of the absence.
  - E13.3.2 Provide sufficient documentary evidence of the reason for the absence.
- E13.4 The employee should discuss with their manager or supervisor their intention to be absent on community service leave for jury service.

#### **Rate of payment**

- E13.5 Community service leave for jury service must be granted with pay to employees other than casual employees.
- E13.6 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**

- E13.7 Community service leave for jury service counts as service for all purposes.

- E13.8 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**

- E13.9 An employee who is a member of a relevant voluntary emergency management service, including any of the following, is eligible for community service leave:
- E13.9.1 A state or territory emergency service.
  - E13.9.2 A fire-fighting service.
  - E13.9.3 A search and rescue unit.
  - E13.9.4 Another volunteer service that performs similar functions.
- E13.10 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**

- E13.11 Eligible employees are entitled to be absent on unpaid leave to engage in a voluntary emergency management activities, subject to operational requirements in the workplace.
- E13.12 Eligible employees, other than casual employees, are eligible for up to 4 days paid community service leave for voluntary emergency management per emergency.
- E13.13 Community service leave for voluntary emergency management is non-cumulative.

#### **Evidence and conditions**

- E13.14 An employee should discuss their intention to be absent on paid or unpaid community service leave for voluntary emergency management with their manager or supervisor as soon as practicable, which may be at a time after the absence has started. The employee must advise the manager or supervisor of the period, or expected period, of the absence.
- E13.15 An employee must make an application to the head of service to access their community service leave entitlement for voluntary emergency management.
- E13.16 The employee must, if requested by the head of service, provide sufficient documentary evidence of the reason for the absence.
- E13.17 The head of service may grant paid community service leave for voluntary emergency management to enable the employee to fulfil an obligation in the event of a civil emergency.
- E13.18 Having considered the requirements of this clause the head of service may approve an employee's application to access paid community service leave for voluntary emergency management. A decision not to approve the leave must be taken in accordance with subclause E3.1.

#### **Rate of payment**

- E13.19 Where paid leave is granted for community service leave for voluntary emergency management, it is paid at the employee's ordinary hourly rate of pay.

#### **Effect on other entitlements**

- E13.20 A period of approved community service leave for voluntary emergency management counts as service for all purposes.
- E13.21 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid community service leave for voluntary emergency management must be paid as a normal public

holiday and will not be considered to be community service leave for voluntary emergency management.

#### **Additional leave**

- E13.22 Additional paid leave may be approved by the head of service for any voluntary emergency management duties required to be performed by an employee who is a member of a state or territory emergency service.

#### **Voluntary Community Service**

##### **Eligibility**

- E13.23 Community service leave for voluntary community service is available to all employees.

##### **Entitlement**

- E13.24 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.
- E13.25 Community service leave for voluntary community service is non-cumulative.
- E13.26 An employee may be granted unpaid community service leave to engage in a recognised voluntary community service activity, subject to operational requirements in the workplace.

##### **Evidence and conditions**

- E13.27 An employee should discuss their intention to be absent on community service leave for voluntary community service, as soon as practicable, with their manager or supervisor.
- E13.28 An employee must make an application to the head of service to access their community service leave for voluntary community service entitlement.
- E13.29 The head of service may request sufficient documentary evidence of the reason for the absence.
- E13.30 In considering an application from an employee for paid leave to engage in a voluntary community service activity, the head of service must consider all of the following:
- E13.30.1 Whether the activity is a recognised voluntary activity and benefits the local community.
  - E13.30.2 Whether the community organisation or project is an acceptable organisation or project as defined in whole-of-government policy or the employee's directorate guidelines.
  - E13.30.3 Whether there is a risk the activity would place the employee in a real or perceived conflict of interest.
- E13.31 Leave for a voluntary community service activity must not be approved for activities that do any of the following:
- E13.31.1 Involve any payment in cash or kind for the duties performed by the employee.
  - E13.31.2 Replace work ordinarily undertaken by a paid worker.
  - E13.31.3 Are undertaken solely for direct personal benefit of the employee.
  - E13.31.4 Place the employee in a conflict-of-interest situation.
  - E13.31.5 Primarily focus on promoting particular religious or political views.
  - E13.31.6 Involve work which does not have a local community focus.
- E13.32 Having considered the requirements of this clause the head of service may approve an employee's application to access paid or unpaid community service leave for voluntary community service.
- E13.33 A decision not to approve the leave must be made in accordance with subclause E3.1.

### **Rate of payment**

- E13.34 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**

- E13.35 Community service leave for voluntary community service counts as service for all purposes up to a maximum of 23 days in any 12 month period.
- E13.36 Where the head of service has approved a request for unpaid community service leave for voluntary community service exceeding 20 days in a 12 month period, the leave in excess of 20 days does not count as service.
- E13.37 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid community service leave for voluntary community service must be paid as a normal public holiday and will not be considered to be community service leave for voluntary community service.

### **Interaction with other leave entitlements**

- E13.38 Leave granted under this provision may be taken in combination with approved annual or long service leave.

## **E14 - Birth Leave**

### **Purpose**

- E14.1 Birth leave is available to pregnant employees to enable them to be absent from duty to do any of the following:
- E14.1.1 Support their own wellbeing and to care for and bond with a newborn child.
  - E14.1.2 Support the protection of the family and children under the *Human Rights Act 2004*.
  - E14.1.3 Support the employee's right to continuity of service.

### **Eligibility**

- E14.2 An employee who is pregnant is eligible to be absent on birth leave.
- E14.3 An employee is eligible for birth leave where any of the following applies:
- E14.3.1 The employee gives birth to a newborn child;
  - E14.3.2 the employee's pregnancy ends at or within 20 weeks of the estimated date of delivery of the child, including where a child is stillborn.
- E14.4 Where an employee's pregnancy ends by miscarriage, any birth leave which has been prospectively approved must be cancelled. In this circumstance, the employee may become eligible for compassionate leave in accordance with clause E12 - and special birth leave in accordance with clause E15 -.

### **Eligibility – paid birth leave**

- E14.5 An employee (other than a casual employee) who is eligible for birth leave and who has completed 12 months of continuous service, including recognised prior service, immediately prior to commencing a period of birth leave, is eligible for paid birth leave.
- E14.6 An employee (other than a casual employee) who is eligible for birth leave and who completes 12 months of continuous service within the first 24 weeks of birth leave is eligible for paid birth leave for the period between completing 12 months of service and the end of the first 24 weeks of birth leave.

- E14.7 An employee who is eligible for paid birth leave and who is on approved leave without pay is eligible for paid birth leave for the period between completing the approved period of leave without pay and the end of the first 24 weeks of birth leave.

#### **Entitlement**

- E14.8 An eligible employee is entitled to be absent for up to 52 weeks birth leave for each pregnancy. To avoid doubt, the entitlement under this clause does not increase in cases of multiple births.
- E14.9 Subject to subclause E14.4, an employee who is eligible for paid birth leave is entitled to be paid for the first 24 weeks of birth leave and this entitlement is in addition to the federal paid parental leave scheme.
- E14.10 Birth leave is non-cumulative.
- E14.11 Subject to subclause E14.13 and subclause E14.14, an employee who is eligible for birth leave must absent themselves from duty for a period commencing 6 weeks prior to the estimated date of delivery of the child and ending 6 weeks after the actual date of birth of the child.
- E14.12 An eligible employee's period of birth leave commences 6 weeks prior to the estimated date of delivery unless one of the following applies:
- E14.12.1 The employee is approved a later commencement date under subclause E14.13. Birth leave will commence on the date recommended by the medical practitioner.
  - E14.12.2 The child is born more than 6 weeks before the estimated date of delivery. Birth leave will commence on the day the child is born.
  - E14.12.3 The pregnancy ends at or within 20 weeks of the estimated date of delivery of the child, including where a child is stillborn. Birth leave will commence on the day the pregnancy ends.
- E14.13 An employee who produces medical evidence from a registered medical practitioner or a registered midwife that they are fit for duty until a date less than 6 weeks prior to the estimated date of delivery of the child may continue to work up until a date recommended by the medical practitioner, subject to the approval of the head of service.
- E14.14 An employee who has given birth to a child and produces medical evidence from a registered medical practitioner that they are fit for duty from a date less than 6 weeks after the date of birth of the child may resume duty on a date recommended by the medical practitioner, subject to the approval of the head of service.
- E14.15 An employee 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 birth leave subject to the approval of the head of service.
- E14.16 An employee is entitled to return to work in accordance with the provisions in the NES.

#### **Evidence and conditions**

- E14.17 An employee must give notice to their manager or supervisor as soon as practicable of their intention to be absent on birth leave.
- E14.18 Birth leave is deemed to be approved; however an employee must submit an application to the head of service for any period of birth leave. Having considered the requirements of this clause the head of service must approve an employee's application to access birth leave.
- E14.19 Prior to commencing birth leave an employee must provide the head of service with evidence of the pregnancy and the estimated date of delivery from a registered medical practitioner or registered health professional who is operating within their scope of practice.
- E14.20 If requested by the head of service, an employee must provide the head of service with evidence of the birth and the date of the birth of the child as soon as possible after the birth of the child.

Such evidence may include a copy of the birth certificate or documents provided by a registered medical practitioner or registered health professional who is operating within their scope of practice.

#### **Rate of payment**

- E14.21 The rate of payment to be paid to the employee during a paid period of birth leave is the same rate as would be paid if the employee was granted paid personal leave.
- E14.22 Despite subclause E14.21, where an employee varies their ordinary hours of work, either from part-time to full-time, from part-time to different part-time, or from full-time to part-time, during the 12- month period directly preceding birth leave, the rate of payment for the paid component of their birth leave, which is capped at full-time rates, is calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the 12-month period immediately before the period of birth leave commences.
- E14.23 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause E14.22.
- E14.24 Paid birth leave may be taken with full or half pay, or a combination of full and half pay, with credits to be deducted on the same basis. The maximum paid period is up to 48 weeks at half pay.
- E14.25 The head of service may approve, subject to a medical certificate from a registered medical practitioner, an employee taking paid birth leave in a non-continuous manner, on the condition no other form of paid leave is approved before the employee has used all of their paid birth leave entitlement.
- E14.26 A period of paid birth leave does not extend the maximum 52 week period of birth leave available to an eligible employee.
- E14.27 An employee's period of absence on birth leave between the paid period of birth leave and the maximum 52 week period of birth leave must be without pay, unless other paid leave entitlements are accessed.

#### **Effect on other entitlements**

- E14.28 Birth leave with pay counts as service for all purposes.
- E14.29 Any period of unpaid birth 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 counts as service for all purposes.
- E14.30 Subject to subclause E14.29 any period of unpaid birth leave taken by an employee does not count as service for any purpose, but does not break continuity of service.
- E14.31 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on birth leave will not be paid as a normal public holiday.

#### **Interaction with other leave entitlements**

- E14.32 An application by an employee for long service leave or annual leave during a period that would otherwise be an unpaid period of birth leave must be granted to the extent of available entitlements.
- E14.33 Subject to subclause E4.55, an application by an employee for personal leave during a period that would otherwise be an unpaid period of birth 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 to the extent of available entitlements.



### **Keep in touch arrangements (birth leave)**

- E14.34 At any time after 6 weeks from the child's date of birth, an employee may, following an invitation from the head of service, 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.).
- E14.35 The employee will be paid at their ordinary hourly rate of pay for the hours they attend the workplace in accordance with subclause E14.34 during unpaid birth leave. 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 birth leave.
- E14.36 For the purpose of subclause E14.34, a medical certificate is not required.

## **E15 - Special Birth Leave**

### **Purpose**

- E15.1 Special birth leave is available to employees where any of the following apply:
- E15.1.1 The employee is not fit for work due to a pregnancy-related illness.
- E15.1.2 The pregnancy of the employee ends between 28 weeks and 20 weeks of the estimated date of delivery, other than by the birth of a living child.

Note: If a pregnancy ends within 20 of the estimated date of delivery of the child the employee may be entitled to paid or unpaid birth leave as per subclause E14.3.

### **Eligibility**

- E15.2 Special birth leave is available to all employees and eligible casual employees.

### **Entitlement**

- E15.3 An employee is entitled to a period of unpaid special birth leave for the duration certified by a registered medical practitioner or registered health professional operating within their scope of practice as necessary.

### **Evidence and conditions**

- E15.4 The employee must provide the head of service with notice that they are taking special birth leave. The notice must be given as soon as practicable (which may be after the leave has started); and should include the period, or expected period, of the leave.
- E15.5 An employee must submit an application to the head of service for any period of special birth leave. Having considered the requirements of this clause the head of service must approve an employee's application to access special birth leave.
- E15.6 An employee who has given notice that special birth leave will be (or is being) taken must provide reasonable evidence of the purpose for taking leave. This evidence may include a medical certificate from a registered medical practitioner or a registered health professional operating within their scope of practice.

### **Rate of payment**

- E15.7 Special birth leave is granted without pay.

### **Effect on other entitlements**

- E15.8 Special birth leave does not count as service for any purpose.
- E15.9 Special birth leave does not break continuity of service.
- E15.10 Special birth leave accessed due to pregnancy-related illness is not deducted from the entitlement for unpaid birth leave accessed after the birth of the child.

### Interaction with other leave types

- E15.11 Special birth leave is in addition to any accrued personal leave entitlement.
- E15.12 Special birth leave is in addition to compassionate leave.

## E16 - Primary Care Giver Leave

### Purpose

- E16.1 Primary care giver leave is available to employees to enable them to be absent from duty to do both of the following:
  - E16.1.1 Care for and bond with a newborn child.
  - E16.1.2 Support the protection of the family and children under the *Human Rights Act 2004*.

### Eligibility

- E16.2 Primary care giver leave is available to employees (other than casual employees) who are the primary care giver of a newborn child.
- E16.3 An employee is eligible for primary care giver leave if they have completed at least 12 months continuous service, that may include recognised prior service, immediately prior to commencing a period of primary care giver leave.
- E16.4 An employee who is eligible for paid birth leave, foster and short-term care leave, or adoption, permanent or long term care leave is not eligible for primary care giver leave.
- E16.5 An employee who completes the 12 months of continuous service within 18 weeks of becoming the primary care giver for a child is eligible for primary care giver leave from the date they are eligible for the leave to the end of the first 18 weeks of becoming the primary care giver of the child.

### Entitlement

- E16.6 An eligible employee is entitled to 18 weeks of paid primary care giver leave in relation to a birth and this entitlement is in addition to the federal paid parental leave scheme. To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or care and protection orders that apply to more than one child.
- E16.7 Primary care giver leave is non-cumulative.
- E16.8 An employee is entitled to return to work in accordance with the provisions in the NES.

### Evidence and conditions

- E16.9 An employee should discuss with their manager or supervisor, as soon practicable, their intention to be absent on primary care giver leave.
- E16.10 An employee must make an application to the head of service to access their primary care giver leave.
- E16.11 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which the primary care giver leave application is made, which may include any of the following:
  - E16.11.1 A certificate from a registered medical practitioner or registered health professional operating within their scope of practice relating to the estimated date of delivery of a child.
  - E16.11.2 A birth certificate.
- E16.12 In all cases details of leave being taken by other persons who may be considered a primary care giver in relation to the same child (or children in the case of multiple births) must be provided.

- E16.13 Before granting primary care giver leave, the head of service must be satisfied that the employee demonstrates that they are the primary care giver.
- E16.14 For the purposes of this clause a newborn is considered to be a baby of up to 26 weeks old. In extenuating circumstances, the head of service may approve primary care giver leave when a newborn is more than 26 weeks old.
- E16.15 For the purposes of clause E16.14, the primary care giver is entitled to access up to 18 weeks primary care givers leave where the leave has commenced before the baby was 26 weeks old, subject to subclause E16.16.
- E16.16 Having considered the requirements of this clause the head of service may approve an employee's application to access primary care giver leave.
- E16.17 The 18 weeks available as paid primary care giver leave includes any paid bonding leave (including the personal leave component of the bonding leave entitlement) previously taken by that employee in relation to the birth. For clarity, the total combined entitlement of paid bonding leave (including the personal leave component of the bonding leave entitlement) and paid primary care givers leave available is 18 weeks in relation to the birth.
- E16.18 Primary care giver leave may be taken in any combination with birth leave provided that the person who has given birth and entitled to birth leave, and the other employee eligible for primary care giver leave do not take these forms of paid leave concurrently.
- E16.19 Subclause E16.17 does not apply where the person giving birth is an ACTPS employee entitled to surrogacy leave in accordance with clause E27 -.

#### **Rate of payment**

- E16.20 Primary care giver leave is granted with pay.
- E16.21 The rate of payment to be paid to the employee during a paid period of primary care giver leave is the same rate as would be paid if the employee was granted personal leave.
- E16.22 Despite subclause E16.21, where an employee varies their ordinary hours of work, either from part-time to full-time, from part-time to different part-time, or from full-time to part-time, during the 12-month period directly preceding primary care giver leave, the rate of payment for the paid component of their primary care giver leave, which is capped at full-time rates, is calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the 12-month period immediately before the period of primary care giver leave commences.
- E16.23 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause E16.22.
- E16.24 Primary care giver leave may be granted with full or half pay, or a combination of full and half pay, with credits to be deducted on the same basis. The maximum paid period is up to 36 weeks at half pay.
- E16.25 The head of service may approve an employee taking primary care giver leave in a non-continuous manner, provided a period of annual leave or long service leave in between the periods of primary caregiver leave will not be approved until the employee has used all of the employee's paid primary care giver leave entitlement within 72 weeks of the birth of the child.

#### **Effect on other entitlements**

- E16.26 Primary care giver leave counts as service for all purposes.
- E16.27 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on primary caregiver leave will not be paid as a public holiday.

### **Interaction with other leave types**

- E16.28 Primary care giver leave does not extend the maximum period of unpaid parental leave available to an employee. To avoid doubt, primary care giver leave is not extended by public holidays which fall during periods of primary care giver leave.

### **Keep in touch arrangements (primary care giver leave)**

- E16.29 An employee on primary care giver leave may, following an invitation from the head of service 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.).
- E16.30 The employee will be paid at their ordinary hourly rate of pay for the hours they attend work in accordance with subclause E16.29 during paid primary care giver leave. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to primary care giver leave.

## **E17 - Parental Leave**

### **Purpose**

- E17.1 Parental leave without pay is in addition to the provisions available in birth leave, primary care giver leave and adoption, permanent or long term care leave and is available to employees to enable them to be absent from duty following the birth or adoption of a child or the commencement of a permanent caring arrangement for a child. This clause must be read in conjunction with clause V4.

### **Eligibility**

- E17.2 Parental leave is available to an employee or an eligible casual employee who is the primary care giver of a child following the birth or adoption of a child or the commencement of a permanent caring arrangement for a child.

### **Entitlement**

- E17.3 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 birth leave, primary care giver leave or adoption, permanent or long term care leave which the employee has taken in relation to the same child.
- E17.4 To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or permanent caring arrangements that apply to more than one child at any one time.
- E17.5 At the end of this time the employee is entitled to return to work in accordance with the provisions in the National Employment Standards.
- E17.6 An employee may apply for up to 52 additional weeks of parental leave for up to 2 further occasions of birth. The leave must be granted if all the following apply:
- E17.6.1 The parental leave is taken within 3 years following the child's birth, adoption or commencement of a permanent or long term caring arrangement.
  - E17.6.2 That the employee agrees, where necessary, to become unattached.
  - E17.6.3 The parental leave is taken in periods of one week or more.

### **Evidence and conditions**

- E17.7 An employee should discuss with their manager or supervisor, as soon as practicable, their intention to be absent on parental leave.
- E17.8 An employee must make an application to the head of service to access their unpaid parental leave entitlement.

- E17.9 The head of service must approve an employee's application to access parental leave if satisfied the employee has met the requirements under this clause.
- E17.10 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which the unpaid parental leave application is made, which may include any of the following:
  - E17.10.1 A birth certificate.
  - E17.10.2 Documents from an adoption authority concerning the adoption of a child.
  - E17.10.3 Documents relating to a permanent caring arrangement.
- E17.11 The head of service must not grant parental leave if the employee's domestic partner is on parental leave and is an employee of the ACTPS.

#### **Rate of payment**

- E17.12 Parental leave is granted without pay.

#### **Effect on other entitlements**

- E17.13 Parental leave does not count as service for any purpose.
- E17.14 Parental leave does not break continuity of service.
- E17.15 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on parental leave will not be paid as a normal public holiday.

#### **Interaction with other leave types**

- E17.16 An employee on parental leave may access annual and long service leave on full or half pay to the extent of available entitlements.
- E17.17 An application by an employee for personal leave during a period that would otherwise be a period of parental leave must be granted subject to the employee providing a certificate from a registered medical practitioner or registered health professional operating within their scope of practice, in accordance with subclause E4.55.

#### **Keep in touch arrangements (parental leave)**

- E17.18 An employee may, following an invitation from the head of service, agree to attend the workplace on up to 10 separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.), less any keep in touch time approved during birth or primary caregiver leave as per subclause E14.34 or subclause E16.29.
- E17.19 The employee will be paid at their ordinary hourly rate of pay for the hours that they attend the workplace in accordance with subclause E17.18. Keep in touch attendance counts as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to parental leave.

### **E18 - Bonding Leave**

#### **Purpose**

- E18.1 Bonding leave is available to employees to enable them to be absent from duty to do the following:
  - E18.1.1 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.
  - E18.1.2 Support the protection of the family and children under the *Human Rights Act 2004*.

## **Eligibility**

- E18.2 Bonding leave is available to employees (other than casual employees) at the time of the child's birth, adoption or the commencement of a permanent or long term caring arrangement when the employee is not the primary care giver to the child.
- E18.3 An employee who is eligible for paid birth leave, adoption, permanent or long term care leave or primary care giver leave is not entitled to bonding leave. If bonding leave has been taken by the employee, and the employee later becomes entitled to primary care giver leave, paid bonding leave and paid personal leave taken in accordance with this clause will reduce available primary care giver leave.

## **Entitlement**

- E18.4 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 bonding purposes as per subclause E4.43.
- E18.5 In accordance with the NES, an eligible employee is entitled to be absent up to a maximum of 8 weeks of concurrent unpaid bonding leave in the first 12 months following the birth or adoption or commencement of a permanent or long term caring arrangement for a child, subject to a minimum period of 2 weeks at a time unless a shorter period is agreed by the head of service.
- E18.6 The entitlement under subclause E18.5 is reduced by the extent of the entitlement accessed by an employee under subclause E18.4.
- E18.7 To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or permanent caring arrangements that apply to more than one child at the one time.
- E18.8 Bonding leave is non-cumulative.
- E18.9 Paid bonding leave 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 head of service agrees to a longer period.
- E18.10 The 1 week of personal leave accessed as per subclause E4.43 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.
- E18.11 Where an employee's domestic partner is also an ACTPS employee this leave may be taken concurrently with the domestic partner receiving birth leave, adoption, permanent or long term care leave or primary care giver leave.

## **Evidence and conditions**

- E18.12 An employee should discuss with their manager or supervisor, as soon as practicable, their intention to be absent on bonding leave.
- E18.13 Bonding leave must be approved subject only to the head of service being satisfied that the eligibility requirements have been met; however, an employee must submit an application to the head of service for any period of bonding leave.
- E18.14 The employee must provide the head of service with appropriate evidence concerning the circumstances under which the bonding leave application is made, which may include any of the following:
- E18.14.1 A medical certificate relating to the estimated date of delivery of a child.
  - E18.14.2 A birth certificate.
  - E18.14.3 Documents from an adoption authority concerning the proposed adoption of a child.

E18.14.4 Documents relating to a permanent caring arrangement until the child reaches 18 years old.

E18.15 Unless the head of service determines that exceptional circumstances apply, bonding leave must not be approved to care for any of the following:

E18.15.1 A baby over 14 weeks old (not applicable in cases of adoption, permanent or long term caring arrangements).

E18.15.2 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**

E18.16 Bonding leave is granted with or without pay.

E18.17 The rate of payment to be paid to the employee during a period of paid bonding leave is the same rate as would be paid if the employee was granted personal leave.

E18.18 Bonding leave may be granted with full or half pay, or a combination of full and half pay, with credits to be deducted on the same basis. The maximum paid period is up to 10 weeks at half pay.

#### **Effect on other entitlements**

E18.19 Paid bonding leave counts as service for all purposes and unpaid bonding leave does not count as service for any purposes, but does not break continuity of service.

E18.20 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid bonding leave must be paid as a normal public holiday and will not extend the maximum period of bonding leave.

### **E19 - Grandparental Leave**

#### **Purpose**

E19.1 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**

E19.2 Grandparental leave is available to employees other than casual employees and employees on probation.

E19.3 To be eligible for grandparental leave, the baby or child whom the employee is providing care for must be one of the following:

E19.3.1 Their grandchild.

E19.3.2 Their step-grandchild.

E19.3.3 Their adopted grandchild.

E19.3.4 A child for whom the employee's child has parental or caring responsibility authorised under a law of a State or Territory.

#### **Entitlement**

E19.4 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.

E19.5 Grandparental leave is available up until the fifth birthday of the grandchild for whom the employee is the primary care giver.

E19.6 Grandparental leave is non-cumulative.

E19.7 The length of a period of absence on grandparental leave must be agreed between the eligible employee and the head of service.

Example 1: A day or part-day on an occasional basis.

Example 2: A regular period of leave each week, fortnight or month.

Example 3: A larger block of leave such as 6 or 12 months.

- E19.8 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 E19.10.

#### **Evidence and conditions**

- E19.9 An employee should discuss with their manager or supervisor, as soon as practicable, their intention to be absent on grandparental leave.
- E19.10 An employee must make an application to the head of service to access their grandparental leave entitlement, and must include details of the period, or expected period, of the absence.
- E19.11 Having considered the requirements of this clause the head of service may approve an employee's application to access grandparental leave. A decision not to approve the leave must be taken in accordance with subclause E3.1.
- E19.12 The head of service should not approve an application for grandparental leave where an employee has an annual leave balance in excess of 8 weeks.
- E19.13 An application for grandparental leave must include one of the following types of evidence:
- E19.13.1 A statutory declaration or a medical certificate confirming the birth or the estimated date of delivery of the grandchild.
  - E19.13.2 The grandchild's adoption certificate or a statutory declaration confirming the adoption of the grandchild.
  - E19.13.3 A letter or a statutory declaration confirming that there is an authorised care situation.
- E19.14 If both grandparents are employees of the ACTPS either grandparent may be granted leave but the leave may not be taken concurrently.

#### **Rate of payment**

- E19.15 Grandparental leave is granted without pay.

#### **Effect on other entitlements**

- E19.16 Employees cannot engage in outside employment during a period of grandparental leave without the prior approval of the head of service.
- E19.17 Grandparental leave counts as service for all purposes except the accrual of annual leave and personal leave.
- E19.18 Grandparental leave does not break continuity of service.
- E19.19 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**

- E19.20 An employee on grandparental leave may access annual leave, purchased leave or long service leave.
- E19.21 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.

#### **Unattachment**

- E19.22 During an employee's absence on grandparental leave, the head of service may, with the employee's written consent, declare the employee unattached.



## **E20 - Adoption, Permanent or Long Term Care Leave**

### **Purpose**

- E20.1 Adoption, permanent or long term care leave is available to employees to enable them to be absent from duty to do the following:
- E20.1.1 Care for and bond with an adopted child or a child for whom the employee has a permanent caring responsibility, including kinship arrangements, where the child is under 18 years old.
  - E20.1.2 Support the protection of the family and children under the *Human Rights Act 2004* and the *Children and Young People Act 2008*.

### **Eligibility**

- E20.2 Paid adoption, permanent or long term care leave is available to an employee (other than a casual employee) who is the primary care giver of one of the following:
- E20.2.1 An adopted child.
  - E20.2.2 A child for whom the employee has a permanent caring responsibility, where the child is under 18 years old.
- E20.3 An employee providing foster care under a Concurrency Care Foster Care Program described in clause E22 must be treated as having a permanent caring responsibility, and be eligible for adoption, permanent or long term care leave subject to the terms of this clause.
- E20.4 An employee is not eligible for any further grant of adoption, permanent or long term care leave for a child if both the following apply to the employee in relation to that child:
- E20.4.1 The employee is granted adoption, permanent or long term care leave in respect of the child being cared for under a Concurrency Care Foster Care Program.
  - E20.4.2 The employee subsequently enters into an adoption, permanent or long term care arrangement for that child.
- E20.5 An employee who has completed at least 12 months continuous service, including recognised prior service, immediately prior to commencing a period of adoption, permanent or long term care leave is eligible for adoption, permanent or long term care leave.
- E20.6 An employee who is eligible for paid primary care giver leave is not eligible for adoption, permanent or long term care leave.
- E20.7 An employee who completes 12 months of continuous service within 18 weeks of becoming the primary care giver for an adopted child or a child for whom the employee has a permanent caring responsibility is eligible for adoption, permanent or long term care leave for the period between completing 12 months of qualifying service and the end of the first 18 weeks of becoming the primary care giver of the child.

### **Entitlement**

- E20.8 An eligible employee is entitled to 18 weeks of paid leave in relation to each occasion of adoption or commencement of a permanent or long term caring responsibility, less any leave taken in accordance with clause E21 - in the same 12 month period in relation to the same child.
- E20.9 A casual employee is entitled to unpaid pre-adoption leave in accordance with the provisions of the NES.
- E20.10 To avoid doubt, the entitlement under subclause E20.8 does not increase when the adoption, permanent or long term caring responsibility involves more than one child at the time of application.
- E20.11 Adoption, permanent or long term care leave is non-cumulative.
- E20.12 An employee is entitled to return to work in accordance with the provisions in the NES.

## **Evidence and conditions**

- E20.13 An employee should discuss with their manager or supervisor, as soon practicable, their intention to be absent on adoption, permanent or long term care leave.
- E20.14 An employee must make an application to the head of service to access their adoption, permanent or long term care leave.
- E20.15 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which the adoption, permanent or long term care leave application is made, which may include any of the following:
- E20.15.1 Documents from an adoption authority concerning the adoption.
  - E20.15.2 An authorisation as a kinship carer made under the *Children and Young Peoples Act 2008*.
  - E20.15.3 Documents confirming that an arrangement consistent with the terms set out in clause E22 applies.
- E20.16 In all cases details of leave being taken by other persons in relation to the same child must be provided.
- E20.17 Leave under this clause must not be approved for employees in circumstances where the child has lived continuously with the employee for a period of 6 months or more at the date of placement or in cases where the child is a child of the employee or employee's spouse or partner.
- E20.18 Before granting leave the head of service must be satisfied that the employee is the primary care giver.
- E20.19 Adoption, permanent or long term care leave may commence up to one week prior to the date the employee assumes permanent caring responsibility for the child but not later than the formal commencement of the adoption or permanent or long term caring responsibility, unless exceptional circumstances apply.
- E20.20 In all cases, the child must be under 18 years old on the date the employee assumes permanent responsibility for the child for leave to be approved.

## **Rate of payment**

- E20.21 Adoption, permanent or long term care leave is granted with pay, except for unpaid pre-adoption leave for casual employees.
- E20.22 The rate of payment to be paid to the employee during a paid period of adoption, permanent or long term care leave is the same rate as would be paid if the employee was granted personal leave.
- E20.23 Despite subclause E20.22 where an employee varies their ordinary hours of work, either from part-time to full-time, from part-time to different part-time, or from full-time to part-time, during the 12 month period directly preceding adoption, permanent or long term caring leave, the rate of payment for the paid component of their adoption, permanent or long term care leave, which is capped at full-time rates, is calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the 12-month period immediately before the period of adoption, permanent or long term care leave commences.
- E20.24 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause E20.23.
- E20.25 The head of service may approve an employee taking adoption, permanent or long term care leave in a non-continuous manner, provided a period of annual leave or long service leave in between the periods of adoption, permanent or long term care leave will not be approved until the employee has

used all of the employee's paid adoption, permanent or long term care leave entitlement within 52 weeks of the commencement of the adoption, permanent or long term caring responsibility

- E20.26 Leave may be granted with full or half pay, or a combination of full and half pay, with credits to be deducted on the same basis. The maximum paid period is up to 36 weeks at half pay.

#### **Effect on other entitlements**

- E20.27 Paid adoption, permanent or long term care leave counts as service for all purposes.
- E20.28 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on adoption, permanent or long term care leave will not be paid as a normal public holiday.

#### **Interaction with other leave types**

- E20.29 Adoption, permanent or long term care leave does not extend the maximum period of unpaid parental leave available to an employee.

### **E21 - Foster and Short-term Care Leave**

#### **Purpose**

- E21.1 Foster and short-term care leave is available to employees to enable them to be absent from duty to do the following:
- E21.1.1 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.
  - E21.1.2 Support the protection of the family and children under the *Human Rights Act 2004* and the *Children and Young People Act 2008*.

#### **Eligibility**

- E21.2 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.
- E21.3 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.

#### **Entitlement**

- E21.4 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 or shifts per calendar year.
- E21.5 Where the duration of the existing arrangement is subsequently altered, for example, a change from an emergency placement to a short-term placement, the employee may, subject to further application and approval, have their leave extended up to a maximum period of 10 working days or shifts.
- E21.6 An eligible employee is entitled to paid leave as per subclause E21.4 to undertake accreditation towards an enduring parental authority to care for the child to whom the current short-term caring arrangement applies.
- E21.7 The entitlement under subclause E21.4 does not increase when the short-term caring arrangement involves more than one child at the time of application.
- E21.8 Foster and short-term care leave is non-cumulative.

- E21.9 Where an employee exhausts their paid leave entitlement under this clause the employee may seek approval for further unpaid leave.

#### **Evidence and conditions**

- E21.10 An employee should discuss with their manager or supervisor, as soon practicable, their intention to be absent on foster and short-term care leave.
- E21.11 An employee must make an application, as soon as practicable, to the head of service to access their foster and short-term care leave.
- E21.12 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which each foster and short-term care leave application is made, which may include any of the following:
- E21.12.1 Documents *relating* to current and previous court orders granting responsibility for a foster child.
- E21.12.2 Documents from a registered health professional or registered medical practitioner.
- E21.13 Having considered the requirements of this clause the head of service 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 E3.1.

#### **Rate of payment**

- E21.14 Foster and short-term care leave is granted with pay or without pay.
- E21.15 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.
- E21.16 The approved leave period may be taken at full pay in a single block or as single or part days.

#### **Effect on other entitlements**

- E21.17 Paid foster and short-term care leave counts as service for all purposes and unpaid foster and short-term care leave does not count as service for any purposes but does not break continuity of service.
- E21.18 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 normal public holiday and will not be considered to be foster and short-term care leave.

#### **Interaction with other leave types**

- E21.19 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.

### **E22 - Concurrency Care Entitlement to Adoption of Permanent Care Leave**

- E22.1 For the purpose of subclause E22.2, a community organisation is an organisation involved with out of home care and adoption of children and young people such as the following:
- E22.1.1 A member of the ACT Together consortium.
- E22.1.2 Marymead.
- E22.1.3 A similar organisation based outside the ACT.
- E22.2 For the purposes of subclause E22.3, a Concurrency Care Foster Care Program involves a community organisation placing a child with foster carers while restoration to the birth family is explored. If restoration is not achieved, the foster carers have an opportunity to care for the child permanently. The primary care giver in such an arrangement is required by the community organisation to take a minimum of 12 month leave to stabilise the placement of the child.

- E22.3 Notwithstanding clause E21 -, an employee who provides foster care under a Concurrency Care Foster Care Program, in accordance with arrangements approved by the Community Services Directorate, is entitled to apply for adoption, permanent or long term care leave under clause E20 -, as if they had a permanent caring responsibility. Such employees are not entitled to leave under clause E21 -.

### **E23 - Family, Domestic or Sexual Violence Leave**

#### **Purpose**

- E23.1 Leave under this clause is available to employees to enable them to deal with the impact caused by family, domestic or sexual violence. The ACTPS 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**

- E23.2 Family, domestic or sexual violence leave is available to all employees:
- E23.2.1 Experiencing family, domestic or sexual violence; or
  - E23.2.2 supporting an immediate family member experiencing family, domestic or sexual violence.

#### **Entitlement**

- E23.3 An employee experiencing family, domestic or sexual violence has access up to a maximum of 20 days or shifts per calendar year of paid leave. Family, domestic or sexual violence leave is non-cumulative.
- E23.4 Family domestic and sexual violence leave is in addition to other leave entitlements and is not to be used as a substitute for personal leave. However, where supporting evidence is not immediately available the head or service must, grant paid leave under clause E5 - of this Agreement (Personal Leave in Special, Extraordinary or Unforeseen Circumstances), subject to available credit. If the employee subsequently produces supporting evidence, the personal leave will be re-credited and the leave taken will be converted to family, domestic or sexual violence leave.
- E23.5 Family, domestic or sexual violence leave is to be used for, but not limited to, the following actions required as a consequence of family, domestic or sexual violence occurring:
- E23.5.1 Attendance at appropriate medical appointments for referral to other appropriate counselling or support services.
  - E23.5.2 Obtaining legal advice.
  - E23.5.3 Attending counselling appointments.
  - E23.5.4 Seeking assistance from other relevant support services.
  - E23.5.5 Attending court proceedings.
  - E23.5.6 Attending prosecution appointments.
  - E23.5.7 Attending police appointments.
  - E23.5.8 Attending to Protection Order matters and Domestic Violence Order matters however termed.
  - E23.5.9 Attending to issues arising through urgent property damage.
  - E23.5.10 Seeking veterinary assistance for pets injured.
  - E23.5.11 Accessing alternative accommodation.
  - E23.5.12 Accessing alternative childcare or schooling for children.

- E23.5.13 Any other reason relating to recovering from the effects of experiencing family, domestic or sexual violence where personal leave is not applicable.

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

- E23.6 Family, domestic or sexual violence leave may be taken as consecutive or single days, or as part days.
- E23.7 For confidentiality and privacy reasons family, domestic or sexual violence leave will be attributed as coming under “where leave cannot be granted under any other provision” which is included and identified within “Other Leave Types” in Annex D of this Agreement.

#### **Evidence and conditions**

- E23.8 Employees wishing to access family, domestic or sexual violence leave should discuss making an application with their manager or supervisor or an appropriate HR Manager as soon as reasonably practical.
- E23.9 As a general rule, a leave application should be submitted by an employee for approval by the head of service before the commencement of the leave. However, retrospective applications may be approved provided that appropriate evidence is provided as soon as reasonably practicable upon the employee’s return to the workplace.
- E23.10 Evidence of the occurrence of family, domestic or sexual violence is required to access leave for family, domestic or sexual violence purposes.
- E23.11 Evidence may include any of the following:
- E23.11.1 A document issued by the Police or a court.
  - E23.11.2 A written referral, issued by a registered medical practitioner or registered nurse, to a counsellor trained in providing support in family, domestic or sexual violence situations.
  - E23.11.3 A document issued by a counsellor who is trained in providing support to people experiencing the effects of family, domestic or sexual violence.
  - E23.11.4 Written confirmation from an Employee Assistance Program provider or from a family, domestic or sexual violence support service that the employee is experiencing family, domestic or sexual violence issues.
- E23.12 Managers are to keep all information concerning the leave application strictly confidential. This includes, after sighting any supporting documentation, returning that documentation to the employee.
- E23.13 Having considered the requirements of this clause the head of service 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 E3.1.

#### **Rate of payment**

- E23.14 Family, domestic or sexual violence leave is granted with pay.
- E23.15 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, worked out as if the employee had not taken the period of leave.
- E23.16 For a casual employee, the rate of payment for family, domestic or sexual violence leave is the employee’s full rate of pay, worked out as if the employee had worked the hours in the period for which the employee was rostered or expected to be rostered.
- E23.17 Family, domestic or sexual violence leave may be granted at half pay where there are extenuating circumstances.

### **Effect on other entitlements**

- E23.18 Leave with pay for family, domestic or sexual violence purposes counts as service for all purposes.

### **Interaction with other leave types**

- E23.19 Where family, domestic or sexual violence leave credits have been exhausted the head of service may grant an employee leave without pay or other forms of paid leave, such as annual leave or long service leave.
- E23.20 Employees should utilise personal leave for an illness or injury, or to seek treatment for an illness or injury, caused by family, domestic or sexual violence.
- E23.21 Leave entitlements under clause E5 - 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.

### **Employee Assistance**

- E23.22 Reasonable adjustments must be facilitated to ensure the employee's individual safety in the workplace including different work locations, removal or change of phone listing, changes to their work email address and other practicable workplace adjustments.

## **E24 - Recovery Leave Arrangements for Employees above Senior Officer Grade A and Equivalent**

- E24.1 The ACTPS has a responsibility to minimise the extent to which excessive hours are worked by employees engaged above Senior Officer Grade A (or equivalent). As far as practicable, directorates and business units must develop strategies to try to reduce the incidence of excessive hours being worked by this group of employees.
- E24.2 Clause E24 applies to all employees engaged in the following classifications:
- E24.2.1 Office Based School Leader As only.
- E24.3 The working arrangements, including working hours, must be agreed between the employee and the manager or supervisor. In considering these working arrangements, the employee and the manager or supervisor must take into account both of the following:
- E24.3.1 The operational requirements and workload demands of the ACTPS and the relevant business unit.
- E24.3.2 The interests of the employee in achieving a reasonable work-life balance.
- E24.4 Employees may be required to work extensive hours over a significant period because of the nature of their duties and responsibilities.
- E24.5 In recognition of extensive hours performed, recovery leave arrangements set out in subclause E24.6 apply. These arrangements do not apply to any of the following:
- E24.5.1 Casual employees.
- E24.5.2 Employees who work shift work.
- E24.5.3 Employees who have been, or will be, performing the duties of a position of a classification listed in E24.2 for a continuous period of less than 4 months.
- E24.6 An eligible employee will be provided with a credit of 5 days non-cumulative recovery leave on 1 April each year subject to all the following conditions:
- E24.6.1 Where possible the leave must be taken after a period of extensive hours performed or immediately before a period of anticipated extensive hours to be worked.
- E24.6.2 The leave is to be taken within 12 months of the credit being granted, at a time agreed between the employee and the manager or supervisor.

- E24.6.3 Those days not taken by the employee within 12 months of the credit being provided will lapse.
- E24.6.4 The credit is provided on the basis that the employee maintains appropriate attendance records and submits an application for leave on an approved form.
- E24.6.5 The leave taken at any given time must be in whole days up to a maximum of 2 consecutive working days.
- E24.7 Employees who become eligible for recovery leave part way through the 12 month period commencing on 1 April will be provided with a pro rata credit rounded up to the nearest whole day.
- E24.8 Recovery leave is not a substitute for flex time and an employee is not entitled to any or all of the credited 5 days recovery leave unless the employee can demonstrate that extensive hours have been worked.
- E24.9 Having considered the requirements of this clause the head of service may approve an employee's application to access recovery leave. A decision not to approve the leave must be taken in accordance with subclause E3.1.
- E24.10 If an employee's application for leave under this clause is not approved due to operational reasons, the employee and their manager or supervisor must determine a mutually convenient alternative time, or times, for the employee to take the leave. Where agreement cannot be reached, the employee must be allowed to take the leave subject to reasonable notice being given.
- E24.11 Employees must not receive payment on separation from the ACTPS of any unused recovery leave entitlement.

## E25 - Long Service Leave

### Definitions

- E25.1 The following definitions apply to long service leave:
  - E25.1.1 **Current rate of salary** means the salary an employee received on the relevant day.
  - E25.1.2 **Eligible employment** means:
    - E25.1.2 (a) continuous employment by the ACTPS; and
    - E25.1.2 (b) continuous recognised prior employment; and
    - E25.1.2 (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, or equivalent legislation as in force at the relevant time, or national service; and
  - E25.1.3 Eligible employment excludes:
    - E25.1.3 (a) employment remunerated by fees, allowances or commission, honorarium or equivalent; and
    - E25.1.3 (b) appointment or engagement for the sole purpose of overseas employment; and
    - E25.1.3 (c) unauthorised absence.
  - E25.1.4 Prescribed **average number of hours** in respect of part-time employment is the greater of:
    - E25.1.4 (a) the employee's average number of hours of employment per week:



- E25.1.4 (b) during the 12 months of eligible part-time employment ending on the relevant day set out above; or
- E25.1.4 (c) during the periods aggregating 12 months the employee was last employed on part-time hours before the relevant day set out above; or
- E25.1.4 (d) if the employee has less than 12 months of eligible part-time employment, during the period or periods when the employee has been employed on part-time hours; or
- E25.1.4 (e) the employee's average number of hours of employment per week during the entire period of their eligible employment.
- E25.1.5 **Relevant day** means:
  - E25.1.5 (a) In relation to an employee who has been granted long service leave, the day immediately before the date that leave commences; and
  - E25.1.5 (b) in relation to an employee who receives a payment in lieu of long service leave:
    - E25.1.5 (b) (i) the day immediately before the date they cease to be an employee; or
    - E25.1.5 (b) (ii) the nominated date to cash out accrued long service leave credit.
- E25.1.6 **Relevant rate per hour** means the rate per hour that salary would be payable to the employee on the relevant day.

## Purpose

- E25.2 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.

Note: Historically and in other jurisdictions long service leave may have been, or be, known by other names, including long leave, furlough or extended leave.

## Eligibility

- E25.3 Long service leave is available to all employees including casual employees.
- E25.4 This clause does not apply to a person who is:
  - E25.4.1 seconded to the ACTPS from the Commonwealth, State or Territory government; or
  - E25.4.2 appointed or engaged for the sole purpose of employment outside Australia (overseas employment).
- E25.5 The eligibility requirements and entitlements for long service leave under the PSM Standards apply, subject to the provisions of this clause.
- E25.6 Chief Minister Treasury and Economic Development (CMTEDD) must consult with the unions and seek union agreement in relation to changes to long service leave entitlements provided under the PSM Standards.

## Entitlement

- E25.7 Long service leave is measured in months.
- E25.8 Employees accrue long service leave at the rate of 3 months for each ten years of completed eligible employment, or an equivalent aggregate period of employment for casual employees.
- E25.9 For employees who take long service leave and return to duty following completion of their long service leave, or for employees who take payment in lieu of long service leave, their long service

leave credit is calculated based on their aggregate completed years of eligible employment (e.g. the period 1 February 2009 to 31 July 2021 equates to 12 years for long service leave calculation).

- E25.10 For employees who will cease employment with the ACTPS following completion of their long service leave, or payment in lieu of long service leave, their long service leave credit is calculated based on their aggregate completed years and months of eligible employment (e.g. the period 1 February 2009 to 31 July 2021 equates to 12 years and 6 months for long service leave calculation).
- E25.11 Long service leave is cumulative and there is no limit on the long service leave balance an employee may accrue.
- E25.12 Employees accrue separate full-time and part-time long service leave credits according to the employee's ordinary hours of work and the following formula:

Full-time credit formula	Part-time credit formula
Full time credit = $(3a/10 - b)$	Part-time credit = $(3c/10 - d)$
<p>where:</p> <p>a = the aggregate number of years of eligible full-time employment</p> <p>b = the aggregate number of months of long service leave previously paid to the employee in relation to the employee's full-time employment at any time during their eligible employment.</p>	<p>where:</p> <p>c = the aggregate number of years of eligible part-time employment</p> <p>d = the aggregate number of months of long service leave previously paid to the employee in relation to the employee's part-time employment at any time during their eligible employment.</p>

- E25.13 For calculating an employee's long service leave credit:
- E25.13.1 For permanent and temporary employees, a period of leave without pay of one day or more that does not count as service does 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.
- E25.13.2 Where an employee has a break in employment, or a break between other eligible employment and ACTPS employment, of longer than 12 months the prior employment will not be counted as employment that accrues long service leave.
- E25.13.3 On commencement, if during a period of eligible employment an employee received a payment in lieu of long service leave, or an equivalent type of leave, in the ACTPS or another jurisdiction, the employee is taken to have been granted a period of long service leave equal to the period of long service leave that payment was made for.

#### Evidence and conditions

- E25.14 An employee should discuss with the head of service as soon as practicable their intention to be absent on long service leave.
- E25.15 An employee or their legal representative must make an application to the head of service to access their long service leave entitlement.
- E25.16 Having considered the requirements of this section the head of service may approve an employee's application to access long service leave, or payment in lieu of long service leave, to the extent of that employee's pro-rata long service leave credits after an aggregated seven years of completed eligible employment.

Note: After seven years eligible employment the employee will have accrued 2.1 months of long service leave credit (i.e.  $3 \times 7/10$ ).

- E25.17 The minimum period of long service leave an employee may request is one day.
- E25.18 If the head of service does not approve an application by an employee for long service leave because of operational requirements the head of service must consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.

### *Payment in Lieu*

- E25.19 To encourage the flexible use of long service leave, an employee may, in writing, request the approval of the head of service for payment in lieu (cash out) of long service leave.
- E25.20 The minimum period an employee may request a payment in lieu of long service leave is seven days.
- E25.21 The head of service may approve the partial or full payment in lieu of an employee's accrued long service leave credit on a relevant day, nominated by the employee in their application. The payment in lieu of long service leave will be based on the rate of pay the employee would have received had the employee taken the leave from the relevant day.
- E25.22 Employees will receive payment on separation of any pro-rata long service leave entitlements after an aggregated 7 years of completed eligible employment, at their full rate of pay as if they had taken their entire long service leave credit on the day their employment ends.
- E25.23 Where an employee whose period of eligible employment is less than seven years but not less than one year ceases to be an employee:
- E25.23.1 otherwise than because of the employee's death, on, or after, the employee attaining the minimum retiring age; or
- E25.23.2 because of the employee's redundancy; or
- E25.23.3 satisfies the head of service that the employee so ceasing is due to ill health of such a nature as to justify the employee so ceasing
- the head of service will authorise payment to the employee under this subclause of an amount equal to the salary the employee would have received had they taken long service leave on the day their employment ends.
- E25.24 If an employee whose period of employment is not less than one year dies, the head of service may authorise payment of an amount equal to the amount that would have been payable to the employee 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.
- E25.25 A payment or pro rata payment in lieu of long service leave is paid:
- E25.25.1 if the officer was employed in the same capacities on the relevant day and the day immediately before the relevant day—at the officer's full rate of pay on the relevant day; or
- E25.25.2 if the officer is employed in different capacities on the relevant day and on the day immediately before the relevant day—at the officer's full rate of pay on the day immediately before the relevant day.

### **Rate of Payment**

- E25.26 Long service leave will be paid at:

Employment	Rate of Payment
Where an employee's accrued long service leave includes eligible full-time employment the payment in relation to full-time long service leave credit will be calculated. <sup>1</sup>	At the employee's current rate of salary or relevant rate per week on the relevant day.
Where an employee's accrued long service leave includes eligible part-time employment with no change in ordinary hours the payment in relation to part-time long service leave credit will be	At the employee's current rate of salary or relevant rate per week on the relevant day.

<sup>1</sup> PSMS 266(5)(a), (7)(a)

calculated. <sup>2</sup>	
Where an employee's accrued long service leave includes periods of part-time employment of varying weekly hours the payment in relation to any part-time long service leave credit will be calculated.	<p>At the employee's relevant rate per hour for that part of the long service leave multiplied by the prescribed average number of hours. (PSMS 266(6) – Category A)</p> <p>At the lower of: (PSMS 266(7) – Category B)</p> <p>(a) the employee's current rate of salary per week in relation to that part of leave; or</p> <p>(b) calculated as follows – <math>(a \times b)/c</math></p> <p>where:</p> <p>a = the employee's current rate of salary per week in relation to that part of the leave</p> <p>b = the prescribed average number of hours of the employee's employment</p> <p>c = the employee's number of hours of employment per week the employee worked on the relevant day</p>

- E25.27 For periods of seven consecutive days or more, long service leave may be taken on double, full or half pay when approved by the head of service and subject to operational requirements, with credits to be deducted on the same basis.
- E25.28 Employees may be granted long service leave in blocks of less than seven days with the approval of the head of service. Each day taken will be deducted at the rate of 1.4 and this can be taken on double, full or half pay.
- E25.29 Despite subclause E25.28, where an employee requests 6 consecutive days of long service, 7 days will be deducted from the employee's long service leave balance.
- E25.30 If the employee is on higher duties at the time of taking, or cashing out, long service leave, payment for the leave at the higher duties rate will only be approved if the higher duties would have continued for the entire period of the leave taken, or the entire period of the leave cashed out.
- E25.31 Payment in lieu of long service leave if an employee's employment with the ACTPS ceases will include an amount in respect of a higher duties allowance, if:
- E25.31.1 the officer has performed the duties of an office with a higher classification than their substantive office for a continuous period of 12 months or ending on the relevant day; or
- E25.31.2 immediately before the person ceased to be an officer, the officer had performed the duties of two or more offices with a higher classification than their substantive office for periods that were continuous with one another aggregating 12 months or more.
- E25.32 Payment in lieu of long service leave which includes an amount in respect of higher duties allowance is paid at the lowest rate at which higher duties allowance was paid to the officer during that period of higher duties.

<sup>2</sup> PSMS 266(5)(b)

- E25.33 Salary for long service leave includes allowances payable to the employee during long service leave in accordance with Annex C:
- E25.33.1 for the supply and maintenance by the employee of tools and equipment ordinarily required by them to perform the duties of their work.
- E25.34 Salary for long service leave does not include:
- E25.34.1 shift penalty payments; or
- E25.34.2 overtime payments; or
- E25.34.3 payments in the nature of an on-call or restriction allowance.

### Effect on other entitlements

- E25.35 Long service leave counts as service for all purposes.
- E25.36 When applying for long service leave an employee must seek approval of the head of service if they propose to engage in outside employment during the leave.

### Access to Other Entitlements

- E25.37 Public holidays, Christmas Shutdown, weekends and other relevant days an employee is entitled to be absent from duty under clause E10 - that fall during periods of absence on long service leave are deducted from the employee's long service leave balance.
- E25.38 An employee who is ill or injured or cares for a member of the employee's immediate family or household who is ill or injured, for one day or more while on long service leave and who produces a certificate from a registered health professional who is operating within their scope of practice may apply for personal leave.
- E25.39 If personal leave is granted to the employee, long service leave will be re-credited for the period of personal leave granted.
- E25.40 An employee may apply for and be granted long service leave during a period they would be eligible to be granted:
- E25.40.1 unpaid birth leave (captured at E14.32); or
- E25.40.2 unpaid parental leave (captured at E17.16); or
- E25.40.3 grandparental leave (captured at E19.20); or
- E25.40.4 unpaid community service leave for voluntary community service (captured at E13.38); or
- E25.40.5 unpaid personal leave (captured at E4.59); or
- E25.40.6 Family, domestic or sexual violence leave (captured at E23.19).
- E25.41 An employee who is prevented from attending for duty under the [Public Health Act 1997](#), part 6 may be granted long service leave during that period.

## E26 - Disability Leave

### Purpose

- E26.1 Disability leave is available to employees to enable them to be absent from duty for the purposes of activities associated with an employee's diagnosed permanent or ongoing physical or psychological disability.

- E26.2 Disability leave supports the Territory's commitment to being an equitable employer and to support employees with disability to balance their work commitments with appointments or activities associated with their disability.

#### **Eligibility**

- E26.3 Disability leave is available to employees, other than casual employees, who have a disability. For the purposes of this clause, disability is defined as a permanent or ongoing physical or psychological disability attributable to one or more intellectual, cognitive, neurological, sensory or physical impairments or to one or more impairments attributable to a psychiatric condition.

#### **Entitlement**

- E26.4 Employees eligible for disability leave will be entitled up to a maximum of 5 days/shifts of disability leave per calendar year, subject to the provision of appropriate evidence. Disability leave is non-cumulative.
- E26.5 An employee may be granted disability leave from the first day of service.
- E26.6 The use of disability leave is restricted to activities associated with an employee's disability, and is not to be used as a substitute for personal leave entitlements available under clause E4 -.
- E26.7 Disability leave is to be used for activities or appointments associated with the employee's disability, including, but not limited to any of the following:
- E26.7.1 To attend appointments with medical practitioners.
  - E26.7.2 To attend treatment, rehabilitation, therapy or counselling.
  - E26.7.3 To attend tests or assessments.
  - E26.7.4 To receive delivery of, fitting, repairing, maintaining and undergoing training in use of orthoses, prostheses, adaptive equipment, or other aids.
  - E26.7.5 To obtain wheelchair or other equipment maintenance or replacement.
- E26.8 Disability leave may be taken as consecutive or single days, or as part days.

#### **Evidence and conditions**

- E26.9 Employees wishing to access disability leave should discuss their intention to take leave with their manager or supervisor as soon as practical.
- E26.10 An employee must make an application to the head of service to access disability leave accompanied by supporting documentary evidence.
- E26.11 Documentary evidence may include any of the following:
- E26.11.1 A medical certificate from a registered medical practitioner or registered health professional operating within their scope of practice.
  - E26.11.2 A written referral, issued by a registered medical practitioner.
  - E26.11.3 A statutory declaration.
  - E26.11.4 Other reasonable forms of documentation.
- E26.12 Having considered the requirements of this clause the head of service may approve an employee's application to access disability leave, subject to operational requirements in the workplace.
- E26.13 If the head of service does not approve an employee's application for disability leave because of operational requirements, the head of service must consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.

## **Employee Support**

- E26.14 An employee may initiate a request to seek support through a flexible work arrangement and reasonable adjustments through an individual plan.
- E26.15 Following a request made under E26.14, the manager and employee will jointly prepare and agree to the individual plan.

## **Rate of payment**

- E26.16 Disability leave must be granted with pay
- E26.17 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**

- E26.18 Employees who are unable to attend work due to illness related to their disability may utilise personal leave.
- E26.19 Disability leave will count as service for all purposes.
- E26.20 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**

- E26.21 Where an employee has exhausted their disability leave entitlement, they may apply to the head of service for approval to take personal leave, or other forms of paid leave such as annual leave or long service leave.

## **E27 - Surrogacy Leave**

### **Purpose**

- E27.1 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:
- E27.1.1 Support their own wellbeing.
- E27.1.2 Support the employee's right to continuity of service.

### **Eligibility**

- E27.2 An employee who is pregnant as part of a valid Australian surrogacy agreement is eligible to be absent on surrogacy leave.
- E27.3 An employee who is eligible for surrogacy leave is not entitled to birth leave under clause E14 -.
- E27.4 An employee is eligible for surrogacy leave where one of the following applies:
- E27.4.1 The employee gives birth to a newborn child as part of a valid surrogacy agreement.
- E27.4.2 The employee's pregnancy as part of a valid surrogacy agreement ends at within 20 weeks of the estimated date of delivery other than by the birth of a living child (including stillbirth).
- E27.5 Where an employee's pregnancy ends more than 20 weeks before the estimated date of delivery of the child any surrogacy leave which has been prospectively approved must be cancelled. In this circumstance the employee may become eligible for compassionate leave in accordance with clause E12 - and/or special birth leave in accordance with clause E15 -.

### **Eligibility – paid surrogacy leave**

- E27.6 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.
- E27.7 An employee, other than a casual employee, who is eligible for surrogacy leave and who completes 12 months of continuous service within the first 12 weeks of surrogacy leave is eligible for paid surrogacy leave for the period between completing 12 months of service and the end of the first 12 weeks of surrogacy leave.
- E27.8 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**

- E27.9 Subject to subclause E27.6, an employee who is eligible for paid surrogacy leave is entitled to 12 weeks of paid leave in relation to each birth.
- E27.10 To avoid doubt, the entitlement under this clause does not increase in cases of multiple births.
- E27.11 Surrogacy leave is non-cumulative.
- E27.12 Subject to subclauses E27.13 and E27.14, a surrogate who is eligible for surrogacy leave must absent themselves from duty for a period commencing 6 weeks prior to the estimated date of delivery of the child and ending 6 weeks after the actual date of birth of the child.
- E27.13 A surrogate who produces medical evidence from a registered medical practitioner stating they are fit for duty until a date less than 6 weeks prior to the estimated date of delivery of the child may continue to work up until a date recommended by the medical practitioner, subject to the approval of the head of service.
- E27.14 A surrogate who has given birth to a child and produces medical evidence from a registered medical practitioner stating they are fit for duty from a date less than 6 weeks after the date of birth of the child may resume duty on a date recommended by the medical practitioner, subject to the approval of the head of service.
- E27.15 A surrogate who has given birth to a child may resume duty following the end of the 6 week period after the birth of the child, and earlier than the end of the approved period of surrogacy leave subject to the approval of the head of service.
- E27.16 An employee who has given birth to a child is entitled to return to work in accordance with the provisions in the National Employment Standards of the FW Act.

### **Evidence and conditions**

- E27.17 An employee must give notice to their manager or supervisor as soon as practicable of their intention to be absent on surrogacy leave.
- E27.18 Surrogacy leave is deemed to be approved, however, an employee must submit an application to the head of service for any period of surrogacy leave.
- E27.19 Having considered the requirements of this clause the head of service must approve an employee's application to access surrogacy leave.
- E27.20 Prior to commencing surrogacy leave an employee will provide the head of service with documentary evidence of both the following:
- E27.20.1 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.
- E27.20.2 Evidence of the valid surrogacy arrangement.



- E27.21 If requested by the head of service, an employee must provide the head of service with documentary evidence of the birth and the date of the birth of the child as soon as possible after the birth of the child. Such documentary evidence may include a copy of the birth certificate or documents provided by a registered medical practitioner or registered health professional who is operating within their scope of practice.

#### **Rate of payment**

- E27.22 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.
- E27.23 Despite E27.22, 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 parttime, 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.
- E27.24 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause E27.23.

#### **Effect on other entitlements**

- E27.25 Surrogacy leave with pay will count as service for all purposes.
- E27.26 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.
- E27.27 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**

- E27.28 An employee who is eligible for surrogacy leave is not entitled to birth leave under clause E14 -.

### **E28 - Gender Affirmation Leave**

#### **Purpose**

- E28.1 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**

- E28.2 Gender affirmation leave is available to employees, other than casual employees, who are affirming their gender.

#### **Entitlement**

- E28.3 Gender affirmation leave is available to an employee during the course of their employment to undertake necessary gender affirmation steps and procedures.
- E28.4 An employee undergoing gender affirmation is entitled, subject to the provision of appropriate evidence, to both the following:
- E28.4.1 Up to 4 weeks (20 days) paid leave, or up to 8 weeks (40 days) at half pay.
- E28.4.2 Up to 48 weeks unpaid leave.
- E28.5 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:
- E28.5.1 To attend appropriate medical or psychological appointments.

- E28.5.2 To attend counselling appointments.
- E28.5.3 To obtain legal advice or attend documentation amendment appointments.
- E28.5.4 To obtain hormonal treatments.
- E28.5.5 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.

- E28.6 Leave for gender affirmation purposes may be taken as consecutive or single days, or as part days.

#### **Evidence and conditions**

- E28.7 Employees wishing to access gender affirmation leave should discuss their intention to take leave with their manager or supervisor, or an appropriate HR Manager, as soon as practical.
- E28.8 An employee must make an application to the head of service 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.
- E28.9 Evidence may include any of the following:
  - E28.9.1 A medical certificate from a registered medical practitioner or registered professional operating within their scope of practice.
  - E28.9.2 A written referral, issued by a registered medical practitioner, to a counsellor.
  - E28.9.3 A document issued by a counsellor.
  - E28.9.4 A legal or other document issued by a state, territory, or federal government organisation.
  - E28.9.5 A statutory declaration.
- E28.10 Having considered the requirements of this clause the head of service may approve an employee's application to access gender affirmation leave.

#### **Rate of payment**

- E28.11 Gender affirmation leave will be granted with pay for the first 4 weeks, or 8 weeks at half pay.
- E28.12 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.
- E28.13 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**

- E28.14 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.
- E28.15 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**

- E28.16 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.
- E28.17 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.

## **E29 - Assisted Reproductive Leave**

### **Purpose**

- E29.1 Assisted reproductive leave is available to employees, other than casual employees, to enable them to be absent from duty to undergo assisted reproductive treatments and attend medical appointments in relation to assisted reproductive treatments.

### **Eligibility**

- E29.2 Paid assisted reproductive leave is available to an employee, other than a casual employee, who is to undergo assisted reproductive treatments.
- E29.3 An employee who has completed at least 12 months continuous service, including recognised prior service, immediately prior to commencing assisted reproductive treatments is eligible for assisted reproductive leave.
- E29.4 Assisted reproductive leave is not available to the partner of the person undergoing assisted reproductive treatments unless they are also undergoing assisted reproductive treatment.
- E29.5 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**

- E29.6 The employee is entitled to up to five days paid assisted reproductive leave per calendar year.
- E29.7 Leave is non-cumulative and may be taken as single or consecutive days.
- E29.8 Despite clause E2, assisted reproductive leave may be taken as part-days to facilitate the attendance of related medical appointments.

### **Evidence and Conditions**

- E29.9 An employee should discuss with their manager or supervisor, as soon as practicable, their intention to be absent on assisted reproductive leave.
- E29.10 An employee must make an application to the head of service to access their assisted reproductive leave.
- E29.11 The head of service may request documentary evidence supporting the employees request to access assisted reproductive leave. Documentary evidence may include a medical certificate from a registered medical practitioner or registered health professional operating within their scope of practice confirming reproductive leave treatments and associated appointments.
- E29.12 Having considered the requirements of this clause, the head of service may approve an employee's application to access assisted reproductive leave.

### **Rate of Payment**

- E29.13 Assisted reproductive leave is granted with pay, and 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**

- E29.14 Assisted reproductive leave will count as service for all purposes.
- E29.15 Public holidays for which the employee is entitled to payment that fall during periods of absence on assisted reproductive 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**

- E29.16 Paid assisted reproductive leave must not be taken concurrently with any other forms of leave.
- E29.17 Employees who are unfit to attend work due to illness related to their assisted reproductive treatments must apply for personal leave and are not eligible for assisted reproductive leave.
- E29.18 Despite clause E29.17, where an employee has exhausted their personal leave credits, the head of service may consider approving an application for assisted reproductive leave where the employee is unfit to attend work due to illness related to their assisted reproductive treatments.

## **E30 - Other Leave**

### **Purpose**

- E30.1 Other leave is available to employees to enable them to be absent from duty for a variety of purposes as set out in Annex D.
- E30.2 Other leave may be granted in the interests of any of the following:
- E30.2.1 The ACTPS, a State, a Territory or the Commonwealth.
  - E30.2.2 The community in general.
  - E30.2.3 The employee.

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

### **Eligibility**

- E30.3 An employee who meets the eligibility requirements specified in Annex D is eligible to apply for that form of other leave.

### **Entitlement**

- E30.4 An employee may be granted other leave to the maximum period set out in Annex D.

### **Evidence and conditions**

- E30.5 An employee should discuss with their manager or supervisor, as soon as practicable, their intention to be absent on a form of other leave, including the reasons for the absence and the period, or expected period, of the absence.
- E30.6 An employee must make an application to the head of service to access a form of other leave.
- E30.7 Having considered the requirements of this clause the head of service may approve an employee's application to access a form of other leave. A decision not to approve the leave must be made in accordance with subclause E3.1.
- E30.8 The employee must, if requested by the head of service, provide sufficient documentary evidence supporting the reason for the absence.
- E30.9 When considering requests for other leave, the head of service must take into account all of the following:
- E30.9.1 The employee's circumstances.
  - E30.9.2 Community norms and obligations.
  - E30.9.3 The operational requirements of the workplace.
  - E30.9.4 Other available leave options.
  - E30.9.5 Any conditions on the entitlement as defined in Annex D.

**Rate of payment**

E30.10 Other leave may be granted with or without pay in accordance with Annex D.

**Effect on other entitlements**

E30.11 A period of other leave will, or will not, count as service in accordance with Annex D.

E30.12 Public holidays for which the employee is entitled to payment that fall during periods of absence on other paid leave must be paid as a normal public holiday and will not reduce an entitlement of the employee to other leave under Annex D.

**Interaction with other leave types**

E30.13 Leave must not be granted under this provision if another form of leave is more appropriate.

**Unattachment**

E30.14 Where the leave is without pay for a period of more than 12 months the head of service may, with the employee's written consent, declare the employee unattached.

**Leave entitlements provided for elsewhere**

E30.15 In addition to the leave entitlements available within section F, leave entitlements are provided throughout this Agreement and the PSM Standards, including:

Annex D – Other Leave	<ol style="list-style-type: none"><li>1. Attend Aboriginal or Torres Strait Islander Ceremonies</li><li>2. Attend Aboriginal and Torres Strait Islander meetings</li><li>3. Attend NAIDOC week activities</li><li>4. Religious purposes</li><li>5. Defence Reserve</li><li>6. Operational Service Personal Leave</li><li>7. Returned soldiers for medical purposes</li><li>8. Accompany a domestic partner on a posting</li><li>9. Engage in employment in the interests of defence or public safety</li><li>10. Attend as a witness</li><li>11. Attend proceedings at the Fair Work Commission</li><li>12. Donate an organ</li><li>13. Donate Blood</li><li>14. Hold a full-time office in a staff organisation</li><li>15. Local government purposes</li><li>16. Campaign for election</li><li>17. Attend sporting events as an accredited competitor or official</li><li>18. Cope with a disaster</li><li>19. Engage in employment associated with compensation</li><li>20. Engage in employment in the interests of the ACTPS</li><li>21. Take leave where leave cannot be granted under any other provision</li></ol>
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F5	Attendance at Industrial Relations Courses and Seminars
L11	Leave and Expenses to Seek Employment
Public Sector Management Standards	Study assistance

## Section F Communication and Consultation

### F1 - Consultation

- F1.1 There must be effective consultation with an employee(s) and their representatives, including union representatives, on workplace matters. The ACTPS recognises that consultation and employee participation in decisions that affect them is essential to the successful management of change.
- F1.2 If there are proposals by the ACTPS to introduce changes that would have a significant effect on an employee or a group of employees, the head of service must 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.
- F1.2.1 Significant effect includes, but is not limited to, effects of proposals that deal with any of the following:
- F1.2.2 (a) The termination of the employment of employees through redundancy.
  - F1.2.2 (b) Changes to the composition, operation or size of the directorate workforce or the skills required of employees.
  - F1.2.2 (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure).
  - F1.2.2 (d) The alteration of hours of work.
  - F1.2.2 (e) The need to retrain employees.
  - F1.2.2 (f) The need to physically relocate employees.
  - F1.2.2 (g) The restructuring of job-roles, positions, structures or directorates.
  - F1.2.2 (h) Changes to employment policies.
  - F1.2.2 (i) Anything likely to materially affect workloads.
  - F1.2.2 (j) Any other matter deemed relevant by parties covered by this Agreement.
- F1.3 An employee(s) or their representative(s) may also initiate consultation on any matters or proposals if such consultation hasn't already been initiated under subclause F1.2.
- F1.4 The head of service must 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.
- F1.5 In addition to the consultation outlined in subclause F1.1 to subclause F1.3 all the following apply:
- F1.5.1 Directorate Consultative Committees (DCCs) must be established, with membership to be agreed by the head of service and the union(s) following commencement of this Agreement and comprising representatives of both the following:
- F1.5.2 (a) The head of service.
  - F1.5.2 (b) The union(s).

- F1.5.2 Adequate time must be provided to employees and the union(s) to consult with the relevant directorate(s).
- F1.5.3 A directorate may establish a DCC to cover one or more enterprise agreements that cover its employees.
- F1.5.4 Additional levels of consultation, such as a Workplace Consultative Committee (WCC), may be established with the agreement of the relevant DCC to operate at the local level. Where established, these levels of consultation must deal with workplace specific issues before such issues may be raised with the DCC and have membership agreed by the DCC.
- F1.6 The purpose of the DCC is to do all the following:
  - F1.6.1 Monitor the operation and implementation of this Agreement.
  - F1.6.2 Consider any proposed new or proposed significant changes to directorate policy statements and guidelines that relate to the provisions of this Agreement.
  - F1.6.3 Consult on workplace matters significantly affecting employees.
- F1.7 The DCC must meet within 2 months of the commencement of this Agreement. The purpose of this meeting is to agree on the terms of reference, which must include the consultative structure to operate during the term of this Agreement.
 

The DCC must meet no less than once in any 12 month period thereafter, unless a different period is agreed in the Terms of Reference.

  - F1.7.1 Additional meetings of the DCC may also be convened if requested by any member of the DCC, or as determined by the Terms of Reference.
- F1.8 The Chief Minister, Treasury and Economic Development Directorate must consult with the union(s) and employees prior to the finalisation of any significant changes or any new provisions in the PSM Act and the PSM Standards and any new service wide policy statements or guidelines that relate to the provisions of this Agreement. This consultation may occur through the Joint Council.

#### **Consultation on changes to regular rosters or ordinary hours of work**

- F1.9 If the ACTPS proposes to introduce a change to the regular roster or ordinary hours of work of employees, the head of service must do all the following:
  - F1.9.1 Notify the relevant employees of the proposed change.
  - F1.9.2 Recognise the affected employee's union or other representative.
  - F1.9.3 As soon as practicable after proposing to introduce the change, all of the following:
    - F1.9.3 (a) Discuss with the relevant employees the introduction of the change.
    - F1.9.3 (b) For the purposes of the discussion, provide to the relevant employees all of the following:
      - F1.9.3 (b) (i) All relevant information about the change, including the nature of the change.
      - F1.9.3 (b) (ii) Information about what the head of service reasonably believes will be the effects of the change on the employees.
      - F1.9.3 (b) (iii) Information about any other matters that the head of service reasonably believes are likely to affect the employees.

F1.9.3 (c) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

F1.10 The head of service is not required to disclose confidential or commercially sensitive information to the relevant employees.

F1.11 The head of service must give prompt and genuine consideration to matters raised about the change by the relevant employees.

F1.12 These provisions are to be read in conjunction with other consultative obligations detailed in the Agreement.

Note: In this term "**relevant employees**" means the employees who may be affected by a change referred to in subclause F1.9.

F1.13 In addition, the employer undertakes that, for the purposes of subclause F1.2, the head of service must recognise and consult with the affected employee(s), their union or other representative.

## **F2 - Freedom of Association**

F2.1 The ACTPS recognises that employees are free to choose whether or not to join a union. Irrespective of that choice, employees must not be disadvantaged or discriminated against in respect of the employees' employment under this Agreement. The ACTPS recognises that employees who choose to be members of a union have the right to choose to have their industrial interests represented by the union.

F2.2 Employees in negotiations of any kind are entitled to negotiate collectively where they so choose.

F2.3 Employees engaging in negotiations of any kind are entitled to be represented by a representative of their choice. The ACT Government must deal with any such representative in good faith.

## **F3 - Right of Existing and New Employees to Representation in the Workplace**

F3.1 The ACTPS acknowledges the rights of its employees to be represented on any workplace relations matter and to meet with their representatives in the workplace. The ACTPS recognises the legitimate right of the union(s) to represent its employees who are members, or eligible to become members of the union(s).

F3.2 The FW Act prescribes the purpose and manner under which the union(s) may exercise right of entry in the workplace. The ACTPS must grant the union(s) access in accordance with the FW Act.

F3.3 In addition, the ACTPS must do all of the following:

F3.3.1 Allow union officials and employees, who are permit holders, to enter ACTPS workplaces for normal union business or to represent employees, to meet with management or members and to distribute or post material, provided that work is not disrupted.

F3.3.2 Allow the union(s) to meet with new ACTPS 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 head of service agree upon, and of which the head of service must advise the employees.

F3.3.3 Provide all new ACTPS employees with some form of induction program, including an induction package containing information about the union(s) which the union(s) has given the ACTPS.



F3.3.4 Invite the union(s) to attend any face-to-face induction of new ACTPS employees, the details of which the head of service must provide to the union(s)' contact officer or other nominated person with reasonable notice. Such attendance must be included as an integral part of the induction process and be for the purpose of delivering an information presentation including recruitment information to new ACTPS employees.

F3.3.5 Organise regular face to face meetings, which may be the face-to-face inductions of new ACTPS employees as per paragraph F3.3.4, between new ACTPS employees and the relevant union(s), for the purpose of delivering an information presentation including recruitment information to new ACTPS employees. Such meetings must be held at regular intervals as agreed between the relevant directorate(s) and the relevant unions.

F3.4 For the avoidance of doubt, nothing in subclause F3.3 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.

#### **F4 - Co-operation and Facilities for Unions and Other Employee Representatives**

F4.1 For the purpose of ensuring that union(s) and other employee representatives who are employees of the ACTPS can effectively fulfil their employee representative role under this Agreement, the following provisions apply.

F4.2 Reasonable access to ACTPS facilities, including the internal courier service, access to the ACT Government communication systems, telephone, facsimile, photocopying, access to meeting rooms and storage space, must be provided to union(s) and other employee representatives to assist them to fulfil their representative obligations, duties and responsibilities having regard to the ACTPS's statutory obligations, operational requirements and resources.

F4.3 In addition to the ACTPS facilities outlined in subclause F4.2, where available, a union or employee representative who is an employee of the ACTPS must 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 ACTPS facilities must be in accordance with published whole-of-government policies and for matters other than for industrial action.

F4.4 A union or other employee representative who is an employee of the ACTPS must be provided with adequate paid time off from their usual working hours, to undertake duties to represent other employees. This clause must be read in conjunction with clause W1.

F4.5 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.

F4.6 The role of union workplace delegates and other recognised union representatives is to be respected and facilitated. The ACTPS and union workplace delegates and representatives must deal with each other in good faith.

F4.7 In addition to other provisions in this Agreement, in discharging their representative roles at the workplace level, the rights of union workplace delegates include, but are not limited to, all of the following:

F4.7.1 To be treated fairly and perform their role as workplace delegate without any discrimination in their employment.

F4.7.2 To speak on behalf of their members in the workplace.

F4.7.3 To participate in collective bargaining on behalf of those who they represent, as per the FW Act.

F4.7.4 To reasonable paid time off from their usual working hours to do any of the following:

- F4.7.4 (a) Provide information and seek feedback from employees in the workplace on workplace relations matters in the ACTPS during normal working hours.
- F4.7.4 (b) Represent the interests of members to the employer and industrial tribunals.
- F4.7.4 (c) Consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace.
- F4.7.5 To email employees in their workplace to provide information to and seek feedback, subject to individual employees exercising a right to 'opt out'.
- F4.7.6 To consultation, and access to relevant information about the workplace and the ACTPS, subject to privacy legislation and other relevant legislation.
- F4.7.7 To undertake their role as union representatives on directorate workplace relations consultative committee(s).
- F4.7.8 To have reasonable access to ACTPS facilities (including internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union.
- F4.7.9 To address new employees about union membership at the time they enter employment in their workplace.
- F4.7.10 To access appropriate training in workplace relations matters including training provided by a union in accordance with clause F5
- F4.8 In exercising their rights under subclause F4.7, workplace delegates and unions must adhere to ACTPS policies and guidelines and consider operational issues and the likely effect on the efficient operation of the ACTPS and the provision of services.

## **F5 - Attendance at Industrial Relations Courses and Seminars**

- F5.1 For the purpose of assisting employees in gaining a better understanding of industrial relations issues relating to this Agreement, the head of service must grant leave to employees to attend recognised short training courses or seminars subject to all of the following conditions:
  - F5.1.1 Operating requirements permit the granting of leave.
  - F5.1.2 The scope, content and level of the short courses will contribute to the better understanding of industrial relations issues.
  - F5.1.3 Leave granted under this clause is at full pay, not including shift and penalty payments or overtime.
  - F5.1.4 Each employee will not be granted more than 15 days or shifts leave in any calendar year.
- F5.2 If the employee has applied for leave under subclause F5.1 and the head of service rejected the application because of operational requirements, approval of any subsequent application for leave by the employee under subclause F5.1 must not be withheld unreasonably, provided that the employee gives the head of service at least 14 days or shifts notice in writing.
- F5.3 The ACTPS must accept 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) as a course to which subclause F5.1 F5.1 applies.
- F5.4 Leave granted for this purpose counts as service for all purposes.

## **F6 - Dispute Avoidance and Settlement Procedures**

- F6.1 The objective of these procedures is the prevention and resolution of disputes about both of the following:
- F6.1.1 Matters arising in the workplace, including disputes about the interpretation or implementation of this Agreement.
  - F6.1.2 The application of the NES.
- F6.2 For the purposes of this clause, except where the contrary intention appears, the term 'parties' refers to 'parties to the dispute'.
- F6.3 All persons covered by this Agreement agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of, disputes.
- F6.4 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.
- F6.5 In the event there is a dispute, all the following processes apply.
- F6.5.1 Where appropriate, the relevant employee or the employee's representative must discuss the matter with the employee's supervisor. Should the dispute not be resolved, it must proceed to the appropriate management level for resolution.
- F6.6 In instances where the dispute remains unresolved, the next appropriate level of management, the employee, the union or other employee representative must be notified and a meeting be arranged at which a course of action for resolution of the dispute will be discussed.
- F6.7 If the dispute remains unresolved after this procedure, a party to the dispute may refer the matter to the FWC.
- F6.8 The FWC may deal with the dispute in the following 2 stages:
- F6.8.1 The FWC must first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
  - F6.8.2 If the FWC is unable to resolve the dispute at this first stage, the FWC may then do both the following:
    - F6.8.2 (a) Arbitrate the dispute.
    - F6.8.2 (b) Make a determination that is binding on the parties.
- F6.9 The FWC may exercise any powers it has under the FW Act as are necessary for the just resolution or determination of the dispute.
- F6.10 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.
- F6.11 All persons involved in the proceedings under subclause F6.8 must participate in good faith.
- F6.12 Unless the parties agree to the contrary, the FWC must, in responding to the matter, have regard to whether a party has applied the procedures under this term and acted in good faith.
- F6.13 The parties agree to be bound by a decision made by the FWC in accordance with this clause.
- F6.14 Notwithstanding subclause F6.13, any party may appeal a decision made by the FWC in accordance with the FW Act.
- F6.15 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, all the following apply:

- F6.15.1 References to the FWC in the above provisions must be read as a reference to the agreed body or person.
- F6.15.2 All obligations and requirements on the parties and other relevant persons under the provisions in this clause must be complied with unless the parties agree otherwise.
- F6.15.3 The agreed body or person must deal with the dispute in a manner that is consistent with section 740 of the FW Act.
- F6.16 While the parties are trying to resolve the dispute using procedures in this clause the employee must do all of the following:
  - F6.16.1 Continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety.
  - F6.16.2 Comply with a direction given by the head of service to perform other available work at the same workplace, or at another workplace, unless any of the following apply:
    - F6.16.2 (a) The work is not safe.
    - F6.16.2 (b) Applicable work health and safety legislation would not permit the work to be performed.
    - F6.16.2 (c) The work is not appropriate for the employee to perform.
    - F6.16.2 (d) There are other reasonable grounds for the employee to refuse to comply with the direction.
- F6.17 Any dispute formally commenced in accordance with F6.7 under the ACT Public Sector Education Directorate (Teaching Staff) Enterprise Agreement 2018-2022, 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.

## **F7 - Privatisation**

- F7.1 In order to promote job security it is agreed that the privatisation of a government entity may only occur if all of the following apply:
  - F7.1.1 The entity does not perform a role central to the functions of government.
  - F7.1.2 Disadvantaged groups would not be negatively affected by the privatisation.
  - F7.1.3 A social impact statement has been completed which indicates that there is a demonstrated public benefit from the sale.
- F7.2 In the event that privatisation of an ACTPS directorate or a service or services currently supplied by an ACTPS directorate is under consideration, consultation must occur on the implications for employees and the relevant directorate from these proposals.
- F7.3 Where such privatisation is under consideration, the ACTPS must provide the necessary reasonable resources to develop an in-house bid and this bid must be prepared either off site or on site as determined by the head of service and subject to consideration on equal terms to any other bid. An independent probity auditor must be appointed by the head of service to oversee the assessment of the in-house bid.

## Section G Workplace Values and Behaviours

### G1 - Introduction

- G1.1 All employees have a common interest in ensuring that workplace behaviours are consistent with, and apply the values and general principles set out in Division 2.1 of the PSM Act and the ACT Public Service Code of Conduct and Signature Behaviours. This involves the development of an ethical and safe workplace in which all employees act responsibly and are accountable for their actions and decisions.
- G1.2 Behaviours that are not consistent with public sector values, principles and conduct including but not limited to bullying, harassment and discrimination of any kind will not be tolerated in ACTPS workplaces. It is recognised that bullying, harassment and discrimination in the workplace has both emotional and financial costs and that both systemic and individual instances of bullying and harassment are not acceptable.
- G1.3 The following provisions of Section H contain procedures for managing workplace behaviours that do not meet expected standards and management of misconduct.
- G1.4 These provisions for managing workplace behaviours and values promote the principles of natural justice and procedural fairness.
- G1.5 Any misconduct, underperformance, internal review or appeal process under the previous enterprise agreement that is not completed as at the date of commencement of this enterprise agreement will be completed under the previous enterprise agreement. Any right of appeal from that process will also be set out in the previous enterprise agreement.
- G1.6 Noting that the provisions of this Section H are in identical terms to provisions (however described) of other ACTPS Enterprise Agreements: If an employee moves from one directorate or Agreement to another either on a permanent or temporary basis while a misconduct process is on foot, and irrespective of whether this Agreement or another ACTPS Enterprise Agreement applied to the employee at the time the misconduct process commenced, the misconduct process will continue and the employee is required to continue to participate in the process.
- G1.6.1 Any disciplinary action and sanction which is determined to be applied under clause G9 - will be applied to the employee in their new position, where the head of service determines it is appropriate and necessary and having due regard to the nature of the misconduct and the changes in employment circumstances including any material bearing on the employee's duties and responsibilities in their new position.
- G1.7 If an employee's employment has ended with the ACTPS while a misconduct process is on foot, the public sector standards commissioner will do one of the following:
- G1.7.1 Determine to complete the misconduct process under Section G of this Agreement, including inviting the employee to participate in the process, such that the outcome of the process can be taken into account with any application by the employee to subsequently re-enter the ACTPS.
- G1.7.2 Determine to stay the misconduct process under Section G of this 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, the service.
- G1.7.3 Determine to discontinue the matter.
- G1.8 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 G1.6.1 or taken into account with any application by the employee to subsequently re-enter the ACTPS.

## **G2 - Preliminary Assessment**

- G2.1 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 issues through a local and low level approach, and in a non-disciplinary way.
- G2.2 In cases where a workplace issue arises such as an allegation of inappropriate behaviour or alleged misconduct, the appropriate manager must undertake an assessment to determine whether the matter can be resolved locally or whether further action is required or not.
- G2.3 When undertaking an assessment, the nature, circumstances and context of the issue should be considered when informing the response.
- G2.4 The preliminary assessment may result in the following outcomes (this is not an exhaustive list):
- G2.4.1 If the manager is satisfied that no further action is necessary, no further action needs to be taken.
  - G2.4.2 If the manager is of the view that formal or informal counselling or other alternative remedial or restorative action is appropriate, the manager should implement that action.
  - G2.4.3 If the manager considers the issue relates to performance issues, the manager may commence an underperformance process in accordance with H2 - (underperformance).
  - G2.4.4 If the manager determines that there are allegations of potential misconduct that require investigation, the manager will recommend to the relevant referral delegate that the matter should be referred in accordance with G2.8.
- G2.5 The manager may seek the assistance of an appropriate Human Resources adviser from within the Directorate or Professional Standards Unit, however the manager is responsible for undertaking the assessment unless an actual or perceived conflict of interest exists.
- G2.6 The assessment must be done in an expeditious manner and generally be limited to having discussions (either verbal or written) about the issue, with relevant employees, and, if requested, their representatives.
- G2.7 Although the principles of procedural fairness apply, this assessment is not a formal investigation (as this may occur after the assessment is undertaken) and is designed to enable a manager to quickly determine whether other action or formal investigation is needed or not to resolve the issues. The manager must communicate the outcomes to relevant employees and their representatives if any.
- G2.8 If the manager determines that the issue requires investigation the manager must recommend to the head of service that the matter be investigated.
- G2.9 The head of service may determine that no investigation is necessary where the employee admits to the alleged misconduct and the employee agrees that there is no need for an investigation. The employee must fully understand the misconduct they are admitting to and make an admission statement taken by the public sector standards commissioner.
- G2.10 Where an employee makes an admission in accordance with subclause G2.9 the public sector standards commissioner will provide the admission statement to the head of service who will determine the appropriate outcome. This may include disciplinary action or sanction in accordance with clause G9 -. The head of service must ensure that they have sufficient information concerning the nature and full circumstances of the misconduct, any mitigating factors, and details of the employee's prior service record and performance to enable a fair and reasonable determination under clause G9 - to be made.

### **G3 - Counselling**

- G3.1 Counselling may happen outside of the preliminary assessment and misconduct processes. This is an opportunity for the employee and the manager to discuss possible causes and remedies for identified workplace problems. All parties have an obligation to participate in counselling in good faith.
- G3.2 Counselling can be conducted either informally through coaching and feedback or formally.
- G3.3 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.
- G3.4 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 clause G2. An employee may be directed to participate in formal counselling.
- G3.5 Where an employee refuses or fails to follow a direction to participate in formal counselling, the head of service may refer the matter to the Public Sector Standards Commissioner for investigation.
- G3.6 Where the employee disagrees with a direction to participate in formal counselling, the employee may provide a written request to the head of service seeking a formal investigation of the alleged inappropriate behaviour or alleged misconduct that required the formal counselling. Where a request is received, the head of service must refer the matter to the Public Sector Standards Commissioner for review.
- G3.7 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.
- G3.8 In the cases where the counselling is considered to be formal, the manager or supervisor or the head of service must create a formal record of the counselling which must 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.
- G3.9 The record of formal counselling must 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 must be clearly noted.
- G3.10 Where the manager or supervisor or the head of service considers that the employee's conduct has not improved following informal or formal counselling, a misconduct process may be undertaken in relation to continued or subsequent behaviour, following a preliminary assessment being undertaken in accordance with clause G2 -.

### **G4 - Misconduct and Discipline**

#### **Objectives and application**

- G4.1 This clause establishes procedures for managing misconduct or alleged misconduct by an employee.
- G4.2 This clause applies to all employees, except casual employees who are not eligible casual employees. In applying these procedures to officers on probation, temporary employees or eligible casual employees, the head of service may determine that procedures and practices throughout

clause G8 - and clause G9 - apply on a proportionate basis according to the circumstances of the case and in accordance with the principles of procedural fairness and natural justice.

G4.2.1 If the process is to be applied on a proportionate basis in accordance with this subclause the content of that process, along with any estimated timeframes, must be communicated to the employee when the process commences.

G4.3 The objective of these procedures is to encourage the practical and expeditious resolution of misconduct issues in the workplace.

G4.4 All parties have an obligation to participate in misconduct processes in good faith.

#### **What is misconduct**

G4.5 For the purposes of this section, misconduct includes any of the following:

G4.5.1 The employee fails to meet the obligations set out in section 9 of the PSM Act.

G4.5.2 The employee engages in conduct that the head of service or the public sector standards commissioner is satisfied may bring, or has brought, the directorate or the ACTPS into disrepute.

G4.5.3 A period of unauthorised absence and the employee does not offer a satisfactory reason on return to work.

G4.5.4 The employee is found guilty of, or is convicted of a criminal offence or where a court finds that an employee has committed an offence but a conviction is not recorded, taking into account the circumstances and seriousness of the offence, the duties of the employee and the interests of the ACTPS and the directorate.

G4.5.5 The employee fails to notify the head of service of criminal charges in accordance with clause G10 -.

G4.5.6 The employee makes a vexatious or knowingly false allegation against another employee.

#### **What is serious misconduct**

G4.6 Serious misconduct means conduct that is so serious that it may be inconsistent with the continuation of the employee's employment with the Territory. Serious misconduct is defined within the Fair Work Regulations.

### **G5 - Dealing with Allegations of Misconduct**

G5.1 Upon becoming aware of a matter of alleged misconduct the head of service must determine whether or not the matter needs to be investigated. Where the head of service determines that investigation is required the head of service must refer the matter to the public sector standards commissioner for investigation.

G5.2 At any stage of dealing with alleged misconduct the head of service may, in accordance with clause G6 - do any of the following:

G5.2.1 Re-assign other duties to the employee.

G5.2.2 Transfer the employee to other duties.

G5.2.3 Suspend the employee with pay.

G5.2.4 Suspend the employee without pay where serious misconduct is alleged.

G5.3 In considering the appropriate action under G5.2, the employer should give preference to retaining the employee in the workplace where possible.

G5.4 Upon receiving a referral in accordance with subclause G5.1 the public sector standards commissioner must do one of the following:



G5.4.1 Make arrangements for an appropriately trained or experienced person (the investigating officer) to investigate the alleged misconduct in accordance with clause G7 -

G5.4.2 Decline to investigate the matter, or any part of the matter, if the public sector standards commissioner decides that an investigation will not resolve the matter and refer it back to the head of service for resolution or further consideration.

G5.5 The public sector standards commissioner 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 have their admission statement taken by the public sector standards commissioner.

G5.6 Where an employee makes an admission in accordance with subclause G5.5 the head of service may determine the appropriate disciplinary action or sanction in accordance with clause G9 -. The head of service must ensure that they have sufficient information concerning the nature and full circumstances of the misconduct, any mitigating factors, and details of the employee's prior service record and performance to enable a fair and reasonable determination under clause G9 - to be made.

G5.7 The public sector standards commissioner may at any time decide to instigate an investigation of alleged misconduct, in the absence of a referral under subclause G5.1, if satisfied that the matter warrants investigation.

G5.8 Notwithstanding the provisions of this section, the head of service may summarily terminate the employment of an employee without notice for serious misconduct as defined within the Fair Work Regulations.

## **G6 - Reassignment, Transfer or Suspension**

G6.1 This clause applies to all employees.

G6.2 In accordance with subclause the head of service may reassign, transfer or suspend an employee with or without pay where the head of service is satisfied that the action taken is reasonable and it is in the public interest, the interests of the ACTPS or the interests of the directorate to do so while the alleged misconduct is being dealt with.

G6.3 Suspension with pay should only be considered where it is inappropriate for the employee to remain in their current position and reassignment of duties or transfer is not appropriate. Suspension without pay should only be considered where cases of serious misconduct is alleged in accordance with G5.2.

G6.4 The requirements under subclauses G6.5, G6.6 and G6.11 also apply in circumstances where an employee has been reassigned or transferred with pay to other duties following an allegation of misconduct, to the extent that the employee is no better off financially than if they had not been reassigned or transferred.

G6.5 The head of service must not reassign, transfer or suspend an employee without first informing the employee of the reasons for the proposed reassignment, transfer or suspension and giving the employee the opportunity to be heard. Despite this, the head of service may suspend an employee first and then give the employee the reasons for the suspension and an opportunity to be heard, where, in the head of service's opinion, this is appropriate in the circumstances.

G6.6 While suspended with pay an employee is paid in accordance with all of the following:

G6.6.1 The employee's ordinary hourly rate of pay and any higher duties allowances that would have been paid to the employee for the period they would otherwise have been on duty.

- G6.6.2 Overtime (but not overtime meal allowance) and shift penalty payments where there is a regular and consistent pattern of extra duty or shift work being performed over the previous 6 months which would have been expected to continue but for the suspension from duty.
- G6.6.3 Any other allowance or payment (including under an Attraction and Retention Incentive entered into in accordance with Annex B to this Agreement) of a regular or on-going nature that is not conditional on performance of duties.
- G6.7 Where a decision is made to suspend an employee with pay, no appeal or internal review of that decision is available.
- G6.8 Unless the employee is on authorised leave an employee who is suspended must be available to attend work and participate in the disciplinary process within 48 hours of receiving notice.
- G6.9 Suspension without pay is usually only appropriate where serious misconduct is alleged or where the employee is charged with a criminal offence that would in the opinion of the head of service be incompatible with the continuation of the employee's employment.
- G6.10 A period of suspension with or without pay must not be more than 30 calendar days unless exceptional circumstances apply.
- G6.11 If the period of suspension with or without pay extends beyond 30 calendar days as per subclause G6.10, the suspension should be reviewed every 30 calendar days unless the head of service considers that, in the circumstances, a longer period is appropriate.
- G6.12 While suspended without pay all of the following apply:
  - G6.12.1 The employee may apply to the head of service for permission to seek alternate employment outside the ACTPS for the period of the suspension or until the permission is revoked. Any such permission given to the employee is granted on the condition that the employee remains available to attend work and participate in the disciplinary process as per subclause G6.10.
  - G6.12.2 In cases of demonstrated hardship, the head of service may determine that the employee may cash out accrued long service leave and annual leave.
  - G6.12.3 The employee may apply to the head of service for the suspension to be with pay on the grounds of demonstrated hardship.
- G6.13 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 is entitled to both the following:
  - G6.13.1 Repaid the amount by which the employee's pay was reduced.
  - G6.13.2 Credited with any period of long service or annual leave that was cashed out in accordance with paragraph G6.12.2.
- G6.14 Where an employee is suspended and later found guilty of a criminal offence (whether or not a conviction is recorded), or is found guilty of misconduct and whose employment is terminated because of the offence or misconduct, a period of suspension under this clause does not count as service for any purpose, unless the head of service determines otherwise.

## **G7 - Investigations**

- G7.1 The role of the investigating officer is to establish the facts of the allegations and to provide a report of those facts to the public sector standards commissioner.
- G7.2 The investigating officer must do all the following:

- G7.2.1 Inform the employee in writing of the particulars of the alleged misconduct, and details concerning the investigative process.
- G7.2.2 Give the employee a reasonable opportunity to respond to allegations, which the employee may do in writing or at a scheduled interview or in a different manner as agreed with the investigating officer, before making a finding of fact.
- G7.2.3 For written responses provide the timeframe for response which must be reasonable under the circumstances.
- G7.2.4 If 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.
- G7.2.5 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 must allow reasonable opportunity for this to be arranged; and provide a record of the interview to the employee.
- G7.2.6 Give the employee an opportunity to supplement the record of an interview with a written submission, if the employee so chooses.
- G7.2.7 As soon as practicable take any further steps considered necessary to establish the facts of the allegations.
- G7.2.8 Provide a written report to the public sector standards commissioner setting out the investigating officer's findings of fact.
- G7.3 If the employee fails to, or chooses not to, respond to the allegations in accordance with subclause G7.2 within a reasonable timeframe, the investigating officer must prepare the report and set out the findings of fact on the information available.
- G7.4 The investigating officer's findings of fact must be made on the balance of probabilities.
- G7.5 The head of service must provide access to relevant ACTPS information and communication technology (ICT) records including email, computer, work phone records, or building access logs in order that the public sector standards commissioner can establish the facts of the allegations.

### **G8 - Findings of misconduct**

- G8.1 After considering the report from the investigating officer, the public sector standards commissioner must make a proposed determination on the balance of probabilities as to whether misconduct has occurred.
- G8.2 If the public sector standards commissioner determines that the misconduct has not occurred, the public sector standards commissioner must notify the employee of this finding and advise that no sanctions will be imposed.
- G8.3 If the public sector standards commissioner makes a proposed determination that misconduct has occurred, in accordance with subclause G8.1 the public sector standards commissioner must do all of the following:
  - G8.3.1 Advise the employee in writing of the proposed determination that misconduct has been found to have occurred.
  - G8.3.2 Provide written reasons for arriving at this proposed determination.
  - G8.3.3 Provide a copy of the investigation report unless this would be inappropriate in the circumstances.

G8.3.4 Advise the employee of the period during which the employee has to respond to the proposed determination that misconduct has occurred. This period must be no less than 14 calendar days.

G8.4 After considering the employee's response or, if the employee has not responded, at any time after the period outlined in paragraph G8.3.4 has lapsed, the public sector standards commissioner must make a final determination as to whether or not misconduct has occurred and will do the following:

G8.4.1 Inform the employee in writing of the final determination of whether or not misconduct has occurred; and if the determination is that misconduct has occurred do both the following:

G8.4.2 (a) Refer the matter to the head of service for consideration of whether or not disciplinary action is to be taken in accordance with clause G9 -.

G8.4.2 (b) Inform the employee that the matter has been referred to the head of service in accordance with subparagraph G8.4.2 (a).

### **G9 - Disciplinary Action and Sanctions**

G9.1 This clause applies to circumstances in which one of the following applies:

G9.1.1 The head of service receives a determination from the public sector standards commissioner in accordance with paragraph G8.4.1.

G9.1.2 An admission is made by the employee under subclause G2.9 and G5.5.

G9.1.3 An employee has been convicted of a criminal offence and the conviction or finding has adversely affected the interests of the Directorate or the ACTPS under subclause G10.4.

G9.2 The head of service must 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:

G9.2.1 A written reprimand.

G9.2.2 A financial penalty in the form of one or more of the following:

G9.2.2 (a) Reduce the employee's incremental level.

G9.2.2 (b) Defer the employee's incremental advancement.

G9.2.2 (c) Impose a fine on the employee.

G9.2.2 (d) Require the employee to fully or partially reimburse the employer for damage that the employee has wilfully incurred to property or equipment.

G9.2.3 Transfer the employee temporarily or permanently to another position at level or to a lower classification level.

G9.2.4 Remove any benefit derived through an existing Attraction and Retention Incentive.

G9.2.5 Termination of employment.

G9.3 Nothing in this section limits the ability of the head of service 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.

G9.4 In relation to paragraph G9.2.3, if an employee's classification is reduced as a result of disciplinary action, service before the demotion is not counted towards an increment for any higher duties the employee performs after demotion.

G9.5 Sanctions imposed under these procedures must be proportionate to the degree of misconduct concerned. In determining the appropriate sanction, all the following factors must be considered:

G9.5.1 The nature and seriousness of the misconduct.

- G9.5.2 The degree of relevance to the employee's duties or to the reputation of the directorate or the ACTPS.
- G9.5.3 The circumstances of the misconduct.
- G9.5.4 Any mitigating factors, including any full admission of guilt.
- G9.5.5 The previous employment history and the general conduct of the employee.
- G9.6 If the employee has moved to a new position (other than as a result of a decision in accordance with clause G5 -) during the course of the misconduct process, the changes in employment circumstances must be taken into account as appropriate in accordance with paragraph G1.6.1.
- G9.7 Unless there are exceptional circumstances, the head of service must within 14 calendar days of receiving the referral or admission statement from the public sector standards commissioner under subparagraphs G8.4.1 (a) or G2.10 or G5.6 inform the employee in writing of the proposed disciplinary action to be taken, if any, and provide the employee with 7 calendar days to respond.
- G9.8 The timeframes stipulated in G9.7 may be extended if the head of service and the public sector standards commissioner agree that extenuating circumstances warrant the extension.
- G9.9 After considering the employee's response in accordance with subclause G9.7, or if the employee does not respond, at any time after the 7 calendar days as set out in clause G9.7 have passed, the head of service must make their final decision and inform the employee in writing of all the following:
  - G9.9.1 The final decision.
  - G9.9.2 The disciplinary action to be taken, if any.
  - G9.9.3 The date of effect and, if relevant, the cessation of any disciplinary action.
  - G9.9.4 The appeal mechanisms that are available under section J of this Agreement.

## **G10 - Criminal Charges**

- G10.1 An employee must advise the head of service in writing within 48 hours where practicable, but no longer than 7 calendar days, of any criminal charges laid against the employee in circumstances where the interests of the directorate or of the ACTPS may be adversely affected, taking into account all of the following:
  - G10.1.1 The circumstances and seriousness of the alleged criminal offence.
  - G10.1.2 The employee's obligations under section 9 of the PSM Act.
  - G10.1.3 The effective management of the employee's work area.
  - G10.1.4 The integrity and good reputation of the ACTPS and the directorate.
  - G10.1.5 The relevance of the offence to the employee's duties.
- G10.2 Where criminal charges are laid against an employee and the interests of the directorate or the ACTPS may be adversely affected, the head of service may suspend the employee in accordance with the suspension arrangements under clause G6 -.
- G10.3 If an employee is found guilty of, or convicted of a criminal offence (including if a non-conviction order is made) the employee must provide a written statement regarding the circumstances of the offence to the head of service within 7 calendar days of the conviction or the finding.
- G10.4 Where an employee is convicted of a criminal offence and the conviction or finding has adversely affected the interests of the directorate or the ACTPS, the head of service may impose a sanction for misconduct against the employee in accordance with clause G9 -.

## **G11 - Right of Appeal**

- G11.1 An employee has the right under Section J to appeal against any finding of misconduct under clause G8 -, any decision to take disciplinary action or to apply a sanction under clause G9 -, or against any decision taken under clause G6 - to suspend the employee without pay, or to transfer the employee at reduced pay, except action to terminate the employee's employment.
- G11.2 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 is the sole right of review of such a decision.
- G11.3 The appeal procedures under Section J apply to the exclusion of the rights of appeal and review under the PSM Act and the internal review procedures contained in Section I of this Agreement.

## **Section H Underperformance**

### **H1 - Introduction**

- H1.1 All employees have an obligation to exercise the functions of an office in accordance with the best practice principle. These responsibilities and standards are established in accordance with Division 2.1 of the PSM Act and the ACT Public Service Code of Conduct and Signature Behaviours.
- H1.2 These provisions for managing cases of unsatisfactory work performance promote the principles of natural justice and procedural fairness.
- H1.3 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.

### **H2 - Underperformance**

- H2.1 Under this clause, procedures are established for managing underperformance by an employee.
- H2.2 This clause applies to all employees, except casual employees who are not eligible casual employees. In applying these procedures to officers on probation, temporary employees, or eligible casual employees, the head of service may determine that procedures and practices throughout this clause H2 may be applied on a proportionate basis according to the circumstances of the case, and in accordance with the principles of procedural fairness and natural justice.
  - H2.2.1 If the process is to be applied on a proportionate basis in accordance with this subclause the content of that process, along with any estimated timeframes, must be communicated to the employee when the process commences.
- H2.3 The objectives of these procedures are to do both the following:
  - H2.3.1 Provide advice and support to an employee whose performance is below the standard required.
  - H2.3.2 Provide a fair, prompt and transparent framework for action to be taken where an employee continues to perform below expected standard.

#### **Underperformance discussions**

- H2.4 Consistent with good management practice, concerns about underperformance should be raised by the manager or supervisor with the employee at the time that the concerns arise or are identified.

The manager or supervisor should offer advice and support to the employee to overcome these concerns. The manager or supervisor should inform the employee that the underperformance procedures in subclause H2.7 to subclause H2.20 might be invoked if the underperformance continues.

H2.5 In order to ensure that these procedures operate in a fair and transparent manner, the manager or supervisor is responsible for documenting all relevant discussions. This includes making a record of all relevant discussions under this clause, to be signed by both the manager or supervisor and the employee. The employee must be given the opportunity to comment on any records before signing them. In circumstances where the employee refuses to sign such a record, the refusal must be noted on the relevant record.

H2.6 All parties have an obligation to participate in underperformance processes in good faith.

## **Underperformance process**

### **Step One: Action Plan**

H2.7 Where a manager or supervisor assesses that an employee's work performance is demonstrated as being below expected standards after having previously discussed concerns with the employee in line with subclause H4.4, the manager or supervisor must inform the employee in writing of this assessment and the reasons for it. The employee must be invited by the manager or supervisor to provide written comments on this assessment, including any reasons that in the employee's view may have contributed to their recent work performance.

H2.8 After taking into account the comments from the employee, the manager or supervisor must prepare an action plan in consultation with the employee.

H2.9 The manager or supervisor must invite the employee to have a support person, who may be the employee's union or other employee representative, present at discussions to develop the action plan and must allow reasonable opportunity for this to be arranged.

H2.10 The action plan must provide all of the following:

H2.10.1 Identify the expected standards of work required of the employee on an on-going basis.

H2.10.2 Identify any learning and development strategies that the employee should undertake.

H2.10.3 Outline the potential underperformance actions that may be taken if the employee does not meet the expected standards.

H2.10.4 Specify the action plan period, which should not normally be less than one month and should not exceed 6 months to allow the employee sufficient opportunity to achieve the expected standard.

H2.10.5 Specify the assessment criteria to be measured within the action plan period.

H2.11 Any current performance agreement must be suspended during the period of the action plan. Any incremental advancement action for the employee must be suspended during the action plan period.

### **Step Two: Regular Assessment**

H2.12 During the action plan period, the manager or supervisor must make regular written assessments (desirably every fortnight) of the employee's work performance under the action plan. The employee must be given an opportunity to provide written comments on these assessments.

H2.13 If the manager or supervisor considers that further assessment time is needed the manager or supervisor may extend the action plan period. However, the extended assessment time must not result in the action plan exceeding 6 months' duration. The manager or supervisor must inform the

employee in writing of the decision to extend the assessment time and the duration of the action plan.

### **Step Three: Final Assessment Report**

- H2.14 If at the end of the action plan period, the manager or supervisor assesses the work performance of the employee as satisfactory, no further action can be taken under these procedures at that time. The manager or supervisor must inform the employee in writing of this decision.
- H2.15 If at the end of the action plan period, the manager or supervisor assesses the work performance of the employee as not satisfactory, the manager or supervisor must provide a report including the assessment and reasons for the assessment to the head of service.

### **Step Four: Underperformance Action**

- H2.16 The head of service must advise the employee in writing of all the following:
  - H2.16.1 The assessment and reasons for the manager's or supervisor's assessment.
  - H2.16.2 The underperformance action(s) (subclause H4.17) proposed to be taken and the reasons for proposing this action.
  - H2.16.3 The employee's right to respond in writing to the proposed action within a period of not more than 7 calendar days.
- H2.17 At any time after 7 calendar days from the date the head of service advised the employee under subclause H2.16, and after considering any response from the employee, the head of service may decide to take one or more of the following underperformance actions:
  - H2.17.1 Transfer the employee to other duties (at or below current pay).
  - H2.17.2 Defer the employee's incremental advancement.
  - H2.17.3 Reduce the employee's incremental point.
  - H2.17.4 Temporarily or permanently reduce the employee's classification and pay.
  - H2.17.5 Remove any benefit derived through an existing Attraction and Retention Incentive.
  - H2.17.6 Terminate the employee's employment.
- H2.18 If an employee's incremental point is reduced in accordance with subclause H2.17.3, or the employee's classification is permanently reduced in accordance with subclause H2.17.4 the date the sanction takes effect will become the new anniversary date for the purpose of future incremental advancement. Any higher duties worked prior to the date of sanction do not count towards incremental advancement at a higher level.
- H2.19 The head of service must inform the employee in writing of the decision made under subclause H2.17, the reasons for the decision and the appeal mechanisms available under this Agreement.
- H2.20 At any time in these procedures, the employee may elect to be retired on the grounds of inefficiency.

## **H3 - Appeal Rights**

- H3.1 The employee has the right under I5.2 to appeal any underperformance action taken under subclause H2.17, except action to terminate the employee's employment.
- H3.2 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 is the sole right of review of such an action.



## Section I Internal Review Procedures

### I1 - Objectives and Application

- I1.1 Under this section, procedures are established for employees to seek a review of management actions that affect their employment with the ACTPS.
- I1.2 The procedures in this section promote the values and general principles of the ACTPS and account for the principles of natural justice and procedural fairness.
- I1.3 These procedures apply to all employees covered by this Agreement.
- I1.4 For the purposes of this section, an action includes a decision and a refusal or failure to make a decision.

### I2 - Decisions and Actions Excluded

- I2.1 All the following decisions and actions are excluded from the rights of an employee to seek a review under procedures set out in this section:
  - I2.1.1 Actions regarding the policy, strategy, nature, scope, resourcing or direction of the ACTPS and agencies (see clause F1 - of this Agreement for consultation on these actions).
  - I2.1.2 Actions arising under Commonwealth or ACT legislation that concern domestic or international security matters.
  - I2.1.3 Actions regarding superannuation (see relevant superannuation legislation for complaints and appeals on these actions, in particular the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*).
  - I2.1.4 Actions regarding workers' compensation (see the *Safety, Rehabilitation and Compensation Act 1988* for reviews and appeals on these actions).
  - I2.1.5 Decisions to terminate the appointment of an officer on probation.
  - I2.1.6 Decisions on classification of an office (see clause D3 - of this Agreement for reviews on classifications).
  - I2.1.7 Any action to which the employee has an appeal or review right under Section K of this Agreement.
  - I2.1.8 Any action to which the employee has an appeal right under subclause J1.3 of this Agreement.
  - I2.1.9 Any action arising from the preliminary assessment process under clause G2 -.
  - I2.1.10 Actions arising from the misconduct procedures of this Agreement.
  - I2.1.11 Actions arising from the underperformance procedures of this Agreement.
  - I2.1.12 Any decisions under subclauses G5.1, G5.4 and G5.7 of this Agreement.
  - I2.1.13 Any decisions under subclause J2.2 of this Agreement.
  - I2.1.14 Actions regarding the setting of rates of pay or conditions of employment under an award or agreement made under the FW Act, or under the PSM Act or the PSM Standards (this includes an Attraction and Retention Incentive (ARINs) or a pre FW Act Australian Workplace Agreement (AWA)).
  - I2.1.15 Decisions to appoint or not appoint a person as an officer to a vacant position.
  - I2.1.16 Decisions that another officer perform the duties of a higher office or role for periods up to and including 6 months.

- 12.1.17 Decisions to transfer another employee or promote another officer to an advertised vacancy where the officer or employee seeking the review was not an applicant.
- 12.1.18 Actions arising from the internal review procedures or appeal panel procedures of this Agreement, including the review and appeals procedures under Section K of this Agreement.

### **I3 - Initiating a Review**

- 13.1 An employee should first discuss their concerns about an action or decision with the relevant decision-maker with a view to resolving the matter within the workplace before initiating a review under these procedures.
- 13.2 An employee, or the employee's union or other employee representative on the employee's behalf, has the right to apply for a review of any action or decision that directly affects the employee's employment, unless the action or decision is specifically excluded under this section.
- 13.3 An employee, or the employee's union or other employee representative on the employee's behalf, may initiate a review under this Section by making an application to the head of service in accordance with all of the following:
  - 13.3.1 It is in writing.
  - 13.3.2 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 head of service agrees that extenuating circumstances exist.
  - 13.3.3 It identifies the action or decision or both to which the employee seeks a review of.
  - 13.3.4 It does not concern a decision or action that is excluded under subclause 12.1.
  - 13.3.5 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.
  - 13.3.6 It outlines the extenuating circumstances, if any, where the application is made outside the timeframe specified in paragraph 13.3.2.
  - 13.3.7 It describes the outcome sought.
- 13.4 If the review relates to a failure or refusal to make a decision in accordance with subclause 11.4, the 28 day time period outlined in paragraph 13.3.2 is taken to commence on the day it was apparent that there was a failure or refusal to make a decision.
- 13.5 The head of service must, provided that the requirements under subclause 13.3 have been met, refer the matter for review in accordance with clause 14 -.

### **I4 - Review Process**

- 14.1 Notwithstanding subclause 13.5, where appropriate, and agreed by the employee who made the application under clause 13.3 (for the purposes of this H3.2 "the applicant"), or the applicant's union or other employee representative on the applicant's behalf, the head of service must consider mediation as an option before arranging for a review under subclause 14.3. The mediator must be agreed between the applicant and the head of service.
- 14.2 In the event that mediation does take place and that it resolves the issues raised in the application, then no further action is required under these procedures. In that event a formal written statement that the issue has been resolved must be signed by the applicant and the head of service.
- 14.3 Subject to subclauses 13.5, 14.1 and 14.2, the head of service must arrange for an application made under clause 13.3 to be reviewed by an independent person (the reviewer) who may be one of the following:

- I4.3.1 A suitably skilled person who was not involved in the original action.
  - I4.3.2 A person chosen from a panel of providers.
- I4.4 The reviewer must be provided with all relevant information and evidence that was available to the delegate in the making of the original decision or in taking the original action.
- I4.5 The reviewer may recommend to the head of service that an application should not be considered on any of the following grounds:
  - I4.5.1 The application concerns a decision or action that is excluded under subclause I2.1.
  - I4.5.2 The applicant has made an application regarding the decision or action to a court or tribunal, or where the reviewer believes it is more appropriate that such an application be made.
  - I4.5.3 The reviewer believes on reasonable grounds that the application is any of the following:
    - I4.5.2 (a) Frivolous or vexatious.
    - I4.5.2 (b) Misconceived or lacks substance.
    - I4.5.2 (c) Should not be heard for some other compelling reason.
- I4.6 The head of service must either confirm a recommendation made by the reviewer under subclause I4.5 that an application should not be considered or arrange for another reviewer to consider the application.
- I4.7 The head of service must inform the applicant in writing, within 14 calendar days of the date of any decision under subclause I4.6, including, the reasons for any decision not to consider the application.
- I4.8 If the reviewer does not make a recommendation under subclause I4.5, then the reviewer must conduct a procedural review on the papers to determine all of the following:
  - I4.8.1 Whether it was open to the head of service to take the action that they did.
  - I4.8.2 Whether the principles of procedural fairness and natural justice were complied with in taking the original action.
  - I4.8.3 Whether the final decision of the head of service was fair and equitable in all of the circumstances. If the reviewer has any 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 must inform the head of service of that doubt and the reasons for it in the written report in accordance with I4.9.
- I4.9 After reviewing any action or decision the reviewer must, subject to subclause I4.13, make a written report to the head of service recommending one of the following:
  - I4.9.1 The original decision or action be confirmed.
  - I4.9.2 The original decision or action be varied.
  - I4.9.3 Other action be taken.
- I4.10 A copy of the report under subclause I4.9 must be provided to the applicant and the applicant must be given the opportunity to provide a response. The applicant may respond to any aspects of the report. Such a response must be in writing and be provided to the head of service within 14 calendar days of the applicant receiving the report.
- I4.11 The head of service, after considering the report from the reviewer and any response from the applicant to the report of the reviewer, may do one of the following:

- I4.11.1 Confirm the original action.
- I4.11.2 Vary the original action.
- I4.11.3 Take any other action the head of service believes is reasonable.
- I4.12 The head of service must inform the applicant in writing, within 14 calendar days of the date of any decision under subclause I4.11, including the reasons for the action.

#### **Review of head of service decisions**

- I4.13 Where the subject of the application is an action or decision of the head of service or the director-general (in person) as the delegate of the head of service, the written report of the reviewer must be made to the public sector standards commissioner. A copy of this report must be provided to the applicant.
- I4.14 The public sector standards commissioner may, after considering the report from the reviewer, recommend to the head of service one of the following:
  - I4.14.1 The original action be confirmed.
  - I4.14.2 The original action be varied.
  - I4.14.3 Other action be taken that the public sector standards commissioner believes is reasonable.
- I4.15 The head of service or the director-general (in person) as the delegate of the head of service, after considering the report from the public sector standards commissioner, may do one of the following:
  - I4.15.1 Accept any or all of the report's recommendation(s) and take such action as necessary to implement the recommendation(s).
  - I4.15.2 Not accept the report's recommendation(s) and confirm the original action.
- I4.16 If the head of service or the director-general (in person) as the delegate of the head of service does not accept any one of the recommendation(s) of the public sector standards commissioner under subclause I4.14, they must do both the following:
  - I4.16.1 Provide written reasons to the public sector standards commissioner for not accepting the recommendation(s).
  - I4.16.2 Provide the applicant, within 14 calendar days, with written reasons for not accepting the recommendation(s).
- I4.17 If the head of service or the director-general (in person) as the delegate of the head of service does not accept any one of the recommendation(s) of the public sector standards commissioner under subclause I4.14, the public sector standards commissioner must report on this outcome.

### **I5 - Right of External Review**

- I5.1 The applicant, or the applicant's union or other employee representative on the employee's behalf, may seek a review of a decision or action under subclause I4.11 or subclause I4.15 by an external tribunal or body, including the FWC.
- I5.2 The FWC is empowered to resolve the matter in accordance with the powers and functions set out in clause F6 F6 - of this Agreement. The decision of the FWC is binding, subject to any rights of appeal against the decision to a Full Bench of the FWC in accordance with clause F6.14.

## **Section J**     **Appeal Mechanism for Misconduct, Underperformance and Other Matters**

### **J1 - Objective and Application**

- J1.1        This section sets out an appeal mechanism for an employee where the employee (referred to in this section as “the appellant”) is not satisfied with the outcome of decisions described in the following clause.
- J1.2        The head of service must nominate a person, or position, to be the Convenor of Appeals (“the Convenor”).
- J1.3        This appeal mechanism applies to all the following decisions:
- J1.3.1        Decisions to suspend the employee without pay under clause G6 of this Agreement.
  - J1.3.2        Decisions relating to findings of misconduct under clause G8, provided that such an appeal can only be made after a decision about disciplinary action under clause G9 - has been made, except a decision to terminate the employee’s employment.
  - J1.3.3        Decisions to take disciplinary action under subclause G9 - of this Agreement, except a decision to terminate the employee’s employment.
  - J1.3.4        Decisions to take underperformance action under subsection A1.1 of this Agreement, except a decision to terminate the employee’s employment.
  - J1.3.5        Decisions taken in relation to an employee’s eligibility for benefits under clauses L6 - of this Agreement and the amount of such benefits, the amount payable by way of income maintenance under clause L10 -, and the giving of a notice of involuntary redundancy under clause L9 -.
  - J1.3.6        Any other decision that is subject to appeal under the PSM Act.
- J1.4        In relation to appeals about misconduct findings and disciplinary action in accordance with subclause J1.3.2 and subclause J1.3.3, only one application for appeal can be made in relation to the same misconduct matter. The application must state which one of the following the application relates to:
- J1.4.1        The finding of misconduct under clause G8 -.
  - J1.4.2        The disciplinary action under clause G9 -.
  - J1.4.3        Both the finding of misconduct under clause G8 - and the disciplinary action under clause G9 -.
- J1.5        An employee may have an entitlement to bring an action under the FW Act in respect of any termination of employment under this Agreement. This is the sole right of review of such an action.

### **J2 - Initiating an Appeal**

- J2.1        The appellant, or the appellant’s union or other employee representative on the appellant’s behalf, may initiate an appeal under these procedures by making an application to the Convenor in accordance with all of the following:
- J2.1.1        It is in writing.
  - J2.1.2        It describes the decision or action taken or to be taken, the reasons for the application and the outcome sought.
  - J2.1.3        It is received by the Convenor within 14 calendar days of being notified, or the appellant becoming aware, of the decision to take the action.
  - J2.1.4        It seeks to appeal an appellable decision as set out in subclause J1.3.

- J2.2 Notwithstanding any other provisions in this section, the Convenor has the authority to dismiss an appeal if the appellant obstructs, unreasonably delays or fails to co-operate with the process.

### **J3 - Independent Appeal Members**

- J3.1 The public sector standards commissioner must keep a list of approved independent appeal members.
- J3.2 Where an application is received by the Convenor in accordance with the requirements set out in subclause J2.1 and subclause J2.2 the Convenor must select a person from the approved list of independent appeal members to conduct a single member determinative appeal.

### **J4 - Powers and Role of the Independent Appeal Member**

- J4.1 In considering an application, the independent appeal member must have due regard to the principles of natural justice and procedural fairness. Proceedings of the appeal are to be conducted as quickly as practicable and consistent with a fair and proper consideration of the issues.
- J4.2 The Convenor must invite the appellant to have a support person, who may be the appellant's union or other employee representative, present at any meetings held between the independent appeal member and the appellant and must allow reasonable opportunity for this to be arranged.
- J4.3 The independent appeal member must be provided with all relevant information and evidence that was available to the decision-maker in the making of the original decision or in taking the original action.
- J4.4 The independent appeal member has the discretion to decide not to conduct a review of the appeal application, or, if it has commenced reviewing the application, to decide not to proceed further if the independent appeal member believes any of the following apply:
- J4.4.1 The application is frivolous or vexatious, or not made in good faith.
  - J4.4.2 The appellant making the appeal may apply to another person or authority about the application who may more appropriately deal with the application.
  - J4.4.3 Further review of the application is not warranted.

#### **Conducting an appeal**

- J4.5 Where the independent appeal member determines that an application for appeal should proceed, the independent appeal member must conduct a procedural review on the papers provided under subclause J4.3 to determine whether all of the following apply:
- J4.5.1 It was open to the head of service to take the action they did.
  - J4.5.2 The principles of procedural fairness and natural justice were complied with in taking the original action or decision.
  - J4.5.3 The final decision of the head of service, the Public Sector Standards Commissioner or both was appropriate in all of the circumstances.
- J4.6 Where the independent appeal member is satisfied that a fundamental piece of evidence was not considered in the original process, the independent appeal member may request that the Convenor refer the matter back to the head of service, Public Sector Standards Commissioner or both for further investigation.
- J4.7 The head of service or Public Sector Standards Commissioner, after considering the referral from the Convenor under subclause J4.6, must do one of the following:
- J4.7.1 As soon as possible, arrange for a further investigation to be conducted, in line with the referral of the Convenor, and must provide any further information, evidence or

outcomes of the further investigation to the independent appeal member in order that they may complete their review.

J4.7.2 Provide written reasons to the independent appeal member, within 14 calendar days, for not accepting their referral for further investigation.

J4.8 After reviewing any application under this section, the independent appeal member must, subject to subclause J4.5.3, make a determination of the appeal and do one of the following:

J4.8.1 Confirm the original decision.

J4.8.2 Vary the original decision.

J4.8.3 Prescribe that other action be taken.

J4.9 The independent appeal member must provide a report to the public sector standards Commissioner and the head of service which must include the determination and the reasons for the determination. A copy of the report must also be provided to the appellant.

### **J5 - Costs**

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

### **J6 - Right of External Review**

J6.1 The employee, or the employee's union or other employee representative on the employee's behalf, may seek a review by the FWC of a decision under subclause J4.8.

J6.2 The FWC is empowered to resolve the matter in accordance with the powers and functions set out in clause F6 - of this Agreement. The decision of the FWC is binding, subject to any rights of appeal against the decision to a Full Bench in accordance with subclause F6.14.

## **Section K Appeal and Process Reviews of certain recruitment decisions**

### **K1 - Application**

K1.1 Under this section, procedures are established for officers to seek a review of recruitment processes or appeal certain recruitment decisions.

K1.2 These procedures for appeals and reviews account for the principles of procedural fairness and natural justice in this context.

K1.3 For the purposes of this section, an action includes a decision and a refusal or failure to make a decision.

K1.4 Decisions made by Joint Selection Committees in accordance with subclause B4 - cannot be reviewed or appealed.

### **K2 - Appeals about Promotions and Temporary Transfer to Higher Office**

K2.1 The head of service must nominate a person, or position, to be the Convenor of Appeals ("the Convenor"), which may or may not be the same person, or position, nominated under subclause J1.2.

K2.2 This appeal mechanism applies to both the following:

K2.2.1 Decisions about promotion or temporary transfer to a higher office or role (for periods in excess of 6 months) affecting the officer where the officer was an applicant for the position, except decisions made on the unanimous recommendation of a joint selection committee (see PSM Act and PSM Standards).

K2.2.2 Decisions to promote an officer after acting for a period of 12 months or more in a position at or below Administrative Services Officer Class 6 (or equivalent classification).

K2.3 For the purposes of subclause K2.2, an appeal may only be made in relation to promotions or temporary transfer to a higher office or role where the pay applicable is any classification with a maximum pay that is less than the minimum pay of a classification equivalent to a Senior Officer Grade C, or unless otherwise specified in the PSM Act. For positions above Administrative Services Officer Class 6 (or equivalent classification) an application may be made for a process review in accordance with clause K3 - of this Agreement.

K2.4 For the purposes of paragraph K2.2.2, any suitably qualified officer may appeal the decision.

K2.5 For appeals concerning promotion or transfer to a higher office or role under subclause K2.2, the only ground on which the independent appeal member can review the decision is that the officer making the appeal would be more efficient in performing the duties of the position than the person promoted or selected for temporary transfer.

### **Initiating an appeal**

K2.6 An officer ("the appellant" for the purposes of this section) or the appellant's union or other employee representative on the appellant's behalf, may initiate an appeal under these procedures by making an application to the Convenor in accordance with all of the following:

K2.6.1 It is in writing.

K2.6.2 It is received by the Convenor within 14 calendar days of the decision to take the action being notified in the Gazette. For decisions relating to the temporary transfer to a higher office or role for periods in excess of 6 months that are not required to be notified in the gazette, it is received by the Convenor within 14 days of the applicant being notified or becoming aware of the outcome of the process.

K2.6.3 It seeks to appeal an appellable decision as set out in subclause K2.2.

K2.7 Notwithstanding any other provisions in this section, the Convenor has the authority to dismiss an appeal if the appellant obstructs, unreasonably delays or fails to co-operate with the process.

### **Independent Appeal Members**

K2.8 Where an application is received by the Convenor in accordance with the requirements set out in subclause K2.6, subject to subclause K2.7 the Convenor must select a person from the approved list of independent appeal members held by the Public Sector Standards Commissioner to conduct a single member determinative appeal.

### **Independent Appeal Member Recommendations**

K2.9 After reviewing an application about promotion or temporary transfer to a higher office or role affecting the appellant, the independent appeal member must recommend to the head of service to do one of the following with regard to the decision that is the subject of the application:

K2.9.1 Confirm the decision.

K2.9.2 Vary the decision.

K2.9.3 Take another action.

K2.10 The head of service must inform the appellant and affected parties in writing of their decision and the reasons for the decision, within 28 calendar days.

## **K3 - Process Review**

K3.1 An officer may seek a review of the process leading up to a decision about any of the following:



- K3.1.1 Decisions that another officer perform the duties of a higher office or role (with a pay less than that of a Senior Officer Grade C or equivalent classification) for periods greater than 6 months if the vacancy was advertised.
- K3.1.2 Decisions to promote or not promote an officer.
- K3.1.3 Decisions to appoint or not appoint an employee, or to engage or not engage an employee, on a temporary contract.
- K3.1.4 Decisions to transfer, or not to transfer, an employee.
- K3.1.5 Decisions under the PSM Standards to promote an officer after acting for a period of 12 months or more in a position above Administrative Services Officer Class 6 or equivalent classification.

K3.2 The findings of a review under this clause do not alter the outcome of the original decision, but may be used to inform similar processes conducted in the future, or address any failings on the part of employees involved in the process under review.

#### **Initiating a review**

- K3.3 An officer ("the applicant" for the purposes of this section), or the applicant's union or other employee representative on the applicant's behalf, may initiate a review under these procedures by making an application to the head of service in accordance with all of the following:
  - K3.3.1 It is in writing.
  - K3.3.2 It describes how the applicant believes the process was not conducted properly and provides reasons for this.
  - K3.3.3 It is received by the head of service within 14 calendar days of the employee being advised of the decision, or becoming aware of the decision.
  - K3.3.4 It seeks to review a reviewable process as set out in subclause K3.1.

#### **Conducting a process review**

- K3.4 Subject to subclause K3.3 the head of service must arrange for an application to be reviewed by an independent person (the reviewer) who may be one of the following:
  - K3.4.1 A suitably skilled person who was not involved in the original action.
  - K3.4.2 A person chosen from a panel of providers.
- K3.5 The independent reviewer must be provided with all relevant information and evidence that was available to the decision-maker in the making of the original decision.
- K3.6 The reviewer must make an assessment whether relevant processes contained in this Agreement, the PSM Act and PSM Standards were followed, and to what extent.
- K3.7 After reviewing the information and evidence provided under subclause K3.5, the independent reviewer must provide a report to the head of service, which does one of the following:
  - K3.7.1 Confirms that the process was conducted in accordance with the provisions of this Agreement, the PSM Act, and PSM Standards.
  - K3.7.2 Finds that there were deficiencies in the process. Such findings must be supported by reasons and the report may include recommendations for how similar processes may be conducted in future.

## **Section L    Redeployment and Redundancy**

### **L1 - Definitions**

- L1.1        Excess officer means an officer who has been notified in writing by the head of service that they are excess to an ACTPS directorate's requirements because one of the following applies:
- L1.1.1        The officer is included in a class of officers employed in an ACTPS directorate, which class comprises a greater number of officers than is necessary for the efficient and economical working of the directorate.
- L1.1.2        The services of the officer cannot be effectively used because of technological or other changes in the work methods of the relevant directorate or changes in the nature, extent or organisation of the functions of the relevant directorate.
- L1.2        Potentially excess officer means an officer who is formally notified they are likely to become an excess officer in a foreseeable space of time.

### **L2 - Application**

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

### **L3 - Consultation**

- L3.1        Where it appears to the head of service that a position is likely to be either potentially excess or excess to an ACTPS directorate's requirements, and prior to any individual officer(s) being identified, the head of service must, at the earliest practicable time, advise and discuss with the union(s), the following issues (as appropriate in each case):
- L3.1.1        The number and classification of officers in the part of the directorate affected.
- L3.1.2        The reasons an officer is or officers are likely to be excess to requirements.
- L3.1.3        The method of identifying officers as excess, having regard to the efficient and economical working of the relevant directorate and the relative efficiency of officers.
- L3.1.4        The number, classification, location and details of the officers likely to be excess.
- L3.1.5        The number and classification of officers expected to be required for the performance of any continuing functions in the part of the directorate affected.
- L3.1.6        Measures that could be taken to remove or reduce the incidence of officers becoming excess.
- L3.1.7        Redeployment prospects for the officers concerned.
- L3.1.8        The appropriateness of using voluntary retirement.
- L3.1.9        Whether it is appropriate for involuntary retirement to be used if necessary.
- L3.2        The discussions under subclause L3.1 must take place over such time as is reasonable, taking into account the complexity of the restructuring and need for potential excess officer situations to be resolved quickly and must comply with the consultation requirements of F1 -. Any use of involuntary redundancy must be agreed between the head of service and the union(s) at this stage and must not be used without the written agreement of the head of service and the union(s).

- L3.3 The head of service must comply with the notification and consultation requirements for union(s) and Centrelink about terminations set out in the FW Act.
- L3.4 The head of service must, at the first available opportunity, inform all officers likely to be affected by an excess staffing situation of the terms and operation of this section.
- L3.5 Where a redundancy situation affects a number of officers engaged in the same work at the same level, elections to be made voluntarily redundant may be invited.
- L3.6 Nothing in this Agreement prevents the head of service inviting officers who are not in a redundancy situation to express interest in voluntary redundancy, where such redundancies would permit the redeployment of potentially excess and excess officers who do not wish to accept voluntary redundancy.

#### **L4 - Notification**

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

##### **Potentially excess officers**

- L4.2 At the point where individual employees can be identified, the head of service must advise the officer(s) that a position(s) is likely to become excess and that the employee may be affected. In that advice the officer(s) must also be advised that the officer may be represented by a union or other employee representative at subsequent discussions. The head of service must discuss with the officer(s) and, where chosen, the union or other employee representative(s) the issues dealt with in paragraphs L3.1.1 through L3.1.9 (as appropriate in each case).
- L4.3 Potentially excess officers who have not been invited to be voluntarily retired, or who have declined to elect to be voluntarily retired, are subject to the redeployment provisions in clause L4.6.

##### **Excess officers**

- L4.4 Subject to subclause L4.1 the notification of an officer's excess status may only be given when the consultation required under clause L3 - and the consultation required under subclause L4.2 has taken place. Following such consultation, where the head of service is aware that an officer is excess, the head of service must advise the officer in writing.
- L4.5 An excess officer is subject to the redeployment provisions in clause L4.6.
- L4.6 An excess officer who is offered a voluntary redundancy, but who does not accept the offer, is entitled to a 7 month retention period in accordance with clause L6.10.3.

#### **L5 - Redeployment**

- L5.1 Redeployment of potentially excess and excess officers must be in accordance with the officer's experience, ability and, as far as possible, the officer's career aspirations and wishes.
- L5.2 Once an officer has been notified that they are potentially excess or excess in accordance with subclause L4.2 and subclause L4.4 respectively, the officer must be registered by their directorate on the redeployment register.
- L5.3 The head of service must consider a potentially excess or excess officer from other ACT Public Service agencies in isolation for vacancies at the officer's substantive level.
- L5.4 An excess officer (or potentially excess) has absolute preference for transfer to positions at the officer's substantive level and must be considered in isolation from other applicants for any vacancy, which is to be advertised for permanent filling or for a temporary period of 6 months or

more, within the ACTPS. For the purposes of this clause substantive level means the same classification or an alternative equivalent classification in another classification stream where the maximum pay does not exceed the top increment of the officer's current classification by more than 10%. For clarity this does not allow for the transfer of an officer within the same classification stream e.g a SOG B to transfer to a SOG A.

- L5.5 Under this clause an excess officer must be given preference over a potentially excess officer.
- L5.6 An excess officer need only be found suitable, or suitable within a reasonable time (generally 3 to 6 months) to be transferred to a position in accordance with subclause L5.4.
- L5.7 The head of service must make every effort to facilitate the placement of an excess officer, within the service.
- L5.8 The head of service must arrange reasonable training that would assist the excess officer's prospects for redeployment.
- L5.9 The head of service must provide appropriate internal assistance and career counselling and assist as necessary with the preparation of job applications.

## **L6 - Voluntary Redundancy**

- L6.1 Subject to subclause L4.1, at the completion of the discussions in accordance with clause L3 -, the head of service may invite officers to elect to be made voluntarily redundant under this clause.
- L6.2 Where the head of service invites an officer to elect to be made voluntarily redundant, the officer must be provided a consideration period of a maximum of one month from the date of the offer in which to advise the head of service of the officer's election, and the head of service must not give notice of redundancy before the end of the one month consideration period.
- L6.3 To allow an officer to make an informed decision on whether to submit an election to be made voluntarily redundant, the head of service must provide the officer with advice on all of the following:
  - L6.3.1 The sums of money the officer would receive by way of severance pay, pay instead of notice, and paid up leave credits.
  - L6.3.2 The career transition and development opportunities within the ACTPS.
- L6.4 The officer should seek independent advice on all of the following:
  - L6.4.1 The amount of accumulated superannuation contributions.
  - L6.4.2 The options open to the officer concerning superannuation.
  - L6.4.3 The taxation rules applicable to the various payments.
- L6.5 The relevant directorate must supplement the costs of independent, accredited financial counselling incurred by each officer who has been offered voluntary redundancy up to a maximum of \$1000. The head of service must authorise the accredited financial counsellors to invoice the relevant directorate directly.
- L6.6 Subject to subclause L6.7, where the head of service approves an election to be made redundant and gives the notice of retirement in accordance with the PSM Act, the period of notice is one month, or 5 weeks if the officer is over 45 years old and has completed at least 2 years continuous service.
- L6.7 Where the head of service so directs, or the officer so requests, the officer will be retired at any time within the period of notice under subclause L6.6, and the officer must be paid in lieu of pay for the unexpired portion of the notice period.

## **Severance benefit**

- L6.8 An officer who elects to be made redundant in accordance with this clause is entitled to be paid the greater of the following amounts:
  - L6.8.1 An amount equal to 2 weeks of the officer's pay for each completed year of continuous service, plus a pro rata payment for completed months of continuous service since the last year of continuous service. The maximum sum payable under this paragraph is 48 weeks' pay.
  - L6.8.2 An amount equal to 26 weeks of the officer's pay.
- L6.9 For the purpose of calculating any payment instead of notice or part payment, the pay an officer would have received had they been on annual leave during the notice period, or the unexpired portion of the notice period as appropriate, is used.
- L6.10 For the purpose of calculating payment under subclause L6.8 all the following apply:
  - L6.10.1 If an officer has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which they receive a notice of retirement, the pay level is the officer's pay in the higher position at that date.
  - L6.10.2 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.
  - L6.10.3 The inclusion of other allowances, being allowances in the nature of pay, will be subject to the approval of the head of service.
  - L6.10.4 Redundancy pay will be calculated on a proportionate basis where the employee has worked part-time hours during the period of service and the employee has less than 24 years full-time service.

## **L7 - Retention Period for Excess Officers**

- L7.1 An excess officer who does not accept voluntary redundancy is entitled to a 7 month retention period.
- L7.2 The retention period will commence on one of the following days:
  - L7.2.1 On the day the officer is advised in writing by the head of service that the officer is an excess officer.
  - L7.2.2 In the case of an officer who is invited by the head of service to submit an election to be retired - one month after the day on which the election is invited.
- L7.3 At the end of the retention period, if the officer has not been redeployed, the officer must be offered a choice of the following:
  - L7.3.1 A suitable vacant position at the officer's substantive level, to be transferred to in accordance with the PSM Act.
  - L7.3.2 Retirement from the ACTPS with a severance payment which is the equivalent to what the officer would have received had the officer accepted the voluntary redundancy, less the amount of salary that the officer received during the retention period.
- L7.4 To be transferred to a suitable position in accordance with paragraph L7.3.1 an excess officer need only be found suitable, or suitable within a reasonable time (generally 3 to 6 months) to be transferred to the position.

## **L8 - Reduction in Classification**

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

## **L9 - Involuntary Retirement**

- L9.1 An excess officer may be made involuntarily redundant, subject to the agreement of the union(s). This clause applies to excess officers who are not any of the following:
  - L9.1.1 Retired with consent.
  - L9.1.2 Redeployed to another position.
  - L9.1.3 Reduced in classification.
- L9.2 An officer may be involuntarily retired subject to the agreement of the union(s). Such agreement must not be withheld if, during or after 6 months from the date the officer was declared excess, the officer does one of the following:
  - L9.2.1 Does not accept a transfer in accordance with the PSM Act.
  - L9.2.2 Refuses to apply for, or be considered for, a position for which the officer could reasonably be expected to be qualified to perform, either immediately or in a reasonable time.
- L9.3 Where the head of service believes that there is insufficient productive work available for an excess officer during the retention period, the head of service may make the officer involuntarily redundant before the end of the retention period.
- L9.4 An excess officer must not be involuntarily retired if they have not been invited to elect to be voluntarily retired with benefits, or have made such an election and the head of service refuses to approve it.
- L9.5 Where the head of service involuntarily retires an excess officer, the officer must be given no less than 4 weeks' notice of the action proposed; or 5 weeks if the officer is over 45 years old and has completed at least 2 years of continuous service. This notice period must, as far as practicable, be concurrent with the s7 month retention period.

## **L10 - Income Maintenance Payment**

- L10.1 An officer who has been receiving a higher rate of pay for a continuous period of at least 12 months and who would have continued to receive that pay rate, except for the excess officer declaration, must be considered to have the higher pay rate.
- L10.2 This pay is known as the income maintenance pay. The income maintenance pay, where applicable, is used for the calculation of all conditions and entitlements under this clause.
- L10.3 The income maintenance pay exists for the retention period or the balance of the retention period.
- L10.4 If an officer is involuntarily retired, the entitlements, including paying out the balance of the retention periods, where applicable, must be calculated on the income maintenance pay rate. If an officer is involuntarily retired during the retention periods the officer's date of retirement is the date that the officer would have retired after the retention period ceased, not the date of the involuntary retirement. All final entitlements must be calculated from the latter date.
- L10.5 If an officer is involuntarily reduced in classification during the retention period, the officer is entitled to be paid at the income maintenance pay rate for the balance of the retention period.

- L10.6 All allowances in the nature of pay must be included in determining the income maintenance pay rate.

### **L11 - Leave and Expenses to Seek Employment**

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

### **L12 - Use of Personal Leave**

- L12.1 The use of personal leave must not extend the retention periods of an officer unless these periods are supported by a medical certificate or are of such a nature as to make the seeking of employment during certificated personal leave inappropriate.
- L12.2 An officer who is receiving income maintenance must have those payments continued during certified personal leave periods of up to a total of 6 months.

### **L13 - Appeals**

- L13.1 Without affecting the officer's rights under the FW Act, an excess officer has the right under I5.2 to appeal any decision taken in relation to the officer's eligibility for benefits under clause L4.6 , clause L9 -and, the amount of such benefits, or the amount payable by way of income maintenance under clause L10 -.
- L13.2 .An excess officer who received a notice of involuntary redundancy under clause L9.5 has the right under section J to appeal the decision.

### **L14 - Agreement Not to Prevent Other Action**

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

### **L15 - Re-engagement of Previously Retrenched Officers**

- L15.1 Despite the PSM Act, officers who are involuntarily retired from the ACTPS can be engaged at any time by the head of service.
- L15.2 Officers who elect to be made voluntarily redundant under clause L6 - cannot be re-engaged in the ACTPS until a period has expired, which is equivalent in weeks and days to the termination payment received under subclause L6.8 or paragraph L7.3.2, except with the written consent of the head of service.

## **Section M Fire Related Activities**

### **M1 - Application**

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

## **M2 - Fire Trained Employees**

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

## **M3 - Training**

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

## **M4 - Fitness Standards**

- M4.1 All 'fire trained employees' must demonstrate one of the following specified fitness standards on an annual basis:
  - M4.1.1 Arduous: ability to complete a 4.8km hike with a 20kg pack in 45 minutes.
  - M4.1.2 Moderate: ability to complete a 3.2km hike with an 11kg pack in 30 minutes.
- M4.2 'Fire trained employees' who are required to undertake fire suppression tasks on an active fire ground and who are unable to meet the specified fitness standard may be required to participate in a fitness improvement program funded and approved by PCS.
- M4.3 'Fire trained employees' who do not meet the fitness standard must be given adequate support and encouragement to meet the fitness standard but are not eligible to participate in fire suppression tasks until they are able to meet the fitness standard. If possible, these employees must be assigned non fire suppression tasks until they are able to demonstrate the specified fitness standard. If non fire suppression tasks are not available they must be excluded from the readiness roster.

## **M5 - Rostering and Duty Allocation**

- M5.1 All 'fire trained employees' who are approved to undertake fire management tasks must be included on a readiness roster during each bush fire season. The roster must be prepared to take account of employees' leave requirements to the extent possible, provided that all positions on the roster are filled at all times during the bushfire season.
- M5.2 'Fire trained employees' on the readiness roster must undertake nominated duties during regular work hours as directed by the rostered fire duty officer. In the event of a fire, suppression tasks will take priority over the nominated duties.



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

### **M6 - Definition of Incident Levels, Commencement and Cessation**

- M6.1 An incident is defined as an unplanned fire (wildfire) requiring the attendance of an authorised employee or appliance, where that employee or appliance has been directed to attend by a suitably authorised ACT PCS member or the ACT Rural Fire Service (RFS).
- M6.2 For the purposes of Incident Rate of Pay (IROP), the following 3 levels are defined:
- M6.2.1 Level 1 Incident: A small and comparatively simple wildfire that is contained by first response crews without the requirement for a second shift and the incident controller is based in the field. There is no formal declaration of Level 1 Incidents.
  - M6.2.2 Level 2 Incident: A larger or more complex incident where sectors and an incident management team have been established to effectively manage resources, is attended by more than one agency, may involve more than one shift and has been declared a Level 2 Incident by the Senior Manager, Fire PCS.
  - M6.2.3 Level 3 Incident: A large or complex incident where divisions, sectors and an incident management team have been established to effectively manage resources, is attended by more than one agency, involves more than one shift and has been declared a Level 3 Incident by the Senior Manager, Fire PCS.

### **M7 - Definitions for Fire-related activities**

- M7.1 The following definitions apply to fire-related activities:
- M7.1.1 Standby – means to be ready or available to act and be prepared for advice to proceed.
  - M7.1.2 Stand down – means to end a period of standby, return to normal duty.
  - M7.1.3 Readiness roster – means a roster detailing employees available for standby.

### **M8 - Incident Rate of Pay (IROP)**

- M8.1 IROP is payable from when a 'fire trained employee' is deployed to an incident from their depot or overnight accommodation by a suitably authorised ACT PCS member or the ACT RFS, until they return to their depot or overnight accommodation. IROP is not payable in the event that an employee is deployed to an incident but the deployment is cancelled before they arrive at the incident.
- M8.2 An incident can be physically located either within or outside the Australian Capital Territory (ACT). IROP is not payable during the travel stage both from and back to the ACT.
- M8.3 IROP is not payable during periods of standby, or for prescribed burning activities.
- M8.4 IROP payments do not count as salary for any other purpose. Payment must be made as higher duties allowance (HDA) at the top increment of the pay scale as provided for in this clause.
- M8.5 The IROP Payments are (Incident Position, Rate of Pay (Paid at Top Increment)):
- M8.5.1 Level 1 Incident
    - M8.5.1 (a) Crew Member, GSO 5
    - M8.5.1 (b) Crew Leader (light unit, tanker, RAFT), GSO 6
    - M8.5.1 (c) Sector Leader (Incident Controller for Level 1), GSO 8
  - M8.5.2 Level 2 Incident
    - M8.5.2 (a) Crew Member, GSO 6

- M8.5.2 (b) Crew Leader (light unit, tanker, RAFT), GSO 7
- M8.5.2 (c) Sector Leader, GSO 9
- M8.5.2 (d) Divisional Commander, GSO 10
- M8.5.2 (e) Incident Management Team (IMT) member, ASO 6
- M8.5.2 (f) Operations Officer, Logistics Officer, Planning Officer (IMT), SOG C
- M8.5.2 (g) Incident Controller, SOG B

**M8.5.3 Level 3 Incident**

- M8.5.3 (a) Crew Member, GSO 7
- M8.5.3 (b) Crew Leader (light unit, tanker, RAFT), GSO 9
- M8.5.3 (c) Sector Leader, GSO 10
- M8.5.3 (d) Divisional Commander, SOG C
- M8.5.3 (e) Incident Management Team (IMT) member, SOG C
- M8.5.3 (f) Task Force Leader, SOG C
- M8.5.3 (g) Liaison Officer, SOG C
- M8.5.3 (h) Fire Behaviour Analyst, SOG B
- M8.5.3 (i) Operations Officer, Logistics Officer, Planning Officer (IMT), SOG B
- M8.5.3 (j) Incident Controller, SOG A

- M8.6** Where an employee's ordinary hourly rate of pay exceeds the IROP payable, the employee will be paid at their ordinary hourly rate of pay.

## **M9 - Other Payments and Benefits**

- M9.1** The travel allowance provided at Annex C of this Agreement is paid for travel between work locations where an employee is directed to undertake fire standby duties at a location other than their normal work location and is required to travel to the standby location in their own motor vehicle.
- M9.2** 'Fire Fighters leave' accrues (pro rata) at the rate of half a day for each Saturday or Sunday worked in a fire season, to a total of 5 days leave. That is, for each Saturday or Sunday that an employee works, an employee will accrue a half day of leave, so if they work a whole weekend they will have accrued one full day of leave. If there are any changes to the Fire Danger and Readiness levels, as set by the ACT PCS, this will trigger a review of the above agreed terms.
- M9.3** The maximum total additional leave under subclause M9.2 and subclause E7.7 and subclause E7.8 is 5 days of paid annual leave per year.
- M9.4** 'Fire trained employees' who undertake fire management duties, attend the fire preparedness day, satisfy the fire competency at the arduous fitness standard and are registered under WWVP, must be paid a Training and Fitness payment of \$200. Where a 'fire trained employee' otherwise meets the above criteria but only satisfies the fire competency at the moderate fitness standard, a payment of \$100 must be made.

## PART 2: EDUCATION DIRECTORATE SPECIFIC CONDITIONS

### Section N Teaching as a Profession

#### N1 - Professional Registration

- N1.1 Teachers employed by the directorate are required to have professional registration (Full, Provisional or Permit to Teach) with the ACT Teacher Quality Institute, in accordance with the *ACT Teacher Quality Institute Act 2010* and Regulations.
- N1.2 Where a teacher no longer has professional registration, for example, by not reaching the required probation and full registration standard, by failing to renew registration or if the ACT Teacher Quality Institute cancels registration, this may result in the termination of the teacher's employment with the directorate.
- N1.3 As an incentive for recently retired teachers or for teachers to return from long-term leave, these teachers are eligible to seek reimbursement on their return to work for professional teacher registration and Working with Vulnerable People registration costs. The head of service may approve reimbursement subject to eligibility.

#### N2 - Public Sector Conduct

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

#### N3 - Code of Conduct for Teachers, School Leaders and Principals

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

#### N4 - Developing Classroom Teachers

- N4.1 The following three stages for classroom teachers have been included for the purposes of targeting development and support and identifying expectations of performance and professional responsibilities:
- |        |                        |                                     |
|--------|------------------------|-------------------------------------|
| N4.1.1 | New Educators          | at increments 1.1 to 1.3TL1 to TL 3 |
| N4.1.2 | Experienced Teachers 1 | at increments 2.1 to 2.4            |
|        | Experienced Teachers 2 | at increments 3.1 and 3.2.          |
- N4.2 From 27 January 2024, the following two stages for teacher levels have been included for the purposes of targeting development and support and identifying expectations of performance and professional responsibilities:
- |        |                      |             |
|--------|----------------------|-------------|
| N4.1.1 | New Educators        | TL1 to TL 3 |
| N4.1.2 | Experienced Teachers | TL4 to TL8  |

## **N5 - New Educator Development**

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

### **New Educator Induction**

- N5.2 All new educators will participate in a five day induction program on commencement of employment and prior to the commencement of the school year.
- N5.2.1 Where a new educator commences part way through the school year, the induction program may be scheduled during stand down or during a combination of stand down and the designated annual leave period.

### **New Educator Support**

- N5.3 New educators have reduced face-to-face teaching hours to facilitate enhanced support and mentoring.
- N5.4 From the commencement of the agreement, new educator face to face teaching hours are as follows:
- N5.4.1 In year one, the maximum face-to-face teaching hours per new educator is one of the following:
    - N5.3.1 (a) 19.5 hours per week in preschools and primary schools.
    - N5.3.1 (b) 18 hours per week in high schools and colleges.
  - N5.4.2 In years two and three, the maximum face-to-face teaching hours per new educator per year is one of the following:
    - N5.4.2 (a) 20.5 hours per week in preschools and primary schools.
    - N5.4.2 (b) 18.5 hours per week in high schools and colleges.
- N5.5 From 27 January 2024, new educator face to face teaching hours are as follows:
- N5.5.1 In year one, the maximum face-to-face teaching hours per new educator is one of the following:
    - N5.5.1 (a) 18.5 hours per week in preschools and primary schools.
    - N5.5.1 (b) 17 hours per week in high schools and colleges.
  - N5.5.2 In years two and three, the maximum face-to-face teaching hours per new educator per year is one of the following:
    - N5.3.2 (a) 19.5 hours per week in preschools and primary schools.
    - N5.3.2 (b) 17.5 hours per week in high schools and colleges.

- N5.6 This time is to be used flexibly to provide a coaching and mentoring support program designed to meet the development needs of each first year teacher. The specific organisational details will be decided by the school in adapting the program for the teacher over time, for example:
- N5.6.1 Releasing the new educator and/or the mentoring teacher, as appropriate.
  - N5.6.2 Allocating the time weekly, fortnightly or monthly for planned purposes. or
  - N5.6.3 Concentrating the time allocation and support program within an appropriate period, e.g. within the first semester.
- N5.7 In addition to the reduction in face-to-face teaching hours, the new educator support program will provide resources to schools for a total of 6 days for each new educator. These days are in addition to the 2 days of approved professional learning detailed in subclause N7.1.
- N5.8 New educators appointed with one year of teaching experience but less than 4 years of teaching experience will have their entitlement to new educator support days allocated on a prorated basis in accordance with the *New Educator Support Guidelines*.
- N5.9 New educators negotiate with their supervisor during term 1 each year a New Educator Support Plan outlining the intended use of the new educator support days for that year. The New Educator Support Plan should be attached to their performance and development plan (probationary assessment).

## **N6 - Highly Accomplished and Lead Teacher (HALT)**

- N6.1 The directorate and the AEU value and encourage great teaching through recognition and reward for teachers who achieve high standards of excellence, as described in the *Australian Professional Standards for Teachers* (the Standards).
- N6.2 Principals are encouraged to discuss certification at the Highly Accomplished Teacher or Lead Teacher career stages of the Standards with staff through the performance and development discussion and to offer support as they engage with the certification process.
- N6.3 The head of service must provide a financial reward to teachers in the classifications of Classroom Teacher, Teacher Level and School Leader C who achieve certification at the Highly Accomplished Teacher or Lead Teacher career stages.
- N6.4 The financial reward will be effective from the 27 January each year, comprising one of the following:
- N6.4.1 An additional salary increment for teachers on the Classroom Teacher s Classification Structure or the Teacher Level Classification Structure
  - N6.4.2 A HALT payment for teachers at the top of the Classroom Teacher Classification Structure or Teacher Level Classification Structure or at the top of the School Leader C classification, to be paid fortnightly for one calendar year.

Date	Jan-23	Jun-23	Dec-23	Jun-24	Dec-24	Jun-25	Dec-25
Increase	1.79%	1.00%	1.74%	1.50%	2.44%	1.00%	1.93%
HALT Payment	\$6,814	\$6,882	\$7,002	\$7,107	\$7,280	\$7,353	\$7,495

- N6.4.3 The payment at subclause N6.4.2 will be paid to part-time teachers on a pro

rata basis.

- N6.5 HALT entitlements for interstate teachers whose certification is recognised by TQI will be determined by the head of service on a case-by-case basis with regard to entitlements awarded by the certifying state and remaining years of the current certification period.
- N6.6 Teachers who achieve certification at the higher career stages of the Standards will be encouraged to take up leadership roles in modelling exemplary teaching practice and in building capacity for excellent teaching within schools and across the system.

## **N7 - Annual Professional Learning Program**

- N7.1 The directorate and the AEU agree that continuing professional learning and development should build and support quality teaching through both of the following:
- N7.1.1 Aligning professional learning with the core role of teachers as outlined in subclause P1.1.
  - N7.1.2 Making time during normal working hours for all teachers to engage in professional learning communities to build capacity to improve student learning in the classroom.
- N7.2 Generally, a working day prior to the first day of the school year (i.e. the day prior to the planning day) will be a designated system induction day.
- N7.2.1 On this designated day, no school or system professional learning activities for classroom teachers can be scheduled, except for the system induction day.
  - N7.2.2 Teachers not required to attend the system induction day may elect to undertake personal learning and development on this day.
- N7.3 All full-time teachers are required to participate in a minimum of 2 days per year of approved professional learning. This professional learning must be allocated as the following.
- N7.3.1 One day is devoted to a whole of system/whole of sector priority as determined by the directorate and conducted in a designated stand down period. By the end of October each year, the directorate will advise whether this system day is required for the following school year.
  - N7.3.2 One day is identified by the school for school based professional learning activities and conducted in a designated stand down period.
  - N7.3.3 When the system day is not required, this day may be used in accordance with subclause N7.3.2.
  - N7.3.4 Wherever possible, the 2 days of approved professional learning at subclause N7.3.1 and subclause N7.3.2 are to be scheduled between the end of designated annual leave and the start of the school year.
- N7.4 Following final determination of dates for system and school professional learning days provided under subclause N7.3.1 and subclause N7.3.2, each principal will develop an annual professional learning program, which integrates these 2 days and the professional learning community programs at clause N8. The plan will take account of the *Sustainable Workload Management and Practice Guidelines*.
- N7.5 The principal will provide written advice to staff as soon as practicable after the start of the school year specifying all of the following:
- N7.5.1 Dates of professional learning activities, together with any other relevant information concerning the activity to be undertaken during each school term.
  - N7.5.2 Scheduling of professional learning community programs during the school year.

- N7.5.3 The requirement to attend the 2 days of approved professional learning at subclause N7.3.1 and subclause N7.3.2 or to seek a variation under subclause N7.10.
- N7.6 Part-time teachers' minimum professional learning days will be calculated on a pro rata basis. Distribution of these days will be negotiated with the principal, and will normally involve attendance for the whole of a professional learning activity. To accommodate such attendance, the principal may do one of the following:
- N7.6.1 Negotiate a variation of attendance at another time so that normal hours of work for the week are not exceeded.
- N7.6.2 Elect to pay the teacher for attendance beyond their usual hours of duty on the day of the professional learning activity.
- N7.7 To maximise capacity to plan for attendance at professional learning activities, professional learning for both school based and office based teachers should be scheduled in accordance with the principles outlined in clause P7 of this Agreement.
- N7.8 The school's annual professional learning program should include all of the following:
- N7.8.1 Coherent program, consistent with the system or school development plan and/or an individual's performance and development plan.
- N7.8.2 Enhance the knowledge or skills of teachers that will lead to improved student learning;
- N7.8.3 Enable teachers to reflect on their current practice;
- N7.8.4 Typically involve teachers in collaboration with other teachers or relevant professionals.
- N7.8.5 Typically lead to follow up activities such as further research, discussion, experimentation or collaboration.
- N7.8.6 Provide teachers with opportunities to develop leadership capabilities.
- N7.8.7 Build quality teaching practice.
- N7.9 Principals are required to maintain an accurate record of teachers' attendance at professional learning activities.
- N7.10 A teacher who cannot attend a professional learning activity on the 2 approved professional learning days at subclause N7.3.1 and subclause N7.3.2 may do one of the following:
- N7.10.1 Request approval to make up the professional learning activity at an alternate time agreed with the principal.
- N7.10.2 For absences known in advance, submit an application for leave in advance of the absence, accompanied by relevant documentation.
- N7.10.3 For unexpected absences, submit an application for leave accompanied by the appropriate documentation as soon as the teacher returns to work.
- N7.11 In accordance with clause F4 -, any request for personal leave under subclause N7.3.1 and subclause N7.3.2 must be accompanied by a medical certificate from a registered health professional or by reasonable evidence that the leave is essential at that time.
- N7.12 Any teacher not attending professional learning who is not covered by subclause N7.10.1, subclause N7.10.2, or subclause N7.10.3 will be deemed to be on unauthorised leave without pay.
- N7.13 Non-attendance at required professional learning may constitute misconduct and could be subject to disciplinary proceedings.

- N7.14 Principals (SLA) will participate in an additional five days of professional learning to be acquitted by 1 November each year. The purpose of these additional days is to undertake all of the following:
- N7.14.1 Strategic planning and professional development for the school, cluster or system.
  - N7.14.2 Planning and organisation of professional learning for other school employees.
  - N7.14.3 Attendance at educational conferences or meetings.
  - N7.14.4 Personal professional development.

### **N8 - Professional Learning Community Program**

- N8.1 Teaching improves when teachers learn from each other. Research indicates that regular, structured, collaborative professional learning programs in schools, known as 'professional learning communities', have a direct impact on continuous improvement of teaching and learning in the classroom. Teachers participating in professional learning communities regularly come together to engage in professional conversations and investigations at the workplace. With the support of colleagues, each teacher can focus attention on addressing educational issues directly relevant to their students' learning needs in the classroom and to their own teaching practice to meet these needs.
- N8.2 Professional learning community programs include all of the following (but are not limited to):
- N8.2.1 Peer observation in the classroom and feedback.
  - N8.2.2 Analysis of evidence for student learning.
  - N8.2.3 Examination and development of teaching practices to meet student learning needs.
  - N8.2.4 School based action research groups.
- N8.3 Schools' professional learning community programs should build quality teaching practice. School based professional learning community programs are to be conducted during the school's required hours of attendance at clause P1.
- N8.4 The focus for professional learning community programs at the school will be designed by the participating teachers in consultation with their supervisor(s) and principal. Programs will be designed to support teachers to develop their professional knowledge, professional practice and professional engagement in order to meet expectations of performance and professional responsibilities as they progress through each of the following stage:
- N8.4.1 New Educator – meet the Proficient Teacher career stage of the Standards in order to achieve full teacher registration and develop along the classroom practice continuum within the Proficient Teacher career stage.
  - N8.4.2 Experienced Teachers – further develop along the classroom practice continuum within the Proficient Teacher career stage.
- N8.5 Casual teachers regularly engaged by the school are to be included in professional learning community programs. The directorate, supported by the AEU, will actively promote a broad range of professional learning opportunities for casual teachers, including programs directly related to the craft of relief teaching.

## **Section O Workplace Health and Safety**

### **O1 - Safety in the Workplace**



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

## **O2 - Health and Safety Representatives**

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

## **Section P Core Role of Teachers**

### **P1 - Professional Responsibilities of Teachers**

- P1.1 The core role of teachers is to improve student learning. Within this core role, the professional responsibilities and regular pattern of work of a teacher includes all of the following:
  - P1.1.1 Instruction of students;
  - P1.1.2 Supervision of students.
  - P1.1.3 Curriculum planning.
  - P1.1.4 Assessment of student learning.
  - P1.1.5 Reporting of student learning.
  - P1.1.6 Parent/teacher interviews.
  - P1.1.7 Professional learning.
- P1.2 A teacher's duties also includes attendance at meetings and activities to enrich the educational experiences of students, subject to the requirements to negotiate and review in accordance with the *Sustainable Workload Management and Practice Guidelines*.
- P1.3 The remuneration package paid to teachers is for the total performance of their professional responsibilities and not simply for hours spent at the workplace.
- P1.4 In recognition of teachers' professional responsibilities, the pattern of required hours of attendance outside of timetabled face-to-face teaching may vary from school to school and may be negotiated with the principal on an individual or collective basis. Such arrangements must be recorded and must contain a mechanism for review at least once each year. These variations will

be made in accordance with clause A8 of this Agreement.

- P1.5 The required hours of attendance for a part time teacher are pro rata, based on their part time fraction.

### **Release Time and Reasonable Breaks**

- P1.6 In negotiating the hours of attendance under clause P1.4, schools will have regard to the requirement to set aside reasonable time for curriculum planning, lesson preparation, assessment and reporting (release time). The Directorate and the AEU acknowledge that release time may fall both within and outside of the required hours of attendance. While the amount of release time required may vary, it is recognised that a minimum of 10 hours per week of release time will generally be required for a classroom teacher.
- P1.7 A classroom teacher will be provided no less than 3 hours per week (or an average of 6 hours a fortnight) of release time which must be scheduled during hours of student attendance generally between 8.30am and 3.30pm. The timing and pattern of release time may be negotiated in accordance with clause P1.4. To provide flexibility, teachers and their supervisors may agree to vary the timing or pattern of release time. However, release time must be provided in blocks of:
- P1.7.1 no less than 1 full school period or greater in secondary settings; or
- P1.7.2 45 minutes or longer in primary or specialist school settings, with the goal being to provide blocks of 1 hour or more wherever practicable.
- P1.7 Clause P1.7 will apply pro-rata to part-time staff and school leader staff, with the exception that P1.7.1 or P1.7.2 will apply.
- P1.8 Teachers are entitled to access reasonable breaks during the working day free from any directed duties. The minimum break over a school day is 30 minutes within the first 5 hours of work, as provided for in clause B17.11. This is in addition to release time. The duration of such a break is not included in the required hours of attendance detailed in subclause P1.4.

## **P2 - The School Year**

- P2.1 The school year is a maximum of 197 days in length.
- P2.2 The first day of each school term is a day when schools are not open for student attendance to support teacher planning, collaboration and professional development.

## **P3 - The Teaching Year**

- P3.1 The teaching year is the period during which the school is open for student attendance.
- P3.2 The teaching year is 193 days for the preschool, primary and secondary sectors. However, in colleges, 167 days are teaching days with the balance acquitted through assessment, moderation and other teaching and learning related activities.
- P3.3 Any adjustment to the number of teaching days specified must be approved by the head of service.

## **P4 - Class Sizes**

- P4.1 The directorate and the AEU recognise the fundamental contribution of class size to the learning outcomes for students, quality of teaching, and the health and wellbeing of teachers as outlined in the agreed *EDU and AEU Class Sizes Policy*.

- P4.2 Any matter arising from this policy can be managed or resolved in accordance with clause I3 of the Agreement.

### **P5 - Face-to-Face Teaching**

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

### **P6 - Face-to-Face Teaching Loads**

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

#### **Preschools and primary schools**

- P6.2 Classroom teachers in preschools and primary schools may be required to teach a maximum of 21 hours face-to-face per week.
- P6.3 New educators may be required to teach maximum face-to-face hours per week as outlined in subclause N5.3.1(a), subclause N5.3.2(a) of this Agreement.
- P6.7 School Leader Cs (SLCs) may be required to teach a maximum of 16 hours face-to-face per week.
- P6.8 SLCs at Birrigai@Tidbinbilla, Jervis Bay School and the Cooperative School may be required to teach a maximum of 12 hours face-to-face per week on the basis that there is no School Leader Bs (SLBs) in the school leadership structure.
- P6.9 SLBs may be required to teach a maximum of 8 hours face-to-face per week.
- P6.10 There are no teaching load requirements specified for School Leader As (SLAs).
- P6.11 Other arrangements in respect of playground duty supervision and other non-teaching requirements of teachers will be set by each school on the basis of their staffing provisions.

#### **High schools and colleges**

- P6.12 Classroom teachers in high schools and colleges may be required to teach a maximum of 19 hours face-to-face per week averaged over the teaching year. However, face-to-face teaching loads should not exceed 20 hours per week unless alternative teaching arrangements have been agreed between the principal and the teacher, such as one of the following:
- P6.12.1 The teacher requests the average hours as part of a flexibility arrangement in accordance with section E.
  - P6.12.2 There is a short term need at the school and where exceptional circumstances justify it.
- P6.13 New educators may be required to teach maximum face-to-face hours per week as outlined in subclause N5.3.1(b) and subclause N5.3.2(b) of this Agreement.

- P6.14 SLCs may be required to teach a maximum of 12 hours face-to-face per week.
- P6.15 SLBs may be required to teach a maximum of 8 hours face-to-face per week.
- P6.16 There are no teaching load requirements specified for SLAs.
- P6.17 Other arrangements in respect of playground duty supervision and other non-teaching requirements of teachers will be set by each school on the basis of their staffing provisions.

#### **Alternative settings**

- P6.18 Classroom Teachers, SLCs and SLBs in alternative settings may be required to undertake face-to-face teaching loads up to the maximum specified for the section of the school in which they work (e.g. preschool, primary school, high school or college).
- P6.19 The principal will facilitate procedures for the collation of data on teaching loads at least annually.

#### **Variation in face-to-face teaching loads**

- P6.20 With approval from the relevant Director School Improvement (DSI), principals may vary face-to-face teaching loads for individual teachers within the maximum specified within the relevant sectors. The purpose for which such variations may be approved will be related to professional responsibilities in accordance with clause P1.

### **P7 - Scheduling of meetings and other activities**

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

### **P8 - Sustainable Management of Workload and Practice**

- P8.1 The directorate is committed to workload reduction and will establish a joint Sustainable Workload Management Committee (SWMC) with the AEU to review systems-level workload priorities and to clarify the work that must be done by schools.
- P8.1 The directorate and the AEU acknowledge both of the following:
  - P8.1.1 The current level of workload is an issue that needs to be addressed.
  - P8.1.2 Workload should be monitored at all levels to ensure equitable distribution and the maintenance of a healthy and productive workplace.
- P8.2 The directorate has responsibility for management of workload issues to ensure consistency. The directorate acknowledges this responsibility by taking a supportive, problem-solving and preventative approaches to teacher workload.
- P8.3 Good management practices in every school includes the regular review of work practice and

general procedures in the workplace.

- P8.4 Schools must develop a School EA Implementation Plan (Plan) annually, in accordance with the agreed template, to effectively manage the workload of teachers, in consideration of the school's educational programs and operational requirements, ensuring that they are able to focus on their core role.
- P8.5 The Plan must be developed and completed by the Principal in consultation with the school executive team and teaching staff in the school.
- P8.6 The Principal will finalise the Plan, in agreement with the AEU Sub-Branch President or representative, and the Plan will be provided to all teaching staff in the school and the relevant DSI in Term 1.
- P8.7 The directorate and the AEU will monitor the implementation of this clause for employees covered by this Agreement.

## **P9 - Information and Communication Technologies**

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

## **Section Q Means of Engagement**

### **Q1 - Permanent Employment**

- Q1.1 In accordance with the PSM Act, unless otherwise determined by the head of service, all teachers are appointed on probation. Appointment on probation applies regardless of the classification at which an appointment is made.
- Q1.2 At the time of an offer of employment on probation, the head of service will inform the person in writing of the period of probation that will apply.
- Q1.3 In recognition of the complex nature of teaching, the probationary period applicable to all teachers is 12 months for fully registered teachers, and up to 15 months for provisionally registered teachers, unless otherwise determined by the head of service.
- Q1.4 If the head of service considers that further time is needed for a fair assessment to be made, the period of probation may be extended. The head of service will inform the teacher in writing of this decision before the end of the initial probationary period.
- Q1.5 A decision of the head of service to accept the recommendation to terminate the appointment of an officer on probation, in accordance with the PSM Act, is excluded from the section I and section J of this Agreement.
- Q1.6 To avoid doubt, an officer on probation is able to seek a review of the officer's probation under the internal review procedures contained in section I of this Agreement, except in relation to a decision to terminate the officer's employment.

- Q1.7 Directorate support provided to teachers on probation includes all of the following:
- Q1.7.1 Induction.
  - Q1.7.2 Orientation at the school level.
  - Q1.7.3 Coaching/mentoring.
  - Q1.7.4 Reduced face-to-face teaching hours for new educators, as outlined in clause N5 of this Agreement.
  - Q1.7.5 Additional professional learning, as outlined in clauses N7 and N8 of this Agreement.

#### **Salary on engagement**

- Q1.8 From the commencement of the Agreement teachers are placed on the Classroom Teacher Classification Structure, and from 27 January 2024 the Teacher Level Classification Structure, detailed at Annex A of this Agreement, based on recognition of qualifications and prior experience, including both teaching and other work experience. All prior experience will be recognised in full years only.
- Q1.9 Details on recognition of additional qualifications and prior experience are contained in *Guidelines for Incremental Salary Advancement*.

### **Q2 - Temporary Employment**

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

#### **Continuous service and conditions of employment**

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

- Q2.11 If a teacher engaged on a temporary contract for term 4 has not been offered a contract for at least term 1 of the new school year by the designated pay out date but subsequently accepts a contract for at least term 1 of the next school year prior to the first working day following 26 January, the commencement date of the new temporary contract will be the day following the end of the designated annual leave period.
- Q2.12 If a teacher is offered a temporary contract at any time during week one of term 1, the start date of the contract must be from the first day of attendance at the workplace.
- Q2.13 A teacher who has successive temporary contracts on either side of a stand down period will receive payment for the stand down period.

#### **Salary on engagement**

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

### **Q3 - Casual Employment**

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

#### **Casual pay arrangements**

- Q3.5 There are 2 categories of casual teacher payment– Casual teacher rate 1 and Casual teacher rate 2 detailed at Annex A :-
- Q3.5.1 Casual teacher rate 2 will be paid to teachers who meet one of the following:
- Q3.5.1 (a) If eligible to be employed on long term contract or as a permanent teacher would be entitled to payment at top of the classroom teacher salary scale.
- Q3.5.1 (b) Have been employed at the top of the classroom teacher scale or in a promotions position in an ACT Government public school or equivalent.
- Q3.5.1 (c) Have completed the equivalent of seven years recognised full time service.
- Q3.5.2 Casual teacher rate 1 will be paid to casual teachers other than those paid in accordance with subclause Q3.5.1.
- Q3.6 A rate equivalent to 3 hours pay will be payable to teachers engaged for casual relief who are advised that their services are not required after a firm booking unless 24 hours prior notice is given.
- Q3.7 Unless otherwise agreed by the teacher, the minimum payment on each occasion when a casual teacher is called for and attends for duty will be 3 hours, whether or not the casual teacher is required to work for those 3 hours.
- Q3.8 When a teacher engaged for casual relief attends for less than the normal school day the teacher will receive 1/6th of the appropriate daily rate for each hour or pro rata hour of attendance.

#### **Conditions of employment**

- Q3.9 A casual teacher is not eligible for paid leave other than long service leave and family, domestic or sexual violence leave.
- Q3.10 Casual teachers undertaking relief for a class (primary) or teaching load (secondary) for more than 5 continuous days will be expected to perform duties in accordance with subclause P1.1 and relevant face-to-face teaching in accordance with clause P5 and clause P6 of this Agreement.
- Q3.11 Casual teachers will have access to professional learning opportunities, which may be funded by schools.
- Q3.12 Teachers engaged, subject to subclause Q3.10, for casual relief will not be expected to perform duties outside the hours of the ordinary program of the school at which they are engaged.
- Q3.13 When a school decides to cancel the services of a teacher engaged for casual relief for reasons related to professional values or behaviours, the principal will provide counselling to the teacher engaged for casual relief in accordance with clause G3 of this Agreement.
- Q3.14 Eligible casual teachers will receive payment of up to 2 days professional development for induction, mandatory training, and other professional learning as determined by the directorate.

#### **Access to ICT**

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

#### **Q4 - Permit to Teach Employees**

- Q4.1 Permit to teach employees are employees who have attained a permit to teach with TQI.
- Q4.2 Permit to teach employees may be engaged for casual or temporary employment but will not be eligible for permanent employment.
- Q4.3 Pay rates for Permit to Teach employees are contained in Annex A of this Agreement.



- Q4.5 Permit to teach employees are not yet fully qualified teachers and must be appropriately supervised
- Q4.6 A maximum of 6 weeks paid practicum leave (pro rata) is available to temporary permit to teach employees to enable them to undertake their final year practicum placement/s. Paid practicum leave for permit to teach employees will be paid at the same rate worked immediately before commencing paid practicum leave.

## Section R Workforce Management

### R1 - Workforce Planning

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

### R2 - Principal, School Leader and Teacher Placement

- R2.1 In this section, the term 'school' will be used to mean school and Education Support Office (ESO).
- R2.2 DSIs, principals and managers plan the optimum placement end dates of individual principals/school leaders/teachers, and subsequent transfer, through the career development discussions with reference to principals'/school leaders'/teachers' career plans and the need to sustain and renew educational programs. Such discussions with principals/school leaders/teachers will be conducted in accordance with the *Career Development Discussion Guidelines*.
- R2.3 All placements of principals/school leaders/teachers are for a maximum of 5 years. The placement end date is 26 January, after the final year of placement. Details of placements are as follows:
- R2.3.1 All permanent principals/school leaders/teachers have been advised of their placement end date. These will not change as a result of the provisions in this section.
  - R2.3.2 Placement end dates will not be varied to account for periods of leave or temporary transfer.
  - R2.3.3 Generally, a principal's/school leader's/teacher's first placement in a school or ESO position will be for 5 years.
  - R2.3.4 Graduate teachers are initially placed for 5 years, including any period of temporary position placement or contract at the school to which they are appointed.
  - R2.3.5 Subsequent placements for all principals/school leaders/teachers are for periods up to 5 years.
  - R2.3.6 There is no limit on the number of times a principal's/school leader's/teacher's placement at a school can be continued for periods of up to 5 years.

- R2.4 The DSI, principal or manager will review a principal's/teacher's placement end date through the career development discussion early in the year prior to its effect. This review will determine whether the principal/teacher will do one of the following:
- R2.4.1 Continue their placement at the school for another period of up to 5 years.
- R2.4.2 Apply for transfer, to take effect from 27 January in the following year.
- R2.5 The DSI, principal or manager will advise the principal/teacher in writing of the decision concerning their placement end date following the career development discussion and no later than the end of term 2.
- R2.6 The principal or manager must maintain flexibility in managing their teaching workforce in order to provide for the educational needs of students and to achieve the objectives of teacher transfer, as outlined in clause R3 of this Agreement.
- R2.7 A principal/teacher may seek to have the grounds for the decision concerning their placement end date reconsidered by informing their DSI, principal or manager within 14 calendar days of receipt of the decision. The reconsideration will be undertaken by a panel comprising the Executive Group Manager, School Improvement or DSI, a principal from another school and an AEU nominee.
- R2.8 The DSI, principal or manager will give due consideration to individuals' personal circumstances and needs in making decisions concerning teacher transfer or continuation of placement.
- R2.9 The head of service has the right and obligation to place permanent principals/teachers in suitable positions, as required. This requirement takes precedence over any other method of filling vacancies.

### **R3 - Teacher and School Leader Transfer**

- R3.1 Teacher and school leader transfer links closely with quality teaching, professional learning, career planning, performance management and leadership development in helping to develop a capable and sustainable teaching workforce. By transferring to new settings throughout their careers, classroom teachers and school leaders gain a broad experience and contribute to renewal of school communities through incorporation of new perspectives.
- R3.2 All teachers and school leaders have a responsibility to plan their career pathways and professional growth, including placement and transfer options, through the *Teacher, School Leader and Principal Performance and Development Framework*.
- R3.3 Transfer must not be used to solve performance issues. Any teacher or SLB/SLC undergoing an underperformance process, in accordance with clause H2, will not be permitted to transfer until they have undertaken sufficient development with principal/manager and colleague support.
- R3.4 All teachers and school leaders may apply for transfer at any stage during their placement.
- R3.5 Where a teacher or school leader wishes to apply for transfer prior to the end of their placement, they should advise their principal/manager or DSI of this intention as soon as possible. In dealing with compassionate transfers, special consideration of an individual's circumstances and needs will occur.
- R3.6 In consultation with the AEU, the directorate will review the Procedures for Filling Classroom Teacher Vacancies within 12 months of the commencement of this Agreement and the School Leader Vacancies Guideline within 18 months of the commencement of this Agreement.
- R3.7 Unless specifically referred to in this section, the provisions outlined in this section apply to the exclusion of provisions contained in the PSM Act and any related provisions contained in the PSM

Standards.

#### **Incentives to transfer**

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

#### **Employer initiated transfer allowance**

- R3.10 The head of service may apply an allowance to attract experienced teachers to schools where they are needed most across the system.
- R3.11 The circumstances in which the allowance will be applied will be at the discretion of the head of service.

#### **Annual classroom teacher transfer process**

- R3.12 Teachers identified for transfer must be considered for placement through the annual teacher transfer process. Vacancies unable to be filled through transfer or central placement will go to open advertisement in accordance with subclause R4.1.
- R3.13 The objectives of the transfer process are the following:
- R3.13.1 To ensure that all vacancies are able to be efficiently and effectively filled by the end of the school year.
  - R3.13.2 To provide opportunities for current teachers to transfer within the ACT public school system.
- R3.14 The decision that a teacher will transfer can be withdrawn by mutual agreement between the teacher and principal.
- R3.15 The onus is on the teacher to nominate a reasonable range of positions/schools to enable successful transfer. Principals have a responsibility to support the teacher in this process and support career development through the performance and development plan.
- R3.16 A teacher who is unsuccessful in transferring at the end of their nominal placement at a school will be placed in accordance with subclause R2.9.
- R3.17 Further details on the transfer process are documented in the *Procedures for Filling Classroom Teacher Vacancies*.

### **R4 - Classroom Teacher and School Leader Vacancies**

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

### **R5 - Employing Graduate Teachers**

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

### **R6 - Joint Selection Committees**

- R6.1 The Directorate is committed to the use of joint selection committees for teacher and school

leader vacancies.

- R6.2 The composition of the Joint Selection Committee (JSC) must be in accordance with the *Procedures for Filling Classroom Teacher Vacancies* and *School Leader Vacancies Guidelines*. Members of a JSC must have appropriate training, skills and experience.
- R6.3 The directorate will continue to provide agreed selection committee training and will maintain a list of teachers who have completed such training.

### **R7 - Review**

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

## **Section S School Leadership**

### **S1 - School Leadership**

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

### **S2 - Professional Learning**

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

### **S3 - Career Development for School Leader C**

- S3.1 All employees should be afforded a continuum of leadership development opportunities in accordance with the *ACT School Leadership Strategy*. All employees in the SLC classification will be provided opportunities and strongly encouraged to develop the full range of school leadership capabilities within each placement period at a school to support career progression.
- S3.2 To facilitate this, the SLC classification will include a role emphasis on either school operations or professional practice i.e. Executive Teacher, School Operations and Executive Teacher, Professional Practice. Over the period of placement at a school, usually for 5 years, all executive teachers will have the opportunity to experience aspects of both roles in order to develop the full range of school leadership capabilities.
- S3.3 These roles will be reviewed annually by the executive teacher and the principal through the career development discussion, and adjusted as necessary taking into account the school's operational requirements and the individual executive teacher's career development needs.
- S3.4 The *Career Development Discussion Guidelines* provide support through detailed role descriptions, expectations and responsibilities. The Guidelines will be reviewed over the life of this Agreement and the outcomes of the review will be agreed between the directorate and the AEU.
- S3.5 Certification at the Highly Accomplished Teacher career stage of the Australian Professional

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

## **S4 - Principal Health and Wellbeing**

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

## **Section T Office Based Teacher Conditions**

### **T1 - Hours of Duty**

- T1.1 With the exception of senior directors (SLA) and directors (SLB), ordinary hours of work for office based teachers are 147 hours over a 4 week period (i.e. an average of 73 hours 30 minutes per fortnight or 36 hours 45 minutes per week). Ordinary daily hours of work are 7 hours 21 minutes.
- T1.2 For part-time office based teachers, hours are those designated for the job or agreed in their part-time work agreement.

### **T2 - Scheduling of Meetings**

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

### **T3 - Personal and Career Development**

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

### **T4 - Flextime**

- T4.1 Flextime applies to office based teachers, office based school leader C and office based school leader B classifications only.
- T4.2 Flextime provides the framework for an employee's pattern of attendance at work to be varied according to the needs of the employee and the requirements of the work unit. It is not a system that is designed to increase or reduce the total number of hours that must be worked. Flextime is a system that operates on an honesty and trust basis, where an employee and manager must ensure the employee's hours of work are accurately recorded on a timesheet.
- T4.3 Flextime arrangements must be in accordance with operational service requirements and work health and safety principles.
- T4.4 Flextime is not available to any of the following:
- T4.4.1 Casual employees.
  - T4.4.2 Employees who are entitled to recovery leave in accordance with clause E24.
  - T4.4.3 Any classifications under this Agreement, except office based teachers.
- T4.6 For flextime arrangements to work effectively, managers and employees have a responsibility to manage hours of work to ensure that individuals are not building up excessive flex credits while either of the following apply:
- T4.6.1 The employee does not have the opportunity to access flextime accrued.
  - T4.6.2 The employee is not being productively employed i.e. the head of service may require an employee not to accumulate flex credits before or after their operational service hours where there is insufficient work or an employee cannot be sufficiently managed.
- T4.7 A settlement period comprises 2 pay periods (i.e. 4 weeks).
- T4.8 An employee may have a maximum flextime credit equal to the employee's normal weekly hours of duty, at the end of the settlement period. This may be varied by agreement between the head of service and the employee in exceptional circumstances.
- T4.9 Where an employee has a flextime credit in excess of the employee's normal weekly hours of duty for more than one settlement period, the employee and manager must agree and implement a flextime usage plan. This plan must ensure the flextime credit will not exceed the maximum flextime credit and will facilitate time off in the next settlement period, unless otherwise approved by the head of service where there are exceptional circumstances.
- T4.10 If an employee does not agree to a reasonable flextime usage plan, the head of service may direct an employee to take enough flextime to reduce the accrued flextime credits to the equivalent of the employee's maximum flextime credit.
- T4.11 Flextime credits of up to employee's normal weekly hours will be paid out to an employee on the cessation of their employment. Flextime credits of up to an employee's ordinary weekly hours will be paid out at any time during the course of a person's employment and only in exceptional circumstances with head of service approval.
- T4.12 The maximum flextime debit that may accrue is 10 hours measured at the end of any settlement period. Part-time employees may accrue a flex debit on a pro rata basis. At the end of a settlement period, any debit in excess of the maximum debit may be considered to be leave without pay, and the manager and employee must agree and implement a plan to do both of the following:
- T4.12.1 Prevent any further debit accruing.
  - T4.12.2 Reach a zero flextime balance.
- T4.13 If an employee does not agree to a reasonable plan and reduce their flextime debit in accordance

with B19.9, the head of service may commence overpayment processes in accordance with clause D5. The maximum flextime debit may be varied in exceptional circumstances by agreement between the head of service and the employee.

- T4.14 Any flextime debits an employee has if the employee ceases employment with the ACTPS will be treated as a debt in accordance with clause D5 -. The employee may nominate to use any available annual leave credits to cover the debt, or the debt will be recovered from any termination payment owing to the employee, except in the case of death.
- T4.15 Accrued flextime credits will be taken at such times and in such a period or periods as are agreed between the employee and the head of service and approved prior to taking accrued flextime. It is the responsibility of both the employee and the head of service to take steps to ensure that accrued flextime credits can be taken as time off, in accordance with this clause. Approval of a request by the employee to utilise flextime credits will not unreasonably be withheld.
- T4.16 An employee not complying with these flextime provisions may be directed by the head of service to work operational service hours. This arrangement must be reviewed no less than every 90 calendar days to assess if a return to flextime arrangement is suitable.

### **T6 - Graduated Return to Work**

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

### **T7 - Annual Leave and Stand Down on Commencement**

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

### **T8 - Stand Down and Accrued Annual Leave**

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

### **T9 - Vacation Child Care Subsidy**

- T9.1 This clause applies to office based teachers (other than a casual employee or a temporary employee who has been engaged by the ACTPS for a period of less than 12 months) with school age children who makes a timely application, with regard to work and rostering arrangements applying in their particular business unit, based on their accrued annual leave, purchased leave or long service leave during school holidays that is rejected. The head of service must make a payment to the employee of \$52.00 per day towards the cost of each school child enrolled in an accredited school holiday program for each calendar year subject to all the following conditions:
- T9.1.1 The maximum payable per child over a 5-day period is \$260.
  - T9.1.2 The maximum payable days per child per year is 10.
  - T9.1.3 The maximum number of children the benefit is payable for is 3.
  - T9.1.4 Payment will not be made without the production of a receipt(s).
- T9.2 An accredited school holiday program is a program approved, subsidised or approved and subsidised by a State, Territory or Local Government.
- T9.3 The payment applies only on the days when the employee is at work.
- T9.4 The payment will be made regardless of the length of time the child is in the program each day, but it cannot exceed the actual cost incurred.
- T9.5 An employee whose domestic partner receives a similar benefit from the partner's employer is not eligible for the payment.

## Section U School Psychologists

### U1 - Qualifications

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

### U2 - Professional Service and Responsibilities

- U2.1 School psychologists provide a psychological service to enhance student learning, engagement and wellbeing. The role of the school psychologist can include any or all of the following:
- U2.1.1 Collaboration with other professionals, as part of a multidisciplinary team, to support and enhance student learning and engagement.
  - U2.1.2 Conducting psychological and educational assessments, writing comprehensive reports and providing recommendations.
  - U2.1.3 When appropriate, support student learning and wellbeing by making referrals to directorate programs and external agencies.
  - U2.1.4 Counselling for children and young people.
  - U2.1.5 Consultation, development, and evaluation of behaviour, social emotional and individual learning plans.
  - U2.1.6 Assisting in managing critical incidents.
  - U2.1.7 Conducting mental health risk assessments.
  - U2.1.8 Assisting in the selection, design, implementation and evaluation of prevention programs.



- U2.1.9 Consulting with key stakeholders, including teachers, parents, school administrators and external agencies.
- U2.1.10 Providing information and psychological education to students, school staff, parents, carers and external stakeholders.
- U2.1.11 Supporting the development of policy and processes.
- U2.2 The role of the school psychologist will be carried out in accordance with both of the following:
  - U2.2.1 Professional and Ethical Standards outlined by the PsyBA.
  - U2.2.2 Consultation with the School Leadership Team.

### **U3 - Salary and conditions**

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

### **U4 - Monitoring of workload**

- U4.1 Good management includes the regular review of work practice and general procedures in the workplace.
- U4.2 The head of service will monitor and manage the workload of school psychologists to ensure they are able to focus on their core role as described in subclause U2.1.
- U4.3 The directorate and AEU acknowledge that there a number of workload issues arising from existing administrative processes and procedures relevant to the professional service and responsibilities of school psychologists.

## **Section V Recognition of Work and Life Responsibilities**

### **V1 - Regular Part-Time Work and Job Sharing**

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

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

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

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

### **V3 - Job Sharing**

- V3.1 A full-time employee may request in writing permission to work in a job sharing arrangement. The head of service must agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.
- V3.2 Teachers working under job sharing arrangements share one full-time job and will be considered to be part-time with each working part-time on a regular continuing basis.
- V3.3 The pattern of hours for the job sharing arrangement will be agreed between the teachers and the head of service. However, any single attendance at an office based worksite must be for a minimum of 3 consecutive hours.
- V3.4 A teacher who is in a job sharing arrangement and who was previously working full-time may revert to full-time employment before the expiry of the agreed period of job sharing if all parties to the arrangement agree.
- V3.5 In the event that either teacher ceases to participate in the job sharing arrangement, the arrangement will terminate.
- V3.6 The directorate will continue to make provisions for tandem applications where teachers propose to jointly apply for a position in a job share arrangement.

### **V4 - Parental Leave**

- V4.1 This clause must be read in conjunction with clause E17.

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

### **V5 - Home Based Work**

- V5.1 The diverse nature of work conducted in the ACTPS lends itself to a range of working environments. 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.

#### **School based teachers**

- V5.2 There may be occasions where it is appropriate for a teacher to work from home on an ad hoc basis. In these circumstances, arrangements to work from home are to be negotiated on a case by case basis between the teacher and their principal.
- V5.3 Home based work is a voluntary arrangement which requires the agreement of both the head of service and the teacher. The head of service must consider requests by employees for home based work, having regard to operational requirements and the suitability of the work. Approval for home based work must only be granted in exceptional circumstances and not impact Face-to-face teaching.
- V5.4 When assessing the requirement for home based work, a principal needs to be assured that operational requirements, the effect on students and clients, security, performance monitoring, and health and safety factors have been fully satisfied.

#### **Office based teachers**

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

notice to the head of service.

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

## **V6 - Purchased Leave for School Based Teachers**

### **The scheme**

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

### **Taking purchased leave**

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

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

#### **Conditions for purchased leave**

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

#### **Special conditions**

- V6.27 Opting out: Opting out may occur under special circumstances, e.g. long term compensation, unforeseen change in financial circumstances. Applications to leave the scheme must include all of the following:
- V6.27.1 In writing through the principal to the head of service.
  - V6.27.2 Require a minimum of two weeks' notice.
  - V6.27.3 If approved, will result in the teacher being reimbursed the exact amount contributed.
- V6.28 Unused purchased leave: Any purchased leave remaining unused at the end of the 12 month period following accrual must be paid out at the salary applicable on 1 January of that year.
- V6.29 Re-credit of purchased leave: Unused purchased leave re-credited because of sick leave in excess of 5 continuous days must be paid out at current salary at the end of the 12 month period following accrual.
- V6.30 Resignation/retirement: Unused leave must be paid out on a prorated basis based on the amount of leave accrued. Payment must be based on current salary at the date of resignation or retirement.
- V6.31 Transfer/promotion to another agency: It is unlikely purchased leave will be able to be transferred to other agencies. Leave not able to be transferred and not taken prior to transfer or promotion must be paid out at current salary at the date of transfer or promotion.
- V6.32 Exceptional circumstances: Application to delay taking of leave must be approved only in exceptional circumstances. Applications must be recommended by the principal and approved by the head of service.

#### **Cost**

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

#### **Dispute resolution**

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

### **V7 - Purchased Leave for Office Based Teachers**

#### **Eligibility**

- V7.1 Office based teachers, other than casual employees, are eligible to apply to purchase leave in accordance with clause E9.

## **Section W Other Matters**

### **W1 - AEU Sub Branch Functions**

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

### **W2 - Designated Annual Leave for School Based Teachers and School Leaders**

- W2.1 This clause must be read in conjunction with clause E7 and N7.4.4 -.
- W2.2 Teachers in schools who commence duty on or before first school day of a calendar year and work without a break in service during the year, are entitled to the equivalent of four weeks annual leave for each calendar year of service for their ordinary hours of duty.
- W2.3 The head of service may direct a teacher or school leader to take accrued annual leave, whether or not an application for leave has been made, at a time that is convenient to the directorate.
- W2.4 School based teachers and school leaders are required to take their accrued annual leave (20 days maximum) during a period commencing on the first working day following the end of term 4 and concluding on the last working day prior to Australia Day. This period consists of the following:
- W2.4.1 Public holidays (in accordance with clause F10).
  - W2.4.2 Annual leave (maximum of 20 days).
  - W2.4.3 Christmas shutdown (in accordance with clause W8). W2.4.4  
Where required, stand down (in accordance with clause W7).
- W2.5 During the period referred to in subclause W2.4, the maximum 20 days of annual leave must be exhausted. To facilitate this, access to Christmas shutdown and stand down will be adjusted, if required. This period where the 20 days annual leave is exhausted is the designated annual leave period.
- As an example: In the event of declared public holidays, 2 days Christmas shutdown and only 19 days annual leave would complete the period referred to in subclause W2.4, then only one day of Christmas shutdown would be accessed to ensure the 20 days annual leave is exhausted.
- W2.6 When a teacher or school leader does not have sufficient accrued annual leave to cover the designated annual leave period, they must be placed on stand down once accrued annual leave credits have been exhausted. Unless otherwise determined by the head of service, this period of stand down must be without pay. This must count as service for all purposes.
- W2.7 Unless otherwise determined by the head of service, school based teachers and school leaders may not use accrued annual leave during school term time.

### **W3 - Recall to Duty During Annual Leave**

- W3.1 Where circumstances justify it, the head of service may recall a teacher or school leader to duty during a period of designated annual leave.
- W3.2 When the head of service recalls a teacher or school leader to duty during a period of annual leave the teacher or school leader must have the period of annual leave re-credited.
- W3.3 Re-credited annual leave resulting from a recall to duty during annual leave may be taken at a time in the subsequent school year agreed between the teacher, school leader and the head of service.
- W3.4 Approval to take re-credited annual leave is subject to the efficient operations of the school.

### **W4 - Annual Leave Loading**

**Purpose**

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

**Eligibility**

- W4.2 Classroom teachers and school psychologists who accrue annual leave under clause E8 are entitled to an annual leave loading. Part-time employees will be paid the annual leave loading on a pro rata basis.

**Entitlement**

- W4.3 Where an employee's entitlement is based on subclause W4.2, the leave loading payable is subject to a maximum payment. This maximum payment is the equivalent of the Australian Bureau of Statistics' male average weekly total earnings for the May quarter of the year before the year in which the date of accrual occurs. Where the leave accrual is less than for a full year, this maximum is applied on a pro rata basis.
- W4.4 An employee whose employment ceases and who is entitled to payment of accumulated annual leave or pro rata annual leave will be paid any accrued annual leave loading not yet paid and leave loading on pro rata annual leave entitlement due on separation.

**Evidence and conditions**

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

**Rate of payment**

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

**W5 - Recording of Daily Attendance**

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

**W6 - Managing Employee Absences**

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

**W7 - Stand Down**

- W7.1 This clause applies to school based teachers and school leaders during periods where schools are not open for student attendance and no classes are held.
- W7.2 This clause should be read in conjunction with clause N7.4.4.
- W7.2 Designated stand down periods are both of the following:
- W7.2.1 Days following the designated annual leave period set out in subclause W2.4 and



prior to commencement of the school year.

W7.2.2 Working days between the published school term dates during the school year.

W7.3 School based teachers and school leaders are generally not required to attend work during stand down in recognition of the breadth of their professional responsibilities as identified in subclause P1.1, subject to any of the following required activities:

W7.3.1 Attendance at induction programs (in accordance with subclause N5 and subclause N7).

W7.3.2 Participation at professional learning activities or programs (in accordance with subclause N7).

W7.3.3 The head of service recalls a teacher or principal to duty, where circumstances justify it (in accordance with the subclause W3).

W7.4 Where a teacher or school leader is required to attend the workplace during a period of stand down, there is no entitlement to day(s) of stand down in lieu of such duty.

#### **Payment of stand down**

W7.5 Where the teacher or school leader returns from paid or unpaid leave and commences work prior to the end of term they will be entitled to payment of stand down at the normal rate.

W7.6 Where the teacher or school leader is on paid or unpaid leave immediately before and after the stand down period, the stand down period will also be considered paid or unpaid leave.

### **W8 – Christmas Shutdown**

W8.1 This clause does not apply to casual teachers.

W8.2 The Christmas shutdown period refers to the working days between 28 December and 31 December inclusive.

W8.3 Subject to subclause W2.5, 2 days of paid leave will be granted to all teachers and school leaders for those days in the Christmas shutdown period for which a paid public holiday is not provided for under subclause F10.3. This leave will count as service for all purposes.

W8.4 Only those teachers or school leaders who are directed or rostered to work during this period may attend for work over the Christmas shutdown period.

### **W9 - Assessment, Moderation and Certification**

W9.1 Teachers of years 11 and 12 have the professional obligation and responsibility to engage in the assessment, moderation and the Board of Senior Secondary Studies certification process.

W9.2 Years 11 and 12 teachers are required to attend and participate in the designated moderation days.

W9.3 Part-time teachers are required to attend and participate in moderation days. To accommodate such attendance, the principal may do one of the following:

W9.3.1 Negotiate a variation of attendance at another time so that normal hours of work are not exceeded.

W9.3.2 Elect to pay the teacher from school funds for attendance beyond their usual hours of duty on the day of moderation.

W9.4 Where a year 11 or 12 teacher is not required to attend a moderation day, appropriate professional learning will be scheduled. Attendance at such professional learning is required.

W9.5 A teacher who cannot attend a moderation (or an alternative professional learning) day may do one of the following:

- W9.5.1 For absences known in advance, submit a leave form in advance of the absence, accompanied by relevant documentation.
- W9.5.2 For unexpected absences, submit an application for leave accompanied by the relevant documentation as soon as the teacher returns to work.
- W9.6 In accordance with clause F4, any request for personal leave under subclause W9.5.1 or W9.5.2 must be accompanied by appropriate documentary evidence detailed in subclause F4.26 or by reasonable evidence that the leave is essential at that time.
- W9.7 Any teacher not attending a required moderation (or alternative professional learning) day and who is not covered by subclause W9.5.1 or subclause W9.5.2 will be on unauthorised leave without pay.
- W9.8 Non-attendance at a required moderation (or an alternative professional learning) day may constitute misconduct and could be subject to disciplinary proceedings.

### **W10 - Birrigai@Tidbinbilla**

- W10.1 Conditions specific to teachers at Birrigai@Tidbinbilla are documented in the *Birrigai@Tidbinbilla Agreement*.
- W10.2 With agreement of both parties, The *Birrigai@Tidbinbilla Agreement* can be amended at any time throughout the life of this Agreement.

### **W11 - Procedures and Guidelines**

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

## **Section X Structural Matters**

### **X1 - Classification and Local Designations**

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

<b>Current Classifications</b>	<b>Local Designations</b>
Classroom Teacher/Teacher Level	Teacher Teacher Librarian
School Leader C	Executive Teacher Executive Officer Project Officer
School Leader B	Deputy Principal Director Senior Project Officer
School Leader A Level 1	Principal Senior Director Principal Project Officer
School Leader A Level 2	
School Leader A Level 3	
Director School Improvement	Director School Improvement

School Psychologist	School Psychologist Senior Psychologist Manager (Psychologist) Senior Director Clinical Practice
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## **X2 – Classroom Teacher and Teacher Level Classification Structures**

- X2.1 The pay rates for classroom teacher and teacher level classifications are set out in Annex A.
- X2.2 On 27 January 2024, all eligible classroom teachers will move to the next increment under the current classification structure, prior to the new classification structure taking effect.
- X2.3 Classroom teachers will migrate to a new Teacher Level Classification Structure commencing on 27 January 2024.
- X2.4 The following table indicates how the current classifications will transition on 27 January 2024. For the avoidance of doubt, an employee under the Classroom Teacher Classification Structure will transition to the increment point expressed under the Teacher Level Classification Structure on 27 January 2024. :

<b>Current Classifications</b>	<b>New Classifications</b>
Classroom Teacher 2 (New Educator)	Teacher Level 1
Classroom Teacher 3 (New Educator)	
Classroom Teacher 4 (New Educator)	Teacher Level 2
Classroom Teacher 5	
Classroom Teacher 6	Teacher Level 3
Classroom Teacher 7	Teacher Level 4
Classroom Teacher 8	Teacher Level 5
Classroom Teacher 9	Teacher Level 6
Classroom Teacher 10	Teacher Level 7
New Classification	Teacher Level 8

- X2.5 Classroom Teachers at the Classroom Teacher 10 classification will migrate to Teacher Level 7 classification on 27 January 2024 and automatically progress from Teacher Level 7 to Teacher Level 8 on 27 January 2025.
- X2.6 The maximum classification for new employees until 27 January 2025 is Teacher Level 7.
- X2.7 For the avoidance of doubt, employees who are classified as Classroom Teacher 5 and Classroom Teacher 6 as at 27 January 2024, and transition to Teacher Level 2 and Teacher Level 3 effective 27 January 2024, are not considered New Educators and the provisions at clause N5 do not apply.

## **X3 - Principal Classification Structure**

- X3.1 The pay rates for principal classifications are set out in Annex A.
- X3.2 Principal classification levels are determined by the Schools Weighted Index (SWI) and incremental progression does not apply.

## **Section Y Allowances and Payments**

### **Y1 - Principal Allowance**

- Y1.1 Except as provided for in this clause, salaries paid to principals are 'all in' salaries. No additional allowances in the nature of salary will be payable to principals.

- Y1.2 Motor vehicle allowance and other expense related allowances, by way of reimbursement for purposes such as official travel as set out in the PSM Standards or this Agreement, will continue to apply.

## **Y2 - Travelling Entitlement**

- Y2.1 A teacher appointed to, or on contract at, Birrigai at Tidbinbilla or Jervis Bay school is entitled to receive a Travelling Entitlement in accordance with this clause and Annex C.
- Y2.2 Travelling Entitlement is payable for each complete trip when a teacher attends duty to the maximum of once per day.
- Y2.3 A teacher is entitled to be paid the full rate of the entitlement for each continuous period of duty if they do not travel at the directorate's expense and one of the following:
- Y2.3.1 Travel to Birrigai or Jervis Bay school to attend for a period of normal duty.
  - Y2.3.2 Have been directed to return to duty, with or without prior notice, to perform extra duty.
- Y2.4 A teacher who meets the requirements above but travels at the directorate's expense on the journey either to or from Birrigai or Jervis Bay school, is entitled to be paid only at the partial rate.
- Y2.5 A teacher who lives in a dwelling provided by the directorate at Birrigai or Jervis Bay school, or lives within 10 kilometres from it, is not entitled to the entitlement unless they receive a payment for the use of private motor vehicle for official purposes.
- Y2.6 If a principal/manager approves a full-time teacher's request to travel in their own vehicle between 2 or more workplaces in one day, then payment of the relevant Motor Vehicle allowance as set out in Annex C, will be made.

## **Y3 - Practicum Supervision Payment**

- Y3.1 The directorate and the AEU consider student teacher supervision an important component in the ongoing development of the teaching profession.
- Y3.2 Teachers who undertake supervision of student teachers will have that recorded in their performance and development plan.
- Y3.3 Payment by the relevant university for the supervision of a practicum teacher will be made directly to the supervising teacher.

## **Y4 - Higher Duties Allowance**

- Y4.1 All teachers will receive a payment of higher duties allowance after the completion of more than 5 consecutive days of higher duty work. The first 5 days do not count for payment purposes, except where subclause Y4.2 applies.
- Y4.2 After the completion of a period of higher duty work that counts for payment purposes in accordance with subclause Y4.1, any subsequent higher duty work in the same position will count for payment purposes.
- Y4.3 Where the initial establishment period of higher duties is equal to one school term or more, higher duties allowance will be paid for the total period of higher duty work including the first 5 days.
- Y4.4 The actual higher duties allowance payable will be the difference between the teacher's salary and the salary of the higher duty position being undertaken.
- Y4.5 Periods of higher duty should not normally extend beyond 12 months. If after 12 months the position is nominally vacant, it will be advertised unless there are exceptional circumstances.

Y4.6 The *School Leader Vacancies Guidelines* will apply.

## Section Z Director School Improvement

### **Z1 – Rate of Pay**

- Z 1.1 Special Employment Arrangements pertaining to the Director School Improvement classification will cease effective 6 December 2023.
- Z1.2 Effective 7 December 2023, the allowance payable under the Special Employment Arrangement agreement will be incorporated into the base salary for Director School Improvement. Refer to Annex A for pay rates.

## ANNEX A CLASSIFICATIONS AND RATES OF PAY

For the purposes of calculating salary and leave entitlements, all teachers are paid for ordinary daily hours of 7 hours 21 minutes and ordinary weekly hours of 36.75 for full time employees.

All Classroom Teachers have a common increment date of 27 January each year. Refer to *Guidelines for Maintaining a Common Increment Date* on the impact of periods of Leave Without Pay on increment.

### Classroom Teacher Classification Structure – Commencement to 26 January 2024

The following classification structure will apply to teachers from the commencement of the Agreement until 26 January 2024:

CLASSIFICATION		Pay Rates as at 7 July 2022	\$1,750 from 5 Jan 2023	1% from 8 Jun 2023	\$1,750 from 7 Dec 2023
<u>CLASSROOM TEACHER</u>	<u>INCREMENT</u>				
Permit to Teach	Classroom Teacher 1	\$72,511	\$74,261	\$75,004	\$76,754
New Educator	Classroom Teacher 2	\$76,575	\$78,325	\$79,108	\$80,858
	Classroom Teacher 3	\$80,654	\$82,404	\$83,228	\$84,978
	Classroom Teacher 4	\$84,729	\$86,479	\$87,344	\$89,094
Experienced Teacher 1	Classroom Teacher 5	\$88,805	\$90,555	\$91,461	\$93,211
	Classroom Teacher 6	\$92,884	\$94,634	\$95,580	\$97,330
	Classroom Teacher 7	\$96,960	\$98,710	\$99,697	\$101,447
	Classroom Teacher 8	\$101,036	\$102,786	\$103,814	\$105,564
Experienced Teacher 2	Classroom Teacher 9	\$107,832	\$109,582	\$110,678	\$112,428
	Classroom Teacher 10	\$114,624	\$116,374	\$117,538	\$119,288

### Teacher Level Classification Structure – From 27 January 2024

On 27 January 2024, employees classified as classroom teachers will receive their increment under the classroom teacher classification structure and transition to the equivalent level in the Teacher Level Classification Structure. TL7s will be eligible for incremental advancement to TL8 on 27 January 2025. Transitional arrangements are contained in clause X2.

CLASSIFICATION	Pay Rates as at 27 Jan 2024	1.5% from 6 Jun 2024	1% + \$1,500 from 5 Dec 2024	1% from 5 Jun 2025	1% + \$1,000 from 4 Dec 2025
<u>PERMIT TO TEACH</u>	\$76,754	\$77,905	\$80,184	\$80,986	\$82,796

CLASSIFICATION		Pay Rates as at 27 Jan 2024	1.5% from 6 Jun 2024	1% + 1,500 from 5 Dec 2024	1% from 5 Jun 2025	1% + \$1,000 from 4 Dec 2025
<u>TEACHER LEVEL</u>	<u>INCREMENT</u>					
New Educator	Teacher Level 1	\$84,978	\$86,253	\$88,615	\$89,501	\$91,396
	Teacher Level 2	\$93,211	\$94,609	\$97,055	\$98,026	\$100,006
	Teacher Level 3	\$97,330	\$98,790	\$101,278	\$102,291	\$104,314
Experienced Teacher	Teacher Level 4	\$101,447	\$102,969	\$105,498	\$106,553	\$108,619
	Teacher Level 5	\$105,564	\$107,147	\$109,719	\$110,816	\$112,924
	Teacher Level 6	\$112,428	\$114,114	\$116,756	\$117,923	\$120,102
	Teacher Level 7	\$119,288	\$121,077	\$123,788	\$125,026	\$127,276
	Teacher Level 8	\$121,038	\$122,854	\$125,582	\$126,838	\$129,106

#### School Leader Classification Structure – Commencement to 26 January 2024

The following classification structure will apply to school leaders from commencement of the Agreement to 26 January 2024. Principal classification levels are determined by the Schools Weighted Index (SWI) and incremental progression does not apply.

CLASSIFICATION	Pay Rates as at 7 July 2022	\$1,750 from 5 Jan 2023	1% from 8 Jun 2023	\$1,750 from 7 Dec 2023
<u>SCHOOL LEADER C (SLC)</u>				
Executive Teacher	\$132,293	\$134,043	\$135,383	\$137,133
<u>SCHOOL LEADER B (SLB)</u>				
Deputy Principal	\$154,033	\$155,783	\$157,341	\$159,091
<u>SCHOOL LEADER A (SLA)</u>				
Principal Band Level 1	\$175,964	\$177,714	\$179,491	\$181,241
Principal Band Level 2	\$189,549	\$191,299	\$193,212	\$194,962
Principal Band Level 3	\$203,135	\$204,885	\$206,934	\$208,684

## School Leader Classification Structure – From 27 January 2024

On 27 January 2024, School Leader Bs and School Leader Cs will transition to School Leader B1 and School Leader C1 respectively and will be eligible for incremental progression to School Leader B2 and School Leader C2 respectively on 27 January 2025. Principal classification levels are determined by the Schools Weighted Index (SWI) and incremental progression does not apply.

CLASSIFICATION	From 27 January 2024	1.5% from 6 Jun 2024	1% + \$1,500 from 5 Dec 2024	1% from 5 Jun 2025	1% + \$1,000 from 4 Dec 2025	
<u>SCHOOL LEADER C (SLC)</u>						
SLC1	\$137,133	\$139,190	\$142,082	\$143,503	\$145,938	
SLC2	\$140,164	\$142,266	\$145,189	\$146,641	\$149,107	
<u>SCHOOL LEADER B (SLB)</u>						
SLB1	\$159,091	\$161,477	\$164,592	\$166,238	\$168,900	
SLB2	\$163,131	\$165,578	\$168,734	\$170,421	\$173,125	
CLASSIFICATION	From 27 January 2024	1.5% from 6 Jun 2024	1% + \$1,500 from 5 Dec 2024	2% from 27 January 2025	1% from 5 Jun 2025	1% + \$1,000 from 4 Dec 2025
<u>SCHOOL LEADER A LEVEL 1</u>	\$181,241	\$183,960	\$187,299	\$191,045	\$192,956	\$195,885
<u>SCHOOL LEADER A LEVEL 2</u>	\$194,962	\$197,886	\$201,365	\$205,393	\$207,447	\$210,521
<u>SCHOOL LEADER A LEVEL 3</u>	\$208,684	\$211,814	\$215,432	\$219,741	\$221,938	\$225,158



## All Other Classifications

CLASSIFICATION	Pay Rates as at 7 July 2022	\$1,750 from 5 Jan 2023	1% from 8 Jun 2023	\$1,750 from 7 Dec 2023	1.5% from 6 Jun 2024	1% + \$1,500 from 5 Dec 2024	1% from 5 Jun 2025	1% + \$1,000 from 4 Dec 2025
<b><u>Director School Improvement</u></b>								
Director School Improvement	\$212,121	\$213,871	\$216,010	\$249,260	\$252,999	\$257,029	\$259,599	\$263,195
<b><u>School Psychologist</u></b>								
New School Psychologist	\$87,447	\$89,197	\$90,089	\$91,839	\$93,217	\$95,649	\$96,605	\$98,571
	\$91,526	\$93,276	\$94,209	\$95,959	\$97,398	\$99,872	\$100,871	\$102,880
	\$95,601	\$97,351	\$98,325	\$100,075	\$101,576	\$104,091	\$105,132	\$107,184
Experienced School Psychologist 1	\$99,677	\$101,427	\$102,441	\$104,191	\$105,754	\$108,312	\$109,395	\$111,489
	\$103,754	\$105,504	\$106,559	\$108,309	\$109,934	\$112,533	\$113,658	\$115,795
	\$107,833	\$109,583	\$110,679	\$112,429	\$114,115	\$116,756	\$117,924	\$120,103
	\$111,908	\$113,658	\$114,795	\$116,545	\$118,293	\$120,976	\$122,185	\$124,407
Experienced School Psychologist 2	\$118,703	\$120,453	\$121,658	\$123,408	\$125,259	\$128,011	\$129,291	\$131,584
	\$125,498	\$127,248	\$128,520	\$130,270	\$132,225	\$135,047	\$136,397	\$138,761
<b><u>Senior Psychologist</u></b>								
Senior Psychologist	\$143,165	\$144,915	\$146,364	\$148,114	\$150,336	\$153,339	\$154,873	\$157,421
<b><u>Manager Psychologist</u></b>								
Manager Psychologist	\$164,906	\$166,656	\$168,323	\$170,073	\$172,624	\$175,850	\$177,608	\$180,384
<b><u>Senior Manager Clinical Practice</u></b>								
Senior Manager Clinical Practice	\$182,201	\$183,951	\$185,791	\$187,541	\$190,354	\$193,757	\$195,695	\$198,652

### Casual Teacher daily rate and index

For the purposes of calculating the indexation for casual teachers, all flat rate increases have been converted to a daily rate prior to being applied.

CLASSIFICATION	Pay Rates as at 7 July 2022	from 5 Jan 2023	from 8 June 2023	from 7 Dec 2023	from 27 Jan 2024	from 6 Jun 2024	from 5 Dec 2024	from 5 Jun 2025	from 4 Dec 2025
<b><u>CASUAL TEACHER (Daily Rate)</u></b>									
Permit to Teach Casual	\$289	\$296	\$299	\$305		\$310	\$319	\$322	\$329
Casual Rate 1	\$398	\$405	\$409	\$415	\$422	\$428	\$438	\$443	\$451
Casual Rate 2	\$453	\$460	\$464	\$471	\$524	\$532	\$543	\$548	\$558

## ANNEX B ATTRACTION AND RETENTION INCENTIVES

### 1. Introduction

- 1.1. This Section ('the Framework') sets out the provisions that apply to Attraction and Retention Incentives (ARIns).
- 1.2. An ARIn may only be agreed and approved in accordance with this Framework.
- 1.3. ARIns apply to all employee types employed in classifications covered by this Agreement.
- 1.4. Subject to the terms of this Framework, it is a matter for the director-general's sole discretion (in consultation with the head of service) as to whether an ARIn will be offered or continued.
- 1.5. In assessing whether an ARIn should be offered or continued to an employee, the director-general will consider the consequences the provision of the ARIn may have on the Territory's ability to recruit and/or retain employees to Executive positions.
- 1.6. In this Framework, unless the contrary intention appears:
  - 1.6.1. 'Attraction and Retention Incentives' (ARIns) means additional pay and/or conditions of employment, provided in recognition of the additional requirements of a position that are set out in paragraph **Error! Reference source not found.** and recorded through a written agreement between the director-general and the employee occupying the position to which the ARIn is to apply.
  - 1.6.2. 'Base rate of pay' in relation to an employee is the rate of pay payable under Annex A of this Agreement for the employee's classification on the date the ARIn commences, or for a review, on the date that the ARIn is approved, or renewed, following a review.
  - 1.6.3. 'Director-general' means the person occupying the position of director-general of the relevant directorate, or their nominated delegate.
  - 1.6.4. 'Group ARIn' means an ARIn approved by the Director-General, after consideration by the head of service, for a number of related positions with the same classification performing an identical function in a directorate, which is applied to the employees in those positions.
  - 1.6.5. 'Head of service' means the person occupying the position and exercising the powers of the head of service.
  - 1.6.6. A reference to 'position, employee, occupant or union' includes 'positions, employees, occupants or unions'.
  - 1.6.7. 'Relevant market data' may include but is not limited to job sizing assessments, recruitment experience, market surveys and job advertisements.
  - 1.6.8. The 'rates of pay component' of an ARIN refers to enhanced pay rates as per subparagraph **Error! Reference source not found.** only and does not include any additional lump sum or periodic component of an ARIN or any additional provision approved per subparagraph **Error! Reference source not found.** or subparagraph **Error! Reference source not found.**.

### 2. ARIn Requirements

- 2.1. The terms and conditions of employment of this Agreement will continue to form the basis for employees covered by this Agreement. Accordingly, where an ARIn applies to an employee, the terms and conditions of the employee is a combination of both of the following:
  - 2.1.1. the terms and conditions contained in this Agreement; and

- 2.1.2. the terms and conditions contained in the ARIn.
- 2.2. The terms and conditions of employment contained in an ARIn prevail over the terms and conditions of employment contained in this Agreement to the extent of any inconsistency.
- 2.3. In determining whether to offer or continue an ARIn to an employee, the director-general will have regard to all the following relevant matters:
  - 2.3.1. whether the position is critical to the operation of the Directorate or to a business unit in the Directorate;
  - 2.3.2. whether an employee who occupies the position requires specialised qualifications, skill set and/or experience to perform the requirements of the position;
  - 2.3.3. whether the role and skills required by the employee who occupies the position are in high demand;
  - 2.3.4. the level at which comparable individuals with skills and qualifications for the role are remunerated in the marketplace;
  - 2.3.5. the difficulty and cost associated with recruiting to the position;
  - 2.3.6. any other matter considered relevant to determining whether or not an ARIn would be appropriate in the circumstances.
- 2.4. An ARIn may contain:
  - 2.4.1. enhanced pay rates;
  - 2.4.2. enhanced superannuation contribution rates;
  - 2.4.3. other terms and conditions of employment where the Director-General considers there is a clear, unambiguous, and exceptional need.
- 2.5. The terms of the ARIn instrument must contain provisions setting out
  - 2.5.1. the expiry date of the ARIn;
  - 2.5.2. the level of the employee's base rate of pay;
  - 2.5.3. the pay component, any other terms and conditions of employment that are to apply under the ARIn, and the total dollar value of the ARIn;
  - 2.5.4. the requirement that the terms and conditions of the employee will revert to the applicable rates of pay and terms and conditions of employment under this Agreement in the event the ARIn ceases to operate or is terminated; and
  - 2.5.5. the terms of this Framework are included by reference.

### **3. No Overall Reduction in Terms and Conditions**

- 3.1. An ARIn must not be agreed where it would result, when assessed as a whole, in a reduction in the overall terms and conditions of employment provided for the employee under this Agreement.
- 3.2. An ARIn cannot provide terms and conditions that are less favourable than the National Employment Standards or the rates of pay set out in this Agreement for the same work at the same classification level.
- 3.3. Where it is proposed that an ARIn will replace or reduce a condition of employment contained in this Agreement, the director-general will consult with the relevant union with coverage of the position through the Office of Industrial Relations and Workplace Strategy ('OIRWS') about the proposed change prior to the provision of a written submission to the head of service for consideration.

- 3.4. In consulting with the OIRWS and union in accordance with subclause **Error! Reference source not found.**, the director-general will:
- 3.4.1. provide the OIRWS and union with relevant information about the position and the proposed change;
  - 3.4.2. give the union a reasonable opportunity to consider this information and, if the union wishes, provide written views to the director-general within fourteen days; and
  - 3.4.3. consider any views offered by the union before deciding to enter into the ARIn.
- 3.5. Information that the director-general provides to the union under this section will not include information that might directly or indirectly disclose the identity of the particular employee unless the employee consents to its release.

#### **4. ARIn Requirements During a Recruitment Process**

##### *Advertising with an ARIn*

- 4.1. Where a proposed ARIn is not within the scope of a Group ARIn, a recruitment selection process may incorporate an ARIn by advertising the position at a higher package value, comprising the relevant Agreement rate of pay plus an identified ARIn amount.
- 4.2. In these circumstances pre-approval of the ARIn through a Comprehensive Submission is required prior to advertising. When the ARIn is implemented (after the employee commences), a second Comprehensive Submission to the head of service is not required.

##### *Offering an ARIn as part of a job offer*

- 4.3. Where a proposed ARIn is not within the scope of a Group ARIn, a recruitment selection process at the offer stage may incorporate an ARIn as part of the offer of employment.
- 4.4. In such circumstances the recruitment material and advertisement must state the position rate of pay set out in this Agreement, and state that an ARIn may be available to the successful applicant.
  - 4.4.1. This approach is not recommended as a better field of applicants may be attracted when a position is advertised with a higher package identified up front.
- 4.5. In these circumstances pre-approval of the ARIn through a Comprehensive Submission is not required prior to advertising, but if an ARIn is ultimately proposed to be offered to the successful applicant, approval is required through a Comprehensive Submission prior to the offer being made. Time for the review process to occur must be anticipated in the recruitment process.

##### *Advertising Group ARIns*

- 4.6. When a position to be advertised is covered by a current Group ARIn, there is no need for a further Comprehensive Submission (as it has already been completed as part of the Group ARIn approval process). As such, while the position remains covered by the scope of a Group ARIn, it will automatically apply and should be included in the advertisement.

##### *ARIn Requirements*

- 4.7. Where an ARIn is used as part of a recruitment process:
  - 4.7.1. the total package (excluding superannuation) should be disclosed and disaggregated to show:
    - 4.7.1.1. the relevant Agreement rate; and
    - 4.7.1.2. the content of the ARIn, which is reviewable under the terms of this Agreement.

- 4.8. The nature of the information disclosed at the point of advertising will depend on the type of ARIn used, but applicants should be made aware the ARIn:
- 4.8.1. is reviewable in accordance with the ARIn Framework;
  - 4.8.2. may be terminated, or have its value adjusted (either up or down); and
  - 4.8.3. must continue to meet the eligibility criteria, including consideration of relevant market rates and/or changes to the operational requirements of the business unit.

## 5. Deeming

- 5.1. An ARIn that is applied to a position, and to the employee occupying the position to which the ARIn applies, which is covered by this Agreement on the day before the Agreement commenced operation will continue in accordance with the provisions of this Framework.

## 6. Types of ARIns

- 6.1. The director-general may approve an ARIn as follows.

### *Project ARIns*

- 6.2. A Project ARIn requires:
- 6.2.1. the additional remuneration meets the criteria in paragraph **Error! Reference source not found.** of this Framework;
  - 6.2.2. a term no longer than 36 months; and
  - 6.2.3. the employee's work to which the ARIn is attached is associated with the employee's role in a specified project with a finite term.
- 6.3. A Project ARIn cannot be renewed and will cease to operate on the date specified in the ARIn for cessation of the position's involvement in the project, or the date of completion of the project, whichever date is the earlier.
- 6.4. A Comprehensive Submission is required to establish a Project ARIn, but no further reviews are required.
- 6.5. Where required, a subsequent new Project ARIn may be offered once only. Where this occurs, a Comprehensive Submission is required.

### *Fixed Term ARIns*

- 6.6. A Fixed Term ARIn requires:
- 6.6.1. that the additional remuneration meets the criteria in paragraph 2.3 of this Framework;
  - 6.6.2. a term no longer than 12 months.
- 6.7. A Comprehensive Submission is required to establish a Fixed Term ARIn, but no further reviews are required.
- 6.8. A Fixed Term ARIn cannot be varied or renewed and will automatically cease on its specified expiry date.

### *Renewable ARIns*

- 6.9. A Renewable ARIn requires:
- 6.9.1. the additional remuneration to meet the criteria in paragraph 2.3 of this Framework;
  - 6.9.2. a term no longer than 36 months.
- 6.10. A Renewable Term ARIn will cease to operate on the date specified in the ARIn.

- 6.11. A Renewable ARIn will cease to operate where the ARIn is reviewed in accordance with section **Error! Reference source not found.** of this Framework and the director-general determines following the review that the ARIn should no longer apply. The date of effect of the ARIn cessation is the date that is at least ninety days after the date notice is provided to the employee of cessation of the ARIn, or on an earlier date if agreed by the employee.
- 6.12. A Comprehensive Submission is required to establish a Renewable ARIn.
- 6.13. A Renewable ARIn requires a Renewal Submission no more than 18 months from commencement or from the last Renewal or Comprehensive Submission.
  - 6.13.1. The purpose of the Renewal Submission is to determine whether the director-general continues to consider that it is appropriate to provide an employee occupying the position to which the ARIn applies with the terms and conditions of employment provided by the ARIn.

#### *Group ARIns*

- 6.14. Where it is proposed that identical ARIns are to apply to a group of positions performing identical functions at the same classification level within a Directorate, this may be done as a single 'block' approval giving rise to a Group ARIn.
- 6.15. A Group ARIn requires:
  - 6.15.1. the additional remuneration to meet the criteria in paragraph 2.3 of this Framework; and
  - 6.15.2. a term no longer than three years; and
  - 6.15.3. a group of positions and employees performing identical functions at the same classification level, approved in a block in accordance with section **Error! Reference source not found.** for a period of up to three years.
- 6.16. A Comprehensive Submission is required to:
  - 6.16.1. establish a Group ARIn;
  - 6.16.2. at the midpoint of this Agreement term; and
  - 6.16.3. prior to the nominal expiry date of this Agreement.
- 6.17. Following a review and consultation with the head of service, the director-general will determine whether:
  - 6.17.1. the ARIn should be renewed (in the same or different terms);
  - 6.17.2. ceased in accordance with subparagraph 6.21 or
  - 6.17.3. in the case of a review conducted in accordance with paragraph 6.16.3, the additional pay component of the ARIn should be incorporated into base rates of pay in any subsequent Agreement.
- 6.18. To establish a Group ARIn only one Comprehensive Submission needs to be made in accordance with section **Error! Reference source not found.** of this Framework in relation to the group of positions as identified in the submission to the head of device.
- 6.19. If following a review under section **Error! Reference source not found.** the director-general determines that the ARIn should be renewed (on the same or different terms) the revised ARIn will apply to all employees in the specified positions or class of positions.
- 6.20. Employees may be offered a Group ARIn during the term the Group ARIn is in effect. Each employee in a position covered by the Group ARIn will be provided with an individual ARIn providing the same benefits and expiration date.

- 6.21. A Group ARIn will cease to operate where the ARIn is reviewed in accordance with section **Error! Reference source not found.** of this Framework and the director-general determines following the review that the ARIn should no longer apply. The date of effect of the ARIn cessation is the date that is at least ninety days after the date notice is provided to the employee of cessation of the ARIn, or on an earlier date if agreed by the employee.

## **7. Review**

### *Comprehensive Submission*

- 7.1. In reviewing an ARIn, the director-general must have regard to the matters to be considered at paragraph 2.3. The director-general must also take into consideration relevant market data.
- 7.2. To commence, cease or change any ARIn, a Comprehensive Submission to the head of service is required. Specifically, a Comprehensive Submission is required to be submitted where:
- 7.2.1. a preliminary view is formed by the director-general that the position ceases to be critical to the operation of the Directorate or business unit in the Directorate;
  - 7.2.2. a preliminary view is formed by the director-general that the employee ceases to hold the required specialist qualifications or specialist attributes;
  - 7.2.3. a new ARIn (Project ARIn, Fixed Term ARIn, Renewable ARIn or Group ARIn) is being proposed for an existing employee or group of employees;
  - 7.2.4. in relation to a Renewable ARIn, three years have elapsed since the last Comprehensive Submission;
  - 7.2.5. in relation to a Group ARIn, to establish a Group ARIn and no more than three years from either commencement or from the last Comprehensive Submission and prior to the date of expiry of this Agreement;
  - 7.2.6. a position is to be advertised with a rate of pay which includes the proposed ARIn amount; or
  - 7.2.7. a variation is being proposed to an existing Renewable ARIn or Group ARIn.
- 7.3. A Comprehensive Submission must:
- 7.3.1. address the matters to be considered at paragraph 2.3 of this Framework; and
  - 7.3.2. address whether the substantive position is correctly classified; and
  - 7.3.3. address whether the position's job description and/or organisation structure of the business unit can be adjusted to mitigate the need for an ARIn; and
  - 7.3.4. where the director-general considers that there is a compelling reason for the Directorate to pay enhanced rates of pay in excess of 50% of the base rate of pay for the position's classification, the director-general will provide the OIRWS details of that compelling reason, including appropriate evidence and supporting remuneration data.
- 7.4. When a recruitment selection process is proposed to include a pre-approved ARIn, the Comprehensive Submission must:
- 7.4.1. address the circumstances of the recruitment selection process (i.e., why an ARIn is necessary to be included in the advertised rate);
  - 7.4.2. demonstrate the position (or a similar position) has recently been advertised without an ARIn and did not attract a suitable field or provide evidence that advertising at the Agreement rate will not attract a suitable field; and



- 7.4.3. set out the reasons in support of the ARIn itself (i.e., why the position meets the ARIn eligibility criteria).

#### *Renewal Submission*

- 7.5. Where, following head of service consideration of a Comprehensive Submission and a Renewable ARIn is approved by the director-general, it must be reassessed no more than 18 months later through a Renewal Submission.
- 7.6. A Renewal Submission is required to be completed where:
  - 7.6.1. it is proposed that a Renewable ARIn should be renewed on the same terms;
  - 7.6.2. an employee who is party to a Fixed Term, Renewable or Project ARIn temporarily vacates the position to which the ARIn relates, and it is being proposed that the ARIn be provided to the employee who is acting in the vacated position; or
  - 7.6.3. an employee who is party to a Fixed Term, Renewable or Project ARIn temporarily vacates the position to which the ARIn relates for a period of ninety days or more, and it is being proposed that the ARIn apply to the employee upon the employee's return to the position.

#### *Overdue Submissions*

- 7.7. A Comprehensive or Renewal Submission due under this Agreement must be completed before the due date.
- 7.8. Where a Comprehensive or Renewal Submission is not completed before the due date, the responsible Directorate will within one week of the due date passing:
  - 7.8.1. notify the employee(s) covered by the ARIn of the delay;
  - 7.8.2. provide reasons for the delay to the head of service; and
  - 7.8.3. develop and implement a plan to ensure the review is completed within three months.
- 7.9. If the review is not completed within the three-month period, the head of service will arrange for the review to be completed expeditiously.
- 7.10. The ARIn will continue until the review is completed in accordance with either subparagraph **Error! Reference source not found.** or paragraph **Error! Reference source not found.**.

### **8. Consultation Requirements**

- 8.1. Nothing in this section is intended to reduce overall terms and conditions.
- 8.2. The employee may invite a union or other employee representative to assist or represent their interests during consultation.

#### *Establishment*

- 8.3. The director-general must consult on the proposed terms of an ARIn with the employee to whom the ARIn is to apply, prior to the ARIn being approved; except where the ARIn is to be included as part of a recruitment process and there is no retrospective employee recruited at that stage.

#### *Renewal or Cessation*

- 8.4. If the position to which the ARIn applies is occupied when undertaking a review of the ARIn, the director-general will consult with the employee occupying the position to which the ARIn applies.
- 8.5. Where the employee occupying the position for which the ARIn is being reviewed is on long-term leave or is not responsive, reasonable attempts must be made to consult with

the employee, or the employee's representative. If such reasonable attempts to consult with the employee are unsuccessful, then the director-general may proceed with the review without the input of the employee.

- 8.6. Upon completion of the review the director-general will notify the affected employee(s) in writing, and where relevant their representative(s), of the preliminary outcomes and reasons for the decision. The director-general will provide the employee(s) and their representative(s) 14 days in which to provide a written response for consideration by the director-general before making a final decision.

#### *No Overall Reduction in Terms and Conditions*

- 8.7. Where the terms of paragraph **Error! Reference source not found.** are met, the director-general must consult with the relevant union in accordance with paragraph **Error! Reference source not found.**

### **9. Approval Requirements**

- 9.1. The director-general may only approve an ARIn when the following has occurred:
- 9.1.1. Taking into account the matters to be considered under paragraph **Error! Reference source not found.** of this Framework, the director-general in his or her sole discretion considers that it is appropriate to provide an employee with terms and conditions of employment that are in excess of those which are ordinarily provided for under this Agreement.
  - 9.1.2. The consultation requirements in section 8 of this Framework have been met.
  - 9.1.3. The review requirements in section **Error! Reference source not found.** of this Framework have been met.
- 9.2. Before approving an ARIn the director-general must consider the views of the head of service.

### **10. Operation**

- 10.1. The rates of pay component of an ARIn will count as pay for all purposes including superannuation and for the purposes of calculating the rate of pay for annual leave, long service leave, paid personal leave, paid maternity leave, redundancy payments and other paid leave granted under this Agreement. If leave is on reduced pay or without pay, the pay component of the ARIn must be reduced proportionately.
- 10.2. Normal incremental advancement (where available) and pay and superannuation increases contained in Section C of this Agreement will continue to apply in relation to the substantive classification of the employee in receipt of an ARIn. Pay increase percentages will not apply to the pay component of an ARIn unless specified in the ARIn.
- 10.3. Any payments made pursuant to subparagraph **Error! Reference source not found.** of this Framework are paid in addition to the ARIn i.e. this means the ARIn payment does not absorb increases paid pursuant to subclause **Error! Reference source not found.**
- 10.4. The rates of pay component of an ARIn is payable by fortnightly instalment or lump sum.
- 10.5. The additional pay component provided under an ARIn may be used for the purposes of salary sacrifice arrangements in accordance with the Salary Sacrifice Arrangement provisions of this Agreement. Where an employee salary sacrifices any part of the terms of an ARIn and, in accordance with this Framework, the ARIn ceases to apply, the employee must notify the salary sacrifice arrangement provider that the terms of the ARIn can no longer be packaged.
- 10.5.1. The pay component of an ARIn cannot be directly linked to performance pay.
- 10.6. An ARIn will be paid proportionately on a pro-rata basis where the employee is part time. Where the scheduled part time hours worked by an employee to which the ARIn applies are amended the ARIn reduces (or increases) proportionately.

- 10.7. ARIn's are generally not paid retrospectively, but with the approval of the head of service may be for up to 3 months.
- 10.8. The ARIn will commence from whichever is the latter (unless an earlier date has been agreed by the head of service in accordance with paragraph **Error! Reference source not found.**):
- 10.8.1. the date specified in the ARIn; or
  - 10.8.2. the date of final approval by the director-general after the requirements of section 6 are met.
- 10.9. An ARIn will cease to apply to an employee on the date that employee vacates the position to which the ARIn applies, including when the employee becomes unattached or is temporarily transferred to another position.
- 10.9.1. A Renewal Submission is required to be completed where an ARIn is to apply to another employee who occupies the vacated position, unless the position and the other employee are covered by the same Group ARIn. A renewal submission will be required in these circumstances.
  - 10.9.2. The ARIn will automatically apply to the employee upon their return to the vacated position. A renewal submission will not be required in these circumstances.
- 10.10. An ARIn will cease to apply to an employee in relation to a sanction arising from a misconduct or underperformance matter, on the date the sanction is to apply where the delegate determines that the sanction to be applied to the employee is termination of the application of the ARIn.
- 10.11. An ARIn will cease to apply to an employee on the date an employee loses the qualification, or registration which allows them to perform the duties of the position to which the ARIn relates.

## ANNEX C EXPENSE, DISABILITY AND SKILL RELATED ALLOWANCES

Advanced First Aid		Pay rate at 9/6/22	1.79% from 5/1/2023	1% from 8/6/2023	1.74% from 7/12/2023	1.5% from 6/6/2024	2.44% from 5/12/2024	1% from 5/6/2025	1.93% from 4/12/2025
Classification	Any								
Employee Type	Any								
Description	<p>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:</p> <ol style="list-style-type: none"> <li>1. They are designated as the primary contact for first aid to perform the duties of a first aid officer.</li> <li>2. They hold one of the following qualifications required for that role. <ol style="list-style-type: none"> <li>a. Advanced level qualification which provides competencies required to apply advanced first aid procedures and advanced first aid response in a workplace environment.</li> <li>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.</li> </ol> </li> </ol>								
Conditions	<p>All the following conditions apply:</p> <ol style="list-style-type: none"> <li>1. Where the qualification of an employee who is in receipt of the allowance is no longer current, the head of service may allow the continued payment of the allowance for a short period to allow for re-qualification.</li> <li>2. The head of service may reimburse fees for renewal of qualifications and relevant courses incurred by an employee who is eligible to be paid a first aid allowance.</li> <li>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.</li> <li>4. The allowance must not be included in salary</li> </ol>								

	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.								
Rate/Frequency	Per day (1) Advanced level:	\$3.67	\$3.74	\$3.77	\$3.84	\$3.90	\$3.99	\$4.03	\$4.11
	Per day (2) Occupational or specialist	\$4.36	\$4.44	\$4.48	\$4.56	\$4.63	\$4.74	\$4.79	\$4.88
Payment on Leave	Not paid during any type of unpaid leave.								
Exclusions	The allowance is not payable to either of the following: <ol style="list-style-type: none"> <li>1. An employee who, as part of their normal duties, is required to maintain a first aid qualification.</li> <li>2. An employee who receives Corporate Citizens allowance for their role as a First Aid Officer or Fire Warden.</li> </ol>								
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								
<b>Camping</b>		<b>Pay Rates as at 1.10.2022</b>	1.79% from 5/1/2023	1% from 8/6/2023	1.74% from 7/12/2023	1.5% from 6/6/2024	2.44% from 5/12/2024	1% from 5/6/2025	1.93% from 4/12/2025
Classification	Any								
Employee Type	An employee of any classification who is required to camp out.								
Description	Camping allowance is payable to employees who are required to camp out in unserved facilities. The allowance is payable for each night under camping conditions subject to various qualifying conditions for different levels of allowances detailed below.								

Rate/Frequency	per day (1) catering provided:	\$40.00	\$40.72	\$41.12	\$41.84	\$42.47	\$43.50	\$43.94	\$44.79
	per day (2) catering not provided:	\$66.88	\$68.08	\$68.76	\$69.95	\$71.00	\$72.74	\$73.46	\$74.88
Payment on Leave	Not paid during any type of paid or unpaid leave.								
Definitions	unserviced facilities do not provide access to running water, electricity, catering, bathroom, and heating/cooling.								
Notes	Where a member of a camping party travels to and from home each day without Camping allowance, or without claiming reimbursement for travel under Part 7.1 of the repealed Public Sector Management Standards (PSMS) 2006, the fare for their travel may be refunded provided that: a) the cost is not greater than the amount payable for Camping allowance or reimbursement for reasonable travel expenses under Part 7.1 of the repealed PSMS 2006; b) the approval of the officer directly responsible for the camping party is first obtained.								
Exclusions	(1) The allowance does not apply to an employee who has been authorised by the head of service to reside in lodgings.  (2) No allowance for travelling time or waiting time is payable under this provision.								
Allowance Type	Disability								
<b>Camping Outlay</b>		<b>Pay Rates as at 1.10.2022</b>	1.79% from 5/1/2023	1% from 8/6/2023	1.74% from 7/12/2023	1.5% from 6/6/2024	2.44% from 5/12/2024	1% from 5/6/2025	1.93% from 4/12/2025
Description	Where an employee who is entitled to be paid a Camping allowance is required to camp out in unserviced facilities in excess of seven days, they will be entitled to an additional allowance for the period which is:								
Rate/Frequency	per day (3) more than 7 days but less than 14 days:								
	per day (4) not less than 14 days but less than 21 days:								
		\$80.32	\$81.76	\$82.58	\$84.01	\$85.27	\$87.35	\$88.23	\$89.93
		\$160.63	\$163.51	\$165.14	\$168.01	\$170.53	\$174.70	\$176.44	\$179.85

	per night (5) any other case more than 21 days:	\$240.98	\$245.29	\$247.75	\$252.06	\$255.84	\$262.08	\$264.70	\$269.81
	Where an employee is not supplied with camping equipment by the Directorate and they hire it, in addition to the allowance under this provision they are entitled to be paid an allowance equal to the cost of hiring the equipment.								
	Where an employee who is required to camp out in unserviced facilities is required to move from camp to camp and where they are not staying in a base camp, a caravan or a hut, then an additional allowance is to be paid if the period of camping out is:								
	per night (6) more than 1 night but not more than 5 consecutive nights	\$12.75	\$12.98	\$13.11	\$13.34	\$13.54	\$13.87	\$14.01	\$14.28
	per night (7) not less than 6 consecutive nights	\$25.56	\$26.02	\$26.28	\$26.73	\$27.14	\$27.80	\$28.08	\$28.62
Definitions	unserviced facilities.do not provide access to running water, electricity, catering, bathroom, and heating/cooling.								
Allowance Type	Disability								

Community Language		Pay Rates as at 1.10.2022	1.79% from 5/1/2023	1% from 8/6/2023	1.74% from 7/12/2023	1.5% from 6/6/2024	2.44% from 5/12/2024	1% from 5/6/2025	1.93% from 4/12/2025
Classification	Any								
Employee Type	Any								
Description	Employees whose duties involve communication on a regular basis in languages other than English, including Deaf Oral language, Deaf Sign language and Aboriginal languages, will be paid an allowance if their language competence meets the required level, as follows:								

Rate/Frequency	per annum (1) NAATI Level 1: (paid in equal fortnightly instalments)	\$1,237	\$1,259	\$1,272	\$1,294	\$1,313	\$1,345	\$1,359	\$1,385
	per annum (2) NAATI Level 2 or higher: (paid in equal fortnightly instalments)	\$2,472	\$2,516	\$2,541	\$2,586	\$2,624	\$2,688	\$2,715	\$2,768
Payment on Leave	The allowance is payable during paid personal leave, annual leave and long service leave, pro-rata where appropriate, but not during any other period of leave.								
Exclusion	Employees who are classified as an Interpreter or Translator are not eligible for the allowance.								
Notes	<ol style="list-style-type: none"> <li>1. Eligible part-time employees are entitled to receive the allowance on a pro-rata basis.</li> <li>2. The minimum required standard of language competence for receipt of the allowance is accreditation at National Accreditation Authority for Translators and Interpreters (NAATI) Level 1.</li> <li>3. Where assessment in a language is not offered by NAATI, the head of service may approve assessment by another individual or body that has the necessary expertise to assess the language skills and has sufficient knowledge of NAATI levels and competencies required to determine the appropriate rate of allowance.</li> <li>4. The head of service should arrange accreditation testing, and pay any associated fees.</li> </ol>								



Notes	<div>5. Until such time as recognition by NAATI, or an alternative provider, is available, the head of service may approve the payment at Level 1 to an employee on the certification of the employee's supervisor.</div> <div>6. The allowance may be paid from the date of an employee's application for payment, or from the date at which the head of service determines the need for the language has been demonstrated.</div> <div>7. Payment of the allowance should be reviewed annually, or whenever the employment status of a recipient changes (e.g. upon the recipient's promotion or temporary transfer). Such reviews should address whether there is a continuing need for communication in a language other than English.</div>
Allowance Type	Qualification

Corporate Citizens		On agreement effective date	1% from 08/06/2023	1.74% from 07/12/2023	1.5% from 06/06/2024	2.44% from 05/12/2024	1% from 05/06/2025	1.93% from 04/12/2025
Classification	Any							
Employee Type	Any							
Description	<p>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:</p> <ol style="list-style-type: none"> <li>1. <b>First Aid Officer.</b> 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 head of service may allow the continued payment of the allowance for a short period to allow for re-qualification. The head of service may reimburse fees for renewal of an employee's first aid qualification.</li> <li>2. <b>Fire Warden.</b> The employee must be a designated fire warden in a workplace or work group who has completed the appropriate training. All Fire Warden training will be provided at no cost to the employee.</li> <li>3. <b>Elected and Trained Health and Safety Representative (HSR).</b> 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> and must have successfully completed a recognised HSR training program approved by WorkSafe ACT. 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.</li> </ol>							

Conditions	<p>All the following conditions apply:</p> <ol style="list-style-type: none"> <li>1. The allowance must not be included in salary for overtime or penalty payments.</li> <li>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.</li> <li>3. An employee who holds a combination of First Aid Officer, Fire Warden or HSR roles is eligible for one payment of the allowance only.</li> </ol>							
Rate/Frequency Payment on Leave	Per day	\$2.98	\$3.01	\$3.06	\$3.11	\$3.18	\$3.22	\$3.28
	Not paid during any type of unpaid leave.							
Exclusions	<p>The allowance is not payable to any of the following:</p> <ol style="list-style-type: none"> <li>1. An employee who is not an HSR and is paid Advanced First Aid allowance.</li> <li>2. An employee who is not an HSR or Fire Warden and is required to maintain a first aid qualification as part of their normal duties.</li> </ol>							
Definition	<p>“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.</p>							
Allowance Type	Functional							

**Employer initiated transfer**

Classification	Teacher Level 1-Teacher Level 8 School Leader C – School Leader B School Leader A
Employee Type	Teachers and School Leaders
Description	The head of service may apply an allowance to attract experienced teachers to schools where they are needed most across the system.
Rate/Frequency	\$2,500 one off payment
Notes	

**Fire Duty Coordinator**

Pay Rates as at 1.10.2022	1.79% from 5/1/2023	1% from 8/6/2023	1.74% from 7/12/2023	1.5% from 6/6/2024	2.44% from 5/12/2024	1% from 5/6/2025	1.93% from 4/12/2025
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Classification	Any									
Employee Type	Any									
Description	An employee who is designated and rostered to perform the role of Fire Duty Coordinator. The allowance will be paid only to employees with the necessary identified high level Incident Management training and extensive fire experience who are assessed as suitable for performing the duties.									
Rate/Frequency	per day	\$119.66	\$121.80	\$123.02	\$125.16	\$127.04	\$130.14	\$131.44	\$133.98	
Payment on Leave	Not paid during any type of paid or unpaid leave.									
Note	The Fire Duty Co-ordinator roster will be implemented as fire dangers and fire activity in and around the ACT dictate, but is generally concentrated around the declared fire season.									
Exclusions	This allowance replaces all entitlements to the payment of Agency Representative, On Call, Close Call and Overtime Meal allowances in relation to the duties of Fire Duty Coordinator.									
Allowance Type	Functional									

# Motor Vehicle

Classification	Any	
Employee Type	Any	
Description	<p>The head of service may authorise an employee to use a motor vehicle they own or hire:</p> <ol style="list-style-type: none"> <li>For official purposes, where the head of service is satisfied this use would: <ol style="list-style-type: none"> <li>result in greater efficiency; or</li> <li>involve the ACT Government in less expense than if public transport or a vehicle owned by the ACT Government were used.</li> </ol> </li> <li>For specified journeys, where the head of service is satisfied that: <ol style="list-style-type: none"> <li>the use will not result in the employee taking more time on the journey than they would otherwise take; or</li> <li>it would not be contrary to the interest of the ACT Government.</li> </ol> </li> <li>Travel between normal headquarters and a temporary work station, or between the employee's home and a temporary work station, where the head of service is satisfied that: <ol style="list-style-type: none"> <li>there is no public transport available for travel to the temporary station; or</li> <li>although public transport is available, the work program makes its use impossible.</li> </ol> </li> </ol>	
Rate/Frequency	per km (1) Small car - 1600cc non-rotary, 800cc rotary:	\$0.78
	per km (2) Medium - 1601-2600cc non-rotary 801-1300cc rotary:	\$0.90
	per km (3) Large – over 2600cc non-rotary over 1300cc rotary:	\$0.91
Payment on Leave	Not paid during any type of paid or unpaid leave.	

**Motor Vehicle Cont.**

Notes	<ol style="list-style-type: none"><li>1. The amount of the allowance is to be reduced by the amount of any Isolated Establishments (or equivalent) allowance that is payable. If the amount of any Isolated Establishments (or equivalent) allowance payable exceeds the amount of motor vehicle allowance that would otherwise be payable, then no motor vehicle allowance may be authorised.</li><li>2. If an employee satisfies the head of service that the allowance is insufficient to meet the amount of the expenses reasonably incurred and paid by the employee in using a motor vehicle for official purposes, the head of service may grant an additional allowance equal to the amount by which those expenses exceed the amount of the allowance or allowances.</li><li>3. If, as a consequence of using a motor vehicle an employee is required to pay a higher insurance premium than would otherwise be the case, they are entitled to be reimbursed the additional cost.</li><li>4. Employees who use a private motor vehicle under the motor vehicle allowance conditions may be reimbursed parking fees, bridge and car-ferry tolls incurred whilst on duty, but not fines.</li></ol>
Allowance Type	Expense

Special Education		Pay Rates as at 1.10.2022	1.79% from 5/1/2023	1% from 8/6/2023	1.74% from 7/12/2023	1.5% from 6/6/2024	2.44% from 5/12/2024	1% from 5/6/2025	1.93% from 4/12/2025
Classification	Classroom teachers, School Leader B and C								
Employee Type	Teachers								
Description	<p>A teacher who works in a specialist school or in a designated special education class or who predominantly teach classes with students identified as special education students, is entitled to payment of the Special Education Allowance.</p> <p>A principal may also authorise payment where it is reasonable due to the specific job requirements.</p>								
Rate/Frequency	per annum (paid in equal fortnightly instalments)	\$2,981	\$3,034	\$3,065	\$3,118	\$3,165	\$3,242	\$3,274	\$3,338
Special Conditions	The annual allowance is calculated at the rate of 36.75 hours per week. Individual payments are calculated on a pro-rata basis annually, dependent on the percentage of time spent within the special education setting. Payment is commenced following confirmation by Principal, of eligible staff and their percentage entitlement.								
Payment on Leave	Paid during LSL, annual leave, paid personal leave, paid birth leave and other paid leave.								
Exclusion	School Leader A's are not eligible to receive this allowance.								
Allowance Type	Functional								

Travelling Entitlement		Pay Rates as at 1.10.2022	1.79% from 5/1/2023	1% from 8/6/2023	1.74% from 7/12/2023	1.5% from 6/6/2024	2.44% from 5/12/2024	1% from 5/6/2025	1.93% from 4/12/2025
Classification	Any								
Employee Type	Education Support employee								
Description	<p>An employee appointed to, or on contract at, Birrigai at Tidbinbilla or Jervis Bay Primary School will be paid the following allowance for each complete trip when the employee attends duty to a maximum of one per day. An employee is entitled to be paid the full rate of the entitlement for each continuous period of duty where they:</p> <p>(a) travel to Birrigai at Tidbinbilla or Jervis Bay Primary School to attend for a period of normal duty; or</p> <p>(b) have been directed to return to duty, with or without prior notice, to perform extra duty; at their own expense.</p> <p>Where an employee travels at the Directorate's expense on the journey either to or from Birrigai at Tidbinbilla or Jervis Bay Primary School, they are entitled to be paid the partial rate.</p>								
Rate/Frequency	<p>per day (a) travel at the Directorate's expense, to or from</p> <p>per day (b) travel at the employee's expense</p>								
Payment on Leave	Not paid during any type of paid or unpaid leave.								
Exclusion	An employee who lives in a dwelling provided by the Directorate at Birrigai at Tidbinbilla or Jervis Bay Primary School, or lives within 10 kms of it, is not entitled to travelling entitlement unless they receive a payment for the use of a private motor vehicle for official purposes.								
Special Conditions	.								
Allowance Type	Expense								



## ANNEX D OTHER LEAVE

Leave to:	1. Attend Aboriginal or Torres Strait Islander Ceremonies
Purpose	The head of service may approve an employee's application to access leave to attend a ceremony associated with the death of an immediate or extended family member or for other ceremonial obligations under Aboriginal and Torres Strait Islander law.
Eligibility	An employee who is of Aboriginal or Torres Strait Islander descent.
Entitlement	A maximum period of 10 days in any 2 year period, in addition to bereavement leave.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	2. Attend Aboriginal and Torres Strait Islander meetings
Purpose	The head of service 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.
Conditions	If an employee accepts any fee for attendance at the meeting, leave is 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:	<b>3. Attend NAIDOC week activities</b>
Purpose	The head of service 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, totaling the equivalent of one complete day.
Conditions	Subject to operational requirements.
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave for:	<b>4. Religious purposes</b>
Purpose	The head of service may approve an employee's application to access leave to enable an employee to attend a ceremony integral to the practice of the employee's religious faith.
Eligibility	An employee who is an adherent to the particular religious faith and who is a practising member of that religious faith.
Entitlement	A maximum period of 10 days in any 2 year period.
Conditions	Religious leave is only available for ceremonies that are of significant importance to the particular faith that are generally observed by the entire faith. Leave is not available for ceremonies that are only of significance to the individual member of the particular religious faith.
Rate of payment	Without pay.
Effect on other entitlements	Will not count as service for any purpose.

Leave for:	5. Defence Reserve
Purpose	The head of service may approve an employee's application to access leave to enable an employee to undertake specified defence service and, also, enlistment, training or deployment with the Australian Defence Force Reserve (ADFR).
Eligibility	Available to employees other than casual employees.
Entitlement	<p>The entitlement to leave for Reserve Service is prescribed under the <i>Defence Reserve Service (Protection) Act 2001</i>.</p> <p>An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.</p> <p>An employee is entitled to ADF Reserve Leave with pay, for up to 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.</p> <p>During an employee's first year of ADF Reserve service, a further 2 weeks paid leave may be granted by the head of service to facilitate participation in additional ADF Reserve training, including induction requirements.</p> <p>With the exception of the additional 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.</p> <p>Employees are not required to pay their tax-free ADF Reserve salary to the ACTPS in any circumstances.</p> <p>An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to 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.</p> <p>Defence Reserve Leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except Annual Leave.</p> <p>An eligible employee may also apply for Annual Leave, Long Service Leave, leave without pay, or they may use ADOs or flextime (where available) to make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.</p>
Conditions	An eligible employee must give notice to the head of service as soon as practicable of their absence or intention to be absent for Defence Reserve Leave, including documentary evidence.
Rate of payment	With pay or without pay.
Effect on other entitlements	As per entitlement.

Leave to:	6. Operational Service Personal Leave
Purpose	The head of service may approve an employee's application to access leave to enable officers and employees who have rendered operational service to be absent from duty when they are unfit for work because of war-caused injuries or diseases.
Eligibility	An officer or employee, (other than a casual employee), who has rendered operational service.
Entitlement	<p>Operational service personal leave is cumulative and is additional to personal leave entitlements contained in clause F4.</p> <p><b>Officers:</b></p> <p>On appointment, an eligible officer is entitled to 9 weeks operational service personal leave.</p> <p>An eligible officer is entitled to receive an additional credit of 3 weeks operational service personal leave at all of the following times:</p> <p>12 months after the date of appointment.</p> <p>24 months after the date of appointment.<sup>36</sup></p> <p>months after the date of appointment.</p> <p>The maximum operational service personal leave balance that an eligible officer may have is 18 weeks.</p> <p><b>Employees (other than Officers):</b></p> <p>On engagement, an eligible employee is entitled to nine days operational service personal leave.</p> <p>An eligible employee is entitled to receive an additional credit of 3 days operational service personal leave at all of the following times:</p> <p>12 months after the date of engagement.</p> <p>24 months after the date of engagement.<sup>36</sup></p> <p>months after the date of engagement.</p> <p>The maximum operational service personal leave balance that an eligible employee may have is 18 days.</p> <p>Where operational service personal leave credits have been exhausted, the head of service may grant an employee personal leave or a period of unpaid operational service personal leave.</p>
Conditions	<p>An eligible officer or employee should discuss with their manager/supervisor, as soon as practicable, of their absence or intention to be absent on operational service personal leave.</p> <p>An eligible officer or employee must make an application to the head of service to access their operational service personal leave entitlement.</p> <p>Having considered the requirements of this clause the head of service may approve an eligible officer or employee's application to access operational service personal leave. A decision not to approve the leave will be taken in accordance with subclause F3.1.</p>

Leave for:	<b>6. Operational Service Personal Leave (cont)</b>
Conditions (cont)	Operational service personal leave may be granted by the head of service for any of the following: (a) To cover absences resulting from war-caused injury or diseases. Following a written request from an eligible officer or employee, which must include documentary evidence that the absence is due to the war-caused injury or disease, including evidence that the injury or disease is a war-caused injury or disease in accordance with the requirements of the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i> .
Rate of payment	With pay. The rate of payment to be paid to the employee during a period of operational service personal leave is the same rate as would be paid if the employee was granted personal leave, except where it is granted without pay.
Effect on other entitlements	Operational service personal leave with pay will count as service for all purposes. Operational service personal leave without pay will not count as service.
Interpretation	<b>Operational service</b> has the same meaning as in the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i> . <b>War-caused injuries or diseases</b> has the same meaning as in the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i> .
Leave for:	<b>7. Returned soldiers for medical purposes</b>
Purpose	The head of service may approve an employee's application to access leave to enable an employee to attend an appointment for treatment or review as a returned soldier under the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i> .
Eligibility	An employee who is a returned soldier.
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:	<b>8. Accompany a domestic partner on a posting</b>
Purpose	The head of service 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	<p>An employee whose domestic partner is posted to interstate or overseas employment by their employer, and the employer is one of the following:</p> <ul style="list-style-type: none"> <li>• the ACTPS,</li> <li>• the APS,</li> <li>• Calvary Hospital Incorporated,</li> <li>• A statutory authority established under a Federal, state or territory law.</li> </ul> <p>or the domestic partner is employed in a capacity that is directly relevant to representing Australia's national interest.</p> <p>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.</p>
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 as service for any purpose.

Leave to:	<b>9. Engage in employment in the interests of defence or public safety</b>
Purpose	The head of service may approve an employee's application to access leave to enable the employee to engage in work or employment that the head of service considers is in the interests of the defence or public safety of the Commonwealth or the Territories.
Eligibility	An employee.
Entitlement	A maximum period of 2 years.
Conditions	-

Rate of payment	Without pay.
Effect on other entitlements	<p>The first 12 months will count as service for all purposes.</p> <p>Subsequent leave will count as service for all purposes except annual leave.</p> <p>If an employee does not return to duty with the ACTPS the leave will not count as service for any purpose.</p>

Leave to:	<b>10. Attend as a witness</b>
Purpose	The head of service 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	<p>With pay where the employee is to give evidence for any of the following:</p> <ul style="list-style-type: none"> <li>(a) On behalf of a Territory, a State or the Commonwealth.</li> <li>(b) On behalf of an authority established by or under a law of a Territory, State or the Commonwealth.</li> <li>(c) In a judicial review or administrative review proceeding where the matter being reviewed relates to the work of the employee.</li> <li>(d) Before a Royal Commission appointed under a law of the Commonwealth.</li> <li>(e) Before a person conducting an inquiry under a law of a Territory, a State or the Commonwealth.</li> <li>(f) Before a person or authority exercising arbitral functions under a law of a Territory, a State or the</li> </ul>

	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:	<b>11. Attend proceedings at the Fair Work Commission</b>
Purpose	The head of service 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. 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.
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 does count as service for all purposes. Without pay does not count as service for any purpose, but does not break continuity of service for long service leave purposes.

Leave to:	<b>12. Donate an organ</b>
Purpose	The head of service 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 month period.
Conditions	-



Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	<b>13. Donate blood</b>
Purpose	The head of service may approve an employee's application to access leave to enable an employee to donate blood.
Eligibility	An employee, who volunteers as a blood donor.
Entitlement	The time necessary to attend to give blood, including travel and reasonable recovery time.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	<b>14. Hold a full-time office in a staff organisation</b>
Purpose	The head of service 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 ACTPS 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 2 two 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 birth leave as provided by subclause F14.7.
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Leave for:	<b>15. Local government purposes</b>
Purpose	The head of service may approve an employee's application to access leave to enable the employee to attend formal meetings, in the capacity of an elected office holder, of a local government council.
Eligibility	An employee who is a duly elected office holder of a local government council.
Entitlement	A maximum period of one of the following: (a) In the case of an employee who is mayor or president of the council, 5 days in any 12 month period. (b) In any other case 3 days in any 12 month period.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	<b>16. Campaign for election</b>
Purpose	The head of service 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 approved by the Head of Service.
Entitlement	A maximum period of 3 months.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will not count as service for any purpose.
Leave to:	<b>17. Attend sporting events as an accredited competitor or official</b>
Purpose	The head of service 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 is with pay unless otherwise agreed by the employee.
Rate of payment	With pay 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.
Leave to:	<b>18.Cope with a disaster</b>
Purpose	The head of service may approve an employee's application to access leave when 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 12 months.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.


Leave to:	<b>19. Engage in employment associated with compensation</b>
Purpose	The head of service may approve an employee's application to access leave to enable an employee to engage in employment outside the ACTPS as part of a rehabilitation process under the Safety, Rehabilitation and Compensation Act 1988.
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:	<b>20. Engage in employment in the interests of the ACTPS</b>
Purpose	The head of service may approve an employee's application to access leave to enable an employee to engage in work or employment outside the ACTPS where the head of service is satisfied that the employment is in the interests of the ACTPS.
Eligibility	An employee, (other than an employee) who meets one of the following: (a) They are a probationary employee. They have 6 months or less continuous employment.
Entitlement	A maximum period of 5 years.
Conditions	-
Rate of payment	Without pay.


Effect on other entitlements	<p>Will counts as service for all purposes except for annual leave.</p> <p>If an employee does not return to duty with the ACTPS the leave will not count as service for any purpose.</p>
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Leave to:	21. Take leave where leave cannot be granted under any other provision
Purpose	The head of service 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	<p>Without pay, except where the head of service determines there are special circumstances, having regard to:</p> <ul style="list-style-type: none"> <li>(a) the purpose for which the leave is being taken; and</li> <li>(b) the length of service of the employee; and</li> <li>(c) the length of the period for which the leave is being taken.</li> </ul> <p>In special circumstances the head of service determines whether leave is at full pay or half pay.</p>
Effect on other entitlements	Leave without pay will not count as service for any purpose. However where the head of service determines there are special circumstances and that the period of leave granted is to be with pay then the paid leave will count as service for all purposes.

## SIGNATORY PAGE

### ACT Public Sector Education Directorate (Teaching Staff) Enterprise Agreement 2023-2026

REPRESENTATIVE OF EMPLOYER	
SIGNATURE:	
NAME	Kathy Leigh
ADDRESS	220 London Circuit, Canberra City ACT 2601
AUTHORITY TO SIGN THE AGREEMENT	Signatory holds the Office of Head of Service, ACT Public sector

REPRESENTATIVE OF EMPLOYEES	
SIGNATURE:	
NAME	Patrick Judge
ADDRESS	1/71 Leichardt Street, Kingston ACT 2604
AUTHORITY TO SIGN THE AGREEMENT	Secretary, Australian Education Union – ACT Branch

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2023/2301

Applicant:  
Australian Capital Territory

Section 185 – Application for approval of a single enterprise agreement

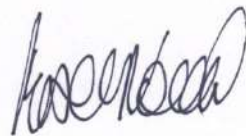
## Undertaking – Section 190

I, Russell Noud, Executive Group Manager Office of Industrial Relations and Workforce Strategy, have the authority given to me by the Australian Capital Territory to give the following undertakings with respect to the ACT Public Sector Education Directorate (Teaching Staff) Enterprise Agreement 2023-2026 ("the Agreement"):

I have the authority given to me by the ACT Government to provide this undertaking in relation to the application before the Fair Work Commission.

1. I undertake on behalf of the ACT Government to apply clause W7 of the Agreement (Stand Down) to the following classifications:
  - a. School Psychologist
  - b. Senior Psychologist
2. I undertake on behalf of the ACT Government to apply clause E24 of the Agreement (Recovery Leave) to the following classifications:
  - a. Manager Psychologist
  - b. Senior Manager Clinical Practice

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

3 August 2023  
Date

## Annexure A

### IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2023/2301

Applicant:  
Australian Capital Territory

Section 185 – Application for approval of a single enterprise agreement

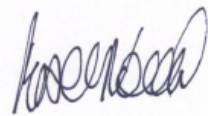
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Signature

3 August 2023 \_\_\_\_\_  
Date