

ACT Public Service Nursing and Midwifery Enterprise Agreement 2013-2017

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Section A – Scope of Agreement

1. TITLE

- 1.1 This Agreement, made under Section 172 of the *Fair Work Act 2009*, will be known as the ACT Public Service Nursing and Midwifery Enterprise Agreement 2013-2017.

2. MAIN PURPOSE

- 2.1 The main purpose of this Agreement is to provide for common terms and conditions that apply across the ACT Public Service (ACTPS) and terms and conditions that reflect the operational and business requirements of the particular Business Units and of nursing and midwifery employees.

Retaining our people

- 2.2 In order to promote permanent employment and job security for employees, the ACTPS will endeavour to minimise the use of temporary and casual employment. The ACTPS agrees to the use of temporary employees only where there is no officer available with the expertise, skills or qualifications required for the duties to be performed or the assistance of a temporary nature is required for the performance of urgent or specialised work within a particular business unit of the ACTPS and it is not practical in the circumstances to use the services of an existing officer.
- 2.3 In respect of casual employment, where regular and systematic patterns of work exist and where persons have a reasonable expectation that such arrangements will continue, consideration should be given to engaging the person on a different basis, including on a permanent or temporary basis.
- 2.4 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 relevant manager/supervisor.
- 2.5 These strategies and initiatives may include:
- (a) developing flexible working arrangements, such as variable employment, part-year employment, job sharing and purchased leave;
 - (b) planning phased retirement arrangements for individual mature age employees who are considering retirement within four to five years, including through reducing the employee's management or higher level responsibilities during a phased retirement period;
 - (c) 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;
 - (d) arranging training to assist the employee in any changing roles the employee may have as part of the employee's phased retirement;
 - (e) developing arrangements to facilitate the return of former mature age employees, including by engaging such persons for a short period in a mentoring capacity;
 - (f) 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

- 2.6 The ACTPS will consult with 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.

- 2.7 The ACTPS may run various entry programs in the light of operational needs and available resources. Entry to these programs will be by merit selection. All employment arrangements for entry level positions, including graduates, trainees and apprentices should be fair and attractive.

Developing our people

- 2.8 The ACTPS will consult and agree with 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.
- 2.9 This Agreement supports a performance culture within the ACTPS that promotes ethical workplace conduct and rewards employees for their contribution towards the achievement of ACTPS's objectives.
- 2.10 It is acknowledged that performance management is important to employee development and to ensuring the relationship between corporate, team and individual responsibilities are aligned to individual, team and organisational objectives.
- 2.11 Any performance management schemes in the ACTPS will not include performance pay and will not be used for disciplinary purposes.

Recognising our people

- 2.12 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.
- 2.13 Any outcomes of this consultation will only be implemented by agreement of the ACTPS and the union(s).

Ensuring fairness

- 2.14 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.
- 2.15 The ACTPS will work with employees to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, relationship or marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Achieving a better work and life balance

- 2.16 The ACTPS is committed to providing employees with a work/life balance that recognises the family and other personal commitments of employees.

Promoting a healthy and safe working environment

- 2.17 The ACTPS is committed to promoting, achieving and maintaining the highest levels of health and safety for all employees.
- 2.18 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 *WHS Act*.

- 2.19 Bullying and harassment and discrimination of any kind will not be tolerated in ACTPS workplaces. It is recognised that bullying and harassment in the workplace has both emotional and financial costs and that both systemic and individual instances of bullying and harassment are not acceptable. Accordingly:
- (a) if the head of service is made aware of instances, or reported instances, of bullying and harassment or discrimination, the head of service will investigate the concerns as soon as possible in accordance with the Workplace Behaviours provisions in Section O of this Agreement; or
 - (b) if the head of service independently considers that inappropriate behaviour may be occurring, then the head of service will respond, as soon as possible, in a manner commensurate with the seriousness of this issue.
- 2.20 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:
- (a) organisational/environmental policies and programs;
 - (b) awareness and education programs that promote healthy lifestyles and reduce risk factors; and
 - (c) traditional and non-traditional physical activity programs.

3. APPLICATION OF THE AGREEMENT AND COVERAGE

- 3.1 In accordance with Sections 52 and 53 of the *Fair Work Act 2009*, this Agreement applies to and covers:
- (a) the head of service on behalf of the Australian Capital Territory;
 - (b) the Chief Executive Officer of Calvary Health Care ACT Inc on behalf of the Australian Capital Territory;
 - (c) all persons engaged under the *Public Sector Management Act 1994* at any time when the Agreement is in operation in one of the Classifications in Schedule 1, except a person who is engaged as head of service under Sections 23C and 23J of the PSM Act, persons engaged as directors-general under Sections 20 or 30 of the PSM Act or persons engaged as executives under Sections 72 or 76 of the PSM Act.
 - (d) ACT Territory Authorities and instrumentalities that engage persons under the *Public Sector Management Act 1994* in classifications listed in Schedule 1 of this Agreement.
 - (e) the Australian Nursing and Midwifery Federation (ANMF) subject to the FWC noting in its decision to approve this Agreement that it covers the ANMF; and
 - (f) the Health Services Union of Australia, subject to the FWC noting in its decision to approve this Agreement that it covers the HSU.

4. COMMENCEMENT AND DURATION

- 4.1 This Agreement will commence operation seven days after its approval by the Fair Work Commission. The nominal expiry date of this Agreement is 30 June 2017.

5. OPERATION OF THE AGREEMENT

- 5.1 This Agreement is comprehensive and provides the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under other applicable legislation.

- 5.2 Applicable legislation includes:
- (a) the *Public Sector Management Act 1994 (ACT) (PSM Act)*;
 - (b) the *Public Sector Management Standards (PSM Standards)*;
 - (c) the *Fair Work Act 2009 (Cth) (FW Act)*;
 - (d) *Work Health and Safety Act 2011 (ACT) (WHS Act)*;
 - (e) *Territory Records Act 2002 (ACT) (TR Act)*;
 - (f) *Holidays Act 1958 (ACT) Holidays Act*; and
 - (g) *Safety Rehabilitation and Compensation Act 1988 (Cwth) (SRC Act)*.
- 5.3 This Agreement constitutes a closed agreement in settlement of all claims for its duration. Therefore, during the life of this Agreement, there will be no further claims affecting the provisions of this Agreement, except where this is consistent with the terms of this Agreement.
- 5.4 This Agreement shall stand-alone and apply to the exclusion of any other federal award/s and/or agreements that otherwise would have applied to the employment of any employees subject to this Agreement.
- 5.5 This Agreement prevails over ACT legislation, including the *Public Sector Management Act 1994* and the *Public Sector Management Standards* and relevant policy statements and guidelines to the extent of any inconsistency.

6. AGREEMENT AVAILABILITY

- 6.1 Copies of this Agreement will be made available, in paper or electronic form, to employees covered by this Agreement.
- 6.2 Employees covered by the Agreement must be aware of the relevant conditions and entitlements of this Agreement. Managers supervising employees will ensure that those employees are aware of the relevant conditions and entitlements.

7. AUTHORITY OF THE HEAD OF SERVICE

- 7.1 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.
- 7.2 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.
- 7.3 Only directors-general may, in writing, sub-delegate a power or function delegated to them by the head of service.
- 7.4 To avoid doubt, in this Agreement reference to the head of service may be taken to mean delegate where the head of service has delegated the particular power or function under subclause 7.1.

8. VARIATION TO AGREEMENT

- 8.1 This Agreement may be varied in accordance with the provisions of the *Fair Work Act 2009*.

9. TERMINATION OF AGREEMENT

- 9.1 The ACTPS and the Unions covered by the 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 *Fair Work Act 2009*.

Section B – Rates of Pay and Pay Related Matters

10. PAY INCREASES

- 10.1 Employees will be paid in accordance with the employee's classification and rates of pay set out in Schedule 1 to this Agreement.
- 10.2 Pay increases for all classifications covered by this Agreement will apply as follows:
- (a) An increase in base pay of \$2550 or 3%, whichever is the greater, with effect from the first pay period on or after 1 July 2013. This increase will be paid no later than the second pay day following the commencement of this Agreement; and any back pay will be paid as soon as reasonably possible; and
 - (b) a 1.5% increase effective from the first pay period on or after 1 July 2014; and
 - (c) a 1.5% increase effective from the first pay period on or after 1 April 2015; and
 - (d) a 1.5% increase effective from the first pay period on or after 1 October 2015; and
 - (e) a 1.5% increase effective from the first pay period on or after 1 April 2016; and
 - (f) a 1.5% increase effective from the first pay period on or after 1 October 2016; and
 - (g) a 1.5% increase effective from the first pay period on or after 1 April 2017.
- 10.3 A person who was an employee of the ACTPS on 1 July 2013 and who separated from the ACTPS before the commencement of this Agreement will be paid any difference between the rate of pay set out in Schedule 1 to this Agreement and the rate which the former employee was paid in the same classification on separation. Any monies paid on separation from the ACTPS will be adjusted in the same manner as the rate of pay.

11. METHOD OF PAYMENT

- 11.1 Employees will be paid fortnightly and by electronic funds transfer into a financial institution account of the employee's choice.
- 11.2 The ACTPS commits to paying employees the employees' ordinary fortnightly pay and allowances on the appropriate payday. The ACTPS also commits to paying any shift penalties, overtime payments and higher duties allowance within two pay periods of the appropriate authorisation having been received by the relevant corporate area.
- 11.3 Ordinary fortnightly pay will be based on the following formula:
- $$\text{Fortnightly pay} = \frac{\text{annual rate of pay} \times 12}{313}$$
- 11.4 A part-time employee will be paid pro-rata based on the employee's agreed working hours.
- 11.5 An employee will, with the approval of the head of service, be advanced the pay due for any period of approved paid annual or long service leave. Advancement of pay will be subject to payroll processing timeframes. The approval of the head of service will not be unreasonably withheld.

- 11.6 Payment for overtime worked, penalty rates incurred and other non-salary items applicable to the current fortnight may be paid not later than the payday of the following fortnight.

Record Keeping

- 11.7 The ACTPS will keep records relating to the employees' work, including records about attendance and pay, in accordance with the requirements of the *Fair Work Act* and *Fair Work Regulations*.
- 11.8 The employee will record the time of commencing and ceasing duty for each period of attendance. These records will be provided to the supervisor/manager where the supervisor/manager so requests.

12. PAYROLL DEDUCTION FOR UNION FEES

- 12.1 Upon request by the Union, the ACTPS will facilitate arrangements for payroll deductions for union fees. The ACTPS agrees that it will not impose any limitations or impediments to an employee utilising payroll deductions for union fees that do not apply to other regular payroll deductions.

13. SUPPORTED WAGE SYSTEM

- 13.1 Employees who are assessed as eligible to receive a supported wage under subclause 13.2 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, providing that the minimum amount payable is not less than 10% of the first pay point of the Assistant in Nursing pay range per week.
- 13.2 The ACTPS will arrange for an assessment of the productive capacity of an employee in accordance with the processes contained in the National Minimum Wage Order issued annually by the FWC, except that the minimum rate will be as set out in subclause 13.1.

14. ATTRACTION AND RETENTION INCENTIVES

- 14.1 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 have attraction and retention arrangements that may differ from some of the terms and conditions under this Agreement.
- 14.2 The framework under which attraction and retention arrangements may apply during the life of this Agreement is set out in Schedule 2 of this Agreement.

15. OVERPAYMENTS

- 15.1 An overpayment is any payment in respect of pay, allowance or leave, whether the overpayment is by accident or otherwise, to which the employee is not entitled.
- 15.2 In the event that an employee has received an overpayment, the ACTPS will recover the overpayment in accordance with this clause.
- 15.3 Where an overpayment has occurred, the head of service will advise the employee in writing, as soon as practicable, of the:
- (a) pay period(s) in which the overpayment occurred;
 - (b) nature of the overpayment;
 - (c) gross and net components of the overpayment;
 - (d) process for recovery of the overpayment; and
 - (e) proposed recovery rate.

- 15.4 The head of service and the employee will agree on a reasonable recovery rate having regard for all of the circumstances prior to any recovery being made. Where agreement cannot be reached subclause 15.6 will apply.
- 15.5 Any such agreement may include recovery of the overpayment by the ACTPS:
- (a) as a lump sum; or
 - (b) by payroll deduction from pay;
 - (c) by adjusting leave credits; or
 - (d) any combination of the above.
- 15.6 Where the head of service and the employee cannot agree on a reasonable recovery rate, the overpayment will be recovered at the rate of up to 10% of the employee's gross fortnightly pay, or such other rate determined by the relevant head of service having regard for all of the circumstances.
- 15.7 Despite subclauses 15.4 and 15.6, the recovery period will not usually exceed 26 pay periods.
- 15.8 Despite subclauses 15.4 and 15.6, where an employee has applied for leave without pay or leave at reduced pay with insufficient notice to allow pay adjustments to occur during the period of leave, the salary adjustment will be made to the next available pay, unless there are extenuating circumstances. The employee will be notified of such an adjustment.
- 15.9 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:
- (a) Directs the recovery be waived, in part or in full, based on evidence provided by the employee of exceptional circumstance or that such recovery would cause undue hardship; or
 - (b) determines that an overpayment is not recoverable.
- 15.10 Where the head of service determines that an overpayment is not recoverable, the provisions of the relevant Directorate Financial Instructions, relating to the waiver and write off of monies, will apply.

16. UNDERPAYMENTS

- 16.1 Where the head of service agrees that an employee has been underpaid on the employee's base rate of pay, and the employee requests, an offline payment for the amount owing will be made to the employee within 3 (three) working days of the head of service receiving the request.
- 16.2 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 (three) working days of the head of service receiving the request.

17. PAY POINTS AND INCREMENTS

- 17.1 A person who is engaged by the ACTPS or an employee who is promoted or is approved to perform the duties of a higher office, is entitled to be paid at the first pay point for the classification level.
- 17.2 An employee is entitled (subject to there being no underperformance or Discipline action undertaken in accordance with Section O – Workplace Values and Behaviours) to be paid an annual increment on and from the relevant anniversary of the date of commencement for the employee concerned.

- 17.3 For an employee who has broken the continuity of employment, advancement will occur when the employee has attained 12 months service at the relevant classification level within the preceding 24 months.
- 17.4 Increments apply to both an employee's permanent and higher duties classification. When an employee has completed twelve months higher duties within a twenty-four month period an increment will be paid and all further instances of higher duties will be paid at this level.
- 17.5 Previous service at a higher duties pay must be considered when determining a pay point should the employee be promoted to that classification, and will be used to determine the date at which increments fall due.

Accelerated Advancement

- 17.6 Accelerated incremental advancement may occur as follows:
- (a) A person who is engaged by the ACTPS, or an employee who is promoted or approved to perform higher duties, may be paid at a higher pay point within that classification level.
 - (b) The head of service may approve the payment of additional accelerated increments to the employee:
 - i. At the time annual incremental advancement is due; i.e. at the time an employee is eligible for annual incremental advancement (either in the substantive or higher duties position); or
 - ii. at any other time between periods of annual incremental advancement.subject to a maximum of two additional increments within the classification range being awarded to the employee in a 12-month period (excluding any additional increments awarded to the employee on commencement in the position in accordance with paragraph 17.6(a)).
 - (c) Where an employee is awarded additional accelerated increments over the 12-month period between the payments of annual increments, the employee is still eligible for the payment of an annual increment, and the date of effect of the annual increment will remain unchanged.
- 17.7 In considering whether to approve payment at a higher pay point as per paragraph 17.6(a), or accelerated advancement as per paragraph 17.6(b), the head of service will take into account such factors as:
- (a) the employee's:
 - qualifications;
 - relevant work and personal experience;
 - current pay;
 - ability to make an immediate contribution; and
 - (b) difficulties in attracting and retaining suitable employees.

Casual Employees

- 17.8 Subject to the completion of the relevant incremental assessment, a casual employee will be granted incremental advancement in accordance with this clause provided that:
- (a) Where the aggregate of employment over the respective 12 month service period is equivalent to 20 hours or more per week the employee shall be entitled to annual increments at the incremental hourly rate prescribed for the employee's classification.
 - (b) Where the aggregate of employment over each respective 12 months service period is less than the equivalent of 20 hours per week the employee shall be entitled to incremental

advancement on completion of 24 months service at the incremental hourly rate prescribed for the employee's classification.

18. CLASSIFICATION/WORK VALUE REVIEW

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

19. CONSULTATION ON SUPERANNUATION

- 19.1 The Government will, through the Chief Minister and Treasury Directorate, consult with unions and employees on changes to superannuation legislation that may be proposed by the Commonwealth.

20. SALARY SACRIFICE ARRANGEMENTS

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

21. MATURE AGE PAYMENTS

- 21.1 Where the head of service considers that an employee has knowledge, skills and experience that are essential for the ACTPS to retain, the head of service may approve additional remuneration benefits instead of employer superannuation contributions being made for any of the following employees:
 - (a) an employee who is seventy years or older and Commonwealth legislation precludes the payment of employer superannuation contributions for that employee; or
 - (b) an employee who is seventy years or older and whose preferred choice of fund rules precludes the payment of employer superannuation contributions; or

- (c) an employee is aged between sixty five and seventy years and the employee does not meet the work test (as defined by relevant superannuation legislation and rules).
- 21.2 Where Commonwealth legislation or choice of fund rules change to allow employee superannuation contributions to be made, the mature age payment will cease and superannuation contributions will recommence. It is the responsibility of the employee to promptly request their manager/supervisor to seek to cease the mature age payment and to arrange to resume employer superannuation contributions for funds of choice.
- 21.3 The date of effect for resumption of employer superannuation contributions under subclause 21.2 will be from the next available pay day after the mature age payment ceases.

Section C – Nursing and Midwifery Classifications and Career Pathways Enhancement

22. PREAMBLE

The nursing and midwifery classification level and pay increments structure is reflected in the rates of pay in **Schedule 1 - Nursing and Midwifery Classifications and Rates of Pay**.

All positions for promotion will be filled in accordance with the *Public Sector Management Act* merit selection process.

23. CAREER PATHWAYS ENHANCEMENT

23.1 The ACTPS, employees and employee representatives will collaborate through the DCC about initiatives for career pathways development and/or enhancements for nursing and midwifery career roles.

24. ASSISTANTS IN NURSING (AIN)

24.1 An Assistant in Nursing (AIN) supports registered nurses/registered midwives in the delivery of personal health care to patients and the maintenance of a safe patient care environment.

24.2 An AIN at all times assists in the provision of nursing/midwifery care under the direct or indirect supervision of a RN/RM.

25. ENROLLED NURSE (EN) - LEVEL 1

25.1 **Enrolled Nurse Level 1** means an Enrolled Nurse (EN) who delivers nursing care to patients/clients in any practice setting under the direct or indirect supervision of a registered nurse/midwife and who provides support to student and new graduate enrolled nurses.

26. ENROLLED NURSE (EN) - LEVEL 2

26.1 **Enrolled Nurse Level 2** means an Enrolled Nurse (EN) who delivers nursing care to patients/clients in any practice setting under the direct or indirect supervision of a RN/RM, who demonstrates competence in any area of extended practice and who provides preceptorship for students and new graduate EN's.

27. ADVANCEMENT FROM ENROLLED NURSE LEVEL 1 TO ENROLLED NURSE LEVEL 2

27.1 Advancement to a Enrolled Nurse Level 2 will be in accordance with the merit selection process for either:

- a) Promotion to an established position when a position becomes vacant; or
- b) Personal Classification.

27.2 Advancement for permanent officers to a personal classification will be in accordance with the merit selection process agreed by the parties as set out in Schedule 5 of this Agreement. The selection process will be conducted quarterly.

28. REGISTERED NURSE (RN)/REGISTERED MIDWIFE (RM) LEVEL 1

28.1 **RN/RM Level 1** means a RN or RM who delivers nursing and/or midwifery care to patients/clients in any practice setting and is provided with, or has access to, guidance from more experienced nurses or midwives and, who provides support and direction to enrolled nurses and nursing and midwifery students.

29. REGISTERED NURSE /REGISTERED MIDWIFE LEVEL 2

- 29.1 **RN/RM Level 2** means a RN and/or RM who has demonstrated competence in advanced nursing or midwifery practice, provides guidance to RN's/RM's Level 1, enrolled nurses, and nursing and midwifery students in the delivery of nursing and/or midwifery care; and acts as Team Leader in the absence of the Clinical Nurse/Midwife Consultant.

30. ADVANCEMENT FROM REGISTERED NURSE /REGISTERED MIDWIFE LEVEL 1 TO REGISTERED NURSE/ REGISTERED MIDWIFE LEVEL 2

- 30.1 Advancement to a RN/RM Level 2 will be in accordance with the merit selection process for either:
- a) Promotion to an established position when a position becomes vacant; or
 - b) Personal Classification.
- 30.2 Advancement for permanent officers to a personal classification will be in accordance with the merit selection process agreed by the parties as set out in Schedule 5 of this Agreement. The selection process will be conducted quarterly.

31. MOBILITY OF NURSES OR MIDWIVES AT REGISTERED NURSE/REGISTERED MIDWIFE LEVEL 2

- 31.1 A RN/RM Level 2 may temporarily perform the duties of a higher office without relinquishing Level 2 status.
- 31.2 A RN/RM Level 2 may revert to RN/RM Level 1 at any time upon request to the Executive Director of Nursing/Midwifery or equivalent. A RN/RM Level 1 may reapply for advancement to RN/RM Level 2 at any subsequent assessment.
- 31.3 A RN/RM Level 2 may from time to time seek transfer to another work area, and retain their Level 2 status, subject to the following:
- a) the request should be discussed by the employee with the manager and CNC (or equivalent) of the losing and gaining work areas;
 - b) the employee must lodge an application according to the agreed selection process to assess the employee's suitability to work at Level 2 in the new work area;
 - c) where a transfer to a vacant position in the new work area is immediately available, the employee may transfer there as a RN/RM Level 1, pending the outcome of the assessment process;
 - d) if the employee's application is successful, then the employee will be back paid as Level 2 to the date of first transfer to the new work area;
 - e) if the employee's application is not successful on the first occasion, then the employee may reapply for assessment at a later time, but in that case, there will be no back pay in the event that the employee is successful.

32. REGISTERED NURSES/REGISTERED MIDWIVES LEVEL 2 POSITIONS - VACANCIES

- 32.1 Positions classified at RN/RM Level 2 as already established will be maintained.
- 32.2 A minimum of 25% of the nursing/midwifery workforce in each clinical unit will be classified at level 2 with additional positions according to organisational need. The proportion of RN/RM level 2 (comprised of both personal and established positions) of the total number of registered nurses/midwives level 1 and 2 will not be reduced over the life of the Agreement.
- 32.3 In those areas that were part of ACT Community Health as established on 31 January 2011, the proportion of established RN/RM Level 2 positions in the total number of established RN/RM Level 1 and Level 2 positions will not be reduced below 75% over the life of the Agreement.

33. REGISTERED NURSES /REGISTERED MIDWIVES, LEVEL 3

- 33.1 Registered Nurse/Registered Midwife – Level 3 means a RN/RM who may be referred to as:
- clinical nurse or midwife consultant; or
 - nurse or midwifery educator, nurse manager; or
 - nurse coordinator; or
 - advanced practice nurse; or
 - clinical nurse coordinator.
- 33.2 Except as provided for below in subclause 33.3 (regarding composite role), a Level 3 RN/RM will be appointed to the clinical, management, research/education stream.
- 33.3 **Composite Roles** as a RN/RM Level 3 Grade 2 may be appointed across streams only in circumstances where the size and complexity and nature of the nursing service requires performance of a combination of the responsibilities.

34. REGISTERED NURSES/REGISTERED MIDWIVES LEVEL 4

- 34.1 Registered Nurse/Registered Midwife – Level 4 means a RN/RM who may be referred to as:
- an Assistant Director of Nursing/Midwifery – Clinical; or
 - an Assistant Director of Nursing/Midwifery – Management; or
 - an Assistant Director of Nursing/Midwifery – Research; or
 - an Assistant Director of Nursing/Midwifery – Education; or
 - an Assistant Director of Nursing/Midwifery - Clinical/Management/Education; or
 - in a composite role where the size, complexity and nature of the nursing service requires the performance of a combination of the above.
- 34.2 The relevant grades will be determined in accordance with the appropriate work level standards.

35. NURSE PRACTITIONER (REGISTERED NURSE LEVEL 4, GRADE 2)

- 35.1 **Nurse Practitioner** (NP) – means an employee who is a Registered Nurse who can function autonomously and collaboratively in an advanced and extended clinical role.
- 35.2 The Nurse Practitioner classification is only available to those employees who are registered as a Nurse Practitioner with the Nursing and Midwifery Board of Australia in the specialty area of practice and appointed to a designated NP position.

36. REGISTERED NURSE/REGISTERED MIDWIFE LEVEL 5

- 36.1 **RN/RM - Level 5** means a RN/RM who may be referred to as a Director of Nursing and/ or Midwifery.
- 36.2 The relevant grades will be determined in accordance with the appropriate work level standards.

37. WORK LEVEL STANDARDS

- 37.1 Work level standards for all above-base classifications will be reviewed on a regular basis to ensure that they accurately reflect expectations and working arrangements.
- 37.2 During the life of the agreement, work level standards for the RN 3/4/5 will be reviewed, and new work level standards will be established for the RN Level 2 and EN Level 2 classifications. Work on this will commence in 2014.

Section D – Allowances

38. OPERATION OF ALLOWANCES

- 38.1 The rates for all allowances as set out in **Schedule 9** of the Agreement will be adjusted by the rate of increase in pay as set out in subclause 10.2 of this Agreement.
- 38.2 Part-time and casual employees who satisfy the requirements for payment of an expense-related allowance as set out in **Schedule 9** of this Agreement will receive the full amount of that allowance or payment.

39. QUALIFICATION ALLOWANCE FOR POST-GRADUATE EDUCATION

- 39.1 The Qualification Allowance will be paid to those Enrolled Nurses who hold further qualifications and those Registered Nurses/Registered Midwives who hold post-graduate qualifications.
- 39.2 It is agreed that, for the duration of this agreement, qualification allowance will be paid to all eligible employees at the full rate.
- 39.3 For the purposes of this clause, a qualification allowance is only paid when the qualification is additional to the mandatory qualification required for registration either as a nurse or midwife, or for authorisation as a Nurse Practitioner.
- 39.4 To receive the qualification allowance the employee must be able to:
- a) provide documentary evidence to the head of service that they hold that qualification; and
 - b) provide further detailed evidence as the head of service may require establishing the direct relevance of a particular course of study to the employee's position and duties.
- 39.5 For the head of service to recognise a qualification for the purposes of this clause, it must be of a kind that, in the opinion of the head of service is directly relevant to the performance of the employee's current position and duties.
- 39.6 In cases of doubt, (i.e. inconsistency in the way Universities and other institutions describe the qualification), the Course Descriptions included in the Recognised Qualification Table below will be applied to determine the level of an employee's qualification.
- 39.7 Non-University Qualification(s) obtained from non-university training or education facilities will be referred to the Qualifications Committee.
- 39.8 Hospital-based midwifery certificates will be recognised at the postgraduate diploma level.

Review of a Decision

- 39.9 Where an employee is dissatisfied with a decision of the head of service to recognise the relevance of a qualification or to cease payment of the qualification allowance, the employee may lodge a request for review with the Qualifications Committee.
- 39.10 The convener of the Qualifications Committee will be the Chief Nurse or Delegate and this Committee will meet on a quarterly basis. When an outcome is determined, the applicant will be advised of the Committee's decision.
- 39.11 If a review is found in favour of the applicant, the applicant will receive a back payment of the Qualification Allowance to the date of application.

Payment of the Qualification Allowance

- 39.12 Allowances are not cumulative. An employee who holds more than one relevant qualification is only entitled to one allowance and will be paid at the rate applicable to the highest relevant qualification the employee possesses.
- 39.13 The Qualification Allowance will be paid on a fortnightly basis according to the following table and as set out in [Schedule 9 of this Agreement](#):

Table 1: Recognised Qualifications

Qualification	Course Description	Rate of Allowance
Enrolled Nurse		
	A course of study specified by the institution awarding the qualification to be a course of study of no less than six months duration, or no less than 120 hours.	3.5% of the salary paid at the minimum point of the salary scale of an Enrolled Nurse (EN) Level 1.
Registered Nurse/ Registered Midwife		
Honours Degree		3.5% of the salary paid at the minimum point of the salary scale of a RN/RM Level 1.
Conversion Degree	A conversion degree of not less than 12 months full-time study, or part-time equivalent.	3.5% of the salary paid at the minimum point of the salary scale of a RN/RM Level 1.
Postgraduate Certificate.	A course of study of no less than two subject units over no less than one full-time semester (or equivalent).	3.5% of the salary paid at the minimum point of the salary scale of a RN/RM Level 1.
Postgraduate Diploma	A course of study of no less than three subject units (or equivalent) over no less than two full-time semesters (or equivalent). Note: midwives please refer to subclause 37.7.	4.5% of the salary paid at the minimum point of the salary scale of a RN/RM Level 1.
Second Degree	A course of study leading to the award of a second degree.	4.5% of the salary paid at the minimum point of the salary scale of a RN/RM Level 1.
Masters Degree	A course of study by research or course work or both of no less than six subject units (or equivalent) over no less than three full-time semesters (or equivalent).	5.5% of the salary paid at the minimum point of the salary scale of a RN/RM Level 1.
Doctoral Degree	A program of research and course work of no less than three years' duration (or equivalent).	5.5% of the salary paid at the minimum point of the salary scale of a RN/RM Level 1.

This allowance **shall not be included in salary** for the purposes of calculating overtime and shift penalty payments, or any other entitlement of the employee.

Payment of the allowance when moving to another field when at the employee's request or at the request of the head of service.

- 39.14 Provided that employees who are in progress towards obtaining a further qualification that the head of service agrees is relevant to the employee's new duties will continue to be paid the allowance for a period of six months after commencing the new duties, or longer period determined by the head of service, having regard to the further qualification being worked towards.
- 39.15 Payment of the allowance will not cease upon the employee taking up duties unless the qualification is clearly not directly relevant. This will be reviewed in consultation with the employee.

40. CUSTODIAL ENVIRONMENT ALLOWANCE

- 40.1 An employee who is required by the head of service to perform duties in a custodial environment will be paid an allowance as set out in Schedule 9 of this Agreement.
- 40.2 The allowance is payable only for those shifts where the employee is performing duties in a custodial environment, and is calculated on an hourly basis.
- 40.3 This allowance **shall be included** in salary for the purposes of calculating overtime and shift penalty payments, and during all periods of leave during which the employee would have carried this responsibility, but for leave being taken.
- 40.4 The allowance is not paid to an employee who receives payment for the Mental Health Officer Allowance.

41. MENTAL HEALTH OFFICER ALLOWANCE

- 41.1 For the purposes of this clause, 'Mental Health Officer' has the same meaning as in Section 119 of the Mental Health (Treatment and Care) Act 1994.
- 41.2 An employee who performs the duties of a Mental Health Officer is paid an allowance per fortnight as per Schedule 9 of this Agreement.
- 41.3 This allowance **shall be included in salary** for the purposes of calculating overtime and shift penalty payments, and during all periods of leave during which the employee would have carried this responsibility, but for leave being taken.

42. LINGUISTIC AVAILABILITY/PERFORMANCE ALLOWANCE (LAPA)

- 42.1 An employee, 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 set out in Schedule 9 of this Agreement.
- 42.2 The required standard of language competence is accreditation at National Accreditation Authority for Translators and Interpreters (NAATI) Level 1. Where assessment in a language is not offered by NAATI, the head of service may approve assessment by another individual or body that has:
- a) the necessary expertise to assess the language skills; and
 - b) sufficient knowledge of NAATI levels and competencies required to determine the appropriate rate of LAPA.
- 42.3 The head of service should arrange accreditation testing, and pay any associated fees, for employees being considered for LAPA. Accreditation is organised by NAATI.

- 42.4 Until such time as recognition by NAATI, or an alternative provider, is available, the head of service may approve the payment of LAPA Level 1 to an employee on the certification of the employee's supervisor.
- 42.5 LAPA 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.
- 42.6 The head of service should review the payment of LAPA 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.
- 42.7 This allowance **shall not be included in salary** for the purposes of calculating overtime and shift penalty payments, or any other entitlement of the employee.

43. UNIFORM ALLOWANCE

- 43.1 An employee who is required by the head of service to wear a uniform will be paid a uniform allowance.
- 43.2 The rate of allowance will be as set out in Schedule 9 of this Agreement.
- 43.3 Where the ACTPS provides an employee with a uniform, the uniform allowance is not paid.
- 43.4 This allowance **shall not be included in salary** for the purposes of calculating overtime and shift penalty payments, or any other entitlement of the employee.

44. LAUNDRY ALLOWANCE

- 44.1 An employee who is required by the head of service to wear and launder a uniform will be paid a laundry allowance.
- 44.2 The rate of allowance will be as set out in Schedule 9 of this Agreement.
- 44.3 An employee who is not required to wear a uniform, but who performs clinical duties involving direct client contact, will be paid the laundry allowance.
- 44.4 This allowance **shall not be included in salary** for the purposes of calculating overtime and shift penalty payments, or any other entitlement of the employee.

45. IN-CHARGE OF SHIFT - RESPONSIBILITY ALLOWANCE

- 45.1 On any shift after hours or on weekends where a RN/RM Level 1 is required to take charge of a clinical area, workgroup or ward, and a more senior employee is not on duty in the clinical area, workgroup or ward, the employee will be paid an allowance for each such shift as set out in Schedule 9 of this Agreement.
- 45.2 This allowance **shall not be included in salary** for the purposes of calculating overtime and shift penalty payments, or any other entitlement of the employee.

46. AFTER-HOURS HOSPITAL MANAGERS/COORDINATORS - RESPONSIBILITY ALLOWANCE AND PAID MEAL BREAKS

- 46.1 A responsibility allowance will be paid to those employees classified as RN/RM Level 4, who are employed as after-hours hospital managers/coordinators at The Canberra Hospital or Calvary Hospital.

- 46.2 The allowance shall be paid for all hours worked by the employee outside the hours of 0800 hours to 1700 hours, Monday to Friday, and all hours worked on weekends and Public Holidays during which the employee carries this responsibility.
- 46.3 The rate of allowance will be paid as set out in Schedule 9 of this Agreement.
- 46.4 This allowance **shall be included in salary** for the purposes of calculating overtime and shift penalty payments, and during all periods of leave during which the employee would have carried this responsibility, but for leave being taken.
- 46.5 An employee who is eligible for this allowance will also receive a paid meal break of half an hour.

47. HIGHER DUTIES ALLOWANCE

- 47.1 Higher Duties Allowance is payable to an employee who is directed to temporarily perform the duties of a position with a higher classification.
- 47.2 An employee performing higher duties in a position is subject to all conditions of that position.
- 47.3 An employee may only be paid in respect of one higher position even if they are performing the duties of 2 (two) higher positions at the same time.
- 47.4 An employee acting as a RN/RM Level 2 or Level 3 position will be paid Higher Duties Allowance for a period of **1** (one) day or more.
- 47.5 An employee acting in a RN/RM Level 4 or Level 5 position will be paid Higher Duties Allowance for a period of **5** (five) consecutive days or more. This payment will occur from day 1 (one), provided the total period of higher duties is 5 (five) days or more.
- 47.6 An employee receiving Higher Duties Allowance is entitled to normal incremental progression for the employee's substantive position. This increment gained while performing higher duties is maintained upon cessation of the higher duties.
- 47.7 Previous higher duties service will be considered in determining the appropriate salary point for future periods of higher duties.
- 47.8 Where the vacancy period of higher duties is expected to exceed 6 (six) months the vacancy will be advertised in the gazette. The requirement to advertise in the gazette does not apply to vacancies expected to be less than six months in duration.
- 47.9 Periods of higher duties 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.
- 47.10 If an employee performs the duties of a higher position, the rate of Higher Duties Allowance payable is based upon the lowest salary point for the classification of that position. If, however, the employee has previous service for an increment or the bottom of the higher salary scale exceeds the employee's standard salary, the rate of Higher Duties Allowance payable is at the next salary point of the classification.
- 47.11 If an employee is being paid Higher Duties Allowance before going on paid leave and would have continued to receive Higher Duties Allowance if they had not taken leave, then the employee is entitled to payment of Higher Duties Allowance for the period of leave.
- 47.12 If an employee is absent on leave on half pay during a period of higher duties, the half pay rate must be based on the higher duties pay.
- 47.13 An employee performing higher duties continually for more than 1 (one) year may be granted an increment. Broken periods of performing higher duties may also be counted towards an increment if the employee has performed the higher duties for twelve months in broken periods during the

immediately preceding 2 (two) years, or 2 (two) years in the last 4 (four), or 3 (three) years in the past 6 (six) years.

- 47.14 This is called the 'one year in two year' rule. Further increments may be granted subject to the one-year in two-year rule and where the previous increment has been paid for 12 months.
- 47.15 Note: Nothing in this clause will restrict casual or temporary employees performing duties of a higher office in accordance with the *PSM Act* and the PSM Standards.

48. ON-CALL ALLOWANCE

- 48.1 Where an employee is rostered on-call and required to be contactable and available to return to work within a reasonable time outside their ordinary hours of duty the employee will be entitled to be paid an on-call allowance of:
- a) **10%** of the employee's hourly rate of pay for each hour rostered on call Monday to Friday;
 - b) **15%** of the employee's hourly rate of pay for each hour rostered on call Saturday and Sunday and rostered days off;
 - c) **20%** of the employee's hourly rate of pay for each hour rostered on call on Public Holidays and accrued days off.
- 48.2 An employee's pay for the purpose of calculation of payment under this clause will include Higher Duties Allowance and other allowances in the nature of pay.
- 48.3 Employees at the RN/RM Level 3 Grade 2 classification and below will be eligible for payment of the on-call allowance. However, the head of service may approve payment of the on-call allowance to employees above this level in exceptional circumstances.
- 48.4 Where approval has been made for payment under subclause 46.3 to an employee above the RN/RM Level 3 Grade 2 classification, the hourly rate of pay will be the maximum of the RN/RM Level 3 Grade 2 classification.
- 48.5 Where an employee who has been rostered on-call returns to work at a designated place of work, the employee will be paid at the applicable overtime rates, subject to a minimum payment of three hours overtime being made to the employee.
- 48.6 'Recalled to duty at a designated place of work' means a recall to perform duty at any designated place of work and is not limited to a recall to perform at the employee's usual place of work. For example, an employee may have a usual place of work, but while the employee is rostered on-call the employee might be recalled to perform duty at a number of different places of work.
- 48.7 Where an employee who has been rostered on-call is recalled for duty, but is not required to be recalled to a designated place of work (for example, where an employee is able to access computer systems at home via remote access), the employee will be paid at the applicable overtime rates, subject to a minimum payment of one hour overtime being made to the employee.
- 48.8 If a recall to duty attracts a minimum overtime payment, subsequent recalls will attract a further minimum overtime payment(s) only if the employee commences after the minimum payment period has elapsed.
- 48.9 For the purposes of this clause, the minimum payment period is either 3 (three) hours or 1 (one) hour from the commencement of the recall to duty that attracts the overtime payment.
- 48.10 The on-call allowance is not payable for any period of time where overtime payments are made. Therefore, if the employee performs a period of duty for which overtime is payable, the on-call allowance is not paid for a period equal to the overtime period.

- 48.11 The provisions of Clause 100 (Emergency Duty) of this Agreement will not apply where an employee is recalled to duty while on on-call.
- 48.12 The provisions relating to on call rosters are set out in subclauses 80.12 and 80.13.

49. ONEROUS ON-CALL

- 49.1 The head of service, employees and the employee's union or other employee representative will agree on work areas that are undertaking onerous on-call. For the purposes of this clause the term 'onerous on-call' will be taken to relate to areas where the likelihood of call back to duty, based on historical data, is greater than 15%.
- 49.2 The allowance payable to those employees undertaking onerous on-call will be the same as the allowance payable for close-call, as set out in subclause 50.1 (Close Call Allowance).
- 49.3 The areas receiving onerous on-call payments will be reviewed on a 6 (six) monthly basis to determine if the onerous incidents of on-call still fall within the onerous on-call category.

50. CLOSE-CALL ALLOWANCE

- 50.1 Where an employee is rostered on close-call and required to be contactable and available for immediate recall to duty outside their ordinary hours of duty the employee will be entitled to be paid a close-call allowance of:
- a) **20%** of the employee's hourly rate of pay for each hour restricted Monday to Friday;
 - b) **30%** of the employee's hourly rate of pay for each hour restricted on Saturday and Sunday and rostered days off;
 - c) **40%** of the employee's hourly rate of pay for each hour restricted on Public Holidays and accrued days off.
- 50.2 An employee rostered on close-call must:
- a) remain within a radius of **30 minutes** vehicle travelling time from the work site; and
 - b) commence the return to work journey immediately on being recalled, being within **5 (five)** minutes from time of recall.
- 50.3 An employee's pay for the purpose of calculation of payment under this clause will include Higher Duties Allowance and other allowances in the nature of pay.
- 50.4 Employees at the RN/RM Level 3 Grade 2 classification and below will be eligible for payment of the close-call allowance. However, the head of service may approve payment of the close-call allowance to employees above this level in exceptional circumstances.
- 50.5 Where approval has been made for payment under subclause 50.4 to an employee above the RN/RM Level 3 Grade 2 classification, the hourly rate of pay will be the maximum of the RN/RM Level 3 Grade 2 classification.
- 50.6 Where an employee who has been rostered on close-call is recalled to duty at a designated place of work, the employee will be paid at the applicable overtime rates, subject to a minimum payment of three hours overtime being made to the employee.
- 50.7 'Recalled to duty at a designated place of work' means a recall to perform duty at any designated place of work and is not limited to a recall to perform at the employee's usual place of work. For example, an employee may have a usual place of work, but while the employee is restricted, the employee might be recalled to perform duty at a number of different places of work.
- 50.8 Where an employee who has been rostered on close-call is recalled for duty, but is not required to be recalled to a designated place of work (for example, where an employee is able to access

computer systems at home via remote access), the employee will be paid at the applicable overtime rates, subject to a minimum payment of one hour being made to the employee.

- 50.9 If a recall to duty attracts a minimum overtime payment, subsequent recalls will attract a further minimum overtime payment(s) only if the employee commence after the minimum payment period has elapsed.
- 50.10 For the purposes of this clause, the minimum payment period is either 3 (three) hours or 1 (one) hour from the commencement of the recall to duty that attracts the overtime payment.
- 50.11 The close-call allowance is not payable for any period of time where overtime payments are made. Therefore, if the employee performs a period of duty for which overtime is payable, the close-call allowance is not paid for a period equal to the overtime period.
- 50.12 The provisions of Clause 100 (Emergency Duty) of this Agreement will not apply where an employee is recalled to duty while on close-call.

51. REST BREAKS FOLLOWING ON-CALL AND CLOSE-CALL

- 51.1 Where an employee who is rostered on-call as set out in Clause 48 (On-Call Allowance) or close-call as set out in Clause 50 is recalled to duty, the employee, other than in exceptional circumstances, as set out in subclause 51.3, is entitled to be absent from duty, without loss of pay until they have had, from the time they ceased duty, been off duty for a continuous period of 9 (nine) hours.
- 51.2 In addition to the 9 (nine) hours rest break, the employee must be allowed reasonable time to travel to and from their place of work.
- 51.3 In exceptional circumstances, if an employee is required by the head of service to resume or continue work without having the rest break and reasonable travel time as set out in subclause 51.2, the employee must:
 - a) be paid at double time rate until they are released from duty for the 9 (nine) hour period; and
 - b) the employee will then be entitled to be absent until they have had 9 (nine) consecutive hours off duty plus reasonable travelling time, without loss of pay for any ordinary working time occurring during that absence.
- 51.4 Irrespective of any entitlement an employee may or may not have under this clause, an employee should not be required to resume duty or continue duty particularly where, if due to work already performed, the employee is fatigued such that they may be unable to function in an effective, efficient and safe manner. No loss of pay will occur as a consequence of any rostered duty not performed as a result of this clause.
- 51.5 Appropriate staffing and roster management processes are required to enable the effective implementation of subclause 51.1 and avoid the incidence of fatigue.

52. MOTOR VEHICLE ALLOWANCE

- 52.1 The head of service may authorise an employee to use a motor vehicle they own or hire:
 - (a) For official purposes, where the head of service is satisfied this use would:
 - i. result in greater efficiency; or
 - ii. involve the ACT Government in less expense than if public transport or a vehicle owned by the ACT Government were used.
 - (b) For specified journeys, where the head of service is satisfied that:
 - i. the use will not result in the employee taking more time on the journey than they would otherwise take; or

- ii. it would not be contrary to the interest of the ACT Government.
 - (c) 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:
 - i. there is no public transport available for travel to the temporary station; or
 - ii. although public transport is available, the work program makes its use impossible.
- 52.2 If an employee uses a motor vehicle in accordance with this clause they are entitled to be paid an allowance as set out in Schedule 9 for each kilometre travelled.
- 52.3 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.
- 52.4 If, as a consequence of using a motor vehicle an employee is required to pay a higher insurance premium than would otherwise be the case, they are entitled to be reimbursed the additional cost.
- 52.5 Employees who use a private motor vehicle under the motor vehicle allowance conditions may be reimbursed parking fees, bridge and car-ferry tolls incurred whilst on duty, but not fines.

Additional Rates of Motor Vehicle Allowance

- 52.6 Where an employee who is being paid a motor vehicle allowance, uses the motor vehicle to suit the convenience of the ACTPS to:
- (a) transport a person or persons the cost of which would otherwise be borne by the ACT Government; or
 - (b) transport equipment, tools or materials weighing more than 100 kilograms belonging to or hired by the ACT Government; or
 - (c) haul a caravan or trailer belonging to or hired by the ACT Government;
- 52.7 the employee is entitled to be paid an allowance, in addition to the allowance payable above, as set out in Schedule 9 for each kilometre travelled.

53. CDN ALLOWANCE

- 53.1 An employee who is required by the head of service to perform duties as an RN2 Clinical Development Nurse will be paid an allowance as set out in Schedule 9 of this Agreement.
- 53.2 This allowance shall not be included in salary for the purposes of calculating overtime and shift penalty payments, or any other entitlement of the employee.
- 53.3 To be eligible for this allowance, an employee must be performing the duties of an RN2 position with an official designation of CDN.
- 53.4 Part-time employees will be eligible for the allowance on a pro-rata basis.

Section E – Penalties

54. PENALTIES - GENERAL

- 54.1 Applicable penalty rates will be paid to all eligible employees including part-time and casual employees.
- 54.2 Additional payment for rostered time of ordinary duty, as provided by this clause will be made in respect to such duty which an employee would have performed had the employee not been approved annual leave.
- 54.3 Penalty rates will be based on 1/38th of the full-time weekly rate of pay for the nurses or midwives classification.

55. WEEKDAY PENALTY RATES

- 55.1 For all rostered hours worked between midnight Sunday and midnight Friday:
- a) **Day shift** means a shift that commences at or after 0700 hrs - **incurs no penalties**;
 - b) **Evening shift** means a shift that commences at or after 1200 hrs (midday) and ceasing at or after 1800hrs - **incurs a 12.5% penalty**;
 - c) **Night shift** means a shift that **commences** at or after 1800 hrs and continues after midnight, ceasing at or before 0730hrs - **incurs a penalty as follows:-**
- 55.2 i) 22.5% until the first pay period commencing on or after 1 January 2014; and then
- 55.3 ii) 25% from the first pay period on or after 1 January 2014.

56. WEEKEND PENALTY RATES

- 56.1 For all rostered hours worked **after midnight Friday until midnight on Saturday** a **50%** penalty will be paid.
- 56.2 For all rostered hours worked **after midnight Saturday until midnight on Sunday** a **75%** penalty will be paid.
- 56.3 RNs/RMs Level 4 and 5 may be paid shift work penalties, provided that authorisation of the head of service has been obtained, in cases where the requirement to perform shift work, or to perform extra duty is regular and/or excessive, and is related to the provision of clinical services.

57. 12-HOUR SHIFT PENALTY RATES

- 57.1 In lieu of other shift penalties, all employees who work a 12-hour shift will be paid a 22.5% penalty for any hours worked from midnight Sunday until midnight on Friday that fall outside the hours of 0730 hrs to 1800 hrs. 12-hour shift arrangements are set out in Clause 78 (12 Hour Shifts) of this Agreement.

58. PUBLIC HOLIDAY PENALTIES

- 58.1 The penalties paid for Public Holidays to employees are dependent on their annual leave entitlements as set out below in Table 2.
- 58.2 Payment of the 150% penalty rate under this clause precludes an employee accruing additional annual leave under paragraphs 120.5 (a) and (b) of this Agreement.

Table 2. Type of Worker, Annual Leave Entitlements and Public Holiday Penalties.

Annual Leave Entitlement (see Clause 116)	Penalty
4 Weeks	150% in lieu of other shift work penalty
5 Weeks	150% in lieu of other shift work penalty
6 Weeks	50% in addition to any applicable shift penalty
7 Weeks	50% in addition to any applicable shift penalty

59. REGULAR PART-TIME EMPLOYEES PERFORMING A ROSTERED EXTRA SHIFT ON A PUBLIC HOLIDAY

59.1 In accordance with subclause 102.1, regular part-time employees performing a rostered extra shift on a Public Holiday will receive a **25%** shift loading **in addition** to the Public Holiday rate as set out in Clause 58 above.

60. CASUAL EMPLOYEES WORKING ON PUBLIC HOLIDAYS

60.1 For all hours worked on a Public Holiday, a casual employee will be paid a Public Holiday shift penalty of 150% in addition to the employee's ordinary rate of pay.

60.2 The term 'ordinary rate of pay' in this clause includes the casual loading as set out in subclause 65.2 of this Agreement.

60.3 The penalty prescribed in subclause 60.1 (150% Public Holiday shift penalty) will be paid in lieu of any other shiftwork penalty payable under Clauses 55 and 56 (Weekday and Weekend Penalties Rates).

61. DAYLIGHT SAVINGS ARRANGEMENTS

61.1 During the changes from Australian Eastern Standard Time to Australian Eastern Daylight Time, employees will be paid according to the clock, with the exception of casual employment arrangements under Clause 65 and overtime arrangements under Section K which will be paid according to the hours actually worked. This means that at the beginning of daylight saving employees working an overnight shift will work one hour less but will be paid for the full shift, and when daylight saving ends employees will work for an extra hour but will be paid according to the clock.

Section F – Employment in the ACT Public Service (ACTPS)

62. TYPES OF EMPLOYMENT

- 62.1 A person will be engaged under the *Public Sector Management Act* in the following categories:
- a) **permanent** employment on a full-time or permanent part-time basis, including appointment with or without probation; or
 - b) **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
 - c) **long-term temporary** employment for a period greater than 12 months but not exceeding 5 (five) years on a full-time or part-time basis, engaged for a specified period of time; or
 - d) **temporary casual** employment.
- 62.2 Persons engaged on a part-time basis will receive, on a proportionate basis, equivalent pay and conditions to those of full-time employees.
- 62.3 Persons engaged in Nursing and Midwifery classifications are required to provide evidence of current registration to practice with the ACT Nursing and Midwifery Board under the *Health Professionals Act 2004* before engagement is confirmed and thereafter annually.

63. NOTICE OF ENGAGEMENT

- 63.1 At the time of appointment or engagement the head of service will inform each person in writing of the terms of the person's employment, including:
- (a) the type of employment;
 - (b) whether a probationary period applies and the expected duration of the period;
 - (c) if the person is engaged as a fixed term employee, the duration of the engagement;
 - (d) the ordinary weekly hours;
 - (e) the ordinary weekly hours before overtime is payable; and
 - (f) a list of the main instruments governing the terms and conditions of the person's employment.

64. NOTICE OF TERMINATION

- 64.1 Where an employee's employment is to be terminated at the initiative of the employee, the employee will provide written notice of their resignation from the ACTPS to the head of service at least 2 (two) weeks prior to the proposed date of the resignation.
- 64.2 The period of notice required in subclause 64.1 may be reduced by agreement in writing between the employee and the head of service.

65. CASUAL EMPLOYMENT

- 65.1 A casual employee is an employee who is engaged on an irregular or occasional basis, and whose hours of work are subject to variation by the head of service. To provide relief for staff absences, a casual employee may be required to perform work according to a fixed roster.
- 65.2 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 in addition to the ordinary hourly rate of pay as set out in Schedule 1 of 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. The loading will be calculated as a percentage of the ordinary hourly rate of pay as follows:

- a) 22.5% from the commencement of this agreement until 30 June 2015; and then
- b) 25% from 1 July 2015.

- 65.3 A casual employee is eligible to receive payment of shift penalties in accordance with Section E. The loading paid under 65.2 is not taken into account in the calculation of shift penalties, except as provided for in Clause 60.
- 65.4 A casual employee is eligible to receive payment for overtime in accordance with Section K. The loading paid under 65.2 is not taken into account in the calculation of overtime, except as provided for in Clause 60.
- 65.5 Where a casual employee is notified, less than 2 (two) hours prior to the commencement of a shift, of the cancellation or reduction in duration of that shift, the employee will be entitled to payment in full for the scheduled shift.
- 65.6 Where it is mutually agreed between the casual employee and their manager/supervisor to cease duty prior to the scheduled completion of a shift, the employee will not be entitled to payment for the portion of the shift not worked.
- 65.7 However, the minimum payment on each occasion when a casual employee is called for and attends for duty will be three hours, whether or not the casual employee is required to work for those three hours.
- 65.8 If during the course of a shift, a casual employee's services are no longer required within one work area then the employee may be redeployed to another appropriate area for which they have the skills. If the casual employee does not agree to be redeployed, then the employee may be released for the remainder of the shift.
- 65.9 If the casual employee chooses not to be redeployed they will not be entitled to receive payment for the portion of the shift not worked.

66. FILLING A POSITION THAT HAS BEEN NOMINALLY VACANT FOR MORE THAN 12 MONTHS

- 66.1 Where a position has been nominally vacant for a continuous period exceeding twelve months, the ACTPS will consult with the Directorate Consultative Committee on the circumstances for this and the feasibility of proceeding to fill the position on a permanent basis.

Section G – Relocation Support

67. REIMBURSEMENT OF RELOCATION EXPENSES

- 67.1 The purpose of this reimbursement is to provide financial assistance to employees recruited from interstate or overseas with the reasonable costs of relocation.
- 67.2 The head of service may approve the reimbursement to a prospective employee of such an amount up to a pre-determined ceiling as the head of service considers is reasonable in the prospective employee's circumstances. The relevant pre-determined ceiling is set out in the table below:

Employee Circumstances	Reimbursement Ceiling
Single with no dependants	\$12,000
Additional Payment per dependant (up to 6)	\$2,000
Additional payment per dependant (in excess of 6)	\$1,750

- 67.3 The head of service will inform the prospective employee of the ceiling that applies in their circumstances prior to the prospective employee's relocation.
- 67.4 In order for a prospective employee to be reimbursed costs, valid receipted tax invoices must be provided.
- 67.5 For the purposes of this clause, dependant does not require actual financial dependency and includes members of the prospective employee's immediate household including a domestic partner, parent, parent of domestic partner, brother, sister, guardian, foster parent, step-parent, step-brother, half-brother, step-sister, half-sister, child, foster child or step child residing with the employee at the time the offer is made.
- 67.6 The head of service may approve reimbursement in excess of the approved amount or ceiling in exceptional circumstances.
- 67.7 In the event that the employee terminates their employment with the ACTPS within 24 months of the date of appointment 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:
- (a) in the case the employee terminates employment within 12 months from the date of appointment – 100% of the amount reimbursed; or
 - (b) in the case the employee terminates employment more than 12 months and less than 24 months from the date of appointment – 50% of the amount reimbursed.

Section H – Probation

68. PROBATION

- 68.1 Where a person is appointed on probation under the *Public Sector Management Act*, the period of probation will be for 6 (six) months.
- 68.2 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.
- 68.3 At the time a person is appointed on probation, the head of service will inform the person in writing of the criteria and objectives to be met for the appointment to be confirmed.
- 68.4 Probation will provide a supportive process for the officer during which mutual evaluation and decisions about permanent appointment can be made.
- 68.5 There must be at least two formal assessments of an officer at the two and four month dates during the probationary period. The head of service must provide the officer with a copy of the assessment report. The officer must be provided with an opportunity to respond within 7 (seven) working days. If the assessment is sufficiently negative for the manager/supervisor to consider recommending that the head of service terminate the employment, that opinion will be included in the assessment report.
- 68.6 A decision of the head of service to accept the recommendation to terminate the appointment of an officer on probation as per subclause 68.5 is excluded from Section Q (Internal Review Procedures) and Section R (Appeal Mechanism) of this Agreement.
- 68.7 To avoid doubt, an employee on probation is able to seek a review of the officer's probation under Section Q (Internal Review Procedures) except in relation to a decision to terminate the officer's employment.

Section I – Selection and Advancement

69. PREAMBLE

- 69.1 Subject to normal merit selection for promotion under the provisions of the *Public Sector Management Act*, the following clauses will apply.

70. PROMOTION

- 70.1 To ensure that selection and advancement in the ACTPS is based on merit as set out in the *PSM Act*, a competitive selection process should be used to assess the merit of applicants for promotion, appointment, fixed term engagement, temporary transfers to a higher office for more than three months and temporary engagement for a term over twelve months.
- 70.2 This clause should be read in conjunction with Section C - Nursing and Midwifery Classifications and Career Pathways Enhancement.

71. PROMOTION AFTER ACTING

- 71.1 The head of service may approve the promotion of an employee into a nominally vacant position without an additional selection process where:
- (a) the employee has acted in the vacant position (or a position with identical selection criteria) for a period of more than 12 continuous months and has undergone a merit selection process in order to act in the position; and
 - (b) the vacant position was initially advertised for a minimum period of 6 (six) months with the possibility of an extension; and
 - (c) organisational requirements and financing for the position exist; and
 - (d) on reasonable grounds an additional merit selection process would not identify a more meritorious applicant than the position's present occupant; and
 - (e) immediately before the promotion, the employee's manager assesses the employee against the selection criteria for the position as satisfactory; and
 - (f) there is no potentially or actually excess employee suitable to be placed in the position.
- 71.2 For the purposes of paragraph 71.1 (a) the 12 months continuous acting may not be considered to have been broken where the employee performs the duties of another position at the same or higher level during the 12 month period.
- 71.3 For the purposes of paragraph 71.1 (a) a merit selection process means a process of selection for filling a vacant position on the basis of the merit of the applicant(s), which includes:
- (a) advertisement of the position in the ACT Government Gazette;
 - (b) comparative assessment of suitable applicants for the position, if there is more than one applicant; and
 - (c) selection based on the recommendation of a Selection Advisory Committee or a Joint Selection Committee.
- 71.4 The promotion of an employee in accordance with subclause 71.1 will be notified as a promotion to a non-advertised vacancy. Any suitable qualified employee may lodge an appeal against the process for positions at or below RN/RM Level 2 of this Agreement, or may apply for an internal review of the process for positions at or above RN/RM Level 3 as set out in Section Q (Internal Review Procedures) of this Agreement.

72. DIRECT APPOINTMENT OF RN1/RM1

- 72.1 Where it suits the operations of the ACTPS, and a substantive vacancy exists, a suitably qualified employee may be directly appointed or promoted, without advertising, to a RN1/RM1 position.
- 72.2 Before an employee can be appointed under this clause, the employee must be assessed as suitable.
- 72.3 A policy will be developed in consultation with employees and their representatives for the application of this clause.

73. SELECTION COMMITTEES

- 73.1 A selection committee will be formed following the advertising of a vacancy. The head of service will determine whether the selection committee will be a:
- (a) Selection Advisory Committee; or
 - (b) Joint Selection Committee.

Selection Advisory Committee

- 73.2 A Selection Advisory Committee will be nominated by the head of service and should normally be comprised of 3 (three) members.
- 73.3 A Selection Advisory Committee will be chaired by the representative nominated as the Chairperson by the head of service.

Joint Selection Committee

- 73.4 A Joint Selection Committee will normally comprise of, but not be limited to:
- a) a Chairperson who has appropriate skills and experience, nominated by the head of service;
 - b) a person who has appropriate skills and experience, nominated by the Union(s); and
 - c) a person who has appropriate skills and experience, nominated by the head of service from a list of employees, and agreed by the head of service and the union(s).

Note: Provisions relating to the use of joint selection committees are located in the PSM Standards.

Operation of Selection Committees

- 73.5 The head of service will not convene a selection committee except as prescribed by this Agreement.
- 73.6 A selection committee must make a recommendation based on the principles of merit as set out in the *Public Sector Management Act and Standards*.
- 73.7 A selection committee may, consistent with the application of the merit principles, decide not to conduct formal interviews and assess applicants on the basis of applications and referee reports only.

74. LIFESPAN OF MERIT PROCESS

- 74.1 A selection committee's recommendations for filling a vacant position may be used for appointments, promotions, higher duties and transfers to that position or another position at the same level with the same selection criteria for a period of up to 12 (twelve) months after the date on which the head of service accepts the recommendations of the selection committee.

Section J – Hours of Work

75. ORDINARY HOURS OF WORK

- 75.1 The ordinary hours of work, exclusive of meal breaks, of all full-time employees will not exceed an average of 38 hours per week.
- 75.2 The ordinary hours of work for a full time employee will be performed according to a roster in shifts as required, with hours worked in excess of an average of 38 hours per week and not otherwise remunerated being credited towards an ADO with pay.
- 75.3 A part-time employee will work less than the ordinary weekly hours of work of a full time employee.
- 75.4 Except where provided for under Clause 100, travel to and from work is not paid.

76. STANDARD DAY, EVENING AND NIGHT SHIFTS

- 76.1 There are standard shift/work patterns based around 8-hour morning, 8-hour evening and 10-hour night shifts.
- 76.2 These standard core shift patterns will provide the following basis for rostering:
- a) **Day shift** means a shift that commences at or between 0700 hrs and 1000hrs inclusive;
 - b) **Evening shift** means a shift that commences at or after 1200 hrs (midday) and ceasing at or after 1800hrs; and a
 - c) **Night shift** means a shift that commences at or after 1800 hrs and continues after midnight, and ceasing at or before 0730 hrs.

77. NON-STANDARD SHIFTS

- 77.1 A non-standard shift is any shift that does not meet the definition in Clause 76.
- 77.2 At the initiation of the employee or the head of service the work patterns of an employee may be varied from time to time to provide for shifts of no less than 4 (four) hours and no more than 12 hours.
- 77.3 The introduction of any non-standard shift is subject to the agreement of the employer and the employee.
- 77.4 The intention of providing shorter or longer shifts is to supplement the basic roster pattern and to enable employees to balance work and family commitments. Safe staffing levels and standards of care must be maintained.
- 77.5 If a variation to the work patterns is agreed between the employee and their manager, the new arrangements must:
- a) be clearly documented in writing including the period for which the arrangements will apply; and
 - b) be consistent with all relevant legislation and the employee's Directorate's Policies and Procedures; and
 - c) provide for the review of the new arrangements. The review will consider the employee's satisfaction and wellbeing and the impact, if any, on other employees, and how any unplanned absences have been managed. Reviews should be conducted after three months and one month prior to the end of the agreed period for the agreement; and

- d) Provide for the agreement to be terminated by either the head of service or the employee, at any point after the agreed period, with 28 days written notice.
- 77.6 In exceptional circumstances, the employee may seek the early termination of the agreement. Such a request will not be unreasonably refused.
- 77.7 When shifts of different lengths are being considered this will be subject to:
- (a) the impact on continuity of care;
 - (b) observance of all relevant workplace health and safety issues; and
 - (c) suitable roster arrangements.

78. 12 HOUR SHIFTS

- 78.1 12-hour shifts will be accessible to either full-time or part-time employees.
- 78.2 No employee will be required to work a 12-hour shift that has not been agreed.
- 78.3 A 12-hour shift will not have a span of more than 12.5 hours, including a paid or unpaid meal break of 30 minutes.
- 78.4 In addition to a paid or unpaid meal break of 30 minutes, an employee working on a 12-hour shift will be entitled to 2 (two) 20-minute tea breaks.
- 78.5 Regular part-time employees working 12-hour shifts will be permitted to perform extra shifts.
- 78.6 As set out in Clause 57 (12 Hour Shift Penalty Rates) of this Agreement, an employee who works a 12 hour shift will be paid a penalty of 22.5% for any hours worked from midnight Sunday until midnight on Friday that fall outside the hours of 0730 hrs to 1800 hrs.
- 78.7 Appropriate weekend penalty rates will be paid in lieu of the 12-hour shift additional penalty rates as set out in Clause 56 (Weekend Penalty Rates) of this Agreement, as follows:
- a) for any hours worked after midnight **Friday** until midnight on **Saturday** a **50%** penalty will be paid;
 - b) for any hours worked after midnight **Saturday** to midnight **Sundays** a **75%** penalty will be paid.
- 78.8 No employee will be permitted to perform 2 (two) continuous 12-hour shifts.

79. ROSTERING GUIDELINES AND EFFICIENCIES

- 79.1 The rostering guidelines and efficiencies are provided at Schedule 7 of this Agreement for the purpose of assisting to meet the obligations in this Agreement.

80. ROSTERING PRACTICE

- 80.1 A draft roster will be **posted 28 days** (4 weeks) prior to the date of effect. Employees' requests for specific shifts should be submitted by this time.
- 80.2 All final rosters will be **published 14 days** prior to date of effect, and all rosters will be monitored on a weekly basis. Staffing resources will be allocated to meet predicted workload, caseloads and care needs. A roster may be altered only in an emergency, when another employee is absent from duty to enable the nursing/midwifery service to operate, or, at the instigation of the employee, with the mutual agreement of the employee and the head of service.

- 80.3 Additional appropriately skilled nurses and midwives will be provided to supplement actual care needs on a shift-by-shift basis. The needs for additional staff will be determined by various means including professional judgment of the CNC or equivalent, in consultation with the relevant DON/ADON or equivalent as required.
- 80.4 Rosters will provide for an appropriate balance of skilled staff, be fair and equitable and incorporate safe rostering practices.
- 80.5 The work of each shift will be continuous.
- 80.6 An employee will not be rostered to perform ordinary duty for more than 7 (seven) consecutive days or shifts.
- 80.7 Wherever practicable, days off duty will be arranged so that at least 2 (two) consecutive days or shifts are rostered off duty at any one time.
- 80.8 An employee will have 9 (nine) hours off between the cessation of one shift and the commencement of another.
- 80.9 If the employee works overtime, the employee will not return for 9 (nine) hours unless requested to do so by the relevant manager/supervisor and this has been agreed to by the employee.

Review of Rostering Practices

- 80.10 Rostering practices will be regularly reviewed to improve the efficiency and effectiveness of rostering techniques used by the Directorates, and will give consideration to the following:
- the terms and conditions of this agreement;
 - Work Health and Safety considerations, including the impact of particular shifts or shift patterns;
 - ensuring fairness and equity;
 - suitability of existing principles, processes and timeframes for developing and promulgating rosters;
 - the need for regular auditing of rostering arrangements;
 - established shift patterns and existing working arrangements;
 - the NHPPD model; and
 - the need for education for staff responsible for developing rosters.
- 80.11 A joint report on the outcome of the review of rostering practices will be prepared by the parties on an annual basis, and will be provided to the DCC.

On-Call and Close Call Rosters

- 80.12 The head of service may request full-time and part-time employees to participate in an on-call or close call roster, to ensure that an appropriate level of service is maintained, and to ensure that the burden of providing services does not fall unfairly on a small number of employees.
- 80.13 Following consultation and agreement with affected employees the head of service may institute new on-call or close call rosters in work locations that have a history of high levels of emergency recall to duty.

81. ACCRUED DAYS OFF (ADO)

- 81.1 The important role of Accrued Days Off (ADO's) in the management of fatigue and for a work life balance is recognised, and as such they should be taken when they are rostered.

- 81.2 ADOs are accrued in accordance with subclause 75.2.
- 81.3 Only in exceptional circumstances will an employee not take an ADO during the period it accrues.
- 81.4 If an ADO is deferred, it will be taken as soon as practicable.
- 81.5 The head of service and an employee may agree to vary their current system of ADO's.
- 81.6 Variations may occur within the following framework:
- a) the employee may elect, with the consent of the manager/supervisor, to take an ADO provided usual procedures for the publishing of rosters are followed;
 - b) the employee may elect, with the consent of the manager/supervisor to take an ADO in part day amounts, subject to a minimum of 4 (four) hours; and
 - c) the employee may elect, with the consent of the manager/supervisor, to accrue some or all ADO's for the purpose of creating a **bank of no more than 5 (five) days**. This bank may be drawn on by the employee provided that the employee has taken their excess leave entitlement in the previous 12 months and that this has been mutually agreed with the manager/supervisor or subject to reasonable notice by the employee to the manager/supervisor.
- 81.7 An employee's ADO will be contiguous with the employee's rostered days off (RDO's) in the case of employees working shifts, or weekends in the case of employees working Monday to Friday, unless otherwise requested by the employee.
- 81.8 An employee's ADO may be altered during the currency of a roster period by agreement between the local manager/supervisor and the employee.
- 81.9 For employees who do not accrue additional annual leave in lieu of the Public Holidays, the ADO will be so arranged that it does not coincide with a Public Holiday. Another day determined by the manager/supervisor within the same work cycle where possible will be taken in lieu. Where it is impracticable to substitute another day for the ADO and the employee is not required to work on the ADO, the employee will be granted 1(one) additional day's pay in respect of the Public Holiday.
- 81.10 In the case of employees who accrue additional annual leave in lieu of the Public Holidays the ADO may be arranged to coincide with a Public Holiday.
- 81.11 Where an employee is required to work on an ADO and it is impracticable to substitute another day for the ADO, overtime at the appropriate rate will be paid in addition to the pay applicable for the ADO.
- 81.12 For each day or shift an employee is absent on annual leave, paid personal leave or compassionate leave, leave credits will be reduced by the number of ordinary hours that the employee would have worked on that day or shift (including time accrued for the ADO). Each day or shift of paid annual leave, paid personal leave or paid compassionate leave taken during the cycle of shifts will therefore be regarded as a day worked for accrual towards an ADO.
- 81.13 This clause applies to employees who do not accrue additional annual leave in lieu of the Public Holidays. Any Public Holidays that are not worked will be regarded as a day worked for accrual purposes of the ADO. Provided that the employee would have been required to work the employee's usual hours on the holiday, had the day not been a Public Holiday.
- 81.14 An employee, who has not worked a complete cycle of shifts, will receive pro-rata accrued entitlements for each day worked in the incomplete cycle. In the case of termination of employment they will receive a pro-rata payment.
- 81.15 Where an employee ceases duty and has accrued credits, which have not been utilised under the ADO system, such credits will be paid to the employee on termination. Where the ADO has been

taken in anticipation of credits, any shortfall at the date of termination will be recovered from the employee. The shortfall may be recovered from any final monies payable to the employee.

- 81.16 The hourly rate of pay for any accrued day off will be the rate of pay (including any Higher Duties Allowance applicable), which is in effect on the day that the accrued day off is taken, or in the case of termination of employment, on that day.
- 81.17 The provisions of this clause will not apply to an employee classified as a RN/RM Level 4 or Level 5. A RN/RM Level 4 or Level 5 may be required to perform duty on any day of the week to meet the requirements of the service but as far as practicable the ordinary hours of duty of individual employees will be confined to 38 hours per week to be worked on 5 (five) days.
- 81.18 In accordance with subclause 81.3, provisions relating to when an ADO may be taken will not apply in determining when an ADO may be taken by an employee:
- a) where an employee cannot agree with the manager/supervisor for the taking of an ADO under the terms of subclause 81.3, the employee may be directed to take an ADO provided at least two weeks' notice is given by the manager/supervisor;
 - b) if the employee is a day worker, an ADO cannot be taken on a weekend or a Public Holiday.
- 81.19 Where an ADO is deferred and banked in accordance with this clause, the additional shift worked in any roster period during which an ADO is deferred will be counted as ordinary duty. Such additional shifts will not be counted as overtime.
- 81.20 With the agreement of the relevant head of service, Senior Nursing/Midwifery Officer or Delegate, a full-time RN/RM Level 4 or Level 5 may arrange their ordinary working hours to take one ADO in every four-week period or to take half an ADO in every fortnight. The provisions relating to deferral and banking of ADOs set out in subclauses 81.3, 81.4, 81.5 and 81.6 above will apply.

82. WORKLOAD MANAGEMENT

- 82.1 The critical importance of effectively and safely managing nursing and midwifery workload is acknowledged.
- 82.2 The Agencies will continue to manage workloads in consultation with the nursing and midwifery workforce, developing, maintaining and reviewing processes to routinely monitor, evaluate and, where necessary, respond proactively to identify and manage prioritisation and allocation of workload for nurses and midwives.

83. NURSING HOURS PER PATIENT DAY (NHPPD)

- 83.1 This clause applies in conjunction with Clause 79 (Rostering Guidelines and Efficiencies), Clause 80 (Rostering Practice), Schedule 7 (Rostering Guidelines and Efficiencies) and Schedule 8 (Staffing Resources Protocol) of this Agreement.
- 83.2 NHPPD is a formula for planning nursing/midwifery staffing levels. NHPPD is a measurement of the nursing hours that are estimated to be provided per patient/occupied bed over a 24-hour period. NHPPD is translated into FTE (Full Time Equivalent), which forms the basis of planned staffing levels in each clinical ward or unit.
- 83.3 In accordance with this clause actual NHPPD may fluctuate according to the factors described in subclause 83.4 below. Actual NHPPD may be reviewed against targeted NHPPD in accordance with Clause 85 (Workload Monitoring) of this Agreement. NHPPD is based on external benchmarked data. Any review of the relevant external benchmarks will be done in consultation with the DCC.

- 83.4 In applying NHPPD factors to be considered in the rostering of staff include, but are not limited to:
- (a) the benchmarked nursing/midwifery hours per patient;
 - (b) the skill mix of the nurses/midwives;
 - (c) the models of care for the unit/ward;
 - (d) patient acuity;
 - (e) the actual patient occupancy and throughput; and
 - (f) the relative distribution of the workload over a 24-hour period.
- 83.5 Appropriate staffing levels will apply at all times to ensure that legal requirements are met, including requirements of this Agreement, and to cover any contingency for systems risk management to enable emergency procedures to be applied.
- 83.6 Additional appropriately skilled nurses and midwives will be provided to supplement actual care needs on a shift-by-shift basis. The need for additional staff in clinical areas will be determined by various means including the professional judgment of the CNC or equivalent, in consultation with the relevant DON/ADON or equivalent as required.
- 83.7 Processes for managing workloads will be administered in an open and transparent manner.

84. STAFFING LEVELS

- 84.1 As set out in subclause 80.2 of this Agreement, all final rosters will be published 14 days prior to date of effect. The roster will display:
- a) the planned occupancy of the unit/ward;
 - b) the targeted NHPPD;
 - c) the annualised FTE of nursing/midwifery staff;
 - d) the differentiation between direct and indirect *nursing* care hours;
 - e) the CNC or equivalent, and the Clinical Development Nurses/Midwives rostered on any day; and indicates that these classifications are not to be counted in the direct nursing/midwifery care NHPPD;
 - f) the daily tallying of hours rostered; and
 - g) at the completion of each roster period, the actual NHPPD will be documented.
- 84.2 Whenever unscheduled absences, changes in workload activity and/or whether the skill mix of the staff/team results in the requirement for additional nursing/midwifery resources, the operational redeployment of staff across shifts to be allocated to a ward or other clinical area will be consistent with the process set out in Schedule 8 (Staffing Resources Protocol) of this Agreement.

Community Health Services

- 84.3 The ACTPS is committed, in partnership with the nursing and midwifery workforce, to developing, maintaining and reviewing processes to routinely monitor, evaluate and, where necessary, respond proactively to identify and manage prioritisation and allocation of workload for nurses/midwives in the community setting.
- 84.4 The ACTPS is committed to ensuring that adequate time is allocated for Nurses working in the community to carry out the clinical and administrative requirements of their roles. Work allocation shall be based on a maximum 75:25 ratio of direct clinical care and administrative time on a daily basis.

84.5 Administrative support for home-based palliative care will provide for dedicated resources and workload distribution that equate to a 75:25 ratio of direct clinical care and administrative time on a daily basis.

84.6 The ACTPS will continue to work with nursing and midwifery staff on improving the work allocation and notification system for staff in Women's Youth and Children and to improve client service.

85. WORKLOAD MONITORING

85.1 Monthly workload monitoring and variances of staffing levels and workloads will be reported to the WCC.

85.2 Quarterly workload monitoring and variances of staffing levels and workloads will be reported to the DCC.

86. MEAL BREAKS

86.1 In any shift of **more than 6 (six) hours** duration, an employee shall be granted an **unpaid meal break of no less than 30 minutes and no more than 60 minutes**, at a time to be fixed by the manager/supervisor to best meet service requirements.

86.2 A meal break may be scheduled at any time during the shift, after the end of the third hour following the employee's commencement of work on a shift, and must be completed no later than the end of the sixth hour after the employee commences work.

86.3 Except as provided in Clause 88 (Paid Meal Breaks) of this Agreement, where it has not been possible to release an employee for a meal break of **at least 30 minutes before 6 (six) hours** of the employee's shift has passed, the employee will be paid overtime rates as set out in subclause 95.1 of this Agreement until the break is taken.

86.4 Subclause 86.3 does not apply in circumstances where Clause 88 (Paid Meal Breaks) applies.

87. TEA BREAKS

87.1 Tea breaks shall count as working time and will be paid as such.

87.2 In any shift of **more than 3 (three) hours** duration, an employee will be permitted to take a paid tea break of up to **10 (ten) minutes**.

87.3 In any shift of **more than 6 (six) hours** duration, an employee will be permitted to take **2 (two) paid tea breaks of up to 10 (ten) minutes each**.

87.4 An employee working a shift of **more than 10 (ten) hours** will be allowed **2 (two) paid tea breaks of up to 20 minutes each**.

87.5 Tea breaks may be taken at such times as best meet the employee's requirement for relief from work, and to best meet service requirements. On a shift of more than 8 (eight) hours duration, it will be usual for 1 (one) tea break to precede the meal break, and 1 (one) to follow the meal break.

87.6 Where necessary to meet service requirements in a workplace, an employee's meal break and tea breaks will be staggered.

87.7 With the agreement of the manager/supervisor, the employee may attach 1 (one) or 2 (two) tea breaks to the meal break, subject to operational requirements.

87.8 With the agreement of the manager/supervisor, an employee may attach 1 (one) or 2 (two) paid tea breaks to the end of the shift, provided clinical handover is not compromised.

88. PAID MEAL BREAKS

- 88.1 The manager/supervisor may roster an employee for a shift that incorporates a paid meal break in the following circumstances:
- (a) where work is performed in isolated locations;
 - (b) a shift is worked by only one or two employees; and
 - (c) for reasons of patient and employee safety, it is not appropriate for the employees to leave the workplace to take a meal break.
- 88.2 The manager/supervisor will consult with affected employees before paid meal break provisions are implemented, and will consult with the unions and employees about any subsequent withdrawal or extension of the arrangement.
- 88.3 A paid meal break will be paid at ordinary time rates.
- 88.4 The incorporation of a paid meal break into an existing shift pattern will not usually result in a change to the starting and finishing times of a shift.
- 88.5 A paid meal break will not count towards the accumulation of an ADO or any entitlement to leave.
- 88.6 The provisions in Clause 87 (Tea Breaks) of this Agreement also apply to these employees.
- 88.7 When an employee is rostered on a shift of more than 6 (six) hours duration that includes a paid meal break, the employees will be permitted to take a 30 (thirty) minute break during the shift.
- 88.8 An employee may take tea breaks and a meal break together, or in 2 (two), or 3 (three) parts totalling 50 minutes, subject to operational requirements.
- 88.9 Whenever an employee is on a meal break, the employee will be required to be ready to return to duty as and when the need arises, and to resume the employee's break at a later time.
- 88.10 The employee and the employee's manager/supervisor will agree on the usual pattern of breaks within a shift, to best meet the employee's requirement for relief from work, and to best meet service requirements.
- 88.11 Subject to subclause 88.12 where as a result of exceptional clinical workload, an employee has not been able to take a 30 minute meal break, the employee is entitled to be paid at overtime rates as per subclause 95.1 of this Agreement.
- 88.12 The employee must contact the shift coordinator (or equivalent) and either:
- (a) make an arrangement for relief to be provided to permit the employees to take a break; or
 - (b) obtain approval to work without the break.
- 88.13 The sum paid in respect of the paid meal break will be taken to be included in the extra payment made in respect of the missed meal break under subclause 88.11.

89. BREAKS FROM ORDINARY DUTY

- 89.1 An employee will have 9 (nine) hours off between the cessation of one shift and the commencement of another.

90. REST BREAKS FOLLOWING NIGHT DUTY

- 90.1 An employee shall not be required to work a roster of night duty for a duration of less than 2 (two) weeks unless the employees indicates a preference for short-term, e.g.1 (one) or 2 (two) nights of consecutive night duty shifts.

- 90.2 Subsequent to a period of night duty of at least two weeks duration, an employee will have a period of not less than 48 hours clear of duty. If the employee wishes, this period may be extended by rostering an ADO.
- 90.3 Any request for short-term night duty will be examined by the relevant manager/supervisor before the roster is issued to ensure that the roster pattern will not give rise to fatigue.
- 90.4 Where an employee elects to work a roster of night duty for a period of less than two weeks, and the manager or supervisor agrees to that pattern of work, then the employee will have a period of not less than 20 hours clear of duty before and after the period on duty. This will ensure there is an opportunity for an adequate rest break before and after a short-term period of night duty.

Section K – Overtime

91. PREAMBLE

- 91.1 While it is acknowledged that peak workload periods may necessitate some additional hours being worked by some employees, for fatigue management and work life balance this should be regarded as the exception rather than the rule.
- 91.2 Arrangements for the performance of extra duty will give the employee the greatest degree of certainty and predictability.
- 91.3 The importance of employees balancing work and personal life is recognised. The appropriate balance is a critical element in developing and maintaining healthy and productive workplaces.

92. WHAT IS OVERTIME?

- 92.1 Overtime has two components:
- (a) when an employee works in excess of their rostered hours on any given shift/day; or
 - (b) when an employee works in excess of full-time hours in a fortnight (i.e. 76 hours per fortnight).

93. AUTHORISATION OF OVERTIME

- 93.1 Any employee may be requested or required to perform overtime consistent with the provisions of this Section.
- 93.2 Authorisation from the head of service must be obtained before the overtime is worked. Where it is not reasonably practicable to seek approval beforehand, an application for overtime may be considered after the event. Any such application will need to include the circumstances as to why approval could not be obtained beforehand.
- 93.3 The head of service may vary existing delegations for the approval of overtime to permit an employee acting as team leader/in charge to approve overtime not exceeding 30 minutes at the end of a normal shift, provided this is necessary to meet patient needs in emergency situations.
- 93.4 For any overtime that is performed beyond 30 minutes, the employee who is team leader/in charge will inform the after-hours Hospital Manager/Coordinator (or equivalent).

94. REASONABLE OVERTIME

- 94.1 Subject to the provisions of this clause, an employee may be required to work reasonable overtime.
- 94.2 Before requesting that an employee undertake reasonable overtime the manager/supervisor will:
- (a) demonstrate that they have taken reasonable steps to ensure that the overtime occurrence was unavoidable and is for the minimal time possible;
 - (b) ensure appropriate rest and/or meal breaks during the period of overtime;
 - (c) take reasonable steps to ensure that the employee is neither fatigued nor at the risk of becoming fatigued and, therefore, take full account of the hours already performed by the employees;
 - (d) consider and take account of the employee's individual circumstances when requesting overtime, including any pre-arranged personal commitments;
 - (e) consider the fair distribution of the overtime amongst employees; and

- (f) consider the needs of the ACTPS, including the severity of the situation necessitating the overtime.
- 94.3 An employee has a right to refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (a) the employee's health and safety, fatigue management, and the balance of work and recreation;
 - (b) the employee's personal circumstances;
 - (c) any family responsibilities, childcare or other caring arrangements;
 - (d) the needs of the workplace or ACTPS;
 - (e) the notice (if any) given by the manager/supervisor of the overtime and by the employee of his or her intention to refuse it;
 - (f) the usual patterns of work in the industry;
 - (g) the nature of the employee's role, and the employee's level of responsibility; and
 - (h) any other relevant matter.
- 94.4 The employee will communicate these difficulties as soon as practicable to the employee's manager/supervisor once the request to undertake overtime has been made.
- 94.5 Managers/supervisors and employees have a responsibility to minimise the extent to which excessive hours are worked. 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 must review together the workloads and priorities and determine appropriate strategies to address the situation.
- 94.6 In doing so, the manager/supervisor will consider and implement one or more of the following strategies to reduce the amount of excessive hours being worked:
- (a) review of workloads and priorities;
 - (b) re-allocation of resources;
 - (c) consideration of appropriate arrangements for time off in lieu; and
 - (d) review staffing levels and/or classifications within the work group.
- 94.7 The ACTPS will consult with the Directorate Consultative Committee about the development and implementation of appropriate strategies to deal with issues associated with both paid and unpaid overtime.

95. OVERTIME RATES

- 95.1 All overtime worked by an employee is calculated on a daily basis as follows:
- (a) **Monday to Saturday** inclusive at the rate of **time and a half for the first three hours and double time thereafter**;
 - (b) **Sunday** at the rate of **double time**; and
 - (c) **Public Holidays** at the rate of **double time and a half**.

Minimum Payment for Overtime

- 95.2 Where an employee is recalled to duty or works overtime that is not continuous with an employee's rostered hours, even if the work is completed in less than three (3) hours, the appropriate overtime rate will be paid with a minimum payment of three hours duty.

Minimum period for Overtime for a period spanning before and after midnight

- 95.3 For overtime worked that is not continuous with an employee's rostered hours, and covers a period of duty spanning before and after midnight, the minimum rate of overtime is calculated on the highest applicable rate.

96. HOW IS OVERTIME CALCULATED?

- 96.1 An employee's pay for the purpose of calculating overtime will include Higher Duties Allowance.
- 96.2 Overtime will be calculated to the nearest quarter of an hour of the total overtime claimed in each pay period.
- 96.3 Meal periods are to be disregarded when assessing the continuity of overtime attendance.
- 96.4 Overtime will not be regarded as hours worked for accrual purposes of ADO.
- 96.5 For the purposes of this clause the hourly rate of pay for overtime will be calculated by dividing the full time fortnightly rate of pay for the employee's classification by 76.

97. OVERTIME MEAL ALLOWANCE AND MEAL TICKETS

- 97.1 Where an employee is required to perform overtime:
- (a) after the employee's rostered hours of duty have been worked, and after an unpaid meal break; or
 - (b) continuous with the employee's rostered hours of duty, and beyond the end of the next defined meal period; or
 - (c) before the employee's rostered hours of duty commence, and before an unpaid meal break taken before the commencement of that duty; or
 - (d) on a day that the employee does not usually work, where the employee is granted an unpaid meal break; and
 - (e) the employee cannot reasonably be expected to return home for a meal in the time allocated for a meal break;

then the ACTPS will pay the employee the overtime meal allowance, or provide the employee with a meal, or provide the employee with a meal ticket.

- 97.2 The arrangement will not apply in cases where the employee cannot readily avail themselves of a meal at a cafeteria conducted by the ACTPS. In these cases, overtime meal allowance will be paid in accordance with Schedule 9.

98. REST BREAKS AFTER PERFORMING OVERTIME

- 98.1 Where an employee performs overtime:
- (a) after a shift ends which prevents the employee from having a continuous 9 (nine) hour break before the commencement of their next rostered shift; or
 - (b) on a Saturday, a Sunday or a Public Holiday, or on a rostered day off without having had nine consecutive hours off duty in 24 hours preceding their ordinary commencing time on their next working day or shift; or
 - (c) as a result of being recalled to duty for a period which commences more than 3 (three) hours prior to the start of the next rostered shift; or
 - (d) as a result of being recalled to duty more than 3 (three) times in the immediate past 5 (five) consecutive days;

the employee is, unless directed to report for duty at an earlier time, entitled to be absent from duty, without loss of pay, until they have, from the time they ceased to perform overtime duty, been off duty for a continuous period of 9 (nine) hours.

- 98.2 For an employee who is rostered on-call or close call and is recalled to duty, the rest break entitlements are set out in Clause 51 (Rest Breaks Following On-Call and Close-Call) of this Agreement.
- 98.3 In exceptional circumstances, if an employee is required by the head of service to resume or continue work without having had a rest break of 9 (nine) consecutive hours, the employee will:
- (a) be paid at double time rate until they are released from duty for that 9 (nine) hour period; and
 - (b) the employee will then be entitled to be absent from duty until they have had 9 (nine) hours off duty without loss of pay for ordinary working time occurring during that absence.
- 98.4 Irrespective of any entitlement an employee may or may not have under this clause, an employee should not be required to resume duty or continue duty if due to overtime or recall duty already performed the employee is fatigued such that they may be unable to function in an effective, efficient and safe manner. No loss of pay will occur as a consequence of any rostered duty not performed as a result of this clause.

99. TRAVELLING WHEN RECALLED TO PERFORM DUTY PAYABLE AS OVERTIME

- 99.1 An employee is deemed to be on duty:
- (a) whilst travelling from the employee's place of residence to the employee's place of employment for the purpose of performing duty that is eligible to be paid at overtime rates; and
 - (b) in returning to the employee's place of residence after ceasing to perform duty referred to in paragraph 99.1(a) above.

100. EMERGENCY DUTY

- 100.1 'Emergency duty' is defined as recall to duty in an emergency situation with less than 24 hours notice. When an employee who is not rostered to be on-call is recalled to duty in an emergency, the employee will be paid at the overtime rates as set out in Clause 95 (Overtime Rates) of this Agreement.
- 100.2 The minimum payment in this case is 3 (three) hours at the relevant overtime rate, together with reasonable travelling time to and from the employee's usual place of residence.
- 100.3 Employees may refuse emergency recall in circumstances as set out in Clause 94 (Reasonable Overtime) of this Agreement.

101. ABSENCE FROM DUTY IN LIEU OF PAYMENT OF OVERTIME

- 101.1 Where an employee performs approved overtime, the employee and the relevant head of service may agree that, in lieu of the overtime rates set out in Clause 95 (Overtime Rates) of this Agreement:
- (a) the employee will be released from ordinary duty for a period of time equal to the overtime worked, and
 - (b) be paid an allowance to bring the total pay in respect of the overtime the employee has worked to the same level as would have been the case had the overtime been paid for in the normal manner.

101.2 Time off in lieu of overtime will be paid at the rate of single time only, and will not attract any shift penalty payments.

102. ROSTERED EXTRA SHIFTS PERFORMED BY PART-TIME EMPLOYEES

102.1 A rostered extra shift that is in excess of a part-time employee's agreed fortnightly hours but less than full-time hours (i.e. 76 hours) is **not** considered **overtime, but is an extra shift that incurs a loading of 25%**.

102.2 Where a part-time employee works in excess of their rostered hours on any given shift/day the employee will be paid at the applicable overtime rates as set out in Clause 95 (Overtime Rates).

102.3 Where a part-time employee works in excess of full time hours in a fortnight the employee will be paid at the applicable overtime rates as set out in Clause 95 (Overtime Rates).

102.4 Hours worked in excess of a part-time employee's agreed fortnightly hours of duty do not qualify for accrual credit towards annual leave or personal leave.

Section L – Flexible Working Arrangements and Employee Support

103. INTRODUCTION

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

104. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- 104.1 In addition to the circumstances provided at subclause 104.2 and Clause 105, an employee may apply as per 104.3 to their manager/supervisor for flexible working arrangements to support their work and life balance. The manager/supervisor will respond to the employee's request as per subclauses 104.4 – 104.6.
- 104.2 Notwithstanding the entitlement under subclause 104.1, an employee may request flexible working arrangements in accordance with the FW Act in the following circumstances. The employee:
- (a) Has a parental or other caring responsibility of a child of school age or younger; or
 - (b) Has a caring responsibility for an individual with a disability, a terminal or chronic medical condition, mental illness or is frail and aged; or
 - (c) Has a disability; or
 - (d) Is over the age of 55; or
 - (e) Is experiencing domestic violence; or
 - (f) Is providing personal care, support and assistance to a member of their immediate family or household because they are experiencing domestic violence.
- 104.3 The request by the employee must set out, in writing, the details of the change sought and the reasons for that change.
- 104.4 The manager/supervisor must respond to the request in writing within twenty-one days, providing the reasons for their decision.
- 104.5 The manager/supervisor will only deny an employee's request for variation to workplace arrangements provided under this Agreement where there are operational reasons for doing so.
- 104.6 Where a request is not approved the manager/supervisor will consult with the employee to determine mutually convenient alternative arrangements.

105. EMPLOYEES WITH CARING RESPONSIBILITIES

- 105.1 Carers are employees who provide, in addition to employee's normal family responsibilities, care and support on a regular basis to other members or other persons who are sick or ageing, have an injury, have a physical or mental illness, or a disability.

- 105.2 Family members may include children, brothers or sisters, domestic partner, parents, grandparents and close relatives. In some cases, employees may be responsible for providing care to a neighbour or a friend who has no one to assist with day-to-day care.
- 105.3 The ACTPS recognises that carer responsibilities vary considerably, depending on the level of care and assistance required and may be suddenly imposed, or may increase gradually. It is also recognised that, generally, employees are able to provide care and assistance outside normal working hours. However, there are times that employees are required to provide more support or assistance because of illness, injury or disability.
- 105.4 To assist employees in balancing work and carer responsibilities, flexible working and leave arrangements are provided in this Agreement. Examples of these flexible working and leave arrangements include, but are not limited to:
- (a) flexible starting and finishing times;
 - (b) ability to take a few hours off work, and make it up later;
 - (c) access to Family Carer's Room;
 - (d) access to personal leave for caring purposes for members of immediate family or household;
 - (e) home based work on a short or long term basis;
 - (f) part-time work;
 - (g) job sharing;
 - (h) purchased leave;
 - (i) annual leave;
 - (j) long service leave;
 - (k) leave without pay; and
 - (l) leave not provided for elsewhere.
- 105.5 Access to the leave entitlements listed in subclause 105.4 is as provided for in this Agreement.
- 105.6 The Agencies, employees and their representatives will consult through DCC to identify the potential for providing employees assistance with their caring arrangements. Opportunities under this clause could include the Agencies coordinating care to make a group discount available, the Agencies providing an emergency care referral service, or cooperative arrangements being facilitated on site.

106. REGULAR PART-TIME EMPLOYMENT

Access to Part-Time Employment

- 106.1 A person may be employed in any classification as a part-time employee for an agreed number of regular hours that is less than the ordinary weekly hours of duty for a full time employee (as set out in Clause 75 – ordinary hours of work).
- 106.2 Part-time employees will receive, on a proportionate basis, equivalent pay and conditions to those of full-time employees.
- 106.3 Proposals to reduce hours below full-time employment may be initiated by the head of service for operational reasons or by an employee for personal reasons.
- 106.4 Where an employee initiates a proposal the head of service will have regard to the personal reasons put by the employee in support of the proposal and to their business unit's operational requirements.

- 106.5 The head of service will obtain the written agreement of a full-time employee before the employee converts to part-time.
- 106.6 No pressure will be exerted on full-time employees to convert to part-time employment or to transfer to another position to make way for part-time employment.
- 106.7 Before a full time employee converts to part time employment the head of service will provide in writing:
- a) the prescribed weekly hours of duty subject to the maximum number of ordinary hours of duty on any given day or shift applicable to a full time employee; and
 - b) the pattern of hours to be worked including the start and finish times.
 - c) The agreed period of the part-time employment agreement.

Variation to Part-Time Hours

- 106.8 Proposals to vary part-time employment arrangements may be initiated by the head of service for operational reasons or by an employee for personal reasons.
- 106.9 Where an employee initiates a proposal the head of service will have regard to the personal reasons put by the employee in support of the proposal and to their business unit's operational requirements.
- 106.10 The head of service will obtain the written agreement of the part-time employee before the employee's part time hours are varied.
- 106.11 No pressure will be exerted on the employee to vary the employee's part-time employment or to transfer to another position.
- 106.12 Before a part time employee varies their part time hours of employment the head of service will provide in writing:
- (a) the prescribed weekly hours of duty subject to the maximum number of ordinary hours of duty on any given day or shift applicable to a full time employee;
 - (b) the pattern of hours to be worked including the start and finish times; and
 - (c) the agreed period of the part-time employment agreement.

107. JOB SHARING

- 107.1 In this clause 'employee' refers to employees other than casual employees.
- 107.2 Job sharing arrangements may be introduced by agreement between the head of service and the employee involved, subject to operational requirements. Employees working under job sharing arrangements share one full-time job and will be considered to be part-time with each working part-time on a regular, continuing basis.
- 107.3 A full-time employee must request in writing permission to work in a job sharing arrangement. The head of service will agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.
- 107.4 The pattern of hours for the job sharing arrangement will be agreed between the employee and the head of service. However, any single attendance at the place of work will be for not less than 4 (four) consecutive hours.
- 107.5 An employee who is in a job sharing arrangement and who was previously working full-time may revert to full-time employment before the expiry of the agreed period of job sharing if all parties to the arrangement agree.

107.6 In the event that either employee ceases to participate in the job sharing arrangement, the arrangement will terminate.

108. PART-TIME EMPLOYMENT FOLLOWING MATERNITY LEAVE, PRIMARY CARE GIVER LEAVE, ADOPTION OR PERMANENT CARE LEAVE OR PARENTAL LEAVE

108.1 Subject to this clause the head of service will approve an application by an employee employed on a full-time basis who returns to work after accessing maternity leave, primary caregiver leave or parental leave to work on a part-time basis for a period of up to 3 (three) years from the birth, adoption of a child or granting of parental responsibility for a foster child.

108.2 An application by an employee for access to part-time work under this clause will only be approved where the employee agrees, where necessary, to become unattached.

108.3 The maximum aggregate period of part-time employment that may be approved for an employee under subclause 108.1 is 7 (seven) years.

108.4 Either the employee who accesses Primary Care Giver leave under Clause 132 or Adoption or Permanent Care leave under Clause 136 or the mother who is entitled to and accesses Maternity Leave under Clause 130 will be entitled to access part-time employment as provided in Clause 106.

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

109. HOME-BASED WORK

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

109.2 Home-based work, on a regular basis, is a voluntary arrangement that requires the agreement of both the head of service and the employee. The head of service will consider requests by employees for home-based work, having regard to operational requirements and the suitability of the work.

109.3 In determining appropriate home-based work arrangements, the head of service and employees will consider a range of matters, including:

- (a) appropriate and effective communication with office-based employees;
- (b) the need to ensure adequate interaction with colleagues;
- (c) the nature of the job and operational requirements;
- (d) privacy and security considerations;
- (e) health and safety considerations;
- (f) the effect on clients; and
- (g) adequate performance monitoring arrangements.

109.4 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.

109.5 An employee may terminate home-based work arrangements at any time by giving reasonable notice to the head of service.

- 109.6 There may also be occasions where it is appropriate for an employee to work from home on an ad hoc basis. In these circumstances, arrangements to work from home are to be negotiated on a case-by-case basis between the employee and the manager/supervisor.
- 109.7 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 workplace health and safety requirements and to an assessment of technical needs by the manager/supervisor.
- 109.8 All employees who enter into work from home arrangements will have their home work environment assessed by a workplace health and safety specialist.

110. EMPLOYEE ASSISTANCE PROGRAM

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

111. SCHEDULING OF MEETINGS

- 111.1 To assist employees to meet the employees' personal responsibilities, where possible, all meetings in the ACTPS are to be scheduled at times that take into account those responsibilities.

112. VACATION CHILDCARE SUBSIDY

- 112.1 This clause applies to an employee (other than a casual employee or a temporary employee who has been engaged by the ACTPS for a period of less than 12 (twelve) months) with school-age children who makes an application in accordance with Clause 142 based on their accrued annual leave, purchased leave or long service leave during school holidays that is rejected. In these circumstances the head of service will make payment to the employee for each calendar year based on:
- (a) \$52 per day towards the cost of each school child enrolled in an accredited school holiday program;
 - (b) up to a maximum of \$260 per child per 5 (five) days;
 - (c) up to a maximum of 10 (ten) days per child per year;
 - (d) up to a maximum of 3 (three) children; and
 - (e) reimbursement on production of a receipted tax invoice.
- 112.2 An accredited school holiday program is a program approved and/or subsidised by a State, Territory or Local Government.
- 112.3 The payment will apply only on the days when the employee is at work.
- 112.4 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.
- 112.5 An employee whose domestic partner receives a similar benefit from the partner's employer is not eligible for the payment.

113. FAMILY CARE COSTS

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

114. EMPLOYEES WHO ARE BREASTFEEDING

- 114.1 Employees who are breastfeeding will be provided with the facilities and support necessary to enable the employee to combine a continuation of such breastfeeding with the employee's employment.
- 114.2 The Directorate will continue to maintain a room for nursing mothers. The room will be a clean and hygienic private room with power points and a lockable door. The room will contain a comfortable chair, a table, a refrigerator for the storage of expressed breast milk, a storage area for equipment and an electric breast pump, and access to a washing facility in close proximity to the room. Where there is no room available another appropriate space may be used.
- 114.3 The provision of facilities and support to employees who are breastfeeding will include up to 1 (one) hour paid lactation break(s) per day/shift, with such break(s) in addition to rest periods, tea breaks and meal breaks otherwise prescribed in this Agreement, to allow employees who are breastfeeding the opportunity to feed their infants or to express their milk.
- 114.4 Breaks may be taken in 1 (one), 2 (two) or more parts. Length and scheduling of breaks will be the subject of consultation and agreement between the employee and the relevant manager/supervisor. Paid lactation breaks are not cumulative.
- 114.5 An employee may utilise the lactation break to return home or to attend another location, subject to consultation and agreement between the employee and the relevant manager/supervisor, and the employee takes no longer break than provided for under this clause.
- 114.6 In addition to the above entitlements, employees who are breastfeeding and who, in the course of their employment, are required to travel between work locations and/or client contacts will have easy access to the specified lactation facilities within the Agencies.
- 114.7 Access to ongoing lactation support and education through the on-site Maternity Units at The Canberra Hospital and Calvary Healthcare, and Community Lactation Consultants will be provided.
- 114.8 The highest priority for flexible working rosters will be given where the employee who is breastfeeding returns to work within 12 months of the birth of the child.
- 114.9 A high priority for rostering preferences will apply to employees who are breastfeeding for the second year after the birth of the child.

115. TRANSFER TO A SAFE JOB DURING PREGNANCY

Purpose

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

Eligibility

- 115.2 In accordance with the NES, this clause applies to pregnant employees when they:
- a) have given at least ten weeks notice, or where that is not practical have as soon as practical given notice, that they will be applying for maternity leave; and
 - b) provide evidence from a registered health professional or registered medical professional to the head of service that they are fit for work but that it is inadvisable for them to continue in their present position during a stated period because of illness or risks arising out of their pregnancy or hazards connected with that position.

115.3 In these circumstances, the employee is entitled to be transferred to an appropriate safe job for the stated period with no detriment to her current terms and conditions of employment.

Paid absence for "No Safe job" Purposes

115.4 If an appropriate safe job is not available, and when the employee has completed 12 months of continuous service, the employee is entitled to take paid absence for 'no safe job' purposes for the stated period at a rate of payment that is the same rate as would be paid if the employee was granted personal leave. This period of paid absence will count as service for all purposes.

115.5 If an appropriate safe job is not available, and the employee has not completed 12 months of continuous service, the employee is entitled to take unpaid absence for 'no safe job' purposes. This period of absence will not count as service for any purposes but will not break continuity of service.

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

Section M – Leave

116. LEAVE GENERAL

- 116.1 Part time employees are credited and debited leave on a pro-rata basis.
- 116.2 Where a request is not approved the head of service will, if so requested in writing by the employee, provide the reasons for that decision to the employee in writing. Where a request is not approved the head of service will consult with the employee to determine mutually convenient alternative arrangements.

117. PERSONAL LEAVE

Purpose

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

Eligibility

- 117.3 Personal leave is available to employees other than casual employees.

Entitlement

- 117.4 An employee may be granted personal leave up to their available credit from the first day of service.
- 117.5 Personal leave is cumulative and there is no cap on the personal leave balance an employee may accrue.
- 117.6 On engagement under the *Public Sector Management Act*, employees will have any personal leave credit with an organisation that is recognised for prior service purposes added to the employee's personal leave credit. In order to be recognised for personal leave purposes the previous service must meet requirements specified in the PSM Standards. On the employee's normal accrual date, the employee will then receive personal leave in accordance with subclause 117.14 or, following the implementation of daily accrual, the employee will receive personal leave in accordance with subclause 117.11.
- 117.7 If a person is retired from the Service on the 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.
- 117.8 Except for a short term temporary employee and an employee to whom subclause 117.6 applies, an employee's personal leave balance will be credited with an equivalent of 3.6 weeks of personal leave on the day they commence with the Territory.

Daily Accrual Implementation

- 117.9 The ACTPS will move to daily accrual of personal leave as soon as the relevant HR system can be reconfigured. The head of service will consult with ACTPS staff, unions and other employee representatives to facilitate the transition to daily accrual. The consultation will occur prior to the re-configuration of the new HR system.

117.10 To avoid doubt, following the implementation of daily accrual of personal leave in accordance with subclause 117.9, subclauses 117.15, 117.16 and 117.27 will cease to operate and subclause 117.6 will operate only as it relates to the daily accrual of personal leave and the recognition of prior service.

117.11 Despite subclause 117.8, from the day of commencement an employee's personal leave accrues on a daily basis according to the formula set out below:

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

A = number of ordinary hours per week worked; and

B = one where the day counts as service or zero where the day does not count as service;

C = number of calendar days on the year; and

D = number of weeks of personal leave an employee is entitled to a year (i.e. 3.6 weeks).

117.12 The accrual calculated in subclause 117.11 will be credited to the employee progressively on a fortnightly basis.

Until Daily Accrual is implemented

117.13 Until daily accrual is implemented the provisions contained in subclauses 117.14 and 117.15 will apply.

117.14 An additional credit of 3.6 weeks personal leave will be made on the anniversary of the employee's commencement date during each year of service.

117.15 The accrual date for personal leave will be deferred by 1 day for every calendar day of unauthorised absence or leave without pay that does not count for service.

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

Short term Temporary Employees

117.17 Until daily accrual of personal leave is implemented, the provisions contained in subclauses 117.18 to 117.20 will apply to short term temporary employees. To avoid doubt, subclauses 117.18 to 117.20 will cease to operate from the date of implementation of daily accrual of personal leave in accordance with subclause 117.8.

117.18 A short term temporary employee will be credited with one week of personal leave after four weeks continuous service and 0.2 weeks of personal leave for each subsequent four weeks of continuous service up to a maximum of 2 weeks in the employee's first twelve months of service.

117.19 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 117.14.

117.20 A short term temporary employee subsequently appointed under the *PSM Act* prior to completing 12 months service will have their personal leave balance bought up to the equivalent of 3.6 weeks, less any personal leave with pay granted under subclause 117.4. For subsequent accruals that short-term temporary employee will receive personal leave on the same basis as an employee on the anniversary of the commencement of their employment.

117.21 The provisions contained in subclauses 117.22 to 117.26 will apply to the accrual of personal leave by short term temporary employees from the date of implementation of daily accrual.

117.22 All short term temporary employees will accrue personal leave in accordance with the formula set out in subclause 117.12 from the date of implementation of daily accrual.

- 117.23 All short term temporary employees who commence employment with the Territory on or after the date of implementation of daily accrual of personal leave will be credited with the equivalent of one week of personal leave on their date of commencement.
- 117.24 All short term temporary employees who have been employed by the Territory for a period of less than 4 weeks continuous service as at the date of implementation of daily accrual of personal leave will be credited with the equivalent of one week of personal on the date of implementation of daily accrual.
- 117.25 Upon completion of twelve months continuous employment with the Territory short term temporary employees will have their personal leave balance brought up to the equivalent of 3.6 weeks, less any personal leave with pay granted under subclause 117.4 during the twelve months. The 3.6 weeks is in addition to any personal leave accrued under subclause 117.23
- 117.26 A short term temporary employee who is appointed under the PSM Act prior to completing twelve weeks months continuous employment with the Territory will have their personal leave balance brought up to 3.6 weeks, less any personal leave with pay granted under subclause 117.4. The 3.6 weeks is in addition to any personal leave accrued under subclause 117.22.

When Personal Leave Credits Have Been Exhausted

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

Note: In such circumstances, alternative arrangements are provided for at subclause 117.57.

- 117.28 Despite subclause 117.27, the head of service may allow an employee, in the first ten years of service, when the officer provides documentary evidence that the employee has a personal illness or injury, to anticipate one year's personal leave accrual where all full pay credits are exhausted.
- 117.29 Temporary employees are not entitled to anticipate personal leave but may be granted up to an aggregate of twenty days without pay in the first twelve months.
- 117.30 The head of service may, when a personal illness or injury poses a serious threat to the employee's life, grant an employee an additional period of paid personal leave for personal illness or injury. This leave may be at either full or half pay. Such leave will not be granted if the absence is due to a condition for which the employee is receiving compensation under the *Safety, Rehabilitation and Compensation Act 1988*.

Other Provisions

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

Evidence and Conditions

- 117.33 An employee must give notice of their intention to take personal leave. The notice must be provided to their manager/supervisor as soon as practicable (which in the case of a 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.
- 117.34 The head of service may grant personal leave if they are satisfied there is sufficient cause, having considered any requested or required documentary evidence.
- 117.35 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.

- 117.36 The head of service will accept the following documentary evidence as proof of personal illness or injury or the need to care for a member of the employee's immediate family or household who is sick:
- (a) a certificate from a registered medical practitioner or registered health professional who is operating within their scope of practice; or
 - (b) a statutory declaration made by the employee if it is not reasonably practicable for the employee to give the employer a certificate.
- 117.37 Applications for personal leave requiring an employee to care for a member of the employee's immediate family or household who is sick will need any required documentary evidence to clearly state the caring requirement.
- 117.38 If documentary evidence is not produced when an employee applies for leave, the head of service may grant personal leave up to three consecutive working days with pay, to a maximum of seven working days in any accrual year. Absences for personal leave without documentary evidence in excess of three consecutive days, or seven days in any accrual year will be without pay.
- 117.39 Following the implementation of daily accrual of personal leave, the head of service may grant up to three consecutive working days personal leave with pay without documentary evidence, to a maximum of seven working days in a calendar year. Absences for personal leave without documentary evidence in excess of three consecutive days, or seven days in a calendar year will be without pay.
- 117.40 The head of service may, with reasonable cause, request the employee to provide a medical certificate from a registered medical practitioner or a statutory declaration for any absence from duty on personal leave at the time of notification of the absence.
- 117.41 Paid personal leave may be granted up to an employee's available personal leave credit.
- 117.42 Subject to the production of documentary evidence, a head of service may grant an employee further absence for personal illness or injury provided the additional period of personal leave is granted without pay. However any such leave without pay that goes beyond a maximum continuous period of combined paid and unpaid personal leave of 78 weeks will not count as service for any purpose.
- 117.43 The head of service must not grant personal leave for an absence caused by the misconduct of the employee. The head of service may determine that an absence caused by the misconduct does not count as service for any purpose.
- 117.44 The head of service must approve an application for up to five days personal leave applied for in conjunction with a period of bonding leave.
- 117.45 The head of service may refer an employee for a medical examination by a nominated registered medical practitioner or registered health professional, or nominated panel of registered medical practitioners or registered health professionals at any time for reasons including where:
- (a) the head of service is concerned about the wellbeing of an employee and considers that the health of the employee is affecting, or has reasonable expectation that it may affect, the employee's ability to adequately perform their duties;
 - (b) the head of service considers that documentary evidence supplied in support of an absence due to personal illness or injury is inadequate; or
 - (c) the employee has been absent on account of illness for a total of thirteen weeks in any twenty six week period.
- 117.46 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

117.47 Personal leave will be granted with pay except where it is granted without pay under subclauses:

- (a) 117.27; or
- (b) 117.42

117.48 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.

117.49 Any personal leave taken must be deducted from the employee's credit.

Effect on Other Entitlements

117.50 Personal leave with pay will count as service for all purposes.

117.51 Personal leave without pay, other than provided for at subclause 117.42, will count as service for all purposes.

117.52 Where an employee is absent on paid personal leave and a public holiday for which the employee is entitled to be paid falls within that period of absence:

- (a) the employee will be paid as a normal public holiday for that day; and
- (b) the public holiday will not be deducted from the employee's personal leave credits.

Access to Other Leave Entitlements

117.53 An employee who suffers personal illness or injury, or cares for a member of the employee's immediate family or household who is sick, for one day or longer while on:

- (a) annual leave; or
- (b) purchased leave; or
- (c) long service leave; or
- (d) unpaid maternity leave; or
- (e) unpaid parental leave; or
- (f) grandparental leave; or
- (g) accrued day off(ADO); and

who produces a certificate from a registered health professional operating within their scope of practice; may apply for personal leave.

117.54 Where an employee is on a form of leave specified in subclauses 117.53 and:

- (a) the employee is subsequently granted personal leave in accordance with subclause 117.53; and
- (b) the personal leave falls within a part or all of the period of the other form of leave; then that other leave will be re-credited for that period of the personal leave that falls within the period of the other leave.

117.55 An employee cannot access paid personal leave while on paid maternity leave or primary care giver's leave, but can apply for personal leave during unpaid maternity leave or parental leave.

117.56 If the employee has exhausted all paid personal leave, personal leave without pay cannot be substituted for unpaid maternity leave.

117.57 If an ill or injured employee exhausts the employee's paid personal leave entitlement and produces documentary evidence, as per subclause 117.37, as evidence of continuing personal illness or injury, 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 seventy eight weeks under subclause 117.42.

118. PERSONAL LEAVE IN EXTRAORDINARY AND UNFORESEEN CIRCUMSTANCES

- 118.1 Employees, other than casual employees, are eligible to apply for personal leave in extraordinary and unforeseen circumstances.
- 118.2 Personal leave in extraordinary and unforeseen circumstances, is non-cumulative and if granted is deducted from the employee's personal leave balance.
- 118.3 The head of service may grant a maximum of four days of personal leave in an accrual year, other than for personal illness or the care of the employee's immediate household who is sick, in extraordinary, unforeseen or unexpected circumstances where it is essential that the employee have leave from the workplace. These four days are in addition to the seven days personal leave without documentary evidence.
- 118.4 While personal leave in extraordinary and unforeseen circumstances does not normally require documentary evidence, the head of service may request reasonable evidence before granting the leave.
- 118.5 Personal leave in extraordinary and unforeseen circumstances will be granted with pay.

119. PERSONAL LEAVE - INFECTIOUS DISEASE CIRCUMSTANCES

- 119.1 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.
- 119.2 The employee may also apply for the absence or a part of it to be deducted from their annual leave credit.

120. ANNUAL LEAVE

- 120.1 Annual leave is available to enable employees to be absent from duty for the purposes of rest and recreation.
- 120.2 Annual leave is available to all employees other than casual employees.

Entitlement

- 120.3 Full time employees (other than casual employees) are entitled to **152 hours** annual leave (4 weeks), for each 12 months worked.
- 120.4 Where less than 12 months is worked, an employee is entitled to annual leave on a pro-rata basis.
- 120.5 For a full-time employee who is required to work ordinary hours:
- (a) On a roster that includes **shift work and/or weekends and also Public Holidays** will be entitled to leave of absence on full pay for a period equal to **266 hours (7 weeks)** for each 12 months continuous service;
 - (b) on a roster that includes work on **Public Holidays but not weekends** will be entitled to leave of absence on full pay for a period equal to **228 hours (6 weeks)** for each 12 months continuous service;

- (c) on a roster that includes **shift work and/or weekends but not Public Holidays** will be entitled to leave of absence on full pay for a period equal to **190 hours (5 weeks)** for each 12 months continuous service;
- (d) an employee referred to in paragraphs 120.5 (a) and 120.5 (b) will be credited with an extra day's leave for any additional specially gazetted Public Holidays;
- (e) an employee referred to in paragraphs 120.5 (a), (b) and (c) for short periods will be entitled to annual leave for the total period so worked on a pro-rata basis.

120.6 Part-time employees will accrue annual leave entitlements as set out in this clause on a pro-rata basis.

120.7 Annual leave accrues on a daily basis, according to the formula set out below:

$$\frac{(A \times B \times D)}{C}$$

Where:

- A = Number of ordinary hours per week worked;
- B = One or zero (where the day does not count as service);
- C = Number of calendar days in the year; and
- D = Four (basic recreation leave accrual of four weeks), or the appropriate weekly amount in accordance with subclause 120.5.

120.8 Annual leave will not accrue during any period of unauthorised absence.

120.9 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.

120.10 Employees will receive payment on separation from the ACTPS of any unused or un-transferred annual leave entitlement.

Additional Leave for Employees Rostered On-Call and Recalled to Duty on a Sunday or Public Holiday

120.11 This clause applies to employees who are eligible to accrue either 152 or 190 hours of annual leave, and who are rostered on-call or close-call and are recalled to duty on Sundays and Public Holidays.

120.12 When an employee to whom this clause applies is recalled to duty on a Sunday or Public Holiday, the employee will accrue additional annual leave.

120.13 Additional annual leave will accrue at the rate of four hours additional leave in respect of each Sunday or Public Holiday on which recall duty is performed, up to a maximum of 5 (five) days.

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

Evidence and Conditions

120.15 This clause should be read in conjunction with Clause 142 (Leave Planning, Applications and Approvals) of this Agreement.

120.16 Employees are entitled to apply for annual leave in any combination, including several hours at a time, single day annual leave, or by using their entire annual leave credit in one period of leave.

- 120.17 Employees are encouraged to use their annual leave in the year that it accrues, and to this end should discuss their leave intentions with their manager/supervisor as soon as practicable.
- 120.18 An employee must make an application to the head of service to access their annual leave entitlement.
- 120.19 Having considered the requirements of this clause the head of service may approve an employee's application to access annual leave.
- 120.20 The head of service should approve an employee's application to take annual leave, subject to operational requirements.
- 120.21 If the head of service does not approve an employee's application for annual leave because of operational requirements, the head of service will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.
- 120.22 The head of service must, unless there are exceptional operational circumstances, approve an application for annual leave if it would enable an employee to reduce their annual leave credit below two and a half years worth of accrued annual leave credit. However, in the case of exceptional operational circumstances, the head of service will consult with the employee to determine the time (or times) for the annual leave to be taken that is mutually convenient to both the administrative unit and the employee.
- 120.23 If an employee's approved annual leave is cancelled, or an employee is recalled to duty from leave, they will have the unused portion of their annual leave recredited and the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.
- 120.24 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.
- 120.25 If an employee has the equivalent of two years' accrued annual leave credits and unless exceptional operational circumstances exist, the employee and relevant manager/supervisor must agree, and implement an annual leave usage plan to ensure the employee's accrued leave credit will not exceed two and a half years' worth of annual leave credit.
- 120.26 If an employee does not agree to a reasonable annual leave usage plan the head of service may direct an employee who has accrued two and a half years' worth of annual leave credit to take annual leave to the extent that the employee's annual leave credit exceeds two and a half years' worth of accrued credit, subject to giving the employee one calendar month notice. This clause does not apply to an employee who is on graduated return to work following compensation leave.
- 120.27 An employee who has an annual leave credit in excess of 2.5 years of accrued entitlement:
- (a) at the commencement of the Agreement; or
 - (b) on joining, or returning to, the ACTPS; or
 - (c) on returning to duty from compensation leave;
- will have twelve months to reduce the employee's annual leave balance to 2.5 years of entitlement or below.
- 120.28 An employee may not be directed under subclause 120.26 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 120.26 in the past six months and the application was not approved. The manager/supervisor and the employee may agree to vary an annual leave usage plan.

120.29 The ACTPS is committed to the concept of work and life balance. As such when an employee is on annual leave, or has had annual leave approved for a period, the employee will not be required to work, or be rostered to work from the conclusion of the shift prior to the commencement of their leave until the commencement of their next rostered shift following the period of leave, including on-call or close-call, unless the employee is formally recalled to duty in exceptional circumstances.

120.30 Before recalling the employee to duty from a period of approved annual leave, the head of service must demonstrate that they have taken all reasonable steps to ensure that this recall to duty is unavoidable.

Rate of Payment

120.31 Annual leave will be granted with pay.

120.32 Payment for the annual leave will be based on the employee's ordinary hourly rate of pay, including allowances that count for all purposes, for the time the leave is taken. If an employee is being paid Higher Duties allowance before going on leave and would have continued to receive higher duties allowance had they not taken leave then the employee is entitled to payment of HDA during the leave.

120.33 Annual leave may be granted at half pay with credits to be deducted on the same basis.

Effect on Other Entitlements

120.34 Annual leave will count as service for all purposes.

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

Access to Other Leave Entitlements

120.36 If personal leave is granted to the employee annual leave will be re-credited for the period of paid personal leave granted.

120.37 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.

120.38 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.

121. PAYMENT IN LIEU OF ANNUAL LEAVE

121.1 An employee may cash out their annual leave credit subject to the following:

- (a) the employee providing the head of service with a written election to do so;
- (b) the head of service authorising the election; and
- (c) the employee taking at least one week of annual leave in conjunction with this entitlement or the employee has taken at least one week of annual leave in the past six months; and
- (d) the cashing out will not result in a reduction in the balance of an employee's remaining annual leave credit below one year's accrued entitlement.

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

121.3 Employees will receive payment on separation from the ACTPS of any unused annual leave credit.

122. ANNUAL LEAVE LOADING

Eligibility

122.1 Employees who accrue annual leave under Clause 120 are entitled to an annual leave loading. Part time employees will be paid the amount of annual leave loading on a pro-rata basis.

Entitlement

122.2 Where an employee's entitlement is based on paragraph 122.6 (a) 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, or for part-time work, this maximum is applied on a pro-rata basis.

122.3 An employee whose employment ceases and who is entitled to payment instead 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

122.4 Annual leave loading accrued will be paid at such a time as the employee nominates, by making a written request to the head of service.

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

Rate of Payment

122.6 The amount of an employee's entitlement under subclause 122.1 will be based on whichever is the greater of the following:

- (a) Subject to subclause 122.2, **17.5% percent** of the employee's ordinary annual rate of pay on 1 January multiplied by the number of hours of annual leave accrued during the preceding calendar year (excluding shift penalties); **or**
- (b) **any shift penalties** that the employee would have received had the employee not been on approved annual leave.

123. PURCHASED LEAVE

Purpose

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

Eligibility

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

Entitlement

123.3 Employees, other than School Nurses, 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. The provisions for School Nurses are outlined in Schedule 4, of the agreement.

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

- 123.5 The application must specify the amount of leave to be purchased in whole weeks up to a maximum of 12 weeks, and the period over which the additional leave is to be acquitted.
- 123.6 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.
- 123.7 Approval to purchase additional leave will not be given where an employee has an annual leave balance of two and a half years' worth of annual leave credit or more, except where the employee intends to use all excess annual leave credit before taking purchased leave.
- 123.8 Once an employee commences participation in the scheme, the employee may only opt out of the scheme before the expiration of the agreed acquittal period where:
- (a) The employee can demonstrate, in writing, that exceptional circumstances exist, such as unforeseen financial hardship, and the head of service agrees; or
 - (b) The employee's employment with the ACTPS ceases before the expiration of the agreed acquittal period; or
 - (c) The employee proceeds on paid maternity or primary care giver leave.
- 123.9 If an employee transfers from one ACTPS Directorate to another ACTPS Directorate during the agreed acquittal period, the employee's continuation in the purchased leave scheme will be subject to the separate approval of the head of service of the gaining Directorate. Where such approval is not given, any money owing to the employee in respect of purchased leave not taken will be refunded to the employee as soon as practicable. Any shortfall in payments will be deducted from monies owing to the employee.

Evidence and Conditions

- 123.10 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on purchased leave.
- 123.11 An employee must make an application to the head of service to access their purchased leave entitlement.
- 123.12 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 116.2.
- 123.13 Approval by the head of service to grant purchased leave will be subject to the operational requirements of the workplace, the personal responsibilities of the employee and appropriate periods of notice.
- 123.14 A minimum of one week of purchased leave must be taken at any one time unless the remaining balance is less than one week or the relevant head of service is satisfied, on evidence presented, there are exceptional circumstances which warrant purchased leave being taken in shorter periods.
- 123.15 Purchased leave must be used within the agreed acquittal period, not exceeding twelve months from the date of commencement in the scheme. Purchased leave not taken within the agreed acquittal period will be forfeited and the value of the leave refunded to the employee at the end of the acquittal period.

Rate of Payment

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

- 123.17 Purchased leave will be paid for by a fortnightly deduction from the employee's pay over an agreed acquittal period not exceeding 12 months from the date the employee commences participation in the scheme.
- 123.18 Fortnightly deductions, from the employee's pay, will commence as soon as practicable following approval of the employee's application to participate in the purchased leave scheme. The deductions will be calculated on the employee's pay at the date of commencement of participation in the scheme, the amount of leave to be purchased and the agreed acquittal period.
- 123.19 Despite subclause 123.18, if the employee's pay changes during the acquittal period the employee may seek approval for the deduction to be recalculated.
- 123.20 Fortnightly tax deductions will be calculated on the employee's gross pay after the deduction has been made for purchased leave.
- 123.21 Subject to subclause 123.22, allowances in the nature of salary may be included in the calculation of purchased leave payments where:
- (a) the head of service and the employee agree any or all of these allowances are appropriate; and
 - (b) there is the likelihood the allowance will continue to be received over the duration of the acquittal period.
- 123.22 Disability allowances, which are paid according to the hours worked, cannot be included for the purposes of calculating purchased leave payments.

Effect on other Entitlements

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

Access to Other Leave Entitlements

- 123.27 Where an employee provides a certificate from a registered health professional operating within their scope of practice for a personal illness occurring during a period of absence on purchased leave, the employee will have the purchased leave re-credited for that period covered by the medical certificate, and substituted by personal leave.
- 123.28 An employee participating in the scheme who proceeds on paid maternity or primary care giver's leave will elect to, either:
- (a) exit the purchased leave scheme and have any money owing refunded; or
 - (b) subject to subclause 123.29 remain in the scheme and have salary deductions continue during the period of paid maternity or primary care giver's leave.
- 123.29 Purchased leave taken during an employee's absence on maternity or primary care giver's leave will not extend the employee's total period of maternity leave or primary care giver's leave.
- 123.30 An employee participating in the scheme who is in receipt of paid workers' compensation will have salary 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.

124. PUBLIC HOLIDAYS

Eligibility

124.1 Public holidays are available to employees other than casual employees.

Entitlement

124.2 Employees are entitled to be absent from duty on the following days:

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

124.3 Public Holidays set out in subclause 124.2 may be substituted in accordance with the provisions of the *Holidays Act 1958*.

Rate of Payment

124.4 A public holiday is granted with pay.

124.5 A part time employee whose regular part time hours do not fall on a public holiday will not be paid for that public holiday.

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

124.7 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

124.8 Subject to subclause 124.9, public holidays count as service for all purposes.

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

125. COMPASSIONATE LEAVE

Purpose

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

- (a) has a personal illness or injury that poses a serious threat to the person's life; or
- (b) dies.

Eligibility

125.2 Compassionate leave is available to all employees.

Entitlement

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

125.4 Compassionate leave is non-cumulative.

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

125.6 Employees are entitled to up to 2 (two) days of compassionate leave on each occasion of personal illness or injury of a member of the employee's immediate family or household that poses a serious threat to the person's life. The head of service may grant an additional period of paid or unpaid compassionate leave for this purpose.

Evidence and Conditions

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

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

125.9 The head of service may request evidence that would satisfy a reasonable person that an application for compassionate leave is for a purpose specified in subclause 125.1.

125.10 Once the employee has met the requirements of this clause, the head of service will approve an employee's application to access compassionate leave.

125.11 If the employee has not provided the evidence requested under subclause 125.9, a decision not to approve the leave may be taken in accordance with subclause 116.2.

Rate of Payment

125.12 Compassionate leave will be granted with pay, except for casual employees and except where it is granted without pay under subclause 125.5 or 125.6.

Effect on Other Entitlements

- 125.13 Compassionate leave with pay will count as service for all purposes.
- 125.14 Public Holidays for which the employee is entitled to payment that fall during periods of absence on paid compassionate leave will be paid as a normal public holiday and will not be considered an absence on compassionate leave.
- 125.15 Compassionate leave that is granted under subclause 125.5 is not deducted from an employee's personal leave balance.
- 125.16 Compassionate leave that is granted under subclause 125.6 is deducted from an employee's personal leave balance.

Access to Other Leave Entitlements

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

126. COMMUNITY SERVICE LEAVE

- 126.1 Community Service Leave is available to employees to allow them to be absent from the workplace to engage in the following three distinct types of community service activities;
- (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory (127); or
 - (b) a voluntary emergency management activity (128); or
 - (c) other recognised voluntary community service activity (129).

127. JURY SERVICE

Eligibility

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

Entitlement

- 127.2 Community service leave for jury service is non-cumulative.

Evidence and Conditions

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

Rate of Payment

- 127.5 Community service leave for jury service will be granted with pay to employees other than casual employees.
- 127.6 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

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

128. VOLUNTARY EMERGENCY MANAGEMENT

Eligibility

- 128.1 An employee who is a member of a relevant emergency service, including:
- (a) a State or Territory Emergency Service;
 - (b) a fire-fighting service;
 - (c) a search and rescue unit; or
 - (d) other volunteer service performing similar functions
- is eligible for community service leave for voluntary emergency management.
- 128.2 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

- 128.3 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.
- 128.4 Eligible employees, other than casual employees, are eligible for up to four days paid community service leave for voluntary emergency management per emergency.
- 128.5 Community service leave for voluntary emergency management is non-cumulative.

Evidence and Conditions

- 128.6 An employee should discuss their intention to be absent on paid or unpaid Community Service for voluntary emergency management with their manager/supervisor as soon as practicable, which may be at a time after the absence has started. The employee must advise the manager/supervisor of the period, or expected period, of the absence.
- 128.7 An employee must make an application to the head of service to access their paid community service leave for voluntary emergency management entitlement.
- 128.8 The employee must, if requested by the head of service, provide sufficient documentary evidence of the reason for the absence.
- 128.9 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.
- 128.10 Having considered the requirements of this clause the head of service may approve an employee's application to access paid community service leave for voluntary emergency management. A decision not to approve the leave will be taken in accordance with subclause 116.2.

Rate of Payment

- 128.11 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

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

Additional Leave

- 128.14 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.

129. VOLUNTARY COMMUNITY SERVICE

Eligibility

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

Entitlement

- 129.2 Employees, other than casual employees, are entitled to up to three days of paid leave for community service leave to engage in a recognised voluntary community service activity within a twelve month period.
- 129.3 Community service leave for voluntary community service is non-cumulative.
- 129.4 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

- 129.5 An employee should discuss their intention to be absent on community service leave for voluntary community service, as soon as practicable, with their manager/supervisor.
- 129.6 An employee must make an application to the head of service to access their community service leave for voluntary community service entitlement.
- 129.7 The head of service may request sufficient documentary evidence of the reason for the absence.
- 129.8 In considering an application from an employee for paid leave to engage in a voluntary community service activity, the head of service must consider whether:
- (a) the activity is a recognised voluntary activity; and
 - (b) the community organisation or project is an acceptable organisation or project as defined in the employee's Directorate's guidelines; and
 - (c) there is a risk the activity would place the employee in a real or perceived conflict of interest.
- 129.9 Leave for a voluntary community service activity must not be approved for activities which:
- (a) involve any payment in cash or kind for the duties performed by the employee; or
 - (b) replace work ordinarily undertaken by a paid worker; or
 - (c) are undertaken solely for direct personal benefit of the employee; or

- (d) place the employee in a conflict of interest situation; or
- (e) are primarily focussed on promoting particular religious or political views; or
- (f) involves work which does not have a community focus.

129.10 Having considered the requirements of this clause, the head of service may approve an application to access paid or unpaid community service leave for voluntary community service.

129.11 A decision not to approve the leave must be taken in accordance with subclause 116.2

Rate of Payment

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

Effect on Other Entitlements

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

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

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

Access to Other Leave Entitlements

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

130. MATERNITY LEAVE

Purpose

130.1 Maternity leave is available to pregnant employees to enable them to be absent from duty to:

- (a) support her own wellbeing and to care for and bond with a new born child; and
- (b) support the protection of the family and children under the *Human Rights Act 2004*; and
- (c) support the employee's right to continuity of service.

Eligibility

130.2 An employee who is pregnant is eligible to be absent on maternity leave.

130.3 An employee is eligible for maternity leave where termination of the pregnancy occurs within twenty weeks of the expected date of birth of the child. Where an employee's pregnancy terminates more than twenty weeks before the expected date of birth of the child any maternity leave which has been prospectively approved will be cancelled.

Eligibility – Paid Maternity Leave

130.4 An employee who is eligible for maternity leave and who has completed twelve months of continuous service, including recognised prior service, is eligible for paid maternity leave.

130.5 An employee who is eligible for maternity leave and who completes twelve months of service within the first eighteen weeks of maternity leave is eligible for paid maternity leave for the period between completing twelve months of service and the end of the first eighteen weeks of maternity leave.

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

Entitlement

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

130.8 Subject to subclause 130.4, an employee who is eligible for paid maternity leave is entitled to be paid for the first eighteen weeks of maternity leave, and this entitlement is in addition to the Federal paid parental leave scheme.

130.9 Maternity leave is non-cumulative.

130.10 Subject to subclauses 130.12 and 130.13, an employee who is eligible for maternity leave must absent herself from duty for a period commencing six weeks prior to the expected date of birth of the child and ending six weeks after the actual date of birth of the child.

130.11 An eligible employee's period of maternity leave will commence:

- (a) subject to subclause 130.12, six weeks prior to the expected date of birth of the child; or
- (b) on the birth of the child (including where this occurs earlier than six weeks prior to the expected date of birth of the child); or
- (c) on the date the pregnancy ends if that occurs within twenty weeks either side of the expected date of birth of the child; or
- (d) for all other eligible employees, on the first day of maternity leave.

130.12 An employee who produces medical evidence from a registered medical practitioner that she is fit for duty until a date less than six weeks prior to the expected date of birth of the child may continue to work up until a date recommended by the medical practitioner, subject to the approval of the head of service.

130.13 An employee who has given birth to a child and produces medical evidence from a registered medical practitioner that she is fit for duty from a date less than six weeks after the date of birth of the child may resume duty on a date recommended by the medical practitioner, subject to the approval of the head of service.

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

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

Evidence and Conditions

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

- 130.17 Maternity leave is deemed to be approved; however an employee must submit an application to the head of service for any period of maternity leave. Having considered the requirements of this clause the head of service will approve an employee's application to access maternity leave.
- 130.18 Prior to commencing maternity leave an employee will provide the head of service with evidence of her pregnancy and the expected date of birth from a registered health professional who is operating within their scope of practice.
- 130.19 As soon as possible after the birth of the child an employee will provide the head of service with evidence of the birth and the date of the birth. Such evidence may include a copy of the birth certificate or documents provided by a registered health professional who is operating within their scope of practice.

Rate of Payment

- 130.20 The rate of payment to be paid to the employee during a paid period of maternity leave is the same rate as would be paid if the employee was granted paid personal leave.
- 130.21 Despite subclause 130.20 where an employee varies their ordinary hours of work, either from part time to full time, from part time to different part time, or from full time to part time, during the twelve month period directly preceding maternity leave, the rate of payment for the paid component of their maternity leave, which will be capped at full time rates, will be calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the twelve month period immediately before the period of maternity leave commences.
- 130.22 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause 130.21.
- 130.23 Paid maternity leave may be taken in any combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to thirty six weeks at half pay.
- 130.24 The head of service may approve, subject to a medical certificate from a registered medical practitioner, an employee taking paid maternity leave in a non-continuous manner, provided any other form of paid leave will not be approved until the employee has used all of the employee's paid maternity leave entitlement.
- 130.25 A period of paid maternity leave does not extend the maximum fifty two week period of maternity leave available to an eligible employee.
- 130.26 An employee's period of absence on maternity leave between the paid period of maternity leave and the maximum fifty two week period of maternity leave will be without pay, unless other paid leave entitlements are accessed.

Effect on Other Entitlements

- 130.27 Maternity leave with pay will count as service for all purposes.
- 130.28 Any period of unpaid maternity leave taken by an employee during the period commencing six weeks prior to the expected date of birth of the child and ending six weeks after the actual date of birth of the child will count as service for all purposes.
- 130.29 Subject to subclause 130.26 any period of unpaid maternity leave taken by an employee will not count as service for any purpose but does not break continuity of service.
- 130.30 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on maternity leave will not be paid as a normal public holiday.

Access to Other Leave Entitlements

- 130.31 An application by an employee for long service leave or annual leave during a period that would otherwise be an unpaid period of maternity leave will be granted to the extent of available entitlements.
- 130.32 Subject to subclause 117.53, an application by an employee for personal leave during a period that would otherwise be an unpaid period of maternity leave will be granted subject to the employee providing a certificate from a registered health professional operating within their scope of practice to the extent of available entitlements.

Keep in Touch Arrangements

- 130.33 At any time after six weeks from the child's date of birth, an employee may agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.).
- 130.34 The employee will be paid at their ordinary hourly rate of pay for this time during unpaid maternity leave. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to maternity leave.
- 130.35 For the purpose of subclause 130.33, a medical certificate is not required.

131. SPECIAL MATERNITY LEAVE

Purpose

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

Note: If a pregnancy ends within twenty weeks of the expected date of birth of the child the employee may be entitled to paid or unpaid maternity leave as per subclauses 130.3 and 130.4.

Eligibility

- 131.2 Special maternity leave is available to all employees and eligible casual employees.

Entitlement

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

Evidence and Conditions

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

Rate of Payment

131.7 Special maternity leave is granted without pay.

Effect on Other Entitlements

131.8 Special maternity leave does not count as service for any purpose.

131.9 Special maternity leave does not break continuity of service.

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

Access to Other Leave Entitlements

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

131.12 Special maternity leave is in addition to compassionate leave.

132. PRIMARY CARE GIVER LEAVE

Purpose

132.1 Primary care giver leave is available to employees to enable them to be absent from duty to:

- (a) care for and bond with a newborn, adopted or foster child, or a child for whom the employee has enduring parental responsibility due to a care and protection order; and
- (b) support the protection of the family and children under the *Human Rights Act 2004*.

Eligibility

132.2 Primary care giver leave is available to employees other than casual employees who are the primary care giver of a newborn, adopted or foster child, or a child for whom the employee has enduring parental responsibility due to a care and protection order.

132.3 An employee who has completed at least twelve months continuous service, including recognised prior service, is eligible for primary care giver leave.

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

132.5 An employee who completes twelve months of qualifying service within eighteen weeks of becoming the primary care giver for a child is eligible for primary care giver leave for the period between completing twelve months of qualifying service and the end of the first eighteen weeks of becoming the primary care giver of the child.

Entitlement

132.6 An eligible employee is entitled to eighteen weeks of paid leave in relation to each birth and this entitlement is in addition to the Federal paid parental leave scheme. To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or care and protection orders that apply to more than one child.

132.7 Primary care giver leave is non-cumulative.

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

Evidence and Conditions

- 132.9 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on primary care giver leave.
- 132.10 An employee must make an application to the head of service to access their primary care giver leave.
- 132.11 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:
- (a) a certificate from a registered health professional operating within their scope of practice relating to the expected date of birth of a child; or
 - (b) a birth certificate.
- 132.12 In all cases details of leave being taken by the employee's domestic partner must be provided.
- 132.13 Before granting primary care giver leave, the head of service must be satisfied that the employee demonstrates that they are the primary care giver.
- Example 1: The primary care giver may be the father of the newborn child.
- Example 2: The primary care giver may be the domestic partner of the newborn child's mother.
- 132.14 For the purposes of this clause a newborn is considered to be a baby of up to fourteen weeks old. In extenuating circumstances, the head of service may approve primary care giver leave when a newborn is more than fourteen weeks old.
- 132.15 Having considered the requirements of this clause the head of service will approve an employee's application to access primary care giver leave.
- 132.16 The total combined entitlement under this clause and the maternity leave clause, and equivalent clauses in any other ACTPS Enterprise Agreement, is eighteen weeks of paid leave in relation to the birth.
- 132.17 Primary care giver leave may be taken in any combination with maternity leave provided that the mother and the other employee entitled to primary care giver leave do not take these forms of paid leave concurrently.

Rate of Payment

- 132.18 Primary care giver leave will be granted with pay.
- 132.19 The rate of payment to be paid to the employee during a paid period of primary care giver leave is the same rate as would be paid if the employee was granted personal leave.
- 132.20 Despite subclause 132.19 where an employee varies their ordinary hours of work, either from part time to full time, from part time to different part time, or from full time to part time, during the twelve month period directly preceding maternity leave, the rate of payment for the paid component of their maternity leave, which will be capped at full time rates, will be calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the twelve month period immediately before the period of maternity leave commenced.
- 132.21 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause 132.20.
- 132.22 Primary care giver leave may be granted in any combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to thirty six weeks at half pay.

Effect on Other Entitlements

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

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

Access to Other Leave Entitlements

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

Keep in Touch Arrangements

132.26 An employee on primary care giver leave may agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.).

132.27 The employee will be paid at their ordinary hourly rate of pay for this time during unpaid primary care giver leave. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to primary care giver leave.

133. PARENTAL LEAVE

Purpose

133.1 Parental leave without pay is in addition to the provisions available in maternity and primary care leave and adoption of permanent caregiver leaver 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 permanent caring arrangement for a child.

Eligibility

133.2 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 or commencement of permanent caring arrangement for a child.

Entitlement

133.3 An employee is entitled to up to two years of parental leave following the child's birth, adoption or commencement of a permanent caring arrangement, less any period of maternity leave, primary care giver leave or adoption or permanent care leave which the employee has taken in relation to the same child. 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. At the end of this time the employee is entitled to return to work in accordance with the provisions in the National Employment Standards of the FW Act.

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

Evidence and Conditions

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

133.6 An employee must make an application to the head of service to access their unpaid parental leave entitlement.

- 133.7 Having considered the requirements of this clause the head of service will approve an employee's application to access parental leave.
- 133.8 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:
- (a) a birth certificate; or
 - (b) documents from an adoption authority concerning the adoption of a child; or
 - (c) documents relating to a permanent caring arrangement.
- 133.9 The head of service will not grant parental leave if the employee's domestic partner is on parental leave and is an employee of the ACTPS.

Rate of Payment

- 133.10 Parental leave will be granted without pay.

Effect on Other Entitlements

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

Access to Other Leave Entitlements

- 133.14 An employee on parental leave may access annual and long service leave on full or half pay to the extent of available entitlements.
- 133.15 An application by an employee for personal leave during a period that would otherwise be a period of parental leave will be granted subject to the employee providing a certificate from a registered health professional operating within their scope of practice.

Keep in Touch Arrangements

- 133.16 An employee may agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.), less any Keep in Touch time approved during maternity or primary caregiver leave as per subclauses 130.33 or 132.26.
- 133.17 The employee will be paid at their ordinary hourly rate of pay for this time. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to parental leave.

134. BONDING LEAVE

Purpose

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

Eligibility

- 134.2 Bonding leave is available to employees other than casual employees at the time of the child's birth, adoption, or the commencement of a permanent caring arrangement when the employee is not the primary care giver to the child.
- 134.3 An employee who is eligible for paid maternity leave adoption or permanent care leave or primary care giver leave is not entitled to bonding leave. If, however, bonding leave has been taken by the employee, and the employee later becomes entitled to primary care giver's leave due to unforeseen circumstances, the head of service may agree to convert the bonding leave and personal leave taken in accordance with this clause to primary care giver's leave.

Entitlement

- 134.4 Under this clause, an employee is entitled to be absent on paid leave for a maximum of two weeks (ten working days) at, or near, the time of the birth, adoption or commencement of the permanent caring arrangement. 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. The maximum absence may be increased by a further five days of personal leave for bonding purposes as per subclause 117.44.
- 134.5 In accordance with the NES, an eligible employee is entitled to be absent for up to a maximum of eight weeks of concurrent unpaid bonding leave in the first twelve months following the birth or adoption or commencement of another permanent caring arrangement for a child, subject to a minimum period of two weeks at a time unless a shorter period is agreed by the head of service.
- 134.6 The entitlement under subclause 134.5 will be reduced by the extent of the entitlement accessed by an employee under subclause 134.4.
- 134.7 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.
- 134.8 Bonding leave is non-cumulative.
- 134.9 Paid bonding leave must be taken as a single ten day block. The five days of personal leave accessed as per subclause 117.44 may be taken at any time up to fourteen weeks from the date of the birth, adoption or care and protection order.
- 134.10 Where an employee's domestic partner is also an ACTPS employee this leave may be taken concurrently with the domestic partner receiving maternity leave, adoption or permanent care leave or primary caregiver leave.

Evidence and Conditions

- 134.11 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on bonding leave.
- 134.12 Bonding leave will be approved subject only to the head of service being satisfied that the eligibility requirements have been met; however an employee must submit an application to the head of service for any period of bonding leave.
- 134.13 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:
- (a) a medical certificate relating to the expected date of birth of a child; or
 - (b) a birth certificate; or
 - (c) documents from an adoption authority concerning the proposed adoption of a child; or

- (d) documents relating to a permanent caring arrangement until the child reaches the age of eighteen.

134.14 Unless the head of service determines that exceptional circumstances apply bonding leave will not be approved to care for:

- (a) a baby over the age of fourteen weeks not applicable in cases of adoption or permanent caring arrangements); or
- (b) an adopted child who is the subject of a permanent caring arrangement –over the age of eighteen on the day of placement.

Rate of Payment

134.15 Bonding leave will be granted with or without pay.

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

Effect on Other Entitlements

134.17 Paid bonding leave will count as service for all purposes, and unpaid bonding leave will not count as service for any purpose but will not break continuity of service.

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

135. GRANDPARENTAL LEAVE

Purpose

135.1 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

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

135.3 To be eligible for grandparental leave, the baby or child which the employee is providing care for must be:

- (a) their grandchild; or
- (b) their step-grandchild; or
- (c) their adopted grandchild; or
- (d) a child for whom the employee's child has parental or caring responsibility authorised under a law of a State or Territory.

Entitlement

135.4 An eligible employee may be granted up to fifty two weeks of grandparental leave, in relation to each grandchild under care. This leave may be taken over a period not exceeding five years.

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

135.6 Grandparental leave is non-cumulative.

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

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

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

Example 3: A larger block of leave such as six or twelve months.

135.8 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 135.4.

Evidence and Conditions

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

135.10 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.

135.11 Having considered the requirements of this clause the head of service may approve an employee's application to access grandparental leave. A decision not to approve the leave will be taken in accordance with subclause 116.2.

135.12 The head of service should not approve an application for grandparental leave where an employee has an annual leave balance in excess of eight weeks.

135.13 An application for grandparental leave must include evidence in the form of:

- (a) a statutory declaration or a medical certificate confirming the birth or the expected date of the birth of the grandchild; or
- (b) the grandchild's adoption certificate or a statutory declaration confirming the adoption of the grandchild; or
- (c) a letter or a statutory declaration confirming that there is an authorised care situation.

135.14 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

135.15 Grandparental leave will be granted without pay.

Effect on Other Entitlements

135.16 Employees cannot engage in outside employment during a period of grandparental leave without the prior approval of the head of service.

135.17 Grandparental leave will count as service for all purposes except the accrual of annual leave and personal leave.

135.18 Grandparental leave will not break continuity of service.

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

Access to Other Leave Entitlements

135.20 An employee on grandparental leave may access annual leave, purchased leave or long service leave.

135.21 An application by an employee for personal leave during a period that would otherwise be grandparental leave will be granted subject to the employee providing a certificate from a registered health professional who is operating within their scope of practice.

Unattachment

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

136. ADOPTION OR PERMANENT CARE LEAVE

Purpose

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

Eligibility

- 136.2 Paid Adoption or Permanent Care leave is available to employees other than casual employees who are the primary care giver of an adopted child or a child for whom the employee has a permanent caring responsibility until the child turns eighteen.
- 136.3 An employee who has completed at least twelve months continuous service, including recognised prior service, is eligible for Adoption or Permanent Care leave.
- 136.4 An employee who is eligible for paid Primary Care Giver leave is not eligible for Adoption or Permanent Care leave.
- 136.5 An employee who completes twelve months of qualifying service within eighteen weeks of becoming the primary care giver for an adopted child or a child for whom the employee has a permanent caring responsibility is eligible for Adoption or Permanent Care leave for the period between completing twelve months of qualifying service and the end of the first eighteen weeks of becoming the primary care giver of the child.

Entitlement

- 136.6 An eligible employee is entitled to eighteen weeks of paid leave in relation to each occasion of adoption or commencement of a permanent caring responsibility.
- 136.7 A casual employee is entitled to unpaid pre-adoption leave in accordance with the provisions of the National Employment Standards.
- 136.8 To avoid doubt, the entitlement under subclause 136.6 does not increase when the adoption or permanent caring responsibility involves more than one child at the time of application.
- 136.9 Adoption and Permanent Care leave is non-cumulative.
- 136.10 An employee is entitled to return to work in accordance with the provisions in the National Employment Standards.

Evidence and Conditions

- 136.11 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on Adoption or Permanent Carer leave.
- 136.12 An employee must make an application to the head of service to access their Adoption or Permanent Care leave.
- 136.13 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which the Adoption or Permanent Care leave application is made, which may include:
- a) documents from an adoption authority concerning the adoption; or
 - b) an authorisation as a kinship carer made under the *Children and Young Peoples Act 2008*.
- 136.14 In all cases details of leave being taken by the employee's domestic partner must be provided.
- 136.15 Leave under this clause will not be approved for employees in circumstances where the child has lived continuously with the employee for a period of six months or more at the date of placement or in cases where the child is a child of the employee or employee's spouse or de facto partner.
- 136.16 Before granting leave the head of service must be satisfied that the employee demonstrates that they are the primary care giver.
- Example 1: The primary care giver may be the adoptive mother or father of the child.
- Example 2: The primary care giver may be authorised as a permanent kinship carer in the initial six months of the child's placement with them.
- 136.17 Adoption or Permanent Care leave may commence up to one week prior to the date the employee assumes permanent caring responsibility for the child but not later than the formal commencement of the adoption or permanent caring responsibility.
- 136.18 In all cases, the child (ren) must be under the age of eighteen at the date the employee assumes permanent responsibility for the child for leave to be approved.

Rate of Payment

- 136.19 Adoption or Permanent Care leave will be granted with pay, except for unpaid pre-adoption leave for casual employees.
- 136.20 The rate of payment to be paid to the employee during a paid period of Adoption or Permanent Care leave is the same rate as would be paid if the employee was granted personal leave.
- 136.21 Despite subclause 136.20, where an employee varies their ordinary hours of work, either from part time to full time, from part time to different part time, or from full time to part time, during the twelve month period directly preceding adoption or permanent caring leave, the rate of payment for the paid component of their adoption or permanent care leave will be calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the twelve month period immediately before the period of adoption or permanent care leave commences.
- 136.22 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause 136.21.
- 136.23 Leave may be granted in any combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to thirty six weeks at half pay.

Effect on Other Entitlements

136.24 Paid Adoption or Permanent Care leave will count as service for all purposes.

136.25 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on Adoption or Permanent Care leave will not be paid as a normal public holiday.

Access to Other Leave Entitlements

136.26 Adoption or Permanent Care leave does not extend the maximum period of unpaid parental leave available to an employee.

137. FOSTER AND SHORT TERM CARE LEAVE

Purpose

137.1 Foster and Short Term Care leave is available to employees to enable them to be absent from duty to:

- a) care for a child in an emergency or other short term out of home care placement , including kinship arrangements, that has not been determined to be permanent; and
- b) support the protection of the family and children under the *Human Rights Act 2004* and the *Children and Young People Act 2008*.

Eligibility

137.2 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.

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

Entitlement

137.4 An eligible employee will be entitled to a period of paid leave proportionate to the duration of the caring arrangement per application and up to a maximum of ten working days/shifts per calendar year.

Example 1: An emergency care placement of 48 hours will entitle an employee to up to two days/shifts of leave.

Example 2: A short term care placement of up to two years' duration will entitle an employee to up to ten working days/shifts of leave.

137.5 Where the duration of the existing arrangement is subsequently altered, for example, a change from an emergency placement to a short term placement, the employee may, subject to further application and approval, have their leave extended up to a maximum period of ten working days/shifts.

137.6 An eligible employee will be entitled to paid leave as per subclause 137.4 to undertake accreditation towards an enduring parental authority to care for the child(ren) to whom the current short term caring arrangement applies.

137.7 The entitlement under subclause 137.4 does not increase when the short term caring arrangement involves more than one child at the time of application.

137.8 Foster and Short Term Care leave is non-cumulative.

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

Evidence and Conditions

137.10 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on Foster and Short Term Care leave.

137.11 An employee must make an application, as soon as practicable, to the head of service to access their Foster and Short Term Care leave.

137.12 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:

- a) documents relating to current and previous court orders granting responsibility for a foster child; or
- b) documents from a registered health professional or registered medical professional.

Rate of Payment

137.13 Foster and Short Term Care leave will be granted with pay or without pay.

137.14 The rate of payment during absence on a period of paid Foster and Short Term Care leave is the same rate as would be paid if the employee was granted personal leave.

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

Effect on Other Entitlements

137.16 Paid Foster and Short Term Care leave will count as service for all purposes and unpaid Foster and Short Term Care leave will not count as service for any purposes but will not break continuity of service.

137.17 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid Foster and Short Term Care leave will be paid as a normal public holiday and will not be considered to be Foster and Short Term Care leave.

Access to Other Leave Entitlements

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

138. LEAVE FOR DOMESTIC VIOLENCE PURPOSES

Purpose

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

138.2 Domestic violence is defined in the Dictionary.

Eligibility

138.3 Leave for domestic violence purposes is available to all employees with the exception of casual employees.

138.4 Casual employees are entitled to access leave without pay for domestic violence purposes.

Entitlement

138.5 An employee experiencing domestic violence will have access up to a maximum of 20 days/shifts per calendar year paid leave, subject to the provision of appropriate evidence. Leave for domestic violence purposes is non-accumulative.

138.6 Leave for domestic violence purposes is in addition to other leave entitlements and is not to be used as a substitute for personal leave. However where supporting evidence is not immediately available the head of service will grant paid leave under Clause 118 of this Agreement (Personal Leave in Extraordinary and Unforeseen Circumstances) subject to available credit. If the employee subsequently produces supporting evidence, the personal leave will be re-credited and the leave taken will be converted to leave for domestic violence purposes.

138.7 Leave for domestic violence purposes is to be used to:

- attend appropriate medical appointments for referral to other appropriate counselling or support services;
- obtain legal advice;
- attend counselling appointments;
- seek assistance from other relevant support services;
- attend court proceedings;
- attend prosecution appointments;
- attend police appointments,

or to access:

- alternative accommodation;
- alternative childcare or schooling for children,

the need for which is a consequence of domestic violence occurring.

138.8 Leave for domestic violence purposes may be taken as consecutive or single days, or as part days.

138.9 For confidentiality and privacy reasons leave for domestic violence purposes will be attributed as coming under "where leave cannot be granted under any other provision" which is included and identified within "Other Leave Types" in Schedule 10 of this Agreement.

Evidence and Conditions

138.10 Employees wishing to access leave for domestic violence purposes should discuss making an application with their manager/supervisor or an appropriate HR Manager as soon as reasonably practical.

138.11 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.

138.12 Evidence of the occurrence of domestic violence will be required to access leave for domestic violence purposes.

138.13 Evidence may include:

- a document issued by the Police;
- a written referral, issued by a registered medical practitioner or registered nurse, to a counsellor trained in providing support in domestic violence situations;
- a document issued by a Court, or a counsellor trained in providing support to people experiencing the effects of domestic violence;
- written confirmation from an Employee Assistance Program provider or from a domestic violence support service that the employee is experiencing domestic violence issues.

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

Rate of Payment

138.15 Leave for domestic violence purposes is granted with pay. Casual employees are entitled to access leave without pay for domestic violence purposes.

138.16 Leave for domestic violence purposes will not be granted at half pay, unless there are extenuating circumstances.

Effect on Other Entitlements

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

Access to Other Leave Entitlements

138.18 Where leave for domestic violence purposes credits have been exhausted the head of service may grant an employee leave without pay or other forms of paid leave, such as annual leave or long service leave.

138.19 Employees should utilise personal leave for an illness or injury, or to seek treatment for an illness or injury, caused by domestic violence.

138.20 Leave entitlements under Clause 118 of this Agreement (Personal Leave in Extraordinary and Unforeseen Circumstances) may be used by an employee who is seeking leave to support a person who is experiencing domestic violence.

Further Consideration

138.21 The head of service and unions covered by the Agreement, agree to examine options to deal with the work-related consequences for employees who are victims of sexual assault in instances that occur outside the confines of a domestic relationship. Consultation with subject matter experts and interested stakeholder(s) will be undertaken with a view to developing an ACTPS-wide policy that may provide for additional entitlements for ACTPS employees in such circumstances. The Chief Minister and Treasury Directorate will commence this work in consultation with ACTPS workplace unions not later than six months from the commencement of this agreement.

139. OTHER LEAVE

Purpose

139.1 Other leave is available to employees to enable them to be absent from duty for a variety of purposes.

139.2 Other leave may be granted in the interests of:

- (a) the ACTPS, a State, a Territory or the Commonwealth; or
- (b) the community in general; or
- (c) the employee.

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

Eligibility

139.3 An employee who meets the eligibility requirements specified in Schedule 10 is eligible to apply for that form of other leave.

Entitlement

139.4 An employee may be granted other leave to the maximum period set out in Schedule 10.

Evidence and Conditions

139.5 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on a form of other leave, including the reasons for the absence and the period, or expected period, of the absence.

139.6 An employee must make an application to the head of service to access a form of other leave.

139.7 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 116.2.

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

139.9 When considering requests for other leave, the head of service will take into account:

- (a) the employee's circumstances;
- (b) community norms and obligations;
- (c) the operational requirements of the workplace;
- (d) other available leave options;
- (e) any conditions on the entitlement as defined in Schedule 10.

Rate of Payment

139.10 Other leave may be granted with or without pay in accordance with Schedule 10.

Effect on Other Entitlements

139.11 A period of other leave will count as service in accordance with Schedule 10.

139.12 Public holidays for which the employee is entitled to payment that fall during periods of absence on other paid leave will be paid as a normal public holiday and will not reduce an entitlement of the employee to other leave under Schedule 10.

Access to Other Leave Entitlements

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

Unattachment

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

140. LONG SERVICE LEAVE

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

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

140.3 Where an employee whose period of employment is less than seven years but not less than one year:

- (a) ceases to be an employee, otherwise than because of the employee's death, on, or after, the employee attaining the minimum retiring age; or
- (b) ceases to be an employee because of the employee's redundancy; or
- (c) ceases to be an employee and 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 subsection in accordance with part 4.3 of the *PSM Standards*.

140.4 Employees will receive payment on separation of any pro-rata entitlements after seven years' eligible service.

140.5 If an employee whose period of employment is not less than one year dies, the head of service may authorise payment to a dependant of the employee of an amount equal to, or payments to two or more dependants of the employee of amounts aggregating, the amount that would have been payable to the employee under Part 4.3 of the *PSM Standards* if the employee had, on the day the employee died, ceased to be an employee otherwise than because of death, on or after, the employee attaining the minimum retiring age.

140.6 To encourage the flexible use of long service leave:

- a) employees may be granted leave in blocks of not less than seven days/shifts if the employees so request; and
- b) long service leave may be taken on double, full or half pay when approved by the head of service and subject to operational requirements, with credits to be deducted on the same basis; or
- c) having considered his or her work-life balance, an employee may, in writing, request the approval of the head of service to the partial or full payment in lieu of up to their accrued leave credit. The payment in lieu will be based on the rate of pay the employee would have received had the employee taken the leave at the time the application was made. If the employee is on higher duties, payment at the higher duties rate will only be approved if the higher duties would have continued for an equivalent period of leave.

141. OPERATIONAL SERVICE LEAVE

Interpretation

In this clause:

operational service has the same meaning as in the *Veterans' Entitlement Act 1986 (Commonwealth)*.

war-caused injuries or diseases has the same meaning as in the *Veterans' Entitlement Act 1986* (Commonwealth).

Purpose

141.1 Operational service personal leave enables 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

141.2 An officer or employee, other than a casual employee, who has rendered operational service is eligible for operational service personal leave.

Entitlement

141.3 Operational service personal leave is cumulative and is additional to personal leave entitlements contained in Clause 117 (Personal Leave).

Officers

141.4 On appointment, an eligible officer is entitled to nine weeks' operational service personal leave.

141.5 An eligible officer is entitled to receive an additional credit of three weeks' operational service personal leave:

- (a) 12 months after the date of appointment; and
- (b) 24 months after the date of appointment; and
- (c) 36 months after the date of appointment.

141.6 The maximum operational service personal leave balance that an eligible officer may have is eighteen weeks.

Employees other than Officers

141.7 On engagement, an eligible employee is entitled to nine days' operational service personal leave.

141.8 An eligible employee is entitled to receive an additional credit of three days' operational service personal leave:

- (a) 12 months after the date of appointment; and
- (b) 24 months after the date of appointment; and
- (c) 36 months after the date of appointment.

141.9 The maximum operational service personal leave balance that an eligible employee may have is eighteen days.

141.10 Where operational service personal leave credits have been exhausted, the head of service may grant an employee a period of unpaid operational service personal leave.

Evidence and Conditions

141.11 An eligible officer or employee should discuss with their manager/supervisor, as soon as practicable, their absence or intention to be absent on operational service personal leave.

141.12 An eligible officer or employee must make an application to the relevant head of service to access their operational service personal leave entitlement.

141.13 Having considered the requirements of this clause the relevant 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 116.2

141.14 Operational service personal leave may be granted by the relevant head of service:

- (a) to cover absences resulting from war-caused injury or diseases; and
- (b) following a written request from an eligible officer or employee, which must include documentary evidence that the absence is due to the war-caused injury or disease, including evidence that the injury or disease is a the war-caused injury or disease in accordance with the requirements of the *Veterans' Entitlement Act 1986 (Commonwealth)*.

Rate of Payment

141.15 Operational service personal leave will be granted with pay except where it is granted without pay under subclause 141.10

Effect on Other Entitlements

141.16 Operational service personal leave with pay will count as service for all purposes.

141.17 Operational service personal leave without pay will not count as service.

142. LEAVE PLANNING, APPLICATIONS AND APPROVALS

142.1 This clause specifies the guidelines for applying for **annual leave, purchased leave, long service leave**, and **planned leave without pay**, to ensure that proper leave planning will occur, and that staff are advised within a reasonable time of decisions on the granting of leave. These provisions are intended to ensure that:

- a) There is equitable access to leave for all staff;
- b) That there is due consideration given to operational needs in planning leave; and
- c) Staff are encouraged to take leave and have reasonable breaks from work.

142.2 An employee may apply for leave at any time, but no more than 12 months in advance of the proposed commencement date

142.3 Except in extenuating circumstances, all leave applications will need to be submitted at least 3 months before the intended date of commencement.

142.4 An employee will be advised of the delegate's decision within 4 weeks of making an application.

142.5 Criteria to guide employees and managers in the allocation and scheduling of leave are at Schedule 6 (Guidelines for Allocating and Scheduling Annual Leave) of this Agreement.

142.6 The head of service is not limited to granting leave in accordance with subclauses 142.5, where a change in circumstances arises which would permit an employee who has been refused leave being permitted to take leave.

142.7 Unless an employee has made an application for annual leave in accordance with this clause, the employee will not be entitled to claim payment for reimbursement under Clause 112 (Vacation Childcare Subsidy) of this Agreement.

142.8 The operation of this clause will be reviewed during the life of the Agreement.

Section N – Learning and Development

143. LEARNING AND DEVELOPMENT ARRANGEMENTS

- 143.1 The ACTPS is committed to attracting and retaining skilled employees able to deliver high-quality outcomes for the Government and for the Canberra community.
- 143.2 The ACTPS, employees and employee representatives are committed to quality learning and development for employees as provided for in the ACTPS Learning and Development Framework.
- 143.3 In order to effectively implement this Framework, the following arrangements have been agreed:
- (a) employees will be consulted through the Directorate Consultative Committee on the development and finalisation of Learning and Development Plans, as required under the Learning and Development Framework;
 - (b) the ACTPS, employees and employee representatives will agree annually on the key Learning and Development priorities required under the Framework and an equitable use of resources to address these priorities; and
 - (c) the ACTPS, employees and employee representatives will agree on learning and development strategies appropriate for the different categories of employees within the Directorate.
- 143.4 For the purposes of this clause, resources includes but is not limited to:
- (a) employees;
 - (b) time;
 - (c) funding (where required); and
 - (d) equipment.

144. PROFESSIONAL DEVELOPMENT LEAVE

- 144.1 A permanent employee will be entitled to 24 hours Professional Development Leave per annum (and pro-rata for part-time employees).
- 144.2 Professional Development Leave may accrue to a maximum of 48 hours over a two-year period.

145. PROGRAMMED PROFESSIONAL DEVELOPMENT TIME

- 145.1 The ACTPS will support professional development by providing **16 hours per annum** for every employee (and pro-rata for part-time employees) to receive training and assessment, to maintain and develop the employee's professional skills, competency, and practice standards.
- 145.2 Programmed professional development time will be provided, on the job, on the basis of organisational needs and the employee's personal learning and development objectives that are guided by their performance management plans and their individual learning plans.

146. STUDIES ASSISTANCE AND OTHER PROFESSIONAL DEVELOPMENT OPPORTUNITIES

- 146.1 Study assistance scholarships and other professional development opportunities are available to employees on the basis of the priorities of the ACTPS in relation to the provision of services, and the priorities of the employees, on the basis of their personal learning and development objectives under their individual learning and development and performance management plans.

Nursing Scholarship Schemes

146.2 Employees may access the Government-funded nursing scholarship schemes administered by the Health Directorate. Employees who wish to engage in a course of study not covered by the scholarship schemes may be assisted by the ACTPS. The Directorate may decide to reimburse such employees for some or all of their course fees.

Study Assistance Scheme

146.3 All permanent employees of the ACTPS and those on temporary employment contracts of 12 months or longer, are eligible to apply for assistance under the Study Assistance scheme.

146.4 Employees may access the Study Assistance scheme. The aim of Study Assistance is to encourage and enable staff to access programs of study and is a suitable strategy for staff to meet their training and development needs. Study Assistance assists employees to undertake external study by providing discretionary access to paid study leave.

146.5 Study Assistance is not an entitlement and will be granted at the discretion of the applicant's manager/supervisor. Employees seeking Study Assistance support will need to discuss this with their manager/supervisor to determine whether their course of study needs to be reflected in their performance agreement and development plan.

Conference Attendance

146.6 An employee who is not in receipt of Study Assistance or alternative studies assistance may be assisted in their professional development through attendance at relevant external conferences and seminars, in accordance with the guidelines set out below:

- (a) in any year, this assistance will be limited to one conference or seminar which the employee and the manager/supervisor agree will be of most assistance in developing knowledge and skills directly related to the employee's employment, or to meet the objectives of the employee's personal development plan and/or performance management agreement.
- (b) in these circumstances, the employee will be allowed to be absent from duty on such days as the employee would have been rostered for duty, but for the employee's attendance at the approved conference or seminar.
- (c) the manager/supervisor will record all absences for this purpose on the roster system. All absences from duty for this purpose must be recorded.
- (d) for other conferences and seminars the employee may wish to attend, the head of service, at their discretion, may grant such annual leave or leave without pay, or make a change to a roster, as may assist the employee to attend the conference or seminar. The degree of assistance provided will be proportionate to the relevance of the conference or seminar to the employee's employment.

In-Service Education Program

146.7 A program based on current needs is developed by the Staff Development Unit each year, on the basis of an annual educational needs assessment. Managers/supervisors are responsible for making such arrangements as may be required to ensure that employees may attend relevant professional development, education and training provided through the Training Management System.

Team Leader Training

146.8 Registered Nurses/Registered Midwives Level 1 will be provided with opportunities for training to perform the role of Team Leader. Employees will be afforded fair and equitable access to opportunities to obtain practical experience in this role.

147. SABBATICAL LEAVE

- 147.1 Sabbatical leave is available to up to 12 employees each year. The leave is open to all permanent employees after 2 (two) years of continuous service with the ACTPS who have made substantial progress towards the attainment of a higher-level degree (e.g. Masters or PhD).
- 147.2 The employee will be granted sabbatical leave in addition to study bank and professional development leave; it is not intended to replace all other study leave.
- 147.3 The applicant must demonstrate that the degree is relevant to the work area and demonstrate successful progression towards completion, before leave is granted.
- 147.4 The leave will consist of 6 (six) weeks fully paid (pro-rata for part-time employees) and may be taken over 12 weeks at half pay.
- 147.5 Approval must be gained from the Delegate at least 12 months before the period of absence.
- 147.6 Sabbatical leave accruals will not be paid out on termination of employment.
- 147.7 There is an expectation that the course will be completed in the relevant time frame.

Section O – Workplace Values and Behaviours

148. INTRODUCTION

- 148.1 Except where otherwise noted, this Section applies to officers, temporary employees engaged for over six months and “eligible casual employees” as defined within the dictionary. The Section does not apply to “casual employees” as defined within the dictionary, or employees on probation unless expressly stated.
- 148.2 Managers/supervisors and employees have a common interest in ensuring that workplace behaviours are consistent with, and apply the values and general principles set out in section 9 of the *PSM Act 1994* and the ACT Public Service Code of Conduct and Signature Behaviours. This involves the development of an ethical and safe workplace in which managers/supervisors and employees act responsibly and are accountable for their actions and decisions.
- 148.3 The following provisions of Section O contain procedures for managing workplace behaviours that do not meet expected standards, including the management of cases of unsatisfactory work performance and misconduct.
- 148.4 These procedures for managing workplace behaviours and values must be applied in accordance with the principles of natural justice and procedural fairness, and in a manner that promotes the values and general principles of the ACTPS set out in section 9 of the *PSM Act 1994*.
- 148.5 Any misconduct, underperformance, internal review or appeal process commenced 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.

149. PRELIMINARY ASSESSMENT

- 149.1 In cases where an allegation of inappropriate behaviour is made, the manager/supervisor will initiate a preliminary assessment process to determine whether further action is required. The manager/supervisor may inform and/or seek the assistance of an appropriate Human Resources Manager.
- 149.2 Following this process if the manager/supervisor determines that the allegations:
- (a) require no further action, then no further action needs to be taken;
 - (b) can be resolved through counselling, other remedial action, or assistance to the employee then the manager/supervisor will implement such action;
 - (c) are better resolved through Internal Review procedures set out in this Agreement or appropriate external mechanisms the manager/supervisor will refer the matter accordingly;
 - (d) relate to underperformance processes the manager/supervisor will commence an underperformance process where this is warranted;
 - (e) require investigation the manager/supervisor will recommend to the head of service that the matter be investigated;
 - (f) may be vexatious or knowingly false, the manager/supervisor will consider whether further action needs to be taken in relation to the person who made the allegations.

- 149.3 The manager/supervisor will inform the employee where a preliminary assessment process is commenced under subclause 149.1 if it is appropriate to do so.
- 149.4 In performing the preliminary assessment the head of service may authorise access to ACTPS information and communication technology (ICT) records including email, computer, work phone records, or building access logs if, in the opinion of the head of service, access is necessary to determine whether further action is necessary.

150. COUNSELLING

- 150.1 Counselling may happen outside of the misconduct and underperformance processes. All parties have an obligation to participate in counselling in good faith.
- 150.2 In cases where counselling is considered to be appropriate, the employee will be invited to have a support person, who may be the employee's union or other employee representative, present at the counselling and will allow reasonable opportunity for this to be arranged.
- 150.3 The manager/supervisor or the head of service will create a formal record of the counselling which will include details about the ways in which the employee's conduct needs to change or improve and the time frames within which these changes or improvements must occur.
- 150.4 The record of the counselling will be provided to the employee and the employee given an opportunity to correct any inaccuracies and provide comments before signing the record. The employee's signature is taken as representing their full agreement that the record accurately reflects the discussion. If the employee elects not to sign the record, then details of the offer and any reasons given for refusal will be clearly noted
- 150.5 Where the manager/supervisor or the head of service considers that the employee's conduct has not improved following counselling, an underperformance or misconduct process may be undertaken.

151. UNDERPERFORMANCE

- 151.1 Under this clause, procedures are established for managing underperformance by an employee.
- 151.2 This clause applies to all employees except casual employees. In applying these procedures to officers on probation, temporary employees engaged for over six months, or eligible casual employees, the head of service may determine that procedures and practices throughout Clause 151 may be applied on an appropriate and proportionate basis according to the circumstances of the case, and in accordance with the principles of procedural fairness and natural justice.
- 151.3 The objectives of these procedures are to:
- (a) provide advice and support to an employee whose performance is below the standard required; and
 - (b) to provide a fair, prompt and transparent framework for action to be taken where an employee continues to perform below expected standard.
- 151.4 Consistent with good management practice, concerns about underperformance should be raised by the manager/supervisor with the employee at the time that the concerns arise. The manager/supervisor should offer advice and support to the employee to overcome these concerns. The manager/supervisor should inform the employee that the following procedures might be invoked if underperformance continues.
- 151.5 In order to ensure that these procedures operate in a fair and transparent manner, the manager/supervisor will be responsible for documenting all relevant discussions. The employee must be given the opportunity to comment on any records before signing them.

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

Step One: Action Plan

151.7 Where a manager/supervisor assesses that an employee's work performance continues to be below expected standards after having previously discussed concerns with the employee in line with subclause 151.4 the manager/supervisor will inform the employee in writing of this assessment and the reasons for it. The employee will be invited by the manager/supervisor to provide written comments on this assessment, including any reasons that in the employee's view may have contributed to their recent work performance.

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

151.9 The manager/supervisor will invite the employee to have a support person, who may be the employees union or other employee representative, present at discussions to develop the action plan and will allow reasonable opportunity for this to be arranged.

151.10 The action plan will:

- (a) identify the expected standards of work required of the employee on an on-going basis;
- (b) identify and/or develop any learning and development strategies that the employee should undertake;
- (c) outline the potential underperformance actions that may be taken if the employee does not meet the expected work standards;
- (d) specify the action plan period, which should not normally be less than one month and should not exceed six months to allow the employee sufficient opportunity to achieve the required standard; and
- (e) specify the assessment criteria to be measured within the action plan period.

151.11 Any current performance agreement for the employee will be suspended during the period of the action plan. Any incremental advancement action for the employee will be suspended during the action plan period.

Step Two: Regular Assessment

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

151.13 If the manager/supervisor considers that further assessment time is needed the manager/supervisor may extend the action plan period. However, the extended assessment time must not result in the action plan exceeding six months duration. The manager/supervisor will inform the employee in writing of this decision to extend the assessment time and the duration of the action plan.

Step Three: Final Assessment/Report

151.14 If at the end of the action plan period, the manager/supervisor assesses the work performance of the employee as satisfactory, no further action will be taken under these procedures at that time. The manager/supervisor will inform the employee in writing of this decision.

151.15 If at the end of the action plan period, the manager/supervisor assesses the work performance of the employee as not satisfactory, the manager/supervisor will provide a report including the assessment and reasons for the assessment to the head of service

Step Four: Underperformance Action

151.16 The head of service will advise the employee in writing:

- a) of the assessment and reasons for the manager's/supervisor's assessment;
- b) of the action or actions (subclause 151.17) proposed to be taken and the reasons for proposing this action;
- c) of the employee's right to respond in writing to the proposed action within a period of not more than seven calendar days.

151.17 At any time after seven calendar days from the date the head of service advised the employee under subclause 151.16, and after considering any response from the employee, the head of service may decide to take one or more of the following underperformance actions:

- a) transfer the employee to other duties (at or below current pay);
- b) defer the employee's increment;
- c) reduce the employee's increment point;
- d) temporarily or permanently reduce the employee's classification and pay;
- e) remove any monetary benefit derived through an existing Attraction and Retention Incentive (or existing SEA); or
- f) terminate the employee's employment.

151.18 The head of service will inform the employee in writing of this decision made under 151.17, the reasons for the decision and the appeal mechanisms available under the Agreement.

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

152. APPEAL RIGHTS

152.1 The employee has the right under Section R to appeal any underperformance action taken under subclause 151.17, except action to terminate the employee's employment.

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

153. MISCONDUCT AND DISCIPLINE

Objectives and Application

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

153.2 In applying these procedures to an officer on probation, an eligible casual employee or a temporary employee who has been engaged for over six months, the head of service may determine that procedures and practices throughout Clauses 153 - 157 apply on an appropriate and proportionate basis according to the circumstances of the case.

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

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

What is Misconduct

153.5 For the purposes of this Section, misconduct consists of any of the following:

- (a) the employee fails to meet the obligations set out in Section 9 of the PSM Act (this includes bullying and harassment or discrimination);
- (b) the employee engages in conduct that has brought, or is likely to bring, the Directorate or ACTPS into disrepute;
- (c) a period of unauthorised absence and the employee does not offer a satisfactory reason on return to work;
- (d) the employee is convicted of a criminal offence or a court finds that an employee has committed an offence but a conviction is not recorded, taking into account the circumstances and seriousness of the offence, the duties of the employee and the interests of the ACTPS and/or of the Directorate;
- (e) the employee fails to notify the head of service of criminal charges in accordance with Clause 158; or
- (f) the employee makes a vexatious or knowingly false allegation against another employee.

What is Serious Misconduct?

153.6 Serious misconduct means conduct that is so serious that it may be inconsistent with the continuation of the employee's employment with the Territory. Serious misconduct includes but is not limited to the kinds of serious misconduct defined within the Fair Work Regulations.

154. DEALING WITH ALLEGATIONS OF MISCONDUCT

154.1 If, after receiving a recommendation from the manager/supervisor under subclause 149.2(e), the head of service is of the opinion that the alleged misconduct cannot be resolved without recourse to investigation, the head of service will:

- (a) inform the appropriate Human Resources Manager that it is proposed that an investigation is to take place;
- (b) with the assistance of the appropriate Human Resources Manager make arrangements for an appropriately trained or experienced person (the investigating officer) to investigate the alleged misconduct in accordance with Clause 156; and
- (c) inform the employee in writing of the alleged misconduct and that the matter is to be investigated.

154.2 Depending on the nature of the alleged misconduct the head of service may immediately transfer the employee to other duties, re-allocate duties away from the employee or suspend the employee in accordance with Clause 155. Where serious misconduct is alleged the head of service may suspend an employee without pay.

154.3 Notwithstanding the provisions of this section, the employment of an employee may be summarily terminated without notice for serious and wilful misconduct.

154.4 No investigation may be necessary where the employee fully admits to the alleged misconduct and the employee agrees that there is no need for an investigation. In such cases, the head of service may determine the appropriate disciplinary action/sanction in accordance with Clause 157. 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 157 to be made.

155. SUSPENSION, REASSIGNMENT OR TRANSFER

- 155.1 This clause applies to all employees including eligible casual employees and employees on probation.
- 155.2 Subject to these procedures the head of service may suspend with pay or without pay, reassign or transfer an employee where the head of service is satisfied that it is in the public interest, the interests of the ACTPS or the interests of the Directorate to do so while the alleged misconduct is investigated.
- 155.3 The procedures applying under subclauses 155.4, 155.5 and 155.10 will also apply in circumstances where an employee has been reassigned with pay to other duties following an allegation of misconduct.
- 155.4 The head of service will not normally suspend, reassign or transfer an employee without first informing the employee of the reasons for the proposed suspension, reassignment or transfer and giving the employee the opportunity to be heard. However, the head of service may suspend an employee first and then give the employee the reasons for the suspension and an opportunity to be heard, where, in the head of service's opinion, this is appropriate in the circumstances.
- 155.5 Whilst suspended with pay an employee will be paid:
- (a) The employee's ordinary hourly rate of pay and any higher duties allowances that would have been paid to the employee for the period they would otherwise have been on duty; and
 - (b) Overtime (but not overtime meal allowance) and shift penalty payments where there is a regular and consistent pattern of extra duty or shift work being performed over the previous six months which would have been expected to continue but for the suspension from duty; and
 - (c) Any other allowance or payment (including under a Attraction and Retention Incentive entered into in accordance with Schedule 2 to this Agreement) of a regular or on-going nature that is not conditional on performance of duties.
- 155.6 Where a decision is made to suspend an employee with pay no appeal or review of that decision is available.
- 155.7 An employee who is suspended must be available to attend work and participate in the disciplinary process as directed within 48 hours of the direction being given unless they are on authorised leave.
- 155.8 Suspension without pay is usually only appropriate where serious misconduct is alleged or where the employee is charged with a criminal offence that would in the opinion of the head of service be incompatible with the continuation of the employee's employment.
- 155.9 Whilst suspended without pay:
- (a) the suspension will not be for more than thirty calendar days, unless exceptional circumstances apply;
 - (b) the employee may apply to the head of service for permission to seek alternate employment outside the ACTPS for the period of the suspension or until the permission is revoked;
 - (c) in cases of demonstrated hardship, the employee may access accrued long service leave and/or annual leave;
 - (d) the employee may apply to the head of service for the suspension to be with pay on the grounds of demonstrated hardship.

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

156. INVESTIGATIONS

- 156.1 The role of the investigating officer is to establish the facts of the allegations and provide a report of those facts to the head of service.
- 156.2 The investigating officer will:
- (a) inform the employee in writing of the particulars of the alleged misconduct, and details concerning the investigative process; and
 - (b) give the employee a reasonable opportunity to respond to allegations, in writing and/or at a scheduled interview, before making a finding of fact; and
 - (c) provide the employee with at least 24 hours written notice prior to conducting an interview, and advise the employee if the interview is to be recorded electronically; and
 - (d) advise the employee that the employee may have a second individual present during the interview, who may be the employees union representative or another individual acting as support person and reasonable opportunity for this to be arranged will be allowed for; and
 - (e) as soon as practicable take any further steps considered necessary to establish the facts of the allegations; and
 - (f) provide a record of the interview to the employee to correct any inaccuracies in the record and to provide any further response relative to the allegations before signing the record. If the employee elects not to sign the record, then details of the offer will be noted; and
 - (g) provide a written report to the head of service setting out the investigating officer's findings of fact.
- 156.3 The investigating officer's findings of fact will be made on the balance of probabilities.
- 156.4 The head of service may authorise access to ACTPS information and communication technology (ICT) records including email, computer, work phone records, or building access logs if, in the opinion of the head of service, the investigating officer requires access in order to establish the facts of the allegations.
- 156.5 After considering the report from the investigating officer, the head of service will make a determination on the balance of probabilities as to whether misconduct has occurred.
- 156.6 If the head of service determines misconduct has not occurred, the head of service will notify the employee of this finding in writing and advise that no sanctions will be imposed.

157. DISCIPLINARY ACTION AND SANCTIONS

- 157.1 In circumstances where the head of service, following an investigation or full admission by the employee determines that misconduct has occurred, and the head of service considers discipline

action is appropriate, one or more of the following actions may be taken in relation to the employee:

- (a) a written warning and admonishment;
- (b) a financial penalty which can:
 - i) reduce the employee's incremental level;
 - ii) defer the employee's incremental advancement;
 - iii) impose a fine on the employee;
 - iv) fully or partially reimburse the employer for damage wilfully incurred to property or equipment.
- (c) transfer the employee temporarily or permanently to another position at level or to a lower classification level; or
- (d) remove any monetary benefit derived through an existing Attraction and Retention Incentive (or existing SEA) or;
- (e) termination of employment.

157.2 In relation to 157.1(c), 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.

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

- (a) the nature and seriousness of the misconduct;
- (b) the degree of relevance to the employee's duties or to the reputation of the Directorate or the ACTPS;
- (c) the circumstances of the misconduct;
- (d) any mitigating factors, including any full admission of guilt; and
- (e) the previous employment history and the general conduct of the employee.

157.4 Before taking disciplinary action, the head of service will advise the employee in writing of:

- (a) the decision as to whether the misconduct has been found to have occurred; and
- (b) the reasons for arriving at this decision; and
- (c) the sanction proposed; and
- (d) the period during which the employee has to respond to the proposed discipline action (which must be a minimum of fourteen calendar days).

157.5 After considering the employee's response to the proposed action, or if the employee has not responded at any time after the period outlined in subclause 157.4 (d) has elapsed, the head of service may take disciplinary action. The head of service will inform the employee in writing of:

- (a) their final decision regarding discipline action to be taken; and
- (b) the date of effect and/or, if relevant, the cessation of the action; and
- (c) the appeal mechanisms that are available under this Agreement.

158. CRIMINAL CHARGES

- 158.1 An employee must advise the head of service in writing of any criminal charges laid against the employee where a reasonable person would believe that the interests of the Directorate or of the ACTPS may be adversely affected, taking into account:
- (a) the circumstances and seriousness of the alleged criminal offence; and
 - (b) the employee's obligations under Section 9 of the PSM Act; and
 - (c) the effective management of the employee's work area; and
 - (d) the integrity and good reputation of the ACTPS and the Directorate; and
 - (e) the relevance of the offence to the employee's duties.
- 158.2 Where criminal charges are laid against an employee and the interests of the Directorate or of the ACTPS may be adversely affected, the head of service may suspend the employee in accordance with the suspension arrangements under Clause 155.
- 158.3 If an employee is convicted of a criminal offence, the employee will provide a written statement regarding the circumstances of the offence to the head of service within seven calendar days of the conviction or the finding.
- 158.4 Where an employee is convicted of a criminal offence and the conviction or finding has adversely affected the interests of the Directorate or of the ACTPS, the head of service may take discipline action against the employee in accordance with Clause 157.1.

159. RIGHT OF APPEAL

- 159.1 An employee has the right under Section R to appeal against any decision to take disciplinary action under subclause 157.1, or against any decision taken under Clause 155 to suspend the employee without pay, or to transfer the employee at reduced pay, except action to terminate the employee's employment.
- 159.2 An employee may have an entitlement to bring an action under the FW Act in respect of any decision under this Section to terminate the employee's employment. This will be the sole right of review of such a decision.
- 159.3 The appeal procedures under Section O apply to the exclusion of the rights of appeal and review under the PSM Act and Internal Review Procedures contained in section Q of this Agreement.

160. REPORT TO THE NURSES AND MIDWIFERY BOARD OF AUSTRALIA

- 160.1 Under the provisions of the *Health Professional Act 2004 (HP Act)*, all health professionals are obliged to maintain a required standard of practice.
- 160.2 Should an investigation undertaken by the ACTPS identify a serious failure to meet the standards required by the *HP Act* a report may be provided to Nurses and Midwifery Board of Australia (NMBA) including the outcome of the ACTPS investigation.
- 160.3 The reporting of a matter to the NMBA will be subject to the provisions of the *HP Act*.
- 160.4 Where the matter has been referred to the NMBA the ACTPS will inform the employee in writing that a report has been made.
- 160.5 The head of service **may** reserve any other action pending the decision of the NMBA.

Section P – Communication and Consultation

161. CONSULTATION

- 161.1 There should be effective consultation and employee participation in decisions that affect an employee's employment. This is essential to the successful management of change.
- 161.2 Where there are proposals by the ACTPS to introduce changes in the organisation or to existing work practices, the head of service will consult with affected employees and union(s).
- 161.3 The head of service will provide relevant information to assist the employees and the unions to understand the reasons for the proposed changes and the likely impact of these changes so that the employees and the unions are able to contribute to the decision making process.
- 161.4 For the purpose of providing effective consultation:
- (a) adequate time will be provided to employees and union(s) to consult with the relevant Directorate;
 - (b) a Directorate Consultative Committee (DCC) will be established, with membership to be agreed by the head of service and the union(s) following commencement of this Agreement; and
 - (c) additional levels of consultation, such as a Workplace Consultative Committee (WCC), may be established with the agreement of the DCC to operate at a local level. Where established these levels of consultation will deal with workplace specific issues before such issues may be raised with the DCC and have membership agreed by the DCC.

Directorate Consultative Committee (DCC)

- i. A **Directorate Consultative Committee (DCC)** will:
 - monitor the operation and implementation of this Agreement;
 - consider any proposed new or significant changes to Directorate policy statements and guidelines that relate to the provisions of this Agreement; and
 - exchange information about workplace issues affecting employees; and
 - consult on any existing performance management schemes, and on the development of any new performance management schemes, in the Directorate;
 - meet at least quarterly unless otherwise agreed; and
 - have terms of reference agreed by the members of the DCC.

Reasonable Workload Committee (RWC)

- ii. The Reasonable Workload Committee will provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters and to contribute to the decision making process.
 - The Committee will deal with issues of nursing workload management, including the provision of specialist advice, training and workload management review in relation to the local application of the Nursing Hours per Patient Day (NHPPD) tool and with grievances or disputes relating to its application.
 - Nurses will also have the ability to raise concerns about workload through the committee process and provisions contained within the Enterprise Agreement.

- The first priority of the Committee once established will be to oversee the implementation of NHPPD.
 - The Committee will meet at least monthly. Meetings will be in work time. All members of the committee will be released from their work areas/positions to attend meetings and their positions will be appropriately backfilled. Committee members who are required to attend in off-duty time will be paid for attendance.
 - The Committee will report to the Directorate Consultative Committee (DCC) through the Chief Nurse.
- (d) existing local consultative arrangements will remain in place until such arrangements are replaced by the new consultative arrangements.
- 161.5 The Chief Minister and Treasury Directorate will consult with unions and employees prior to the finalisation of any significant changes or any new provisions in the *PSM Act* and *Standards* and any new service-wide policy statements or guidelines that relate to the provisions of this Agreement.

162. REVIEWS AND SPECIAL PROJECTS

- 162.1 The Directorates and the unions will conclude the reviews and special projects as listed below:
- (a) Work Level Standards (Clause 37).
- 162.2 The Directorates and the unions will discuss the provision of adequate resources and support for employees undertaking a review/project to ensure work is completed within agreed timeframes.
- 162.3 The DCC will receive a final report and recommendations from each review/project.
- 162.4 The DCC will discuss and agree upon any necessary decision on recommendations arising from each review within one month of receiving the report.
- 162.5 Where agreement cannot be reached at any stage of the process, the Dispute Avoidance and Settlement Procedures processes contained in Clause 163 (Dispute Avoidance /Settlement Procedures) of this Agreement may be applied.

163. DISPUTE AVOIDANCE/SETTLEMENT PROCEDURES

- 163.1 The objective of these procedures is the prevention and resolution of disputes about:
- (a) matters arising under this Agreement, including disputes about the interpretation or implementation of the Agreement; and
 - (b) the application of the National Employment Standards of the FW Act.
- 163.2 For the purposes of this clause, except where the contrary intention appears, the term parties refer to 'parties to the dispute'.
- 163.3 All persons covered by the Agreement agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of, disputes.
- 163.4 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.
- 163.5 In the event that there is a dispute, the following processes will apply.
- 163.6 Where appropriate, the relevant employee or the employee's representative will discuss the matter with the employee's supervisor. Should the dispute not be resolved, it will proceed to the appropriate management level for resolution.

- 163.7 In instances where the dispute remains unresolved, the next appropriate level of management, the employee, the union or other employee representative will be notified and a meeting will be arranged at which a course of action for resolution will be discussed.
- 163.8 If the dispute remains unresolved after this procedure, a party to the dispute may refer the matter to the FWC.
- 163.9 The FWC may deal with the dispute in two stages:
- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If the FWC is unable to resolve the dispute at this first stage, the FWC may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- 163.10 The FWC may exercise any powers it has under the *FW Act* as are necessary for the just resolution or determination of the dispute.
- 163.11 A person may be assisted and represented at any stage in the dispute process in the FWC on the same basis as applies to representation before the FWC under section 596 of the *FW Act*.
- 163.12 All persons involved in the proceedings under subclause 163.9 will participate in good faith.
- 163.13 Unless the parties agree to the contrary, the FWC will, in responding to the matter, have regard to whether a party has applied the procedures under this term and acted in good faith.
- 163.14 The parties agree to be bound by a decision made by the FWC in accordance with this clause.
- 163.15 However any party may appeal a decision made by the FWC in accordance with the *FW Act*.
- 163.16 Despite the above, the parties may agree to submit the dispute to a body or person other than the FWC. Where the parties agree to submit the dispute to another body or person:
- (a) all of the above provisions apply, unless the parties agree otherwise; and
 - (b) a reference to the FWC in the above provisions will be read as a reference to the agreed body or person;
 - (c) all obligations and requirements on the parties and other relevant persons under the above provisions will be complied with; and
 - (d) the agreed body or person must deal with the dispute in a manner that is consistent with section 740 of the *FW Act*.
- 163.17 While the parties are trying to resolve the dispute using procedures in this clause:
- (a) An employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (b) An employee must comply with a direction given by the head of service to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable workplace health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

164. FLEXIBILITY TERM

- 164.1 The head of service and an individual employee may agree to vary the application of certain provisions of this Agreement to meet the needs of a business unit in the ACTPS and the individual employee (an individual flexibility arrangement)
- 164.2 The provisions of this Agreement that the head of service and an individual employee may agree to vary are:
- (a) Family and carers' responsibilities, including Vacation Child Care Subsidy and family care costs.
- 164.3 The head of service must ensure that the provisions of the individual flexibility arrangement:
- (a) are about matters that would be permitted if the arrangement were an enterprise agreement;
 - (b) do not include a term that would be an unlawful term if the arrangement were an enterprise agreement ; and
 - (c) result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 164.4 The head of service must ensure that the individual flexibility arrangement:
- (a) identifies the clause of this Agreement that the head of service and the employee have agreed to vary;
 - (b) sets out details of how the arrangement will vary the effect of the clause;
 - (c) includes details of how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of this arrangement; and
 - (d) states the day the arrangement commences.
- 164.5 An individual flexibility arrangement made under this clause must be genuinely agreed to by the head of service and the individual employee.
- 164.6 Except as provided in paragraph 164.7 (b), an individual flexibility arrangement made under this clause must not include a provision that requires the individual flexibility arrangement to be approved, or consented to, by another person.
- 164.7 The head of service must ensure that the individual flexibility arrangement made under this clause must be in writing and signed:
- (a) In all cases - by the employee and the head of service; and
 - (b) If the employee is under 18 – by a parent or guardian of the employee.
- 164.8 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.
- 164.9 The head of service or the employee may terminate the individual flexibility arrangement:
- a) By giving written notice of no more than 28 days to the other party to the arrangement, or
 - b) If the head of service and the employee agree in writing – at any time.
- 164.10 The right to make an individual flexibility arrangement under this clause is in addition to, and is not intended to otherwise affect, the right for the head of service and an individual employee to make an agreement under any other provision of this Agreement.

165. FREEDOM OF ASSOCIATION

- 165.1 The ACTPS recognises that employees are free to choose whether or not to join a union. Irrespective of that choice employees will not be disadvantaged or discriminated against in respect of the employee's employment under this Agreement. The ACTPS recognises that employees who choose to be members of a union have the right to choose to have the employee's industrial interests represented by the union.
- 165.2 Employees in negotiations of any kind are entitled to negotiate collectively where they so choose.
- 165.3 Employees engaging in negotiations of any kind are entitled to be represented by a representative of their choice. The ACT Government shall deal with any such representative in good faith.

166. CO-OPERATION AND FACILITIES FOR UNIONS AND OTHER EMPLOYEE REPRESENTATIVES

- 166.1 For the purpose of ensuring that unions and other employee representatives, who are employees of the ACTPS, can effectively fulfil the employee representative role under this Agreement, the following provisions will apply.
- 166.2 Reasonable access to ACTPS facilities, including the internal courier service, access to the ACT Government communication systems, telephone, facsimile, photocopying, access to meeting rooms and storage space, will be provided to unions 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.
- 166.3 In addition to the ACTPS facilities outlined in subclause 166.2, where available, a union or employee representative who is an employee of the ACTPS will be able to establish designated Outlook public folders, which will provide a collaborative electronic workspace to improve the flow of information.
- 166.4 The use of ACTPS facilities will be in accordance with published whole-of-government policies and for matters other than for industrial action.
- 166.5 A union or other employee representative who is an employee of the ACTPS will be provided with adequate paid time, as required by the responsibilities of the position, to undertake duties to represent employees during normal working hours. While these duties would normally be expected to be performed within the workplace, on occasions the union or other employee representative may be required to conduct these duties external to the workplace.

167. WORK ORGANISATION

- 167.1 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.
- 167.2 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.
- 167.3 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.

168. RIGHT OF EXISTING AND NEW EMPLOYEES TO REPRESENTATION IN THE WORKPLACE

- 168.1 The ACTPS acknowledges the rights of its employees to be represented 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).

168.2 The *FW Act* prescribes the purpose and manner under which unions may exercise right of entry in the workplace. The ACTPS will grant union(s) access in accordance with the *FW Act*.

168.3 In addition, the ACTPS will:

- (a) 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;
- (b) 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 ACTPS agree upon, and of which the ACTPS will advise the employees;
- (c) 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; and
- (d) invite the union(s) to attend any face to face induction of new ACTPS employees, the details of which the head of service will advise to the union(s) contact officer or other nominated person with reasonable notice. Such attendance will be included as an integral part of the induction process and be for the purpose of delivering an information presentation including recruitment information to new ACTPS employees.

168.4 For the avoidance of doubt, nothing in subclause 168.3 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*.

169. ATTENDANCE AT INDUSTRIAL RELATIONS COURSES AND SEMINARS

169.1 For the purpose of assisting employees in gaining a better understanding of industrial relations issues relating to this Agreement, leave will be granted to employees to attend recognised short training courses or seminars on the following conditions:

- (a) that operating requirements permit the granting of leave;
- (b) that the scope, content and level of the short courses are such as to contribute to a better understanding of human resource management issues that may arise under this Agreement;
- (c) leave granted under this clause will be with full pay, not including shift and penalty payments or overtime; and
- (d) each employee will not be granted more than 15 days/shifts leave in any calendar year.

169.2 If the employee has applied for leave under subclause 169.1 and the application was rejected because of operational requirements, approval of any subsequent application for leave by the employee under subclause 169.1 will not be withheld unreasonably, provided that the employee gives the manager/supervisor at least 14 days/shifts notice in writing.

169.3 The ACTPS will 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 169.1 applies.

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

170. PRIVATISATION

170.1 In order to promote job security of employees, it is agreed that the privatisation of a government entity may only occur where:

- (a) the entity does not perform a role central to the functions of government; and

- (b) disadvantaged groups would not be negatively affected by the privatisation; and
- (c) a social impact statement has been completed which indicates that there is a demonstrated public benefit from the sale.

170.2 In the event that privatisation of an ACTPS Directorate or a service or services currently supplied by an ACTPS Directorate is under consideration, consultation will occur on the implications for employees and the relevant Directorate from these proposals.

170.3 Where such privatisation is under consideration, the ACTPS will provide the necessary reasonable resources to develop an in-house bid and this bid will be prepared either off-site or on-site as determined by the head of service and subject to consideration on equal terms to any other bid. An independent probity auditor will be appointed by the head of service to oversee the assessment of the in-house bid.

171. WORKPLACE HEALTH AND SAFETY

171.1 The Directorates will consult with employees and their representatives on the policies and practices to be adopted to ensure that the health and safety of employees is optimised in all environments in which nurses and midwives work.

171.2 In consultation with the Directorates, and based on the professional judgment of nurses and midwives, risk assessment and relevant Directorate policy, employees working in a community setting may elect at any time to be partnered by another person when attending a client's home.

OH&S Training

171.3 The Directorates will continue to provide training for their employees in areas including, but not limited to:

- Risk Assessment and Management;
- Preventative Workplace Health and Safety;
- Incident Management and Response;
- Disaster Prevention, Management and Response.

OH&S Policy Committee (OH&SPC)

171.4 The ACTPS will meet its OH&S consultative obligations under relevant legislation, and will maintain an Occupational Health and Safety Policy Committee.

171.5 The ACTPS, employees and employee representatives agree to actively participate in and support OH&SPC activities.

Section Q – Internal Review Procedures

172. OBJECTIVES AND APPLICATION

- 172.1 Under this Section, procedures are established for employees to seek a review of management actions that affect their employment with the ACTPS.
- 172.2 These procedures must be applied in accordance with the principles of natural justice and procedural fairness and in a manner that promotes the values and general principles of the ACTPS.
- 172.3 These procedures apply to all employees covered by this Agreement.
- 172.4 For the purposes of this Section, an action includes a decision and a refusal or failure to make a decision.

173. DECISIONS AND ACTIONS EXCLUDED

- 173.1 The following decisions and actions are excluded from the rights of an employee to seek a review under procedures set out in this Section (note this does not preclude the right to seek review under other processes):
- (a) actions regarding the policy, strategy, nature, scope, resourcing or direction of the ACTPS and agencies (see Clause 161 of this Agreement for consultation on these actions);
 - (b) actions arising under Commonwealth or ACT legislation that concern domestic or international security matters;
 - (c) actions regarding superannuation (see relevant superannuation legislation for complaints and appeals on these actions, in particular the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*);
 - (d) actions regarding workers' compensation (see the *Safety, Rehabilitation and Compensation Act 1988* for reviews and appeals on these actions);
 - (e) decisions to terminate the appointment of an officer on probation;
 - (f) decisions on classification of an office (see Clause 18 of this agreement for reviews on Classifications);
 - (g) actions arising from the misconduct procedures of this Agreement (see subclause 177.2 of this Agreement regarding appeals on these actions);
 - (h) actions arising from the underperformance procedures of this Agreement (see subclause 177.2 of this Agreement for appeals on these actions);
 - (i) 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 (ERIn), an Special Employment Arrangement (SEA) or a pre FW Act Australian Workplace Agreement (AWA));
 - (j) decisions that another officer perform the duties of a higher office for periods up to and including six months;
 - (k) decisions that another officer perform the duties of a higher office or role (with a pay less than that of a RN/RM Level 3 classification) for periods greater than six months if the vacancy was advertised ((see subclause 177.2 of this agreement regarding appeals on these decisions);
 - (l) decisions to promote an officer (see subclause 177.2 of this Agreement regarding appeals about promotion decisions);
 - (m) decisions to appoint an employee or to engage an employee on a temporary contract;

- (n) 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;
 - (o) decisions to transfer an employee;
 - (p) actions arising from the internal review procedures of appeal panel procedures of this agreement.
- 173.2 Employees may seek a review under this Section of the processes leading to decisions under (k), (l),(m) and (o), and in relation to the process leading to a decision under the PSM Standards to promote an officer after acting for a period of twelve months or more in a position above RN/RM Level 2.

174. INITIATING A REVIEW

- 174.1 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.
- 174.2 An employee, or the employee's union or other employee representative on the employee's behalf, has the right to apply for a review of any action or decision that effects the employee's employment, unless the action or decision is specifically excluded under this section.
- 174.3 An employee, or the employee's union or other employee representative on the employee's behalf, may initiate a review under this section by making an application to the head of service that:
- (a) is in writing; and
 - (b) identifies the action and/or decision which the employee seeks a review of; and
 - (c) identifies the reasons the review is sought including, in the employees view, the effect/s that the action or decision has or is having on the employee's employment; and
 - (d) describes the outcome sought.

175. REVIEW PROCESS

- 175.1 Where appropriate, and agreed by the employee who made the application under Clause 174 or the employee's union or other employee representative on the employees behalf, the head of service must consider mediation as an option before arranging for a review under subclause 175.3. The mediator will be agreed between the employee and the head of service.
- 175.2 In the event that mediation does take place and that it resolves the issues raised in the application, then no further action is required under these procedures. In that event a formal written statement that the issue has been resolved must be signed by the employee and the head of service.
- 175.3 Subject to subclauses 175.1 and 175.2 the head of service must arrange for an application made under Clause 174 of this Agreement to be investigated by an independent person (the reviewer) who may be:
- (a) a suitably skilled employee or executive who was not involved in the original action; or
 - (b) a person taken from a list of panel providers approved by the Commissioner for Public Administration.
- 175.4 The head of service may determine the process under which an application is reviewed, subject to the principles set out in subclause 175.5.

- 175.5 The reviewer must have due regard to the principles of natural justice and procedural fairness and act as quickly as practicable consistent with a fair and proper consideration of the issues. This includes but is not limited to:
- (a) fully informing the employee of all relevant issues and providing access to all relevant documents; and
 - (b) providing reasonable opportunity for the employee to respond; and
 - (c) advising the employee of the employee's rights to representation.
- 175.6 The reviewer may recommend to the head of service that an application should not be considered on any of the following grounds:
- (a) the application concerns a decision or action that is excluded under 173.1; or
 - (b) a period of twenty-eight calendar days has elapsed since the employee was advised of the decision or action except where extenuating circumstances exist;
 - (c) the employee has made an application regarding the decision or action to a court or tribunal, or where the reviewer believes it is more appropriate that such an application be made; or
 - (d) the reviewer believes on reasonable grounds that the application:
 - i. is frivolous or vexatious;
 - ii. is misconceived or lacks substance; or
 - iii. should not be heard for some other compelling reason.
- 175.7 The head of service must either confirm a recommendation made by the reviewer under subclause 175.6 that an application should not be considered or arrange for another reviewer to consider the application.
- 175.8 The head of service will inform the employee in writing, within fourteen calendar days of the date of any decision under subclause 175.7, including, the reasons for any decision not to consider the application.
- 175.9 If the reviewer does not make a recommendation under subclause 175.6, then the reviewer will conduct a procedural review on the papers to determine:
- (a) whether it was open to the head of service to take the action that he or she did;
 - (b) whether the principles of procedural fairness and natural justice were complied with in taking the original action; and
 - (c) whether the final decision of the head of service was fair and equitable in all of the circumstances.
- 175.10 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. To ensure efficiency and timeliness, the reviewer should not undertake to collect the same information or new evidence which was not available at the time the original action or decision was made.
- 175.11 After reviewing any action or decision the reviewer will, subject to subclause 175.4, make a written report to the head of service containing recommendations on whether the action that led to the application should be confirmed or varied or that other action is taken. A copy of this report will be provided to the employee.
- 175.12 In keeping with subclause 175.11 if the reviewer is of the view that there is doubt over the veracity and/or validity of the information or evidence or processes used in making the initial

decision or action, the reviewer will inform the head of service of that doubt and the reasons for it in the written report.

- 175.13 The employee may respond to any aspect of the report. Such a response must be in writing and be provided to the head of service within fourteen calendar days of the employee receiving the report.
- 175.14 The head of service, after considering the report from the reviewer and any response from the employee to the report of the reviewer, may:
- (a) confirm the original action; or
 - (b) vary the original action; or
 - (c) take any other action that the head of service believes is reasonable.
- 175.15 The head of service will inform the employee in writing, within fourteen calendar days of the date of any decision under subclause 175.14, including the reasons for the action.
- 175.16 Where the subject of the application is an action or decision of the head of service, the written report of the reviewer will be made to the Commissioner for Public Administration. A copy of this report will be provided to the employee.
- 175.17 The Commissioner for Public Administration may, after considering the report from the reviewer, recommend to the head of service that:
- (a) the original action be confirmed; or
 - (b) the original action be varied; or
 - (c) other action be taken that the Commissioner for Public Administration believes is reasonable.
- 175.18 The head of service, after considering the report from the Commissioner for Public Administration, may:
- (a) accept any or all of the report's recommendation(s) and take such action as necessary to implement the recommendation(s); or
 - (b) not accept the report's recommendation(s) and confirm the original action.
- 175.19 If the head of service does not accept any one of the recommendation(s) of the Commissioner for Public Administration under subclause 175.17, the head of service will:
- (a) provide written reasons to the Commissioner for Public Administration for not accepting the recommendation(s); and
 - (b) provide the employee, within fourteen calendar days, with written reasons for not accepting the recommendation(s).
- 175.20 If the head of service does not accept any one of the recommendation(s) of the Commissioner for Public Administration under subclause 175.17, the Commissioner may report on this outcome in the Commissioner's Annual Report.

176. RIGHT OF EXTERNAL REVIEW

- 176.1 The employee or the employee's union or other employee representative on the employee's behalf, may seek a review of a decision, or action of the head of service under subclause 175.14 or subclause 175.18 by an external tribunal or body, including the FWC.

176.2 The FWC will be empowered to resolve the matter in accordance with the powers and functions set out in Clause 163 of this Agreement. The decision of the FWC will be binding, subject to any rights of appeal against the decision to a Full Bench in accordance with subclause 163.15.

Section R – Appeal Mechanism

177. OBJECTIVE AND APPLICATION

- 177.1 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.
- 177.2 This appeal mechanism will apply to:
- (a) decisions about promotion or temporary transfer to a higher office or role (for periods in excess of six months) affecting the officer where the officer was an applicant for the position, except decisions made on the unanimous recommendation of a joint selection committee (see *PSM Act* and PSM Standards);
 - (b) decisions to promote an officer after acting for a period of twelve months or more in a position at or below RN/RM Level 2;
 - (c) decisions to suspend an employee without pay under section 155 of this agreement;
 - (d) decisions to take disciplinary action under subclause 157.1, of this Agreement except a decision to terminate the employee’s employment;
 - (e) decisions to take underperformance action under subclause 151.16 of this Agreement, except a decision to terminate the employee’s employment;
 - (f) decisions taken in relation to employee’s eligibility for benefits under Clauses 187 of this agreement, and the amount of such benefits, the amount payable by way of income maintenance under Clause 190, and the giving of a notice of involuntary redundancy or notice of reduction in classification under Clauses 188 and 189;
 - (g) any other decision that is subject to appeal under the *PSM Act*.
- 177.3 For purposes of paragraph 177.2(a) and 177.2(b), 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 RN/RM Level 3. For positions above RN Level 2 (or equivalent classification) an application may be made for an internal review of the process (see subclause 173.2 of this Agreement).
- 177.4 For the purposes of paragraph 177.2(b), any suitable qualified officer may appeal the decision.
- 177.5 An employee may have an entitlement to bring an action under the FW Act in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

178. INITIATING AN APPEAL

- 178.1 An employee, or the employee’s union or other employee representative on the employees behalf, may initiate an appeal under these procedures by making an application to the Convenor of Appeal Panels that:
- (a) is in writing;
 - (b) describes the decision or action taken or to be taken, the reasons for the application and the outcome sought; and
 - (c) is received by the Convenor of Appeal Panels within 14 calendar days of being notified of the decision to take the action.

178.2 For the purposes of paragraph 178.1(b), a decision must be an appealable decision as set out in subclause 177.2.

179. COMPOSITION OF THE APPEAL PANEL

- 179.1 The head of service will nominate a person, or position, to be the Convenor of the Appeal Panel.
- 179.2 Where an application is received by the Convenor of the Appeal Panel in accordance with the requirements of subclause 178.1 and 178.2 the Convenor of Appeal Panels will set up an Appeal Panel.
- 179.3 The Appeal Panel will comprise a nominee of the relevant Directorate, a nominee of the employee and a chairperson, where:
- (a) the chairperson is chosen from a panel of providers approved by the Commissioner for Public Administration (in consultation with the Joint Council), or, in the case of an appeal relating to a promotion decision, an agreed person; and
 - (b) a chairperson from the panel of providers is so chosen on a rotational basis, unless there is an identified conflict of interest, in which case the next person on the panel of providers would be chosen.
- 179.4 The convenor may only be a member of an Appeal Panel with the agreement of the appellant.
- 179.5 A person is not eligible to be a member of an Appeal Panel if that person was involved in the decision or the process that is the subject of the application.

180. POWERS AND ROLE OF THE APPEAL PANEL

- 180.1 In considering an application, the Appeal Panel must have due regard to the principles of natural justice and procedural fairness. Proceedings of the Appeal Panel are to be conducted as quickly as practicable consistent with a fair and proper consideration of the issues.
- 180.2 The Convenor of the Appeal Panel will invite the appellant to have a support person, who may be the employee's union or other employee representative; present at any meetings held with the Appeal Panel and will allow reasonable opportunity for this to be arranged.
- 180.3 The Appeal Panel will have the discretion to decide not to conduct a review of the appeal application, or, if it has commenced reviewing the application, to decide not to proceed further if, in the opinion of the Panel:
- (a) the application is frivolous, vexatious, or not made in good faith; or
 - (b) the employee making the appeal may apply to another person or authority about the application who may more appropriately deal with the action; or
 - (c) further review of the application is not warranted.

Appeals about promotion and temporary transfer to a higher office or role

- 180.4 For appeals concerning promotion or temporary transfer to a higher office or role under paragraph 177.2(a) the only ground on which the Appeal Panel can review the decision is 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.
- 180.5 After reviewing an application about promotion or temporary transfer to a higher office or role affecting the appellant, the Appeal Panel will either confirm the decision or make recommendations to the head of service to substitute another decision. The head of service will inform the appellant of this decision and the reasons for the decision.

Other matters

- 180.6 Where the Appeal Panel determines that an application for appeal requires further consideration, the Appeal Panel will conduct a procedural review on the papers to determine whether:
- (a) it was open to the head of service to take the action that he or she did;
 - (b) the principles of procedural fairness and natural justice were complied with in taking the original action or decision; and
 - (c) the final decision of the head of service was appropriate in all of the circumstances.
- 180.7 The Appeal Panel 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. To ensure efficiency and timeliness, the Appeal Panel should not undertake to collect the same information or new evidence
- 180.8 Where the Appeal Panel is satisfied that a fundamental piece of evidence was not considered in the original process, the Appeal Panel may recommend to the head of service that the matter be referred back to the original decision maker for further investigation.
- 180.9 The decision-maker, after considering the referral from the Appeal Panel under subclause 180.8 will:
- (a) as soon as possible, arrange for a further investigation to be conducted, in line with the referral of the Appeal Panel, and will provide any further information, evidence or outcomes of the further investigation to the Appeal Panel in order that they may complete their review; or
 - (b) provide written reasons to the Appeal Panel, within fourteen calendar days, for not accepting their referral for further investigation.
- 180.10 After reviewing any application under this section, other than an appeal about promotion or temporary transfer to a higher office or role, the Appeal Panel will, subject to subclause 180.8, make a written report containing recommendations to the head of service. A copy of the report will be provided to the appellant.
- 180.11 In making recommendations to the head of service under subclause 180.10 or to the Commissioner for Public Administration under subclause 180.13 the Appeal Panel must provide the reasons for its recommendations.
- 180.12 The head of service, after considering the report from an Appeal Panel under subclause 180.10 will make a decision on any recommendation in the report and inform the appellant in writing of the reasons for that decision, within fourteen calendar days of receiving the report.
- 180.13 Where the subject of an application under this clause is a decision of the head of service then the Appeal Panel, after reviewing the application will, subject to subclause 108.9, make a written report containing recommendations to the Commissioner for Public Administration. A copy of this report will be provided to the appellant.
- 180.14 The Commissioner for Public Administration, after considering the report from an Appeal Panel under subclause 180.13 will recommend to the head of service that the decision that is the subject of the application:
- (a) be confirmed; or
 - (b) be varied; or
 - (c) other action be taken.

- 180.15 The head of service after considering the report from the Commissioner for Public Administration may:
- (a) accept any or all of the report's recommendation(s) and take such action as necessary to implement the recommendations; or
 - (b) not accept the report's recommendations and confirm the original action.
- 180.16 If the head of service does not accept the recommendations of the Commissioner for Public Administration under subclause 180.14 the head of service will:
- (a) provide written reasons to the Commissioner for Public Administration for not accepting the recommendations; and
 - (b) Provide the appellant within fourteen calendar days with written reasons for not accepting the recommendations.
- 180.17 If the head of service does not accept the recommendations of the Commissioner for Public Administration under subclause 180.14, the Commissioner may report on this outcome in the Commissioner's annual report.

181. COSTS

- 181.1 The Territory will not be liable for any costs associated with representing an applicant in these procedures.

182. RIGHT OF EXTERNAL REVIEW

- 182.1 The employee or the employee's union or other representative on the employee's behalf, may seek a review by FWC of a decision of the head of service under subclause 180.12 or subclause 180.15.
- 182.2 The FWC will be empowered to resolve the matter in accordance with the powers and functions set out in Clause 163 of this Agreement. The decision of the FWC will be binding subject to any rights of appeal against the decision to a Full Bench in accordance with subclause 163.15.

Section S – Redeployment/Redundancy

183. APPLICATION

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

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

184. DEFINITIONS OF 'EXCESS OFFICER' AND 'POTENTIALLY EXCESS OFFICER'

184.1 **'Excess officer'** means an officer who has been notified in writing by the head of service that he or she is excess to an ACTPS Directorate's requirements because:

- (a) the officer is included in a class of officers employed in an ACTPS Directorate, which class comprises a greater number of officers than is necessary for the efficient and economical working of the Directorate; or
- (b) 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.

184.2 **'Potentially excess officer'** means an officer who is likely to become actually excess in a foreseeable space of time.

185. CONSULTATION FOR REDEPLOYMENT AND REDUNDANCY

185.1 Where it appears to the head of service that a position is likely to be either potentially or actually excess to an ACTPS Directorate's requirements, and prior to any individual employee(s) being identified, the head of service will, at the earliest practicable time, advise and discuss with the unions the following issues (as appropriate in each case):

- (a) the number and classification of officers in the part of the Directorate affected;
- (b) the reasons an officer is or officers are likely to be excess to requirements;
- (c) 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;
- (d) the number, classification, location and details of the officers likely to be excess;
- (e) the number and classification of officers expected to be required for the performance of any continuing functions in the part of the Directorate affected;
- (f) measures that could be taken to remove or reduce the incidence of officers becoming excess;
- (g) redeployment prospects for the officers concerned;
- (h) the appropriateness of using voluntary retirement; and
- (i) whether it is appropriate for involuntary retirement to be used if necessary.

185.2 No information that would identify any individual officers will be provided by the head of service under this Section.

- 185.3 The discussions under subclause 185.1 will take place over such time as is reasonable, taking into account the complexity of the restructuring and need for potential excess officer situations to be resolved quickly. Any use of involuntary retirement will be agreed between the head of service and the union(s) at this stage and will not be used without the written agreement of the head of service and the union(s).
- 185.4 Except where a lesser period is agreed between the head of service and the officer, an officer will not, within 1 (one) month after the unions have been advised under subclause 185.1, be invited to volunteer for retirement nor be advised in writing that he or she is excess to the relevant Directorate's requirements.
- 185.5 The head of service will comply with the notification and consultation requirements for trade unions and Centrelink about terminations set out in the *FW Act*.

186. INFORMATION PROVIDED TO THE OFFICER

Informal Advice

- 186.1 At the point where individual employees can be identified, the head of service will advise the officer(s) that a position(s) is likely to become excess and that the employee may be affected. In that advice the officer(s) will also be advised that the officer may be represented by a union or other employee representative at subsequent discussions. The head of service will discuss with the officer(s) and, where chosen, the union or other employee representative(s) the issues dealt with in subclause 185.1 (Consultation for Redeployment and Redundancy), (a) through (i) (as appropriate in each case).
- 186.2 The head of service will, at the first available opportunity, inform all officers likely to be affected by excess staffing situation of the terms and operation of this Section.

Formal Notification

- 186.3 The notification of an officer's potentially excess status will only be given when the consultation required under subclause 185.1 (Consultation for Redeployment and Redundancy) and the consultation required under subclause 186.1 has taken place. Following such consultation, where the head of service is aware that an officer is potentially excess, the head of service will advise the officer in writing.
- 186.4 To allow an excess officer to make an informed decision on whether to submit an election to be voluntarily retired, the officer must have access to advice on:
- (a) the sums of money the officer would receive by way of severance pay, pay instead of notice, and paid up leave credits; and
 - (b) the career transition/development opportunities within the ACTPS.
- The officer should also seek independent advice on:
- (a) the amount of accumulated superannuation contributions;
 - (b) the options open to the officer concerning superannuation; and
 - (c) the taxation rules applicable to the various payments.
- 186.5 The relevant Directorate will supplement the costs of independent, accredited financial counselling incurred by each officer who has been offered voluntary redundancy up to a maximum of \$1000. The head of service will authorise the accredited financial counsellors to invoice the relevant Directorate directly.

187. VOLUNTARY REDUNDANCY

- 187.1 At the completion of the discussions in accordance with Clause 185, the head of service may invite officers to elect to be made voluntarily redundant under this clause.
- 187.2 Where the head of service invites an excess officer to elect to be made voluntarily redundant, the officer will have a maximum of one calendar month from the date of the offer in which to advise the head of service of his or her election, and the head of service will not give notice of redundancy before the end of the one month period.
- 187.3 Subject to subclause 187.4, where the head of service approves an election to be made redundant and gives the notice of retirement in accordance with the *Public Sector Management Act*, the period of notice will be one month, or 5 (five) weeks if the officer is over 45 years old and has completed at least 2 (two) years' continuous service.
- 187.4 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 187.3, and the officer will be paid instead of pay for the unexpired portion of the notice period.

Severance Benefit

- 187.5 An officer who elects to be made redundant in accordance with this clause will be entitled to be paid either of the following, whichever is the greater:
- (a) a sum 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 will be 48 weeks pay; or
 - (b) 26 weeks pay.
- 187.6 For the purpose of calculating any payment instead of notice or part payment thereof, the pay an officer would have received had the officer been on annual leave during the notice period, or the unexpired portion of the notice period as appropriate, will be used.
- 187.7 For the purpose of calculating payment under subclause 187.5:
- (a) where an officer has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which he or she receives notice of retirement, the pay level will be the officer's pay in such higher position at that date;
 - (b) where an officer has, during 50% or more of pay periods in the 12 months immediately preceding the date on which he or she receives notice of retirement, been paid a loading for shiftwork or is paid a composite pay, the weekly average amount of shift loading received during that 12 month period will be counted as part of 'weeks pay';
 - (c) the inclusion of other allowances, being allowances in the nature of pay, will be subject to the approval of the head of service.
- 187.8 Where a redundancy situation affects a number of officers engaged in the same work at the same level, elections to be made redundant may be invited.
- 187.9 Nothing in this Agreement will prevent the head of service inviting officers who are not in a redundancy situation to express interest in voluntary redundancy where such redundancies would permit the redeployment of potentially excess and excess officers who do not wish to accept voluntary redundancy.

188. REDEPLOYMENT

- 188.1 Redeployment of potentially excess and excess officers will be in accordance with the officer's experience, ability and, as far as possible, the officer's career aspirations and wishes.
- 188.2 The head of service will consider potentially excess and excess officers from other ACTPS agencies in isolation for vacancies at the officer's substantive level.
- 188.3 Excess officers (potential or actual) have absolute preference for transfer to positions at the officer's substantive level and must be considered in isolation from other applicants for any vacancy within the ACTPS. An excess officer need only be found suitable, or suitable within a reasonable time (generally three to six months) to be transferred to the position. For the purposes of this clause substantive level means the same classification or a classification where the maximum pay does not exceed the top increment of the officer's current classification by more than 10%.
- 188.4 The head of service will make every effort to facilitate the placement of an excess officer within the Service.
- 188.5 The head of service will arrange reasonable training, which would assist the excess officer's prospects for redeployment.
- 188.6 The head of service will provide appropriate internal assistance and career counselling and assist as necessary with the preparation of job applications.
- 188.7 An excess officer who does not accept voluntary redundancy is entitled to a 7 (seven) month retention period.
- 188.8 The retention period will commence:
- (a) on the day the officer is advised in writing by the head of service that he or she is an actually excess officer; or
 - (b) 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;
- whichever is the earlier.
- 188.9 The head of service may reduce the officer in classification and place the officer in a specific position in their Directorate, where the officer:
- (a) i. was found unsuitable in a merit selection process for three separate positions; or
ii. has not applied for at least three separate positions, for which the officer could reasonably be expected to be qualified to perform, either immediately or in a reasonable time; and
 - (b) cannot be placed in gainful employment at the officer's substantive level at the end of the retention period, and
 - (c) the officer agrees.
- 188.10 The agreement of the officer to be reduced in classification as required in paragraph 188.9(c) will not be unreasonably withheld.
- 188.11 Despite the above, if, at the end of the retention period, the head of service is of the opinion that there is insufficient productive work available for the excess officer, the head of service may, subject to the agreement of the officer, such agreement not to be unreasonably withheld, reduce the officer in classification in order to place the officer in a specific position in the ACTPS.

- 188.12 An excess officer will not be reduced in classification if he or she has not been invited to elect to be voluntarily retired with benefits, or has made such an election and the head of service refuses to approve it.
- 188.13 Where the head of service proposes to reduce an excess officer's classification, the officer will be given no less than four weeks' notice of the action proposed; or 5 (five) weeks if the officer is over 45 years old and has completed at least 2 (two) years of continuous service. This notice period will, as far as practicable, be concurrent with the 7 (seven) month retention period.

189. INVOLUNTARY RETIREMENT

- 189.1 An excess officer may be made involuntarily redundant, subject to the agreement of the union(s).
- 189.2 This clause applies to excess officers who are not:
- (a) retired with consent;
 - (b) redeployed to another position; or
 - (c) reduced in classification.
- 189.3 An officer may be involuntarily retired subject to the agreement of the union, such agreement not to be withheld if; during or after six months from the date the officer was declared excess, the officer:
- (a) does not accept a transfer in accordance with Section 83 of the *Public Sector Management Act*; or
 - (b) has refused to apply for, or be considered for, a position for which the officer could reasonably be expected to be qualified to perform, either immediately or in a reasonable time.
- 189.4 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.
- 189.5 An excess officer will not be involuntarily retired if he or she has not been invited to elect to be voluntarily retired with benefits, or has made such an election and the head of service refuses to approve it.
- 189.6 Where the head of service involuntarily retires an excess officer, the officer will be given no less than four weeks' notice of the action proposed; or 5 (five) weeks if the officer is over 45 years old and has completed at least 2 (two) years of continuous service. This notice period will, as far as practicable, be concurrent with the 7 (seven) month retention period.

190. INCOME MAINTENANCE PAYMENT

- 190.1 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 declaration of excess, will be considered to have the higher pay rate.
- 190.2 This pay will be known as the income maintenance pay. The income maintenance pay, where applicable, will be used for the calculation of all conditions and entitlements under this clause.
- 190.3 The income maintenance pay exists for the retention period or the balance of the retention period.
- 190.4 If an officer is involuntarily retired, the entitlements, including paying out the balance of the retention periods, where applicable, will be calculated on the income maintenance pay rate. If an officer is involuntarily retired during the retention periods the officer's date of retirement is the date that the officer would have retired after the retention period ceased, not the date of the involuntary retirement. All final entitlements will be calculated from the latter date.

- 190.5 If an officer is involuntarily reduced in classification during the retention period, the officer will be entitled to be paid at the income maintenance pay rate for the balance of the retention period.
- 190.6 All allowances in the nature of pay will be included in determining the income maintenance pay rate.

191. LEAVE AND EXPENSES TO SEEK EMPLOYMENT

- 191.1 At any time after the officer has been advised under subclause 186.3 of being potentially excess, the officer is entitled to paid leave to seek alternative employment. Leave granted under this clause will be for periods of time to examine the job and to attend interviews. Reasonable travelling time will also be granted.
- 191.2 The officer will be entitled to any reasonable fares and other incidental expenses if these are not met by the prospective employer.

192. USE OF PERSONAL LEAVE

- 192.1 The use of personal leave will not extend the retention periods of an officer unless these periods are supported by a medical certificate and/or are of such a nature as to make the seeking of employment during certificated personal leave inappropriate.
- 192.2 An officer who is receiving income maintenance will have those payments continued during certificated personal leave periods of up to a total of 6 (six) months.

193. APPEALS

- 193.1 Without affecting the officer's rights under the *Fair Work Act*, an excess officer has the right under Section R (Appeal Mechanism) to appeal any decision taken in relation to the officer's eligibility for benefits under Clauses 187 (Voluntary Redundancy) and 188 (Redeployment), the amount of such benefits, or the amount payable by way of income maintenance under Clause 190 (Income Maintenance Payment).
- 193.2 An excess officer has the right under Section R (Appeal Mechanism) to appeal against the giving, in accordance with Clauses 188 (Redeployment) and 189 (Involuntary Retirement), of a notice of redundancy or notice of reduction in classification.

194. AGREEMENT NOT TO PREVENT OTHER ACTION

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

195. RE-ENGAGEMENT OF PREVIOUSLY RETRENCHED OFFICERS

- 195.1 Despite the *PSM Act*, officers who are involuntarily retired from the ACTPS can be engaged at any time by the head of service without the written consent of the Commissioner for Public Administration.
- 195.2 Officers who elect to be made voluntarily redundant under Clause 187 (Voluntary Redundancy) cannot be re-engaged in the ACTPS within two years of the date of the officers separation from the ACTPS, except with the written consent of the Commissioner for Public Administration.

Section T – Medically Unfit Staff

196. TRANSFER OF MEDICALLY UNFIT STAFF

- 196.1 This clause does not apply to casual employees.
- 196.2 A medically unfit employee is an employee who is considered by the head of service, in accordance with paragraph (a) of sub-Section 143(1) of the *Public Sector Management Act*, to be an employee who is unable to perform duties appropriate to the employee's classification because of physical or mental incapacity.
- 196.3 Despite the provisions of sub-Sections 56(3) and 65(1) of the *Public Sector Management Act*, a medically unfit employee may, by agreement with the employee, be transferred to any position within the employee's current skill level and experience, the classification of which has a maximum rate of pay which does not vary from the top increment of the employee's classification by more or less than 10%.
- 196.4 An employee will not be redeployed in accordance with subclause 196.3 unless there is no suitable vacant position at the employee's substantive classification within their Directorate.
- 196.5 In considering any proposed transfer under this clause, the employee may be represented by the employee's union or other employee representative.

Section U – Management of Government Initiated Transfers

197. GAINING EMPLOYEES

- 197.1 Despite anything to the contrary in the *Public Sector Management Act*, this Section applies where a Directorate:
- (a) gains the holder of an office (a new employee) who has been transferred under Section 15(5) of the *Public Sector Management Act*; or
 - (b) gains an employee (a new employee) under Section 16(2) of the *Public Sector Management Act*; or
 - (c) gains an unattached officer (a new employee) under Section 119 of the *Public Sector Management Act*; or
 - (d) gains an employee (a new employee) as a result of a management initiated transfer or transfer arising from changes to the Administrative Arrangement Orders.
- 197.2 Subject to subclauses 197.3 and 197.4 the terms and conditions of this Agreement will apply to the new employee.
- 197.3 In applying the terms and conditions of this Agreement to a new employee, the head of service will determine, following transfer of the employee to this Directorate, the pay and classification of the new employee according to the following principles:
- (a) the head of service will determine the new employee's classification (called the 'new classification') for the purposes of this Agreement and the conditions of employment (excluding pay) will be solely in accordance with the conditions applicable to that classification under this Agreement with accrued entitlements being preserved in accordance with Clause 198 (Preservation of Accrued Entitlements);
 - (b) if the employee's current pay (after any necessary adjustments required by Clause 198 (Preservation of Accrued Entitlements) is within the range of salaries for the new classification, the employee will continue to receive that pay;
 - (c) if the lowest pay in the range of salaries applicable to the new classification is higher than the new employee's current pay, the employee's pay will be increased to the lowest pay applicable to the new classification or the appropriate relativity in the new incremental range;
 - (d) if the highest pay in the range of salaries applicable to the new classification is less than what the new employee is currently being paid then:
 - i. the employee's pay will be frozen at its current level; and
 - ii. despite anything to the contrary in this Agreement, the employee will not receive any increase in pay unless and until the highest pay applicable to the employee's classification under this Agreement equals or exceeds the employee's current pay, at which time the employee will receive the highest pay applicable to the employee's classification under this Agreement together with any future increases under this Agreement.
- 197.4 The provisions of the *Public Sector Management Act* dealing with promotions or transfers do not apply to anything done in connection with the implementation of this Section. In particular any increase in a new employee's salary or classification is deemed not to be a promotion and does not require the new employee's position to be advertised.

198. PRESERVATION OF ACCRUED ENTITLEMENTS

- 198.1 New employees will not lose the benefit of accrued entitlements upon joining the Directorate. Accordingly, the new employee's overall level of accrued entitlements will be preserved according to the following principles:
- (a) where the accrued entitlements are consistent with this Agreement, these entitlements will be preserved but may only be accessed in a manner consistent with the provisions of this Agreement;
 - (b) where the accrued entitlements are not consistent with the Agreement and/or cannot be accessed in a manner consistent with this Agreement then these entitlements will be converted into entitlements or benefits consistent with this Agreement at the discretion of the head of service in consultation with the employee.
- 198.2 This clause must be implemented in such a way that an employee is no worse off in terms of the overall level of accrued entitlements.

199. ESTABLISHMENT OF A NEW ACTPS DIRECTORATE

- 199.1 If a new ACT Government Directorate is established the terms and conditions of this Agreement will apply for twelve months from the establishment of the new Directorate or for seven days after an enterprise agreement for the new Directorate is approved by the FWC, whichever occurs first, to the following:
- (a) an officer who occupies an office in this Directorate that is transferred to the new Directorate under machinery of government, management or government initiated changes; or
 - (b) an employee or unattached officer in this Directorate who is transferred to the new Directorate under machinery of government, management or government initiated changes; or
 - (c) an officer or employee in this Directorate who is appointed to or engaged in an office that was transferred to the new Directorate under machinery of government changes; or
 - (d) an officer or employee in this Directorate who is engaged in a new office created by the new Directorate, where the officer or employee is engaged in one of the classifications in Schedule 1 of this Agreement.
- 199.2 If an office is established in a new Directorate, the terms and conditions of this Agreement will apply:
- (a) to an occupant of that office if it was established to support functions and/or matters that had been performed by this Directorate before the establishment of the new Directorate;
 - (b) for twelve months from the establishment of the new Directorate or seven days after an enterprise agreement for the new Directorate is approved by the FWC, whichever occurs first.

200. APPEAL RIGHTS

- 200.1 The new employee may seek a review under Section Q (Internal Review Procedures) of this Agreement about decisions made under this Section affecting the employee's terms and conditions of employment in the new Directorate.

Section V – Other Employment Matters

201. CONTINUITY OF CARE MIDWIFERY MODEL (CCM)

201.1 The special terms and conditions of employment for the Canberra Midwifery Program are set out at Schedule 3 of this Agreement.

202. SCHOOL NURSES

202.1 The special terms and conditions of employment for School Nurses are set out at Schedule 4 of this Agreement.

203. LEGAL SUPPORT

203.1 Where an employee is directed or legally obliged to take part in legal proceedings arising directly from the lawful discharge of their duties the ACTPS will provide support, assistance and representation, as necessary, at no cost to the employee.

203.2 Under this Section, legal proceedings are those occurring in relation to:

- (a) coronial inquests;
- (b) medical/professional malpractice or medical/professional negligence allegations; or
- (c) formal industrial and employment matter proceedings other than those instituted by the employee or against the employee by the Government.

203.3 However, it is agreed that where an employee is involved in legal proceedings as a result of their own misconduct or as a result of criminal charges being laid against them, the ACTPS does not have a responsibility to provide support or assistance to the employee.

204. IT RESOURCES

204.1 The Directorates are committed to equitable access to IT resources and training to enable employees to function within the program and to support efficient workflow.

204.2 The Directorates will consult with employees and their nominated representatives on any proposed changes to information technology including any proposed changes to hardware and software. This consultation will incorporate a staff impact analysis and planned training programs.

205. CAR PARKING

205.1 For the life of this Agreement, the Directorates will continue to provide free car parking for employees of The Canberra Hospital and Calvary Health Care.

206. ACCESS TO GOVERNMENT MOTOR VEHICLES TO MEET OPERATIONAL NEED FOR CLIENT SERVICE DELIVERY

206.1 The use of ACT Government vehicles is not an entitlement; rather access to ACT Government vehicles will be made available to employees in accordance with official policy, to facilitate the provision of services to clients of the Health Directorate.

206.2 The ACTPS will consult with employees and their union on improving the equity issues when deploying official vehicles.

206.3 If an ACTPS employee does not have access to an ACT Government motor vehicle due to a change in their work allocation on that day(s) and needs to deliver a client service then, the manager/supervisor will ensure that the employee can travel to the allocated place of work.

Alternatively the manager/supervisor will allocate sufficient taxi vouchers to ensure the employee can return to their base or initial place of work.

206.4 The head of service may approve use of own vehicle in accordance with *PSM Standards*.

207. TEMPORARY RESIDENTIAL ACCOMMODATION ON CAMPUS

207.1 Subject to availability, and with genuine endeavour, the Directorates will continue to provide temporary residential accommodation on campus for employees on the following basis:

- (a) new recruits while waiting to finalise alternative accommodation; and
- (b) overnight or weekly accommodation for employees who live in a remote location whilst rostered to work and/or on-call.

SCHEDULE 1

NURSING AND MIDWIFERY CLASSIFICATIONS AND RATES OF PAY

	Current Rates of Pay	1/07/2013 3% or 2,550	1/07/2014 1.50%	1/04/2015 1.50%	1/10/2015 1.50%	1/04/2016 1.50%	1/10/2016 1.50%	1/04/2017 1.50%
Assistant in Nursing								
Year 1	42,160	44,710	45,381	46,061	46,752	47,454	48,165	48,888
Year 2	43,674	46,224	46,917	47,621	48,335	49,060	49,796	50,543
Enrolled Nurse Level 1								
Year 1	50,160	52,710	53,501	54,303	55,118	55,944	56,784	57,635
Year 2	51,063	53,613	54,417	55,233	56,062	56,903	57,756	58,623
Year 3	51,963	54,513	55,331	56,161	57,003	57,858	58,726	59,607
Year 4	52,864	55,414	56,245	57,089	57,945	58,814	59,697	60,592
Year 5	53,766	56,316	57,161	58,018	58,888	59,772	60,668	61,578
Enrolled Nurse Level 2								
	54,667	57,217	58,075	58,946	59,831	60,728	61,639	62,564
Registered Nurse Level 1								
Year 1	55,567	58,117	58,989	59,874	60,772	61,683	62,609	63,548
Year 2	57,825	60,375	61,281	62,200	63,133	64,080	65,041	66,017
Year 3	60,311	62,861	63,804	64,761	65,732	66,718	67,719	68,735
Year 4	63,265	65,815	66,802	67,804	68,821	69,854	70,901	71,965
Year 5	66,220	68,770	69,802	70,849	71,911	72,990	74,085	75,196
Year 6	69,173	71,723	72,799	73,891	74,999	76,124	77,266	78,425
Year 7	72,129	74,679	75,799	76,936	78,090	79,262	80,450	81,657
Year 8	75,084	77,634	78,799	79,980	81,180	82,398	83,634	84,888

	Current Rates of Pay	1/07/2013 3% or 2,550	1/07/2014 1.50%	1/04/2015 1.50%	1/10/2015 1.50%	1/04/2016 1.50%	1/10/2016 1.50%	1/04/2017 1.50%
Registered Nurse Level 2								
Year 1	78,157	80,707	81,918	83,146	84,394	85,659	86,944	88,249
Year 2	79,770	82,320	83,555	84,808	86,080	87,371	88,682	90,012
Year 3	81,380	83,930	85,189	86,467	87,764	89,080	90,416	91,773
Year 4	82,990	85,540	86,823	88,125	89,447	90,789	92,151	93,533
Registered Nurse Level 3 Grade 1								
Year 1	89,834	92,529	93,917	95,326	96,756	98,207	99,680	101,175
Year 2	91,684	94,435	95,851	97,289	98,748	100,229	101,733	103,259
Year 3	93,531	96,337	97,782	99,249	100,737	102,249	103,782	105,339
Registered Nurse Level 3 Grade 2	101,556	104,603	106,172	107,764	109,381	111,021	112,687	114,377
Nurse Practitioner	108,756	112,019	113,699	115,404	117,136	118,893	120,676	122,486
Registered Nurse Level 4 Grade 1	101,556	104,603	106,172	107,764	109,381	111,021	112,687	114,377
Registered Nurse Level 4 Grade 2	108,756	112,019	113,699	115,404	117,136	118,893	120,676	122,486
Registered Nurse Level 4 Grade 3	115,948	119,426	121,218	123,036	124,882	126,755	128,656	130,586
Registered Nurse Level 5 Grade 1	101,556	104,603	106,172	107,764	109,381	111,021	112,687	114,377

	Current Rates of Pay	1/07/2013 3% or 2,550	1/07/2014 1.50%	1/04/2015 1.50%	1/10/2015 1.50%	1/04/2016 1.50%	1/10/2016 1.50%	1/04/2017 1.50%
Registered Nurse Level 5 Grade 2	108,756	112,019	113,699	115,404	117,136	118,893	120,676	122,486
Registered Nurse Level 5 Grade 3	115,948	119,426	121,218	123,036	124,882	126,755	128,656	130,586
Registered Nurse Level 5 Grade 4	124,173	127,898	129,817	131,764	133,740	135,746	137,783	139,849
Registered Nurse Level 5 Grade 5	138,572	142,729	144,870	147,043	149,249	151,488	153,760	156,066
Registered Nurse Level 5 Grade 6	152,967	157,556	159,919	162,318	164,753	167,224	169,733	172,279

1. Introduction

- 1.1 This section sets out the Framework that applies to both individual Attraction and Retention Incentives (ARIn) and to ARIn for groups of employees.
- 1.2 This Framework may be accessible to all employees (other than casual employees) in all classifications covered by this Agreement, in accordance with the terms of this Framework.
- 1.3 A Director-General may, subject to paragraph 1.4, enter into an ARIn with an employee for a specified period of time or for a specific project and the ARIn may be varied by agreement between the Director-General and the employee.
- 1.4 A Director-General may only enter into, or vary, an ARIn following the provision of a written submission to the Head of Service, addressing the criteria in paragraph 5.1.
- 1.5 In this Framework, a reference to position, employee, occupant or union includes positions, employees, occupants or unions.

2. Approval

- 2.1 An ARIn may only be agreed and approved in accordance with this Framework.
- 2.2 The Director-General may only approve an ARIn if the Director-General is satisfied that the position and the employee occupying the position meet the ARIn eligibility criteria set out in paragraph 5.1 of this Framework.
- 2.3 Prior to any ARIn being agreed, the Director-General must discuss the proposed terms of the ARIn with the employee who is currently occupying the position or who is to occupy the position. In these discussions, the employee may invite a union or other employee representative to assist the employee.
- 2.4 An ARIn must not be agreed where it would result, when assessed as a whole, in a reduction in the overall terms and conditions of employment provided for the employee under this Agreement or provide terms and conditions that are, in a particular respect, less favourable than the National Employment Standards or the rates of pay set in this Agreement for the same work at the same classification level.
- 2.5 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(s) about the proposed change. In consulting with the union(s), the Director-General will:
- (a) provide the union(s) with relevant information about the position and the proposed change;
 - (b) give the union(s) a reasonable opportunity to consider this information and, if the union(s) wishes, provide written views to the Director-General within seven days; and
 - (c) take into account any views of the union(s) and provide a written response before deciding to enter into or vary the ARIn.

Information that the Director-General provides to the union(s) under paragraph 2.5 (a) will not include information that might directly or indirectly disclose the identity of the particular employee.

- 2.6 At any time following the conclusion of the consultation required under paragraph 2.5, the Director-General and the employee may agree on the terms of an ARIn to apply to the

position that the employee occupies.

2.7 The terms and conditions of employment of this Agreement will continue to form the principal basis for employees covered by this Agreement. Accordingly, where an ARIn applies to an employee, the terms and conditions of the employee is a combination of:

- (a) the terms and conditions contained in this Agreement; and
- (b) the terms and conditions contained in the ARIn.

2.8 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.

3. Application

3.1 The ARIn will commence from the date specified in the ARIn.

3.2 The ARIn will cease to operate when this Agreement is replaced by a further enterprise agreement unless:

- (a) the ARIn ceases to operate at an earlier time in accordance with the provisions of this Framework; or
- (b) the ARIn continues to operate under the provisions in the replacement enterprise agreement.

3.3 Subject to this Framework, the ARIn will operate while the employee continues to be the occupant of the position identified in the ARIn.

3.4 Subject to this Framework, the ARIn will cease to apply to the employee where:

- (a) the Director-General determines, following a review provided for under paragraph 7 of this Framework, the ARIn should no longer apply to the position; or
- (b) the employee vacates the position identified in the ARIn including when the employee agrees to go unattached or is temporarily transferred to another position.

3.5 Notwithstanding paragraphs 3.3 and 3.4, the ARIn will automatically cease to apply to the employee after fifteen months unless the ARIn is reviewed and either extended or renewed.

3.6 Where an employee party to an ARIn temporarily vacates the position and another employee is selected to act in the position, the Director-General may, upon the provision of a submission to the Head of Service, determine the ARIn applies to the employee who is acting in the position.

3.7 Subject to paragraph 3.8, an ARIn will continue to operate under the enterprise agreement of the gaining Directorate where there is a transfer of a position arising from:

- (a) machinery of Government changes; or
- (b) management initiated changes; or
- (c) changes to the Administrative Arrangement Orders.

3.8 An ARIn will continue to operate in accordance with paragraph 3.7 only where the position and the occupant continue to meet the ARIn eligibility criteria.

3.9 If following Machinery of Government or management initiated changes, the position or the occupant of the position cease to meet the eligibility criteria, the ARIn will cease to operate.

- 3.10 The Director General must provide the employee with a minimum of 90 days (or less if agreed by the employee) written notice before the ARIn ceases to operate under paragraph 3.4(a).

4. Deeming

- 4.1 Subject to paragraph 4.2, a Special Employment Arrangement (SEA) that applied to an employee covered by this Agreement on the date the Agreement commenced operation will be deemed to continue to operate under this Agreement, either:

- (a) in its current terms; or
- (b) subject to such variations that are agreed between the Director General and the employee concerned and the provision of a submission to the Head of Service, provided:
- (c) the SEA had either commenced, or been reviewed, within 12 months preceding the date this Agreement commenced operation; or
- (d) a review of the SEA has begun (within 12 months preceding the date this Agreement commenced operation) but was not completed when this Agreement replaced the previous enterprise agreement.

For paragraph 4.1(a) or (b) above, the terms and conditions of this Agreement, with the exclusion of pay increases under subclause 10.2 of this Agreement, will apply as if the SEA had been made under this Agreement.

- 4.2 Despite paragraph 4.1, the Director General and the employee to whom an SEA applied under the previous enterprise agreement may, subject to the provision of a submission to the Head of Service, agree to enter into an ARIn in accordance with this Framework.

5. Eligibility Criteria

- 5.1 In determining whether an ARIn should apply to a position, the Director-General and head of service will take into account the following criteria:

- (a) the position is critical to the operation of the Directorate or to a business unit in the Directorate;
- (b) an employee who occupies the position requires specialist qualifications or specialist or high level skills;
- (c) the skills required by the employee who occupies the position are in high demand in the marketplace;
- (d) the position would incur significant costs to replace.

- 5.2 In considering paragraph 5.1(c), the Director-General and Head of Service must take into account relevant market data.

- 5.3 Where an Australian Workplace Agreement is terminated, the position that the employee who was a party to the Australian Workplace Agreement occupies will be deemed to have met the eligibility criteria at paragraph 5.1.

6. Scope of an Attraction and Retention Incentive

- 6.1 An ARIn may contain:

- (a) enhanced pay rates;
- (b) provision for privately plated vehicles where the Director-General and Head of Service considers there is a clear, unambiguous and exceptional need;

- (c) other terms and conditions of employment where the Director-General and Head of Service considers there is a clear, unambiguous and exceptional need;
 - (d) in the case where an Australian Workplace Agreement is terminated, the terms and conditions of employment that were contained in the Australian Workplace Agreement.
- 6.2 Should the Director-General consider 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 apply to the Head of Service for approval to do so.
- 6.3 An application to the Head of Service under paragraph 6.2 must include relevant and appropriate market data as well as an explanation of why the Director-General considers that there is a need to pay above 50%.
- 6.4 In assessing whether an ARIn should be paid to any employee, the Director-General and Head of Service will give particular consideration to the consequences the granting of the ARIn may have on the Territory's ability to recruit and/or retain executive positions.
- 6.5 The rates of pay component of an ARIn counts 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 on a pro-rata basis.
- 6.6 Normal incremental advancement will continue to apply in relation to the base rate of pay of the employee.
- 6.7 The pay component of an ARIn is payable by fortnightly instalment.
- 6.8 Notwithstanding paragraph 6.7, the pay component of an ARIn, or part thereof, may be paid as a lump sum subject to the condition that this is agreed in advance and is not directly linked to performance.
- 6.9 The terms of the ARIn must contain provisions:
 - (a) setting out the level of the employee's base rate of pay;
 - (b) setting out the pay component, any other terms and conditions of employment that are to apply under the ARIn, and the total dollar value of the ARIn;
 - (c) stating that the terms and conditions of the employee will revert to the applicable rates of pay and terms and conditions of employment under this Agreement in the event the ARIn ceases to operate or is terminated; and
 - (d) containing the terms of this Framework.

7. Review of an Attraction and Retention Incentive

- 7.1 The Director-General must review an ARIn at least annually from the date of the signing of the ARIn to determine whether it should continue to operate.
- 7.2 In addition, the Director-General must also review an ARIn where:
 - (a) the position is no longer critical to the operation of the Directorate or business unit in the Directorate; or
 - (b) the employee no longer holds the required specialist qualifications.
- 7.3 In reviewing the ARIn, the Director-General must consider whether the position and the employee who occupies the position continue to meet the ARIn eligibility criteria. The Director-General must take into consideration relevant market data when reviewing an ARIn.

- 7.4 The Director-General will consult with the employee party to the ARIn when undertaking a review. In these consultations, the employee may invite a union or other employee representative to assist the employee.
- 7.5 Subject to paragraph 7.6, if following the conclusion of the review under paragraph 7.1 or 7.2, and the consultation required under paragraph 7.4 the Director-General:
- (a) concludes from the review that the position and employee who occupies the position continue to meet the ARIn eligibility criteria, the ARIn will continue to apply to the employee; or
 - (b) considers that the terms of the ARIn should be varied to reflect relevant changes, the ARIn will be varied accordingly.
- 7.6 An action under paragraph 7.5 is subject to the Director-General providing a written submission to the Head of Service that the ARIn continue, or be varied.
- 7.7 If, following the conclusion of the consultation required under paragraph 7.4 the Director-General concludes from the review that the position or the employee who occupies the position do not meet the ARIn eligibility criteria, the ARIn will, subject to subclause 7.9, cease to operate.
- 7.8 To avoid doubt, in the case of ARIns for a group of employees, paragraph 7.7 will not affect the ARIns of those employees in the group that continue to meet the ARIn eligibility criteria.
- 7.9 The Director-General must provide the employee with a minimum of 90 days written notice, or less if agreed by the employee, before the ARIn ceases to operate under paragraph 7.7 or is varied under paragraph 7.5(b).

8. Salary Sacrifice Arrangements

- 8.1 Remuneration and conditions 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.

9. Notification

- 9.1 The Director-General will provide information to the Chief Minister and Treasury Directorate about ARIns approved by the Director-General for employees in the Directorate during the reporting year, for inclusion in the State of the Service Report.
- 9.2 The Chief Minister and Treasury Directorate will provide regular reports to the union(s) on ARIns including details of the number, terms and classifications of all ARIns approved by Directorates.

10. Interpretation

- 10.1 In this Framework, unless the contrary intention appears:

'base rate of pay' in relation to an employee is the rate of pay payable under Schedule 1 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 varied following a review.

'Director-General' means the person occupying the position of Director-General of the relevant Directorate, or their nominated delegate.

'Head of Service' means the person occupying the position of Director-General of the

Chief Minister and Treasury Directorate and exercising the powers of the Head of Service.

'occupant' means an employee who occupies a position to which an ARIn applies.

'relevant market data' includes but is not limited to job sizing assessments, recruitment experience, market surveys and job advertisements. Where a job sizing assessment or market survey is used as relevant market data, the assessment or survey must be undertaken by a remuneration consultant or internal remuneration employee.

SCHEDULE 3

SPECIAL EMPLOYMENT CONDITIONS – CONTINUITY OF CARE MIDWIFERY MODEL

1. Introduction

- 1.1 These special employment conditions apply to midwives who are appointed to those areas utilising the CCM model of care, including the Canberra Midwifery Program (CMP), the Continuity of Care at the Canberra Hospital (CATCH), The Continuity Model of Care Service (CMCS) and the Clinical Midwife Managers (CMM) of those areas.
- 1.2 These special employment conditions do not apply to persons employed on a casual basis and employees temporarily engaged in, or redeployed to, the Program for a continuous period of four weeks or less.

2. Definitions

- 2.1 **CATCH** means the Continuity of Care at the Canberra Hospital (CATCH) midwifery model of care, is a CCM model of care, and aims to provide women with midwifery continuity of care and the benefits that this entails and encompasses childbearing women of all risk factors. CATCH midwives offer midwifery care in the community clinics for antenatal care, Birthing (including Birth Centre) and postnatal care at home. ACT Residents only are eligible for care under the CATCH model.
- 2.2 **Clinical Midwife Manager** or **'CMM'** means the operational manager of an area utilizing the CCM, and whose role can include clinical, management, education and research components.
- 2.3 **Continuity of Midwifery Care Service or CMCS** – is a midwife-led service offered by Calvary Health Care ACT for pregnant women who have been assessed as 'low risk' and who are unlikely to require medical care for their antenatal, birth or postnatal periods.
- 2.4 **'CMP'** means the Canberra Midwifery Program.
- 2.5 **Continuity of Care Midwifery Model (CCM)** means a model of midwifery care that allows a pregnant woman to work in partnership with a midwife who provides care throughout the antenatal, labour and postnatal periods of pregnancy.
- 2.6 **"Midwife"** means a midwife registered with the Australian Health Practitioner Regulation Agency (AHPRA) to practice midwifery in the ACT, and who is employed in an area utilizing the CCM model of care.
- 2.7 **"DoNM"** means the Director of Nursing and Midwifery, Women and Children's Health.
- 2.8 **"Hours of attendance"** means the periods during which an employee attends for duty.

3. Program Development and Service Improvement

- 3.1 Improvements to services will be based on evaluating, maintaining and extending staff education, as defined by the Maternity Unit management, and identified development goals for each employee. Employees will possess Neonatal Advanced Life Support (NALS) and Advanced Life Support in Obstetrics (ALSO) qualifications on entry to the Program, or will be provided with the opportunity to acquire these qualifications within 12 months of commencing work in an area operating under the CCM.
- 3.2 The Directorates will cover the costs associated with their respective employees undertaking these courses and back fill will be provided if necessary to facilitate employees undertaking these courses.
- 3.3 Employees will be educated in, and perform, suturing in appropriate circumstances.

4. Level of Service

- 4.1 The Program outcome will equate to up to 40 births per FTE employee per year (excluding the contribution of the CMM), and will be dependent on the acuity and complexity of the client profile.
- 4.2 To achieve the target, approximately four clients per calendar month per FTE will be booked onto the Program. This takes account of clients who may exit the Program, for whatever reason, before the completion of 35 completed weeks' gestation.
- 4.3 Bookings will also take into account annual leave, personal leave and other duties. Where an employee, including those acting as CMM is scheduled to take leave or to perform work elsewhere in the Maternity Unit, no clients due to give birth during these times will be allocated to that midwife.
- 4.4 Part-time employees will contribute proportionately towards meeting a CCMs workload.
- 4.5 The CMM will not be required to take on a primary midwifery caseload, but may choose to do so only with the mutual agreement of the DoNM. Where the CMM does take on such a caseload, it will be no more than 7 births per year, according to the needs of the area, and will be dependent on the acuity and complexity of the client profile.
- 4.6 The number of bookings accepted will be the responsibility of the relevant Clinical Midwife Manager in consultation with the employees.
- 4.7 Where post-graduate student midwives are deployed to an area operating under the CCM, this is not counted towards the overall level of service.
- 4.8 Graduate midwives working in an area operating under the CCM as part of the Graduate Midwife Program are expected to undertake 75% of the equivalent FTE workload. This work is to be counted towards the overall level of the service. Payment for this work should be at a RN/RM Level 1.
- 4.9 To support the employees meeting the required level of service, an appropriate level of clerical support will be provided by a dedicated administrative/clerical support person.
- 4.10 Over the life of the agreement, data on the impact of risk and acuity will be collected, and ACT Health and Calvary Health Care will review the implications for outcomes and workload as described in 4.1 and 4.2 above.

5. Rates of Pay

- 5.1 The base rate of pay of employees will be the rate determined under this Agreement for a RN/RM Level 2 applicable at the highest increment point of the salary scale, as amended throughout the life of this Agreement.
- 5.2 The CMM appointed to the CMP is classified at RN/RM Level 3 or equivalent.
- 5.3 Graduate Midwives working in the program will be classified as RN/RM 1.

6. Salary Loadings

- 6.1 Employees will receive a salary loading of 40% additional to the base rate of pay as referred to in subclause 5.1. This is known as an annualised salary. The loading will be calculated as follows:
 - i) 35% until the first pay period commencing on or after 1 January 2014; and then
 - ii) 40% from the first pay period on or after 1 January 2014.

- 6.2 The base rate of pay is paid in lieu of payments under this Agreement, as specified in subclauses below.
- 6.3 A CMM who undertakes a minimum caseload of 3 births per year will receive a salary loading additional to the base rate of pay for their classification as referred to in subclause 5.2. The loading will be calculated as follows:
- i) 25% until the first pay period commencing on or after 1 January 2014; and then
 - ii) 30% from the first pay period on or after 1 January 2014.
- 6.4 The loading under this clause is paid in lieu of other payments under this Agreement, as specified in subclauses below.
- 6.5 Graduate Midwives working in an area operating under the CCM will receive a salary loading additional to the base rate of pay for their classification as referred to in subclause 5.3. The loading will be calculated as follows:
- i) 35% until the first pay period commencing on or after 1 January 2014; and then
 - ii) 40% from the first pay period on or after 1 January 2014.

7. Employment Conditions

- 7.1 Except as provided for in this Schedule, the provisions of this Agreement will apply to CCM midwives.
- 7.2 The following Agreement provisions will **not apply** to employees covered by this Schedule:

Section D – Allowances

- Clauses 48 and 50 On-Call and Close-Call Allowance
- Clause 51 Rest Breaks Following On-Call and Close-Call

Section E – Penalties

- Clause 54 Penalties - General
- Clause 55 Night Duty Penalty Rate
- Clause 57 12 Hour Shift Penalty Rates
- Clause 58 Public Holiday Penalties

Section J - Hours of Work

- Clause 76-77 Shiftwork
- Clause 78 12-hour Shifts
- Clause 79 Rostering Guidelines & Efficiencies
(Schedule 7, paragraphs 31-37 **do** apply)
- Clause 80 Rostering Practice
- Clause 81 Accrued Days Off
- Clause 82 Workload Management
- Clause 86 Meal Breaks
- Clause 89 Breaks from Ordinary Duty

Section K - Overtime

- Clause 97 Overtime Meal Allowance and Meal Tickets
- Clause 98 Rest Breaks After Performing Overtime
- Clause 100 Emergency Duty
- Clause 101 Absence From Duty in lieu of Payment of Overtime

- Clause 102 Rostered Extra Shifts Performed by P/T Employees

Section M – Leave

- Clause 120 Additional Leave for Employees Rostered On-Call and Recalled to Duty on a Sunday or Public Holiday (only)
- Clause 122 Annual Leave Loading

8. Hours of Attendance

- 8.1 Hours of attendance will be flexible and will be organised in consultation with the employee concerned, the team, and the CMM to meet the clinical requirements of the clients of an area operating under the CCM.
- 8.2 The flexible hours of attendance provided for under this clause allow an employee to accrue one hour of duty credit or debit. The employee and, the CMM have responsibility for ensuring that hours of attendance are organised so that excessive positive hours of duty balances and negative hours of duty balances are avoided.
- 8.3 Each employee will inform the CMM of any workload or excessive hours issues promptly so that alternative arrangements can be put in place. The employees and the CMM will ensure adequate breaks from work and a reasonable number of clear days off duty are taken. Excessive hours of duty credit/debit should be avoided and should eventually be balanced.
- 8.4 An employee will not exceed 12 hours continuous duty, or 12 hours total duty on any one day, other than by agreement between the midwife and the CMM involved. If an employee is fatigued after 8 hours of work, the employee and CMM will organise appropriate relief. The CMM or DoNM may direct a midwife who is fatigued to leave work, and direct another employee to perform the fatigued employee's duties.
- 8.5 As far as practicable, an employee shall have at least one break from duty of not less than 9 (nine) consecutive hours in each 24 hour period. An employee who has worked 12 hours will be afforded at least 10 (ten) hours break before attending again for duty.
- 8.6 As far as practicable, and subject to clinical requirements, all employees will have two clear days off each week, and full-time employee will have one additional day off duty, every four weeks. An employee will not generally be required to attend for duty on more than seven consecutive days.
- 8.7 Employees will receive their usual salary payment for the period if they are assigned to Delivery Suite or another non-CCM area in the Maternity Unit. However during this period they will work the usual roster that is required by the area to which they have been assigned.

9. Record of Attendance

- 9.1 Employees will record their actual hours of attendance in a manner determined by the ACTPS. Employees will also maintain a continuous record showing the difference (either positive or negative) between their actual hours of attendance and their standard hours of duty.
- 9.2 Each employee will record daily their working hours. Working hours will be reported to the CMM on a fortnightly basis.
- 9.3 Any difference between actual hours and standard hours across a four-week period will be regarded as the employee's hours of duty balance for the purposes onerous duty allowance.
- 9.4 The CMM will be responsible for workload management, to oversee the recording of hours by team members, and to report monthly to the Director of Nursing & Midwifery any potential overrun of additional hours which may extend beyond the twenty four hour positive hours of duty credit (for any full-time employee), in circumstances where time-off-in-lieu is unlikely to subsequently absorb

the additional hours. The CMM and employees will identify strategies for dealing with overrun of hours above the 24-hour positive hours of duty balance.

9.5 Subject to operational requirements, where a full-time employee's positive hours of duty credit exceeds twenty-four hours continuously, time-off-in-lieu must be given to clear the balance within the subsequent 12 weeks.

9.6 For the purpose of the record of attendance and the onerous duty allowance a part-time employee's hours of duty balance limits will be as follows:

Number of shifts per fortnight	Hours of duty balance limit
More than 7 days a fortnight	18 hours
5, 6 or 7 days a fortnight	12 hours
Up to 4 days a fortnight	6 hours

9.7 A negative hours of duty balance that exists at the time an employee ceases to work in an area covered by this schedule will be deducted from the employee's available annual leave credit.

9.8 Where operational requirements do not permit time-off-in-lieu, onerous duty allowance will be paid as below.

10. Onerous Duty Allowance

10.1 If at the completion of any four week period a **full-time employee** has a positive hours of duty credit that exceeds twenty four hours, and time off in lieu to reduce the balance to, or below, 24 hours cannot be scheduled in the next sixteen week period, the hours in excess of 24 hours will be paid an onerous duty allowance as set out in Schedule 9.

10.2 **Part-Time Employees** will be paid an onerous duty allowance:

- For hours in excess of those prescribed in subclause 9.6, but less than twenty-four hours, at the rate of 25%, additional to the hourly rate of pay.
- For all hours in excess of twenty-four, at the rates specified for full-time employees.

10.3 The rates of onerous duty allowance will increase in line with increases from time to time under this Agreement for a Registered Nurse Level 2 at the highest increment salary point.

10.4 Any excess of hours compensated for under this clause will be subtracted from the hours of duty balance referred to in record of attendance above.

10.5 If an employee ceases to be engaged in an area operating under the CCM, for whatever reason, payment will be made to the employee in accordance with subclause 10.1 of this Schedule.

11. Annual Leave

11.1 Employees will be eligible for seven weeks' annual leave per annum. This is to take account of being on call for Public Holidays and weekends.

11.2 Annual leave relief will be provided from within the Program.

11.3 A CMM will be eligible for five weeks' annual leave per annum and relief replacement will be organised. This is to take account of being on call for Public Holidays and weekends.

11.4 Annual leave will be negotiated and planned within the teams, taking into account the leave to be taken by the CMM, and be scheduled to minimise variations in staffing from month to month.

11.5 During annual leave:

- a) the salary loading provision contained in annualised salary loadings subclauses 6.1 to 6.4 of this Schedule will continue to be paid; and
- b) onerous duty allowance will not apply.

12. Personal Leave

- 12.1 The salary loading will continue to be paid for the first eighteen days of personal leave taken in any sick leave year, and at the base rate of pay for all leave thereafter.
- 12.2 Where employees take unscheduled personal leave, other members of the team will cover the work that would have been undertaken by that member of the team. Replacement staff will be provided in circumstances where an area operating under the CCM is unable to provide cover.
- 12.3 Where personal leave, planned or unplanned, is expected to extend beyond three days, the CMM will organise alternate relief provision with the appropriate manager.

13. Deductions from Leave Credits

- 13.1 Except in circumstances set out in subclause 13.2 of this Schedule, for the purpose of granting leave, and making any consequential adjustments to leave credits, full-time employees will be regarded as being notionally rostered for duty from 9.00am to 5.30pm, Monday to Friday. Part-time employees will be regarded as being notionally rostered for duty on weekdays during such hours as agreed.
- 13.2 Where an employee, rostered on-call, becomes unavailable for duty due to the requirements of personal leave, an alternate employee will perform recall duty in substitution of the employee originally rostered on-call. The employee accessing personal leave will be entitled to claim personal leave equal to the time worked by an alternate employee from an area operating under the CCM, or four hours in the case of a client referred to Delivery Suite.
- 13.3 No employee will be eligible to record more than a total of 38 hours of personal leave in any one-week period (with a proportionate restriction applying to part-time employees).

14. Higher Duties

- 14.1 Where an employee is required to perform higher duties as the CMM, the midwife will be backfilled by an appropriately skilled midwife.
- 14.2 Providing they meet the requirements of 6.3, an employee performing higher duties as CMM will be remunerated and receive a salary loading to their base rate of pay as set out in subclause 6.3 of this Schedule. Annual leave will be accrued at five weeks for the duration of the period of higher duties as set out in subclause 11.3.
- 14.3 Record of attendance and onerous duty allowance will be suspended for the period of higher duties. Any positive hours of duty credit/debit the employee holds will be taken as soon as possible after completion of the period of higher duties.
- 14.4 Subclause 13.2 of this Schedule will not apply to the employee for the period of higher duties.

15. Motor Vehicles

- 15.1 CCM areas will continue to utilise the most cost effective transport options to enable them to provide client services, including:
 - a) principally, by payment of motor vehicle allowance for use of the employee's own vehicle in accordance with the ACT *Public Sector Management Standards*; or
 - b) in cases where the employee does not have access to their own motor vehicle, use of an ACTPS leased vehicle, in accordance with relevant Directorate policies, including limited private use while on-call; or
 - c) use of taxi vouchers, where no other option is available.

SCHEDULE 4

SPECIAL EMPLOYMENT CONDITIONS – SCHOOL NURSES

- 1.1 These special employment conditions apply to Nurses whose positions are based at educational institutions operating in the ACT, and includes Special School Nurses and School Youth Health Nurses.
- 1.2 The terms of this Schedule will prevail over all other sections of this Agreement to the extent of any inconsistency.

2. Definition

- 2.1 A School Nurse is an employee who does not attend for duty during school stand-down periods, except for a period following annual leave during the Christmas stand-down.
- 2.2 Christmas stand-down is that period beginning the day after the last day of annual leave per subclause 4.1 of this Schedule, and ending at the beginning of the school year.

3. Normal Hours of Duty

- 3.1 The normal hours of duty of a full-time School Nurse will be 8 hours per day between 8.30am to 5.00pm Monday to Friday.
- 3.2 By agreement between the head of service and employees, an employee's hours of work may be varied in accordance with the provisions of Clause 106 of this Agreement (Regular Part-Time Employment).
- 3.3 A full time employee's hours of work may be arranged to provide for ADOs or part ADOs. ADO's accrue in relation to days worked, annual leave and public holidays consistent with the provisions of Clause 81 of this Agreement. ADOs accrue at the rate of 1 (one) ADO for every 19 working days, annual leave days or Public Holidays. They do not accrue during stand down periods.
- 3.4 Up to 7 (seven) ADOs may be banked in any one calendar year to be taken during the Christmas stand-down period immediately following annual leave.
- 3.5 Any other ADOs may be taken during school term.

4. Annual Leave

- 4.1 School Nurses are required to take their accrued annual leave (4 weeks maximum) during a period commencing on the first working day following the end of Term 4 and concluding on the last day covered by that accrued annual leave and applicable public holidays.

5. Purchased Leave

- 5.1 School Nurses are eligible to apply to purchase leave consistent with the provisions of Clause 123, with the following additional conditions:
- 5.2 A School Nurse can purchase up to 2 weeks leave at any one time, but no more than once per semester;
- 5.3 A School Nurse must apply by 1 August for leave to be taken in Semester 1 the following year, or by 1 March for leave to be taken in Semester 2 the same year.

6. Rates of Pay

- 6.1 The rate of pay of a School Nurse is 88% of the rate paid to an equivalent employee. This rate of pay takes into account the hours of duty set out in subclauses 3.1 to 3.3 of this Schedule, the annual leave specified in subclause 4.1 of this Schedule, and Public Holidays specified in this Agreement.
- 6.2 The rate of pay will also be adjusted to reflect part-time hours.

7. Classification

7.1 School Nurses will have access to the RN/RM Level 2 classification on the same basis as other employees under this Agreement.

8. Training and Development

8.1 School Nurses are entitled to the same Professional Development Leave and dedicated professional development time entitlements as other employees.

SCHEDULE 5 PERSONAL CLASSIFICATION – REGISTERED NURSE/REGISTERED MIDWIFE LEVEL 2 AND ENROLLED NURSE LEVEL 2

1. Selection Process

1.1 Procedures for advancement from Registered Nurses/Registered Midwives Level 1 to Registered Nurse/Registered Midwife Level 2 and from Enrolled Nurse Level 1 to Enrolled Nurse Level 2 on a personal basis will be based on the following principles:

2. General Principles

- The process should ensure that applicants have equal opportunity to demonstrate their suitability to be recognised for advancement.
- Applicants should have reasonable access to the same information relevant to the duties and the clinical area.
- No restrictions, other than set eligibility requirements, which may deter potential applicants from obtaining information or from applying for advancement or which prevent them from being considered for advancement.
- Selection must be made without unlawful discrimination as prohibited by the *Discrimination Act 1991 and PSMA Standard 1 Part 3 - EEO*.
- Potential applicants should be allowed time to prepare for the selection process.

3. Sound decision-making principles

3.1 The following principles will apply:

- procedure is fair and able to withstand scrutiny;
- decisions are made without favouritism or patronage and with regard to merit, equity and natural justice and only uses relevant information;
- applicants have a reasonable opportunity to be heard;
- applicants' claim is fully and fairly considered and feedback is available for all applicants; and
- selection process is reported fully and accurately.

4. Selection Panel

4.1 The Selection Panel will normally comprise of 3 (three) members, but not be limited to:

- a) a panel chair who has appropriate skills and experience (should be a clinical RN/RM Level 3 unless otherwise agreed);
- b) a person who has appropriate skills and experience, nominated by the Directorate Consultative Committee; and
- c) a person who has appropriate skills and experience, nominated by the head of service from a list of employees, and agreed by both parties.

4.2 Panel members:

- for an RN/RM Level 2 selection, should be at RN/RM Level 2 level or higher;
- for a EN Level 2 selection, should be at EN Level 2 or higher;
- should be the same persons, where possible, until the selection process is completed; and
- are required to have completed training in the selection process and selection techniques.

- 4.3 Panel members of EEO designated groups should be included where they have relevant knowledge or skills.
- 4.4 The panel members have equal responsibility and accountability for:
- short listing of applicants;
 - interviewing and assessing the applicants;
 - recommendation of the suitability of the applicant for advancement.
- 4.5 All applicants should be assessed using the same method.
- 4.6 A written report with recommendation for advancement should be supported by the Panel's assessment of the applicant and references, which verify the applicant's claims and the Panel's assessment.

5. Selection documentation

- 5.1 Selection documentation should provide a clear description of the duties, skills and abilities needed. This enables applicants to frame their application appropriately.

Selection documentation includes:

- an information package;
- a description of the duties of the relevant classification;
- eligibility requirements including any formal qualifications;
- selection criteria based on skills and knowledge required for the classification;
- selection documentation should be current and realistic; and
- an appropriately framed EEO selection criterion must be included. This requires awareness of and commitment to EEO principles and practices.

6. Applicant's Documentation

- 6.1 The written application for advancement needs to address the selection criteria and clearly demonstrate evidence of the applicant's skills and abilities for advancement.
- 6.2 2 (two) written referee reports addressing the selection criteria are required to be included at the time of the applicant's application.

7. Moderation Panel

- 7.1 If unsuccessful, the applicant may seek reassessment by a Moderation Panel within 14 days of notification of the outcome.
- 7.2 The Moderation Panel will normally comprise of 2 (two) or 3 (three) members, but not be limited to:
- a) a panel chair who has appropriate skills and experience, (should be a clinical RN/RM Level 3 unless otherwise agreed);
 - b) a person who has appropriate skills and experience, nominated by the Directorate Consultative Committee; and
 - c) a person who has appropriate skills and experience, nominated by the head of service from a list of employees, and agreed by both parties.

8. The Head of Service's Delegate

8.1 The Delegate has the ultimate authority to decide whether the applicant is advanced by considering:

- all information provided in the selection report, including applications, references and assessments;
- the selection and/or moderation panel's recommendation;
- individual assessments; and
- any other additional relevant information.

8.2 The Delegate must be satisfied that:

- the selection documentation describes the duties and selection requirements of the classification;
- the selection process was fair;
- the process was consistent with the EEO program and
- all applicants were assessed on the basis knowledge skills and abilities

8.3 The Delegate should not be a part of the selection committee.

9. Grievance Mechanism

9.1. An applicant may access the Internal Review Procedures contained in Section Q of this Agreement.

1. Taking into account the strategic bed management for the health service, and the trends in each ward or unit in previous years, an annual leave plan will be prepared.
2. Employees will confer with each other and with nurse managers, considering the above, and attempt to reach mutual agreement on when each of them will take annual leave in the coming year. Applications for leave will be assessed against the annual leave plan.
3. At the end of each calendar year a review will be undertaken of the amount of annual leave that each individual nurse has taken in the previous twelve (12) months, and those persons found to have taken less than 5/7ths of the leave accrued during that period will be encouraged to take this quantum of leave. They will be given a priority to access leave in accordance with their preferences.
4. It is desirable for employees to plan to take leave as far in advance as possible. Priority in the granting of leave will be given to employees who plan their leave well in advance. However, this should not prevent annual leave being granted at short notice on compassionate grounds and in special circumstances.
5. Peak leave periods such as Christmas, Easter and school holidays must be managed fairly and equitably because of the high demand for leave.
7. Applications for single annual leave days will be considered and may be granted dependent on operational requirements.
8. The same planned approach will be taken in relation to other kinds of leave, where the reasonable notice must be given, including long service leave.

Purpose

1. These guidelines set out approaches to rostering that will be of benefit to both employees and the requirements of the organisation.
2. This Schedule applies in conjunction with Clause 79 (Rostering Guidelines and Efficiencies), Clause 80 (Rostering Practice), Clause 83 (Nursing Hours Per Patient Day) and Schedule 8 (Staffing Resources Protocol) of this Agreement.
3. The Directorate, the unions and employees are committed to matching workload, staffing and skill mix on a planned basis, with a view to providing effective, efficient and safe levels of client/consumer care, and to promote employees' safety, health and welfare.
4. These Guidelines provide clear advice to employees and supervisors on the correct application of the provisions of the Agreement.

Principles of Rostering

5. The factors to be taken account of by managers in the development of rosters include:
 - client/customer care needs, including continuity of care and the delivery of efficient and high standard care;
 - fairness and equity in allocating shift and on call rosters, including consideration of employees' rostering requests;
 - skill mix, including the need to roster appropriate numbers of skilled employees to meet operational requirements;
 - avoidance of rostering practices that contribute to fatigue and adherence to rostering practices that control fatigue;
 - budgetary performance and constraints;
 - the need to maintain accurate and timely information on which to base future decisions;
 - the provisions of the Agreement;
 - workplace health and safety requirements;
 - staff satisfaction, including taking into account employees' needs, including planned leave and family responsibilities;
 - staff development, education and training needs, including mandatory training requirements and professional development needs;
 - maintaining a legal record of employee attendance;
 - meeting agreed NHPPD targets; and
 - annual leave, long service leave, maternity leave and other types of leave.

Rostering Framework

6. Each employee's hours of employment are rostered.
7. Standard rosters will be based on 8 hour morning, 8 hour evening and 10 hour night shifts (Clause 76 of the Agreement).
8. Shifts of non-standard duration will only be introduced with the agreement of the employee concerned (Clauses 77 and 78 of the Agreement.)

9. Every attempt will be made to allocate employees for each shift that meets the specific needs of each ward or clinical service as regards to skill mix. The skill mix in a ward or clinical service will be determined according to the acuity assessment method applying in each area.
10. Short-term night duty shift vacancies to be filled by relief staff or by day duty staff, after negotiation and agreement with the employees involved.
11. Employees should not be required to work a roster of night duty for duration of less than two weeks unless the employee indicates a preference for such work (Clause 90 of the Agreement).
12. Preceptees' rosters should coincide with their preceptors'.
13. Employees will not be required to work any mix of ordinary duty, extra shifts or overtime that would result in the employee working for more than seven days without days off.
14. Late-early patterns of evening and morning shift will not be used except in an emergency situation, or where the employee requests them.
15. Annual leave is planned across the 52 weeks of the year and relief arrangements made to cover this leave.
16. Additional annual leave may be approved by the Manager or Program Director when adjustments to the plan are possible, based on changes to staffing and workloads with agreement of employees.
17. Ad hoc single or otherwise annual leave days may be approved when circumstances allow and in consultation with employees, the Manager/Program Director and CNC.
18. In bed-based services, a RN/RM Level 2 Team Leader will be rostered on every shift on the roster. In the absence of a substantive RN/RM Level 2 on any shift after hours or on weekends, a RN/RM Level 1, excluding those employees recruited under the graduate program for newly registered nurses and who have not successfully completed that program, will be designated as being 'In Charge' for each such shift.
19. Rostering requests to be met wherever possible, considering fair and equitable distribution.
20. Correct roster codes to be used at all times to ensure employees are paid correctly.
21. All changes to a published roster require approval from the Manager/Program Director and CNC.
22. Professional development leave is planned in advance and relief provided as required, and where necessary confirmed prior to approval.

Preferential Rostering

23. Based on the above guidelines a ward or other clinical service may choose to self-roster, whereby employees may indicate the shifts they would prefer to work.
24. Regular part-time employees may indicate their availability to work extra shifts.
25. Shift preferences will be accommodated by the nurse Manager/CNC on a fair and equitable basis.
26. Where preferential rostering is being used, in addition to the above guidelines:
 - the Manager will make the request roster available for 10 days for employees to complete;
 - all employees will ensure completed rosters are available for collection by the Manager/Program Director, one week prior to the day of publication;

- the request roster is overseen by the Manager/Program Director from the clinical area during this time, to ensure the roster is completed within the necessary timeframe and according to the principles and guidelines of rostering, and submitted to the appropriate Manager or Program Director one week prior to the publication of the draft roster (that is, five weeks prior to the date of effect).

Responsibility of the Manager

27. Managers, Program Directors or other responsible officers will:

- post the roster request in the clinical area for 10 days immediately following publication of the previous roster;
- ensure all rosters comply with the current Agreement provisions;
- have overall responsibility to ensure the roster meets the needs of the unit and adheres to the roster principles and framework;
- make any adjustments necessary to the roster following consultation and negotiation with the employees affected by any change and the CNC;
- publish the monthly roster 2 weeks prior to the end of the previous roster;
- approve all changes to a published roster, in consultation with employees that may be affected;
- enter changes into the rostering system;
- ensure all leave allocation is rostered and approved. Additional annual leave can be approved if the roster requirements are met; and
- have final responsibility for filling shortfalls or replacing personal anticipated leave and anticipated clinical need, in consultation with the area CNC or senior nurse/midwife on the shift.

28. Program/Shift Coordinators have responsibility for replacing unanticipated shortfalls in staffing.

29. Directors of Nursing/Midwifery or equivalent will be notified by the Clinical Nurse Consultant/Team Leader when Managers or the Shift Coordinators are unable to meet the staffing needs of the ward. This does not prevent nurses from also notifying Directors of Nursing/Midwifery or equivalent in these instances.

Responsibilities of the Employee

30. Employees will:

- Ensure they have provided input to the request roster within the timeframe required;
- Familiarise themselves with the approved roster once it has been made available;
- Submit leave applications in a timely manner; and
- Give consideration to the principles governing rostering practice.

Rostering Efficiencies

31. The parties agree that, in recognition of the pay increases provided under this agreement, they will cooperate with achieving the following efficiencies in rostering and workforce allocation:

Strict Application of Agreed Nursing Hours Per Patient Day (NHPPD)

32. Agreed NHPPD were determined in March 2011 following extensive benchmarking with 23 similar hospitals throughout Australia and New Zealand. Typically, wards have not met this agreed allocation due to inefficient rostering, non-deployment of staff when occupancy levels fall or over staffing caused by miscommunication. Rostering arrangements will be reviewed to ensure rostering is in accordance with the strict application of NHPPD and safe staffing levels.

Allocation of Specials

33. Patient safety will always be the priority when allocating resources and more than one special per shift in the one ward will only be considered once all other appropriate options for delivering safe patient care have been exhausted.
34. While 'specials' sit outside NHPPD calculations, it is acknowledged that the allocation of specials can nonetheless impact on NHPPD calculations.

Ensuring all Relevant Nurses Counted Against NHPPD Calculations

35. The establishment of agreed NHPPD between the ANMF and ACT Health determined that, as per paragraph 84.1(e), CNCs and CDNs would be 'indirect', allowing them to sit outside the NHPPD calculation. However practice has seen a range of other nursing staff also treated in this way (team leaders, supernumerary staff, nurses/midwives with performance issues) such that budgeted FTE are exceeded. Existing policy will be strictly adhered to, while staying within the boundaries of agreements with the ANMF on NHPPD.

Maximum 5 Days Supernumerary Status for all new Employees.

36. A standard maximum of 5 days supernumerary status will apply to new starters. Where exceptional or unforeseen circumstances exist, the Deputy Director-General CHHS will have the discretion to increase this amount on a case by case basis.
37. For the purposes of this clause, supernumerary means in excess of the normal or requisite number of nursing or midwifery staff.

1. Whenever unscheduled absences or changes in workload activity result in the requirement for additional nursing/midwifery resources to be allocated to a ward or other clinical service, the following process will be followed.
2. These processes also apply whenever staffing resources are surplus to requirements, and enable employees to be redeployed to another service area.
3. An important object of this protocol is to manage risks to client / consumer safety.

Redeployment of Employees Within and Between Clinical Services

4. In the first instance, redeployment will take place within a clinical program if appropriate skills are available.
5. In the event that the staffing needs of one clinical program have been met, and surplus employees are available, then such employees may be deployed to the clinical program most in need of assistance. Allocation of redeployment shifts should be distributed fairly among employees when required.
6. With a view to minimising the impact of employee redeployment between or within clinical programs, the protocol set out below will be adopted.
7. The clinical requirements of clients/consumers will be the paramount factor informing decisions taken to redeploy nursing/midwifery staff. Decisions concerning redeployment of employees will be subject to consultation (in a professional manner) between the After Hours Hospital Manager/Coordinator or equivalent, and the employees in charge of the receiving and issuing wards/clinical units.
8. The CNC or equivalent is responsible for ensuring that the nursing/midwifery care requirements for the clients/consumers are met.
9. The manager/supervisor or equivalent is responsible for ensuring that the staffing resources on published rosters are adequate to meet client/consumer requirements.
10. The After Hours Hospital Manager/Coordinator or equivalent is responsible for the redeployment of employees. Where disputes over proposed redeployment arise the relevant Director of Nursing/Midwifery or equivalent will intervene.
11. An issuing ward or other clinical unit should not deplete its staffing skill mix to the point where that unit's capacity to provide client/consumer care is compromised or where the reduction would incur an OH&S risk to the remaining employees.
12. The skill levels and specialised knowledge of employees should be considered prior to any redeployment and also when a redeployed employee arrives in the receiving ward or other clinical area. The redeployed employee and the CNC or employee in charge should discuss the employee's skill level for the area of relief to assess how the employee's skills can best be used to meet client/consumer care needs. The appropriate patient care model will then be determined.
13. The receiving ward/clinical service will provide a brief orientation for any employee redeployed into the ward or clinical service, including hand-over arrangements and referral to the patient care plan.
14. Redeployment may be for a part or a full shift, based upon the requirements of the receiving ward/clinical service, and will be determined in consultation with the nurse/midwife in charge of the receiving ward/clinical service and the After Hours Hospital Manager/Coordinator or equivalent.

15. Where practicable, nurses on a graduate program will not be redeployed out of their ward/clinical service during their first clinical placement.
16. The redeployment of the employee from the issuing ward/clinical service to the receiving ward/clinical service is to be documented on a redeployment sheet or time sheets as appropriate, along with reasons for the redeployment, and retained as a permanent record.

Most preferred sources of alternative staffing.

17. If an area requires employees with a specific skill that is unable to be provided by redeployment, the following hierarchy will be followed to provide relief staff:
 - (a) redeployed employees and redeployment within the clinical program,
 - employees should be drawn from the relief arrangements for the clinical program in the first instance;
 - in the event that the relief arrangement in one clinical program is depleted, and an employee in another clinical program is available, then a nurse/midwife may be redeployed to the clinical program most in need of assistance;
 - (b) casual pool;
 - (c) part time employees who could be considered for performance of an extra shift;
 - (d) on-call employees;
 - (e) Directorate staff; or
 - (f) full-time employees who could be considered for overtime.

SCHEDULE 9

ALLOWANCES

1. The rates of allowances are as set out below and should be read in conjunction with Section D of this Agreement. In the case of any inconsistencies, the detailed provisions in Section D will apply.

QUALIFICATION ALLOWANCE FOR POST-GRADUATE EDUCATION (CLAUSE 39)

Type of allowance	Rates of allowance per fortnight as from:							
	Current rate	1/07/2013	1/07/2014	1/04/2015	1/10/2015	1/04/2016	1/10/2016	1/04/2017
Enrolled Nurses								
3.50%	\$67.29	\$69.31	\$70.35	\$71.40	\$72.47	\$73.56	\$74.67	\$75.79
Registered Nurses/ Registered Midwives								
3.50% Honours Degree Conversion Degree Postgraduate Certificate	\$74.56	\$76.80	\$77.95	\$79.12	\$80.30	\$81.51	\$82.73	\$83.97
4.50% Postgraduate Diploma Second Degree	\$95.85	\$98.73	\$100.21	\$101.71	\$103.24	\$104.78	\$106.36	\$107.95
5.50% Masters Degree Doctoral Degree	\$117.17	\$120.69	\$122.50	\$124.33	\$126.20	\$128.09	\$130.01	\$131.96

CUSTODIAL ENVIRONMENT ALLOWANCE (CLAUSE 40)

Type of allowance	Rates of allowance per hour as from:							
Custodial Environment Allowance per hour	Current rate	1/07/2013	1/07/2014	1/04/2015	1/10/2015	1/04/2016	1/10/2016	1/04/2017
	\$96.39 per fortnight \$2.54	\$2.61	\$2.65	\$2.69	\$2.73	\$2.77	\$2.81	\$2.86

MENTAL HEALTH OFFICER ALLOWANCE (CLAUSE 41)

Type of allowance	Rates of allowance per fortnight as from:							
Mental Health Officer Allowance per fortnight	Current rate	1/07/2013	1/07/2014	1/04/2015	1/10/2015	1/04/2016	1/10/2016	1/04/2017
	\$88.46	\$91.11	\$92.48	\$93.87	\$95.28	\$96.70	\$98.16	\$99.63

LINGUISTIC AVAILABILITY/PERFORMANCE ALLOWANCE (CLAUSE 42)

Type of allowance	Rates of allowance per annum as from:							
	Current rate	1/07/2013	1/07/2014	1/04/2015	1/10/2015	1/04/2016	1/10/2016	1/04/2017
Linguistic Availability and Performance Allowance: Level 1 (NAATI Level 1) per annum	\$1,031.84	\$1,052.48	\$1,068.26	\$1,084.29	\$1,100.55	\$1,117.06	\$1,133.82	\$1,150.82
Linguistic Availability and Performance Allowance: Level 2 (NAATI Level 2) per annum	\$2,062.19	\$2,103.43	\$2,134.99	\$2,167.01	\$2,199.52	\$2,232.51	\$2,266.00	\$2,299.99

UNIFORM ALLOWANCE (CLAUSE 43)

Type of allowance	Rates of allowance per annum as from:							
	Current rate	1/07/2013	1/07/2014	1/04/2015	1/10/2015	1/04/2016	1/10/2016	1/04/2017
Uniform Allowance (per annum)	\$358	\$368.74	\$374.27	\$379.89	\$385.58	\$391.37	\$397.24	\$403.20

LAUNDRY ALLOWANCE (CLAUSE 44)

Type of allowance	Rates of allowance per fortnight as from:							
	Current rate	1/07/2013	1/07/2014	1/04/2015	1/10/2015	1/04/2016	1/10/2016	1/04/2017
Laundry Allowance per fortnight	\$10.85	\$11.18	\$11.34	\$11.51	\$11.69	\$11.86	\$12.04	\$12.22

IN CHARGE OF SHIFT – RESPONSIBILITY ALLOWANCE (CLAUSE 45)

Type of allowance	Rates of allowance per shift as from:							
	Current rate	1/07/2013	1/07/2014	1/04/2015	1/10/2015	1/04/2016	1/10/2016	1/04/2017
In-charge of shift responsibility allowance per shift	\$22.34	\$23.01	\$23.36	\$23.71	\$24.06	\$24.42	\$24.79	\$25.16

AFTER-HOURS HOSPITAL MANAGERS/COORDINATORS- RESPONSIBILITY ALLOWANCE (CLAUSE 46)

Type of allowance	Rates of allowance per hour as from:							
	Current rate	1/07/2013	1/07/2014	1/04/2015	1/10/2015	1/04/2016	1/10/2016	1/04/2017
After-hours Hospital Managers/Coordinator's Allowance: The Canberra Hospital per hour	\$3.33	\$3.43	\$3.48	\$3.53	\$3.59	\$3.64	\$3.69	\$3.75
After-hours Hospital Managers/Coordinator's Allowance: Calvary Hospital per hour	\$3.33	\$3.43	\$3.48	\$3.53	\$3.59	\$3.64	\$3.69	\$3.75

MOTOR VEHICLE ALLOWANCE (CLAUSE 52)

Type of allowance	Rates of allowance per kilometre from:							
	Current rate	1/07/2013	1/07/2014	1/04/2015	1/10/2015	1/04/2016	1/10/2016	1/04/2017
Motor Vehicle Allowance per kilometer								
Small car - 1600cc non-rotary, 800cc rotary.	\$0.70	\$0.71	\$0.72	\$0.74	\$0.75	\$0.76	\$0.77	\$0.78
Medium car - 1601-2600cc non-rotary, 801-1300cc rotary.	\$0.81	\$0.83	\$0.84	\$0.85	\$0.86	\$0.88	\$0.89	\$0.90
Large car - over 2600cc non-rotary, over 1300cc rotary.	\$0.82	\$0.84	\$0.85	\$0.86	\$0.87	\$0.89	\$0.90	\$0.91
Additional Motor Vehicle Allowance	\$0.70	\$0.71	\$0.72	\$0.74	\$0.75	\$0.76	\$0.77	\$0.78

CDN RESPONSIBILITY ALLOWANCE (CLAUSE 53)

Type of allowance	Rates of allowance per fortnight from:							
	Current rate	1/07/2013	1/07/2014	1/04/2015	1/10/2015	1/04/2016	1/10/2016	1/04/2017
CDN Responsibility Allowance – paid fortnightly	\$79.36	\$81.74	\$82.97	\$84.21	\$85.47	\$86.76	\$88.06	\$89.38

OVERTIME MEAL ALLOWANCE (CLAUSE 97)

Type of allowance	Rates of allowance from:							
	Current rate	1/07/2013	1/07/2014	1/04/2015	1/10/2015	1/04/2016	1/10/2016	1/04/2017
Overtime Meal Allowance	\$24.76	\$25.26	\$25.63	\$26.02	\$26.41	\$26.80	\$27.21	\$27.62

ONEROUS DUTY ALLOWANCE – CONTINUITY OF CARE MIDWIFERY MODEL (SCHEDULE 3)

Full-Time Employees

Type of allowance	Rates of allowance per hour from:							
	Current rate	1/07/2013	1/07/2014	1/04/2015	1/10/2015	1/04/2016	1/10/2016	1/04/2017
Onerous duty - CMM								
For the first three hours, at the hourly rate of:	\$72.57	\$74.75	\$75.87	\$77.01	\$78.16	\$79.33	\$80.52	\$81.73
For hours greater than three hours, at the hourly rate of:	\$96.76	\$99.66	\$101.16	\$102.68	\$104.22	\$105.78	\$107.37	\$108.98

SCHEDULE 10**OTHER LEAVE**

Leave to:	Accompany a domestic partner on a posting
Purpose	To enable an employee to accompany the employee's domestic partner for the period, or part of the period, of a posting.
Eligibility	An employee.
Entitlement	The maximum period is the period during which the domestic partner of the employee is required to perform duties overseas, or interstate.
Conditions	
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.

Leave to:	Attend Aboriginal or Torres Strait Islander Ceremonies
Purpose	To attend a ceremony associated with the death of an immediate or extended family member or for other ceremonial obligations under Aboriginal and Torres Strait Islander law.
Eligibility	An employee who is of Aboriginal or Torres Strait Islander descent.
Entitlement	A maximum period of ten days in any two year period, in addition to bereavement leave.
Conditions	
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.

Leave to:	Attend sporting events as an accredited competitor or official
Purpose	To enable an employee to attend sporting events as an accredited competitor or official.
Eligibility	An employee who is selected by an official sporting body to participate as an accredited official or competitor with national or international sporting status.
Entitlement	To attend training for, or to attend, a major national or international sporting or other recognised event in the capacity of an accredited official or competitor.
Conditions	Leave will be with pay unless otherwise agreed by the employee.
Rate of payment	With pay or without pay.
Effect on other entitlements	With pay will count as service for all purposes. Without pay will not count as service for any purpose.

Leave to:	Attend Aboriginal and Torres Strait Islander meetings
Purpose	For attending representative meetings in the capacity of an elected representative of the Aboriginal and Torres Strait Islander peak body.
Eligibility	An employee who is an elected representative of the ACT Aboriginal and Torres Strait Islander peak body.
Entitlement	Paid time to attend recognised meetings.
Conditions	If an employee accepts any fee for attendance at the meeting, leave will be granted without pay. An employee may accept reimbursement for out-of-pocket expenses.
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	Attend as a witness
Purpose	To enable an employee to give evidence before a body or person before whom evidence may be taken on oath.
Eligibility	An employee.
Entitlement	Refer to rate of payment.
Conditions	If an employee is required to travel to give evidence, they may be reimbursed for reasonable travel expenses as if the employee had travelled in the course of the employee's duties, less any amount received as witnesses' expenses.
Rate of payment	With pay where the employee is to give evidence: (a) on behalf of a Territory, a State or the Commonwealth; or (b) on behalf of an authority established by or under a law of a Territory, State or the Commonwealth; or (c) in a judicial review or administrative review proceeding where the matter being reviewed relates to the work of the employee; or (d) before a Royal Commission appointed under a law of the Commonwealth; or (e) before a person conducting an inquiry under a law of a Territory, a State or the Commonwealth; or (f) before a person or authority exercising arbitral functions under a law of a Territory, a State or the Commonwealth. Without pay where the leave to give evidence is for any other purpose.
Effect on other entitlements	Will count as service for all purposes.

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

Leave to:	Attend proceedings at the Fair Work Commission
Purpose	To enable the employee to give evidence on behalf of a staff organisation in proceedings at the Fair Work Commission.
Eligibility	An employee who is a representative of a staff organisation.
Entitlement	The time necessary to present a case or to give evidence or to attend inspections conducted by the Fair Work Commission, plus reasonable travel time.
Conditions	Leave with pay cannot be granted to more than two representatives for the same period.
Rate of payment	With pay or without pay
Effect on other entitlements	With pay will count as service for all purposes Without pay will not count as service for any purpose, but does not break continuity of service for long service leave purposes.

Leave to:	Campaign for election
Purpose	To enable the employee to campaign for election
Eligibility	An employee who is standing for election to the ACT Legislative Assembly, Commonwealth or State House of Parliament, or other legislative or advisory body approved by the Commissioner.
Entitlement	A maximum period of three months.
Conditions	
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.

Leave to:	Cope with a disaster
Purpose	Where an employee is affected by a disaster which has destroyed or significantly damaged the employee's usual place of residence or its contents.
Eligibility	An employee whose home is wholly or partly uninhabitable associated with health or safety reasons.
Entitlement	A maximum period of three days in each consecutive period 12 months.
Conditions	
Rate of payment	Full pay.
Effect on other entitlements	Counts as service for all purposes.

Leave for:	Defence Reserve
Purpose	To enable an employee to undertake specified defence service and, also, enlistment, training and/or deployment with the Australian Defence Force Reserve (ADFR).
Eligibility	Available to employees other than casual employees
Entitlement	<p>The entitlement to leave for Reserve Service is prescribed under the <i>Defence Reserve Service (Protection) Act 2001</i>.</p> <p>An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.</p> <p>An employee is entitled to ADF Reserve Leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.</p> <p>During an employee's first year of ADF Reserve service, a further two weeks paid leave may be granted by the head of service to facilitate participation in additional ADF Reserve training, including induction requirements.</p> <p>With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.</p> <p>Employees are not required to pay their tax-free ADF Reserve salary to the ACTPS in any circumstances.</p> <p>An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.</p> <p>Defence Reserve Leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except Annual Leave.</p> <p>An eligible employee may also apply for Annual Leave, Long Service Leave, leave without pay, or they may use ADOs or flextime (where available) to make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.</p>
Conditions	An eligible employee must give notice to the head of service as soon as practicable of their absence or intention to be absent for Defence Reserve Leave, including documentary evidence.
Rate of payment	With pay or without pay.
Effect on other entitlements	As per entitlement.

Leave to:	Donate an organ
Purpose	To enable an employee to donate an organ.
Eligibility	An employee who volunteers as an organ donor.

Entitlement	A maximum period of three months in any 12 month period.
Conditions	
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	Donate blood
Purpose	To enable an employee to donate blood.
Eligibility	An employee, who volunteers as a blood donor.
Entitlement	The time necessary to attend to give blood, including travel and reasonable recovery time.
Conditions	
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	Engage in employment associated with compensation
Purpose	To enable an employee to engage in employment outside the ACTPS as part of a rehabilitation process under the <i>Safety, Rehabilitation and Compensation Act 1988</i> .
Eligibility	An employee who is, or was, entitled to compensation leave under the <i>Safety, Rehabilitation and Compensation Act 1988</i> and the employment is part of a rehabilitation process under that Act.
Entitlement	A maximum period of three years.
Conditions	
Rate of payment	Without pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	Engage in employment in the interests of defence or public safety
Purpose	To enable the employee to engage in work or employment that the head of service considers is in the interests of the defence or public safety of the Commonwealth or the Territories.
Eligibility	An employee.
Entitlement	A maximum period of two years.
Conditions	
Rate of payment	Without pay.
Effect on other entitlements	The first twelve months will count as service for all purposes. Subsequent leave will count as service for all purposes except annual leave. If an employee does not return to duty with the ACTPS the leave will not count as service for any purpose.

Leave to:	Engage in employment in the interests of the ACTPS
Purpose	To enable an employee to engage in work or employment outside the ACTPS where the head of service is satisfied that the employment is in the interests of the ACTPS.
Eligibility	An employee, other than an employee: (a) who is a probationary employee; or (b) who has six months or less continuous employment.
Entitlement	A maximum period of five years.
Conditions	
Rate of payment	Without pay.
Effect on other entitlements	Will counts as service for all purposes except for annual leave. If an employee does not return to duty with the ACTPS the leave will not count as service for any purpose.

Leave to:	Hold a full-time office in a staff organisation
Purpose	To enable an employee to hold a full-time office in a staff organisation; council of staff organisations, or credit union, co-operative society, building co-operative or similar body.
Eligibility	An employee.
Entitlement	The maximum period of leave that may be granted is the period for which the employee is elected to office, or in the case of a non-elected office, three years.
Conditions	To be eligible for leave to hold a non-elected office the employee must have been employed in the ACTPS or in the Australian Public Service for at least four years, at the date at which the leave is proposed to begin. Leave may only be granted for this purpose where the relevant body is incorporated and is conducted by, or on behalf of, a staff organisation for the benefit of the members of the staff organisation or all persons employed in the ACTPS.
Rate of payment	Without pay.
Effect on other entitlements	Will count as service for accruing personal leave and calculating the period of service for long service, except where the leave is to enable the employee to take up an honorary office. Where leave is granted to enable the employee to take up an honorary office, the first two months leave in each calendar year will count as service for all purposes. Leave in excess of two months in a calendar year will not count as service for any purpose other than ongoing eligibility to access maternity leave as provided by Clause 129.

Leave for:	Local government purposes
Purpose	To enable the employee to attend formal meetings, in the capacity of an elected office holder, of a local government council.
Eligibility	An employee who is a duly elected office holder of a local government council.
Entitlement	A maximum period of: (a) in the case of an employee who is mayor or president of the council, five days in any 12 month period; or (b) in any other case three days in any 12 month period.
Conditions	
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave for:	Religious purposes
Purpose	To enable an employee to attend a ceremony integral to the practice of the employee's religious faith.
Eligibility	An employee who is an adherent to the particular religious faith and who is a practising member of that religious faith.
Entitlement	A maximum period of ten days in any two year period.
Conditions	Religious leave is only available for ceremonies that are of significant importance to the particular faith that are generally observed by the entire faith. Leave is not available for ceremonies that are only of significance to the individual member of the particular religious faith.
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.

Leave for:	Returned soldiers for medical purposes
Purpose	To enable an employee to attend an appointment for treatment or review as a returned soldier under the <i>Veterans' Entitlement Act 1986</i> (Commonwealth).
Eligibility	An employee who is a returned soldier.
Entitlement	A maximum period of two weeks in any twelve month period.
Conditions	
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	Take leave where leave cannot be granted under any other provision
Purpose	To enable an employee to be absent from duty where the leave cannot be provided for elsewhere.
Eligibility	An employee.
Entitlement	A maximum period of twelve months.
Conditions	
Rate of payment	Without pay, except where the head of service determines there are special circumstances, having regard to: (a) the purpose for which the leave is being taken; and (b) the length of service of the employee; and (c) the length of the period for which the leave is being taken. In special circumstances the head of service determines whether leave is at full pay or half pay.
Effect on other entitlements	Leave without pay will not count as service for any purpose. However, where the head of service determines there are special circumstances and that the period of leave granted is to be with pay then the paid leave will count as service for all purposes.

DICTIONARY

In this Agreement:

Accrued Day Off (ADO) means a day/shift off duty for a nurse or midwife who has worked in excess of the standard 38 hour week (i.e., who has worked two hours extra per week over a four week period).

ACTPS means the Service established by Section 12 of the *Public Sector Management Act 1994*. To avoid doubt, this includes Calvary health care ACT.

Agreement means the ACT Public Service Nursing and Midwifery Enterprise Agreement 2013-2013 and all Annexes and Schedules.

Appeal Panel means the panel established under the provisions of Section R of this Agreement.

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

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

Calvary means the Public Division of Calvary Health Care ACT Ltd.

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

Casual Employee means a person engaged by the ACTPS under the *Public Sector Management Act 1994* to perform work for a short period on an irregular or non-systematic basis.

Clinical Nurse Consultant/Clinical Midwife Consultant Level 3 means an employee who is registered with the ACT Nursing and Midwifery Board who is responsible for the quality of clinical nursing care provided in a ward or clinical unit or to a specified group of patients/clients.

Commissioner for Public Administration means the person appointed under Section 18(1), of the *Public Sector Management Act 1994*.

Consultation means providing relevant information to nurses or midwives 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.

DCC means the Directorate Consultative Committee established under Clause 161.4(b) of this Agreement.

Delegate means the head of service or the person authorised by the head of service to perform specific functions under this Agreement.

Directorate or Directorates means an administrative unit so named, and includes ACT Health and the Public Division of Calvary Health Care ACT Ltd, as the case requires.

Director General means a person engaged under sections 28 or 30 of the *PSM Act* as the director-general of a Directorate. For the purposes of this agreement, it includes the Chief Executive of Calvary Health Care ACT Inc.

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

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

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

Eligible Casual Employee means:

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

Employee means (unless there is a clear intention in this Agreement to restrict the meaning) an officer or a casual employee or a temporary employee who is employed or engaged under the *Public Sector Management Act* in a classification(s) set out in Schedule 1 except for:

- a) a person engaged as head of service under sections 23C or 23J of the *PSM Act*,
- b) persons engaged as directors-general under sections 28 or 30 of the *PSM Act*,
- c) or persons engaged as executives under Sections 72 or 76 of the *PSM Act*.

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

Fair Work Act or FW Act means the *Fair Work Act 2009*, as varied.

FWC means Fair Work Commission.

FW Regulations mean the *Fair Work Regulations 2009*.

Head of Service means a person engaged under sections 23C or 23J of the *PSM Act* as the head of service, and includes the Chief Executive of Calvary Health Care ACT Inc.

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

Immediate Family means a person who is:

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

Long-term temporary means a person who is engaged under Section 106 of the *PSM Act* for a period of twelve months or more.

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

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

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

Primary Care Giver. A person 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 (PSM Act) means the *Public Sector Management Act 1994* as varied.

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

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), and includes:

- Medical Practitioners
- Doctors
- Specialists
- Nurses and Midwives
- Dentists, Dental Technicians and Prosthetists
- Optometrists
- Physiotherapists
- Chiropractors
- Occupational Therapists
- Psychologists
- Medical Radiation Scientists
- Osteopaths
- Pharmacists
- Podiatrists

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

Rostered Days Off (RDOs) means any two or more days off duty in any one-week period other than an Accrued Day Off (ADO).

Rostered hours means the shift or work pattern as described in the posted roster for employees.

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

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

Short-term temporary employee means an employee engaged under the *Public Sector Management Act 1994* for a period of less than 12 months.

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

Supervisor means a person who has direct supervisory responsibility for one or more nurses or midwives in a work unit or group activity.

Supervision means the oversight, direction, instruction, guidance and/or support provided to an employee by the registered nurse/midwife responsible for ensuring such an employee is not placed in situations where required to function beyond his or her preparation and competence. Specifically:

direct supervision means the employee works side by side continuously with a registered nurse/midwife responsible for observing and directing his or her activities in circumstances where, in the judgment of the registered nurse/midwife, such an arrangement is warranted in the interests of safe and/or effective practice;

indirect supervision means such other supervision provided to an employee assuming responsibility for functions delegated by a registered nurse/midwife in circumstances where, in the judgment of the registered nurse/midwife accountable for such delegation, direct supervision of the employee is not required.


Temporary Employee means a person engaged by the ACTPS under the *Public Sector Management Act* for a specific period of time or for a specified task under Division 5.7 of the *Public Sector Management Act*, excluding employees engaged as head or service, directors-general, head of service or Executives under Sections 23C, 23J, 28, 30, 72 and 76 of the *Public Sector Management Act*.

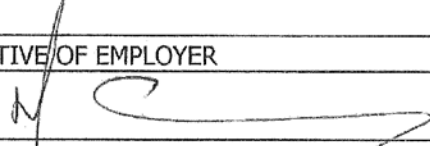
Union(s) means a union(s) which has applied for and been granted coverage under this Agreement.

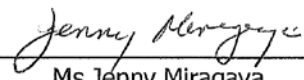
WCC means the Workplace Consultative Committees established under paragraph 161.4 (c) of this Agreement.

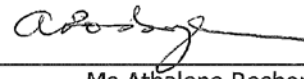
SIGNATORY PAGE TO
ACT Public Service Nursing and Midwifery
ENTERPRISE AGREEMENT 2013-2017

This is a signed copy of the enterprise agreement defined above
signed in accordance with the requirements of the *Fair Work Act 2009*.

REPRESENTATIVE OF EMPLOYER	
SIGNATURE:	
NAME	Kathy Leigh
ADDRESS	1 Constitution Avenue, Canberra City ACT 2601
AUTHORITY TO SIGN THE AGREEMENT	Signatory holds the Office of Head of Service

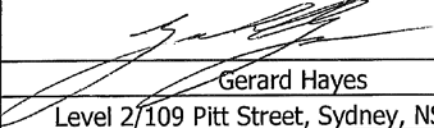
REPRESENTATIVE OF EMPLOYER	
SIGNATURE	
NAME	Ray Dennis
ADDRESS	Calvary Health Care-ACT, Cnr Belconnen Way and Hayden Drive Bruce ACT 2617
AUTHORITY TO SIGN THE AGREEMENT	Chief Executive Officer

REPRESENTATIVE OF EMPLOYEES	
SIGNATURE	
NAME	Ms Jenny Miragaya
ADDRESS	3/36 Botany St PHILLIP ACT 2606
AUTHORITY TO SIGN THE AGREEMENT	ACT Branch Secretary – Australian Nursing and Midwifery Federation

REPRESENTATIVE OF EMPLOYEES	
SIGNATURE	
NAME	Ms Athalene Rosborough
ADDRESS	3/36 Botany St PHILLIP ACT 2606
AUTHORITY TO SIGN THE AGREEMENT	ACT Branch President – Australian Nursing and Midwifery Federation

SIGNATORY PAGE TO
ACT Public Service Nursing and Midwifery
ENTERPRISE AGREEMENT 2013-2017

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

REPRESENTATIVE OF EMPLOYEES	
SIGNATURE	
NAME	Gerard Hayes
ADDRESS	Level 2/109 Pitt Street, Sydney, NSW 2000
AUTHORITY TO SIGN THE AGREEMENT	Secretary, HSU-New South Wales Branch