



ACT
Government

**ACT PUBLIC SECTOR
EDUCATION AND TRAINING DIRECTORATE
(TEACHING STAFF)
ENTERPRISE AGREEMENT
2014-2018**

Date of operation: 18 September 2015

Date of expiry: 30 September 2018

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PART 1: ACTPS COMMON TERMS AND CONDITIONS

Section A - Scope of Agreement

A1 TITLE

- A1.1 This Agreement, made under section 172 of the *Fair Work Act 2009* will be known as the *ACT Public Sector Education and Training Directorate (Teaching Staff) Enterprise Agreement 2014-2018*.

A2 MAIN PURPOSE

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

Retaining our people

- A2.2 In order to promote permanent employment and job security for employees, the ACTPS will endeavour to minimise the use of temporary and casual employment. The ACTPS agrees to the use of temporary employees only where there is no officer available with the expertise, skills or qualifications required for the duties to be performed or the assistance of a temporary nature is required for the performance of urgent or specialised work within a particular business unit of the ACTPS and it is not practical in the circumstances to use the services of an existing officer.
- A2.3 In respect of casual employment, where regular and systematic patterns of work exist and where persons have a reasonable expectation that such arrangements will continue, consideration should be given to engaging the person on a different basis, including on a permanent or temporary basis.
- A2.4 The ACTPS will continue to consult with 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.
- A2.5 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;

Section A – Scope of Agreement

- 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

- A2.6 The ACTPS will consult with AEU through the Directorate Consultative Committee (DCC), or its equivalent for employees covered by this Agreement, to develop strategies to assist in attracting and retaining suitable employees. This will involve development of appropriate strategies and processes, including the conduct of surveys of staff, to assist this objective.

Developing our people

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

Recognising our people

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

Ensuring fairness

- A2.13 The ACTPS recognises and encourages the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. The ACTPS aims to ensure that this diversity is able to contribute to effective decision making and delivery of client service.
- A2.14 The ACTPS will work with employees to prevent and eliminate discrimination on the basis of sex, sexuality, gender identity, relationship status, status as a parent or carer, pregnancy, breastfeeding, race, religious or political conviction, disability, industrial activity, age, profession, trade, occupation or calling, association, or a spent conviction, in accordance with the *Discrimination Act 1991*.

Achieving a better work and life balance

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

Promoting a healthy and safe working environment

- A2.16 The ACTPS is committed to promoting, achieving and maintaining the highest levels of health and safety for all employees.
- A2.17 The ACTPS will take all reasonable steps and precautions to provide a healthy, safe and secure workplace for the employee. The ACTPS and all employees will act in a manner that is consistent with the *Work Health and Safety Act 2011* (WHS Act).
- A2.18 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 Values and Behaviours provisions in Section H 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.
- A2.19 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.

A3 APPLICATION AND COVERAGE

- A3.1 This Agreement applies to and covers:
- a) the head of service on behalf of the Australian Capital Territory;
 - b) persons engaged under *the Public Sector Management Act 1994* (PSM Act) at any time when the Agreement is in operation in one of the classifications in Annex A, except a person engaged as head of service under sections 23C and 23J of the PSM Act, persons engaged as directors-general under sections 28 or 30 of the PSM Act or persons engaged as executives under sections 72 or 76 of the PSM Act;
 - c) ACT Territory Authorities and Instrumentalities that engage persons under the PSM Act in classifications listed in Annex A of this Agreement.

Section A – Scope of Agreement

A3.2 This Agreement covers:

Australian Education Union (AEU)

subject to the Fair Work Commission (FWC) noting in its decision to approve this Agreement that it covers this union.

A4 COMMENCEMENT AND DURATION

A4.1 This Agreement will commence operation seven days after it is approved by the FWC.

A4.2 The nominal expiry date of this Agreement is 30 September 2018.

A4.3 The head of service and AEU agree to commence bargaining for a new replacement Agreement no later than eight months prior to the nominal expiry date of this Agreement.

A5 OPERATION OF THE AGREEMENT

A5.1 This Agreement is comprehensive and provides the terms and conditions of employment of employees covered by this Agreement, other than terms and conditions applying under applicable legislation.

A5.2 Applicable legislation includes:

- a) *Fair Work Act 2009 (Cth) (FW Act) and Regulations;*
- b) *Public Sector Management Act 1994 (ACT) (PSM Act);*
- c) *Public Sector Management Standards (PSM Standards);*
- d) *Work Health and Safety Act 2011 (ACT) (WHS Act) and Regulation;*
- e) *Holidays Act 1958 (ACT) (Holidays Act);*
- f) *Territory Records Act 2002 (ACT) (TR Act); and*
- g) *Safety, Rehabilitation and Compensation Act 1988 (Cth) (SRC Act).*

A5.3 This Agreement constitutes a closed agreement in settlement of all claims for its duration. Therefore, during the life of this Agreement, there will be no further claims that affect the provisions of this Agreement, except where these claims are consistent with the terms of this Agreement.

A5.4 Despite subclause A5.3, in acknowledgement of the complexity of creating new stream agreements for the ACTPS, where it is agreed by the head of service and the AEU that an ambiguity, uncertainty or omission exists within the Schedule content of this Agreement, and that ambiguity, uncertainty or omission has resulted in a detrimental outcome for an ACTPS employee or group of employees, an agreed remedy will be found.

A5.5 This Agreement prevails over ACT legislation, including the PSM Act and the PSM Standards and relevant policy statements and guidelines to the extent of any inconsistency.

A6 AGREEMENT AVAILABILITY

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

A7 AUTHORITY OF THE HEAD OF SERVICE

- A7.1 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.
- A7.2 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.
- A7.3 Only Directors-General may, in writing, sub-delegate a power or function delegated to them by the head of service.
- A7.4 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 A7.1.

A8 VARIATION TO AGREEMENT

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

A9 TERMINATION OF AGREEMENT

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

Section B - Working in the ACT Public Service

B1 TYPES OF EMPLOYMENT

- B1.1 A person will be engaged under the PSM Act in one of the categories contained in Part 2 clauses N2, N3 and N4.
- B1.2 Persons engaged on a part-time basis will receive, on a proportionate basis, equivalent pay and conditions to those of full-time employees.

B2 REVIEW OF EMPLOYMENT STATUS

- B2.1 This clause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

B3 PROBATION

- B3.1 Details on probation for employees covered by this Agreement are contained in Part 2 clause N2.

B4 JOINT SELECTION COMMITTEES

- B4.1 Details on joint selection committees for employees covered by this Agreement are contained in Part 2 clause R7 and the *Procedures for Filling Classroom Teacher Vacancies* agreed between the head of service and the AEU and listed in Part 2 clause M2.

B5 HOURS OF WORK

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

Ordinary Hours of Work

- B5.2 The ordinary daily hours are 7 hours and 21 minutes for a full-time employee. The ordinary weekly hours are 36.75 for a full-time employee.
- B5.3 The standard hours are 8.30am to 12.30pm and 1.30pm to 4.51pm, Monday to Friday for a full-time employee.
- B5.4 Further details on hours of work for school based employees are contained in Part 2 clause Q1.
- B5.5 Further details on hours of work for office based employees are contained in Part 2 clause V1.

B6 HOURS OF WORK FOR SHIFT WORKERS

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

B7 FLEXTIME

- B7.1 Details of flextime for office based employees are contained in Part 2 clause V4.

B8 ACCRUED DAYS OFF (ADOS)

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

B9 CASUAL EMPLOYMENT ARRANGEMENTS

- B9.1 Details of casual employment arrangements for employees covered by this Agreement are contained in Part 2 clause N4.

B10 RECORD KEEPING

- B10.1 The ACTPS will keep records relating to the employees' work, including records about attendance and pay, in accordance with the requirements of the FW Act and the FW Regulations.
- B10.2 Details of recording daily attendance for employees covered by this Agreement are contained in Part 2 clause U4.

B11 OUTSOURCING AND USE OF CONTRACTORS

- B11.1 The ACTPS is committed to promoting permanent employment and job security for employees within the ACTPS and accordingly agrees to the provisions in this clause.
- B11.2 The ACT Government is committed to:
- a) minimising the use of consultants/contractors across the ACTPS;
 - b) minimising the use of sub-contractors and increase the use of direct employment of workers across the ACTPS;
 - c) reviewing and assessing outsourced services with the ambition of returning these to direct ACT Government provision where the review demonstrates a beneficial outcome to the community;
 - d) supporting direct employment relationships, but where sub-contractors are operating, that industrial and legal mechanisms to protect their rights, be developed and implemented.
- B11.3 Upon request a Joint Working Party will be convened and:
- a) will consist of an equal number of union and Government representatives;
 - b) will be chaired by a Government representative; and
 - c) will provide written reports to each Joint Council meeting.
- B11.4 Any recommendations of the Joint Working Party endorsed by the Joint Council will be referred to the Strategic Board and UnionsACT.
- B11.5 The Chief Minister, Treasury and Economic Development Directorate will:
- a) inform the relevant DCC or equivalent of any recommendations endorsed by the Joint Council; and

- b) provide the DCC or equivalent with regular reports on the use of consultants/contractors in the Directorate.

B11.6 To assist in the promotion of permanent employment for employees, the ACTPS will ensure that the employees of any consultants/contractors the ACTPS proposes to engage receive fair and reasonable pay and conditions, having regard to any applicable industrial instruments, including awards and enterprise agreements.

B12 NOTICE OF TERMINATION

B12.1 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 two weeks prior to the proposed date of the resignation.

B12.2 The period of notice required in subclause B12.1 may be reduced by agreement in writing between the employee and the head of service.

Section C - Rates of Pay and Allowances

C1 PART-TIME EMPLOYMENT

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

C2 PAY INCREASES

- C2.1 Employees will be paid in accordance with the employee's classification and rates of pay set out in Annex A to this Agreement.
- C2.2 Pay increases that will apply to pay rates for all classifications set out in Annex A of this Agreement will be:
- a) Two 1.5 percent increases payable from the first pay period on or after 1 November 2014 and 1 May 2015; and
 - b) Two 1.5 percent increases payable from the first pay period on or after 1 November 2015 and 1 May 2016; and
 - c) Two 1.5 percent increases payable from the first pay period on or after 1 October 2016 and 1 April 2017; and
 - d) Two 1.5 percent increases payable from the first pay period on or after 1 October 2017 and 1 April 2018.
- C2.3 A person who was an employee of the ACTPS on 1 November 2014 and who separated from the ACTPS before the commencement of this Agreement will be paid any difference between the rate of pay under clause C2 of this Agreement and the rate which the former employee was paid in the same classification on separation. Any monies paid to the employee by the ACTPS on separation will be adjusted in the same manner as the rate of pay.

C3 METHOD OF PAYMENT

- C3.1 Employees will be paid fortnightly in arrears and by electronic funds transfer into a financial institution account of the employee's choice.
- C3.2 The ACTPS commits to paying employees their ordinary fortnightly pay and allowances on the appropriate payday. The ACTPS also commits to paying any higher duties allowance as soon as reasonably possible but not later than within two pay periods of the appropriate authorisation having been received by the relevant corporate area.
- C3.3 The ordinary fortnightly pay will be based on the following formula:
- Fortnightly pay = annual rate of pay x 12 / 313.
- C3.4 A part-time employee will be paid pro rata based on the employee's agreed ordinary hours.

- C3.5 An employee will, with the approval of the head of service, be advanced the pay due for any period of approved paid annual or long service leave. Advancement of pay will be subject to payroll processing timeframes. The approval of the head of service will not be unreasonably withheld.

C4 PAYROLL DEDUCTION FOR UNION FEES

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

C5 PAY POINTS AND INCREMENTS

- C5.1 Details of salary on engagement for employees covered by this Agreement are contained in Part 2 clause N1.
- C5.2 Details of common increment date and classroom teacher incremental progression are contained in Part 2 clause O3.
- C5.3 Details of allowances and payments are contained in Part 2 Section S.
- C5.4 Details of salaries and allowances are contained in Annex A.

C6 GRADUATE AND CADET PROGRAMS, TRAINEESHIPS, AND APPRENTICESHIPS

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

C7 HIGHER DUTIES ALLOWANCE

- C7.1 Details of higher duties allowance (HDA) for employees covered by this Agreement are contained in Part 2 clause S5.

C8 PAYMENT FOR SHIFT WORKERS

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

C9 OVERTIME

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

C10 OVERTIME MEAL ALLOWANCE

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

C11 REST RELIEF AFTER OVERTIME

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

C12 PAYMENT FOR PUBLIC HOLIDAY DUTY

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

C13 DAYLIGHT SAVING ARRANGEMENTS

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

C14 ON-CALL ALLOWANCES

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

C15 CLOSE CALL ALLOWANCE

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

C16 REST RELIEF FOR ON-CALL OR CLOSE CALL SITUATIONS

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

C17 EMERGENCY DUTY

C17.1 This clause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

C18 OTHER ALLOWANCES

C18.1 Expense, disability and skill related allowances provided for in this Agreement are set out in Annex C.

C18.2 Special education allowance at Annex A11 will be adjusted by the rate of increases in pay in accordance with subclause C2.2. The rates for all allowances provided for in Annex C of this Agreement will be adjusted in accordance with the increases specified at Annex C.

C18.3 Despite clause C1, part-time and casual employees who satisfy the requirements for payment of an expense-related allowance will receive the full amount of allowance or payment prescribed in Annex C.

- C18.4 Part-time and casual employees who satisfy the requirements for payment of a disability or skill related allowance under this Agreement will receive the allowance on a proportional basis.

C19 REIMBURSEMENT OF REASONABLE RELOCATION EXPENSES

- C19.1 Details of relocation assistance for employees covered by this Agreement are contained in Part 2 clause S6.

C20 MATURE AGE PAYMENT

- C20.1 Where the head of service considers that an employee has the 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:
- a) an employee who is 70 years or older and Commonwealth legislation precludes the payment of employer superannuation contributions for that employee; or
 - b) an employee who is 70 years or older and whose preferred choice of fund rules precludes the payment of employer superannuation contributions; or
 - c) an employee is aged between 65 and 70 years and the employee does not meet the work test (as defined by relevant superannuation legislation and rules).
- C20.2 Where Commonwealth legislation or choice of fund rules change to allow employer superannuation contributions to be made, the mature age payment will cease and superannuation contributions will re-commence. It is the responsibility of the employee to promptly request their manager/supervisor to seek to cease the mature age payment and to arrange to resume employer superannuation contributions for funds of choice.
- C20.3 The date of effect for resumption of employer superannuation contributions under clause C20.2 will be from the next available pay day after the mature age payment ceases.

Section D - Pay Related Matters

D1 SALARY SACRIFICE ARRANGEMENTS

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

D2 ATTRACTION AND RETENTION INCENTIVES

- D2.1 This clause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

D3 CLASSIFICATION/WORK VALUE REVIEW

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

D4 SUPPORTED WAGE SYSTEM

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

D5 OVERPAYMENTS

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

Section D – Pay Related Matters

- b) nature of the overpayment; and
 - c) gross and net components of the overpayment; and
 - d) process for recovery of the overpayment; and
 - e) proposed recovery rate.
- D5.4 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 D5.7 will apply.
- D5.5 Any such agreement may include recovery of the overpayment by the ACTPS:
- a) as a lump sum; or
 - b) by payroll deduction from pay.
- D5.6 In respect to recovery action it may be agreed with the employee to adjust their leave credits instead of, or in combination with, a cash recovery.
- D5.7 Where the head of service and the employee cannot agree a reasonable recovery rate, the overpayment will be recovered at the rate of up to 10 percent of the employee's gross fortnightly pay, or such other rate determined by the head of service having regard for all of the circumstances.
- D5.8 Despite subclauses D5.4 and D5.7, the recovery period will not usually exceed 26 pay periods.
- D5.9 Despite subclauses D5.4 and D5.7, where an employee has applied for leave without pay or leave at reduced pay with insufficient notice to allow pay adjustments to occur during the period of leave, the salary adjustment will be made to the next available pay, unless there are extenuating circumstances, and the employee will be notified of such an adjustment.
- D5.10 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.
- D5.11 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.
- D5.12 Where the head of service determines that an overpayment is not recoverable, the provisions of the Directorate's Financial Instructions, relating to the waiver and write off of monies, will apply.

D6 UNDERPAYMENTS

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

Section D – Pay Related Matters

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

Section E - Flexible Working Arrangements and Employee Support

E1 WORK AND LIFE BALANCE

- E1.1 The ACTPS is committed to the concept of work and life balance and recognises the importance of employees balancing work and personal life.
- E1.2 All employees have commitments outside the workplace. These commitments may relate to family, to the community and to general health and wellbeing. Given the diverse nature of the workforce in the ACTPS, it is recognised that employees have different needs at different times.
- E1.3 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.

E2 REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

- E2.1 In addition to the circumstances provided at clauses E2.2 and E3, an employee may apply as per subclause E2.3 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 E2.4-E2.6.
- E2.2 Notwithstanding the entitlement under E2.1, an employee may request flexible working arrangements, in accordance with the FW Act, in the following circumstances. The employee:
- a) has a parental or other caring responsibility for a child of school age or younger; or
 - b) has a caring responsibility for an individual with a disability, a terminal or chronic medical condition, mental illness or is frail and aged; or
 - c) has a disability; or
 - d) is over the age of 55; or
 - e) is experiencing domestic violence; or
 - f) is providing personal care, support and assistance to a member of their immediate family or household because they are experiencing domestic violence.
- E2.3 The request by the employee must set out, in writing, the details of the change sought and the reasons for that change.
- E2.4 The manager/supervisor must respond to the request in writing within 21 days, providing the reasons for their decision.
- E2.5 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.
- E2.6 Where a request is not approved the manager/supervisor will consult with the employee to determine mutually convenient alternative arrangements.

E3 EMPLOYEES WITH CARING RESPONSIBILITIES

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

E4 MANAGEMENT OF EXCESSIVE HOURS

- E4.1 The ACTPS recognises the importance of employees balancing work and personal life. The appropriate balance is a critical element in developing and maintaining healthy and productive workplaces. While it is acknowledged that peak workload periods may necessitate some extra hours being worked by some employees, this should be regarded as the exception rather than the rule. This subclause should be read in conjunction with Part 2 clauses V4 and V5.
- E4.2 Managers, supervisors and employees have a responsibility to minimise the extent to which excessive hours are worked. In the circumstances where work pressures result in the employee being required to work, or is likely to work, excessive hours over a significant period, the manager, supervisor and employee together must review workloads and priorities and determine appropriate strategies to address the situation. In doing so, the manager or supervisor will consider and implement one or more of the following strategies to reduce the amount of excessive hours being accumulated:
- a) review of workloads and priorities;
 - b) re-allocation of resources;
 - c) consideration of appropriate arrangements for time off in lieu or other recompense;
 - d) review staffing levels and/or classifications within the work group.
- E4.3 The head of service will consult with the DCC or equivalent for employees covered by this Agreement about the development and implementation of appropriate strategies to deal with issues associated with unpaid overtime.

E5 REGULAR PART-TIME EMPLOYMENT

- E5.1 A person may be employed in any classification as a part-time officer for an agreed number of regular hours that is less than the ordinary weekly hours specified in this Agreement for that relevant classification over a four week period.
- E5.2 Proposals to reduce hours below full-time employment may be initiated by the head of service for operational reasons or by an officer for personal reasons.
- E5.3 Where an officer initiates a proposal the head of service will have regard to the personal reasons put by the officer in support of the proposal and to their business unit's operational requirements.
- E5.4 The head of service will obtain the written agreement of a full-time officer before the officer converts to part-time.
- E5.5 No pressure will be exerted on full-time officers to convert to part-time employment or to transfer to another position to make way for part-time employment.
- E5.6 The agreed period, pattern of hours and days and commencement and cessation times for part-time work will be agreed between the officer and the officer's manager/supervisor and recorded in writing.

Variation to part-time hours

- E5.7 Proposals to vary a part-time employment arrangement may be initiated by the head of service for operational reasons or by an officer for personal reasons.
- E5.8 Where an officer initiates a proposal the head of service will, have regard to the personal reasons put by the officer in support of the proposal and to their business unit's operational requirements.
- E5.9 The head of service will obtain the written agreement of the officer before the officer's hours are varied.
- E5.10 No pressure will be exerted on a full-time officer to vary the officer's part-time employment or to transfer to another position to make way for part-time employment.
- E5.11 The agreed period, pattern of hours and days and commencement and cessation times for part-time work will be agreed between the officer and the officer's manager/supervisor and recorded in writing.

E6 JOB SHARING

- E6.1 In this clause employee refers to employees other than casual employees.
- E6.2 Job sharing arrangements may be introduced by agreement between the 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.
- E6.3 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.
- E6.4 The pattern of hours for the job sharing arrangement will be agreed between the employee and the head of service. However, any single attendance at the office-based worksite will be for not less than three consecutive hours.
- E6.5 The employee who is in a job sharing arrangement and who was previously working full-time may revert to full-time employment before the expiry of the agreed period of job sharing if all parties to the arrangement agree.
- E6.6 In the event that either employee ceases to participate in the job sharing arrangement, the arrangement will terminate.

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

- E7.1 Subject to this clause, the head of service will approve an application by an officer employed on a full-time basis who returns to work after accessing maternity leave, primary caregiver leave, adoption or permanent care leave or parental leave, to work on a part-time basis for a period of

up to three years from the birth, adoption of a child or granting of parental responsibility of a foster child.

- E7.2 An application by an officer to access part-time work under this clause will only be approved where the officer agrees, where necessary, to become unattached.
- E7.3 The maximum aggregate period of part-time employment that may be approved for an officer under subclause E7.1 is seven years.
- E7.4 Either the officer who accesses primary care giver leave under clause F16, or adoption and permanent care leave under clause F20, or the mother who is entitled to or accesses maternity leave under clause F14 will be entitled to access part-time employment as provided in subclause E7.1.
- E7.5 The agreed period, pattern of hours and days and commencement and cessation times for part-time work will be agreed between the officer and the officer's manager/supervisor and recorded in writing.

E8 HOME BASED WORK

- E8.1 Details of home based work are contained in Part 2 clause T5 for school based employees and clause T6 for office based employees covered by this Agreement.

E9 EMPLOYEE ASSISTANCE PROGRAM

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

E10 SCHEDULING OF MEETINGS

- E10.1 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.

E11 VACATION CHILDCARE SUBSIDY

- E11.1 Details of vacation child care subsidy for office based employees are contained in Part 2 clause V9.

E12 FAMILY CARE COSTS

- E12.1 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.

E13 NURSING MOTHERS

- E13.1 Employees who are breastfeeding will be provided with the facilities and support necessary to enable such employees to combine a continuation of such breastfeeding with the employee's employment.

E13.2 Where practicable the Directorate will establish and maintain a room for nursing mothers. Where there is no room available another appropriate space may be used.

E13.3 Up to one hour, per day, paid lactation breaks that are non-cumulative will be available for nursing mothers.

E14 TRANSFER OF MEDICALLY UNFIT STAFF

E14.1 This clause does not apply to casual employees.

E14.2 A medically unfit employee is an employee who is considered by the head of service, in accordance with paragraph (a), sub-section 143(1) of the PSM Act, to be an employee who is unable to perform duties appropriate to the employee's classification because of physical or mental incapacity.

E14.3 Despite the provisions of sub-section 56(3) and 65(1) of the PSM Act, a medically unfit employee may, by agreement with the employee, be transferred to any position within the employee's current skill level and experience, the classification of which has a maximum pay which does not vary from the top increment of the employee's classification by more or less than ten percent.

E14.4 An employee will not be redeployed in accordance with subclause E14.3 unless there is no suitable vacant position at the employee's substantive classification within their Directorate.

E14.5 In considering any proposed transfer under this clause, the employee may be represented by the union or other employee representative.

E15 TRANSFER TO A SAFE JOB DURING PREGNANCY

Purpose

E15.1 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

E15.2 In accordance with the National Employment Standards (NES) of the FW Act, 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 her to continue in her present position during a stated period because of illness or risks arising out of her pregnancy or hazards connected with that position.

E15.3 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

- E15.4 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.

- E15.5 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.

- E15.6 The employee’s entitlements under this clause cease when the employee’s pregnancy ends before the end of the stated period.

Section F - Leave

F1 PART-TIME EMPLOYEES

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

F2 NON-APPROVAL OF LEAVE

F2.1 Where a request is not approved the 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.

F3 LEAVE BELOW ONE DAY

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

F4 PERSONAL LEAVE

Purpose

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

Eligibility

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

Entitlement

- F4.4 An employee may be granted personal leave up to their available credit from the first day of service.
- F4.5 Personal leave is cumulative and there is no cap on the personal leave balance an employee may accrue.
- F4.6 On engagement under the PSM Act, employees who have prior service recognised for personal leave purposes will be credited with any personal leave balance accrued with the previous employer. On the employee's normal accrual date, the employee will then receive personal leave in accordance with subclause F4.14 or, following the implementation of daily accrual, the employee will receive personal leave in accordance with subclause F4.11.

- F4.7 If a person is retired from the Service on grounds of invalidity, and is re-appointed as a result of action taken under the *Superannuation Act 1976* or the *Superannuation Act 1990*, they are entitled to be re-credited with unused personal leave credit held prior to the invalidity retirement.
- F4.8 Except for a short term temporary employee and an employee to whom subclause F4.6 applies, an employee's personal leave balance will be credited with an equivalent of 3.6 weeks of personal leave on the day they commence with the Territory.

Daily accrual implementation

- F4.9 The ACTPS will move to daily accrual of personal leave as soon as the 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. This consultation will occur prior to the reconfiguration of the HR system.
- F4.10 To avoid doubt, following the implementation of daily accrual of personal leave in accordance with subclause F4.9, subclauses F4.14, F4.15, F4.28 and F4.38 will cease to operate and subclause F4.6 will operate only as it relates to the daily accrual of personal leave and the recognition of prior service.
- F4.11 Despite subclause F4.8, from the day of commencement, an employee's personal leave accrues on a daily basis according to the formula set out below:
- $(A \times B \times D) / C = \text{total hours of leave accrued per day, where:}$
- A = number of ordinary hours per week worked; and
- B = one where the day counts as service or zero where the day does not count as service;
- C = number of calendar days in the year; and
- D = number of weeks of personal leave an employee is entitled to a year (i.e. 3.6 weeks).
- F4.12 The accrual calculated in subclause F4.11 will be credited to the employee progressively on a fortnightly basis.

Until daily accrual is Implemented

- F4.13 Until daily accrual is implemented the provisions contained in subclauses F4.14, F4.15, F4.28 and F4.38 will apply.
- F4.14 An additional credit of 3.6 weeks personal leave will be made on the anniversary of the employee's commencement during each year of service.
- F4.15 The accrual date for personal leave will be deferred by one day for every calendar day of unauthorised absence or leave without pay that does not count for service.
- F4.16 A part-time officer or part-time temporary employee will accrue personal leave calculated on a pro rata basis.

Short-term temporary employees

- F4.17 Until daily accrual of personal leave is implemented, the provisions contained in subclauses F4.18 to F4.20 will apply to short term temporary employees. To avoid doubt, subclauses F4.18 to F4.20 will cease to operate from the date of implementation of daily accrual of personal leave in accordance with subclause F4.9.
- F4.18 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 two weeks in the employee's first 12 months of service.
- F4.19 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 F4.14.
- F4.20 A short-term temporary employee subsequently appointed under the PSM Act prior to completing 12 months service will have their personal leave balance brought up to the equivalent of 3.6 weeks, less any personal leave with pay granted under subclause F4.4. For subsequent accruals that short-term temporary employee will receive personal leave on the same basis as an officer on the anniversary of the commencement of their employment.
- F4.21 The provisions contained in subclauses F4.22 to F4.26 will apply to the accrual of personal leave by short term temporary employees from the date of implementation of daily accrual.
- F4.22 All short-term temporary employees will accrue personal leave in accordance with the formula set out in subclause F4.11 from the date of implementation of daily accrual.
- F4.23 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.
- F4.24 All short-term temporary employees who have been employed by the Territory for a period of less than four weeks continuous service as at the date of implementation of daily accrual of personal leave will be credited with the equivalent of one week of personal leave on the date of implementation of daily accrual.
- F4.25 Upon completion of 12 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 F4.4 during the twelve months. The 3.6 weeks is in addition to any personal leave accrued under subclause F4.22.
- F4.26 A short-term temporary employee who is appointed under the PSM Act prior to completing 12 months continuous employment with the Territory will have their personal leave balance brought up to the equivalent of 3.6 weeks, less any personal leave with pay granted under subclause F4.4. The 3.6 weeks is in addition to any personal leave accrued under subclause F4.22.

When personal leave credits have been exhausted

- F4.27 Where personal leave 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 F4.58.

Section F - Leave

- F4.28 Despite subclause F4.27, the head of service may allow an officer, in the first ten years of service, when the officer provides documentary evidence that the officer has a personal illness or injury, to anticipate up to a maximum of 3.6 weeks paid personal leave where all full pay personal leave credits are exhausted.
- F4.29 Temporary employees may be granted up to an aggregate of 20 days without pay in the first 12 months.
- F4.30 The head of service may, when a personal illness or injury poses a serious threat to the employee's life, grant an officer an additional period of paid personal leave for personal illness or injury. This leave may be at either full or half pay. Such leave will not be granted if the absence is due to a condition for which the officer is receiving compensation under the *Safety, Rehabilitation and Compensation Act 1988*.

Other provisions

- F4.31 An employee in receipt of workers compensation for more than 45 weeks will accrue personal leave on the basis of hours actually worked.
- F4.32 Unused personal leave credit will not be paid out on cessation of employment.

Evidence and conditions

- F4.33 An employee must give notice of the intention to take personal leave. The notice must be provided to their manager/supervisor as soon as practicable (which in the case of personal illness or injury may be a time immediately after the leave has commenced) and must advise the duration, or expected duration, of the leave.
- F4.34 The head of service may grant personal leave if they are satisfied there is sufficient cause, having considered any requested or required documentary evidence.
- F4.35 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.
- F4.36 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 head of service a certificate.
- F4.37 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.
- F4.38 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.

Section F - Leave

- F4.39 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.
- F4.40 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.
- F4.41 Paid personal leave may be granted up to an employee's available personal leave credit.
- F4.42 Subject to the production of documentary evidence, the 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.
- F4.43 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.
- F4.44 The head of service must approve an application for up to five days of personal leave applied for in conjunction with a period of bonding leave.
- F4.45 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 a 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 13 weeks in any 26 week period.
- F4.46 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

- F4.47 Personal leave will be granted with pay except where it is granted without pay under subclauses:
- a) F4.27; or
 - b) F4.29; or
 - c) F4.42.

Section F - Leave

F4.48 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 percent of the period of absence.

F4.49 Any personal leave taken must be deducted from the employee's credit.

Effect on other entitlements

F4.50 Personal leave with pay will count as service for all purposes.

F4.51 Personal leave without pay, other than provided for at subclause F4.42, will count as service for all purposes.

F4.52 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.

F4.53 While personal leave will not be deducted over the Christmas shutdown period, the Christmas shutdown does not break continuity of the period of absence in relation to the maximum period/s of leave under subclause F4.42.

Access to other leave entitlements

F4.54 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;
- g) [this part is not relevant to the Common Terms and Conditions for employees covered by this Agreement];

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

F4.55 Where an employee is on a form of leave specified in subclauses F4.54 and:

- a) the employee is subsequently granted personal leave in accordance with subclause F4.54; and
- b) the personal leave falls within a part or all of the period of the other form of leave;

then that other leave will be re-credited for that period of the personal leave that falls within the period of the other leave.

- F4.56 An employee cannot access paid personal leave while on paid maternity leave, or primary care giver's leave, or adoption or permanent care leave, but can apply for personal leave during unpaid maternity leave or parental leave.
- F4.57 If the employee has exhausted all paid personal leave, personal leave without pay cannot be substituted for unpaid maternity leave.
- F4.58 If an ill or injured employee exhausts the employee's paid personal leave entitlement and produces documentary evidence, as per subclause F4.36, 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 78 weeks under subclause F4.42.

F5 PERSONAL LEAVE IN EXTRAORDINARY AND UNFORESEEN CIRCUMSTANCES

- F5.1 Employees, other than casual employees, are eligible to personal leave in extraordinary and unforeseen circumstances.
- F5.2 Personal leave in extraordinary and unforeseen circumstances, is non-cumulative and if granted is deducted from the employees personal leave balance.
- F5.3 The head of service may grant a maximum of four days of personal leave, other than for personal illness or the care of the employee's immediate household who is sick, in an accrual year, in extraordinary, unforeseen or unexpected circumstances and where it is essential that the employee have leave from the workplace. These four days are in addition to the seven days personal leave without documentary evidence.
- F5.4 While personal leave in extraordinary and unforeseen circumstances does not normally require documentary evidence, the head of service may request reasonable evidence before granting the leave.
- F5.5 Personal leave in extraordinary and unforeseen circumstances will be granted with pay.

F6 INFECTIOUS DISEASE CIRCUMSTANCES

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

F7 ANNUAL LEAVE

Purpose

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

Eligibility

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

Entitlement

- F7.3 An employee may be granted annual leave up to their available credit from the first day of service.

- F7.4 Annual leave is cumulative.

- F7.5 An employee's annual leave credit accrues on a daily basis according to the formula set out below:

$(A \times B \times D) / C$ = 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 or is an unauthorised absence;

C = number of calendar days in the year; and

D = number of weeks of annual leave an employee is entitled to a year.

- F7.6 For the purpose of subclause F7.5 the basic leave entitlement is:

- a) in the case of 36.75 hour workers, 147 hours annual leave for each full year worked
- b) [This part is not relevant to the Common Terms and Conditions for employees covered by this Agreement.]

- F7.7 [This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.]

- F7.8 [This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.]

- F7.9 If an employee moves from one ACTPS directorate to another, annual leave accrued with the first directorate will transfer to the second directorate.

- F7.10 An annual leave credit does not accrue to an employee if the employee is absent from duty on leave for specified defence service, or full-time defence service. If the employee resumes duty after a period of specified defence service, annual leave will accrue from the date the employee resumes duty.

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

Evidence and conditions

- F7.12 Employees are encouraged to use their annual leave in the year that it accrues, and to this end should discuss their leave intentions with their manager/supervisor as soon as practicable.
- F7.13 An employee must make an application to the head of service to access their annual leave entitlement.
- F7.14 Having considered the requirements of this clause the head of service may approve an employee's application to access annual leave.
- F7.15 The head of service should approve an employee's application to take annual leave, subject to operational requirements.
- F7.16 If the head of service does not approve an employee's application for annual leave because of operational requirements, the head of service will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.
- F7.17 The head of service must, unless there are exceptional operational circumstances, approve an application for annual leave if it would enable an employee to reduce their annual leave credit below two and a half years worth of accrued annual leave credit. However, in the case of exceptional operational circumstances, the head of service will consult with the employee to determine the time (or times) for the annual leave to be taken that is mutually convenient to both the administrative unit and the employee.
- F7.18 If an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.
- F7.19 If the operations of the ACTPS, or part of the ACTPS, are suspended at Christmas or another holiday period, the head of service may direct an employee to take annual leave at a time that is convenient to the working of the ACTPS, whether or not an application for leave has been made. However, this does not affect any other entitlements to leave under this Agreement.
- F7.20 If an employee has the equivalent of two years' accrued credit of annual leave and unless exceptional operational circumstances exist, the employee and relevant manager/supervisor must agree, and implement an annual leave usage plan to ensure the employee's accrued leave credit will not exceed an accrued 2.5 years worth of annual leave credit.
- F7.21 If an employee does not agree to a reasonable annual leave usage plan the head of service may direct an employee who has accrued 2.5 years worth of accrued annual leave credit to take annual leave to the extent that the employee's annual leave credit exceeds 2.5 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.
- F7.22 An employee who has an annual leave credit in excess of 2.5 years' 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 12 months to reduce the employee's annual leave balance to 2.5 years' accrued entitlement or below.

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

Rate of payment

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

Effect on other entitlements

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

Access to other leave entitlements

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

Payment in lieu of annual leave

- F7.32 An employee may request payment in lieu of their annual leave credit subject to the following:
- a) the employee providing the head of service with a written election to do so; and
 - 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 payment in lieu will not result in a reduction in the balance of an employee's remaining annual leave credit below one year's accrued entitlement.

- F7.33 Payment in lieu of annual leave will be based on the employee's ordinary hourly rate of pay, including allowances that count for all purposes at the date of application. The payment in lieu will be based on the pay that the employee would have received for a notional period of leave equal to the credit being paid in lieu on the day the application is made.

Further details on annual leave

- F7.34 Further details on annual leave for school based employees are at Part 2 clause U8.
- F7.35 Further details on annual leave for office based employees are at Part 2 clauses V7 and V8.

F8 ANNUAL LEAVE LOADING

Purpose

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

Eligibility

- F8.2 Annual leave loading is available for classroom teachers and school psychologists under provisions contained in Part 2 clause U10.

F9 PURCHASED LEAVE

Purpose

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

Eligibility

- F9.2 Details on purchased leave school based employees are contained in Part 2 clause T7.
- F9.3 Details on purchased leave office based employees are contained in Part 2 clause T8.

F10 PUBLIC HOLIDAYS

Eligibility

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

Entitlement

- F10.2 Employees are entitled to be absent from duty on the following days:
- a) 1 January (New Year's Day), or, if that day falls on a Saturday or Sunday, the following Monday;
 - b) 26 January (Australia Day), or, if that day falls on a Saturday or Sunday, the following Monday;
 - c) the 2nd Monday in March (Canberra Day);
 - d) Good Friday;
 - e) the Saturday following Good Friday;

- f) the Monday following Good Friday;
- g) 25 April (Anzac Day), or, if that day falls on a Saturday or Sunday, the following Monday;
- h) the 2nd Monday in June (the day for the observance of the anniversary of the birthday of the Sovereign);
- i) Family and Community Day;
- j) the 1st Monday in October (Labour Day);
- k) Christmas Day, or, if that day falls on a Saturday or Sunday, the following Monday;
- l) 26 December (Boxing Day), or—if that day falls on a Saturday—the following Monday; or if that day falls on a Sunday or Monday—the following Tuesday;
- m) any other day, or a part of any other day, declared to be a public holiday in the ACT in accordance with the *Holidays Act 1958*; 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 for Public Administration.

Rate of payment

- F10.3 A public holiday is granted with pay.
- F10.4 A part-time employee whose regular part time hours do not fall on a public holiday will not be paid for that public holiday.
- F10.5 An employee will not be paid for a public holiday which occurs during a period of leave without pay.
- F10.6 If a public holiday occurs on the day immediately before or immediately after an employee is on a period of leave without pay the employee is entitled to be paid for the public holiday.

Effect on other entitlements

- F10.7 Subject to subclause F10.8, public holidays count as service for all purposes.
- F10.8 A public holiday will not count as service if it occurs while the employee is on a period of leave not to count as service.

F11 CHRISTMAS SHUTDOWN

Purpose

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

Eligibility

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

Entitlement

- F11.3 Subject to Part 2 subclause U8.5, employees are entitled to two days of paid absence during the Christmas shutdown period, which are the working days between 28 December and 31 December inclusive.
- F11.4 Only those employees who are directed or rostered to work during this period may attend for work over the Christmas shutdown period.
- F11.5 [This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.]
- F11.6 [This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.]
- F11.7 [This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.]
- F11.8 [This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.]

Rate of payment

- F11.9 Christmas shutdown absence is granted with pay.

Effect on other entitlements

- F11.10 Christmas shutdown absence counts as service for all purposes.

F12 COMPASSIONATE LEAVE

Purpose

- F12.1 Compassionate leave is available to employees to enable them to be absent from duty when 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

- F12.2 Compassionate leave is available to all employees.

Entitlement

- F12.3 An employee may be granted compassionate leave from the first day of service.
- F12.4 Compassionate leave is non-cumulative.
- F12.5 Employees are entitled to up to five days of compassionate leave on each occasion of the death of a member of the employee’s immediate family or household. The head of service may grant an additional paid or unpaid period of compassionate leave for this purpose.

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

Evidence and conditions

- F12.7 The employee should discuss with their manager/supervisor, as soon as practicable, their absence or intention to be absent on compassionate leave.
- F12.8 An employee must make an application to the head of service to access compassionate leave.
- F12.9 The head of service may request evidence that would satisfy a reasonable person that an application for compassionate leave is for a purpose specified in subclause F12.1.
- F12.10 Having met the requirements of this clause, the head of service will approve an employee's application to access compassionate leave.
- F12.11 If the employee has not provided the evidence requested under subclause F12.9, a decision not to approve the leave may be taken in accordance with subclause F2.1.

Rate of payment

- F12.12 Compassionate leave will be granted with pay, except for casual employees and except where it is granted without pay under subclause F12.5.5 or F12.6.

Effect on other entitlements

- F12.13 Compassionate leave with pay will count as service for all purposes.
- F12.14 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.

Access to other leave entitlements

- F12.15 If compassionate leave of at least one day is granted while an employee is absent on another type of leave, the other type of leave will be re-credited for the period of the absence on compassionate leave.

F13 COMMUNITY SERVICE LEAVE

Purpose

- F13.1 Community service leave is available to employees to allow them to be absent from the workplace to engage in the following three distinct types of community service activities:
- a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - b) a voluntary emergency management activity; or
 - c) other recognised voluntary community service activity.

Jury Service

Eligibility

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

Entitlement

F13.3 Community service leave for jury service is non-cumulative.

Evidence and conditions

F13.4 Although the granting of community service leave for jury service is deemed to be approved, an employee must:

- a) submit a leave application for the period of the absence; and
- b) provide sufficient documentary evidence of the reason for the absence.

F13.5 The employee should discuss with their manager/supervisor their intention to be absent on community service leave for jury service.

Rate of payment

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

F13.7 If the employee is paid jury fees, this amount must be deducted from the employee's pay less reasonable out-of-pocket expenses.

Effect on other entitlements

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

F13.9 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid community service leave for jury service will be paid as a normal public holiday and will not be considered to be community service leave for jury service.

Voluntary Emergency Management

Eligibility

F13.10 An employee who is a member of a relevant emergency service, including:

- a) a state or territory emergency service;
- b) a fire-fighting service;
- c) a search and rescue unit; or
- d) other volunteer service performing similar functions,

is eligible for community service leave for voluntary emergency management.

- F13.11 A casual employee who is a member of a relevant emergency service is eligible to unpaid community service leave for voluntary emergency management service.

Entitlement

- F13.12 Eligible employees are entitled to be absent on unpaid leave to engage in a voluntary emergency management activities, subject to operational requirements in the workplace.
- F13.13 Eligible employees, other than casual employees, are eligible for up to four days paid community service leave for voluntary emergency management per emergency.
- F13.14 Community service leave for voluntary emergency management is non-cumulative.

Evidence and conditions

- F13.15 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.
- F13.16 An employee must make an application to the head of service to access their paid community service leave for voluntary emergency management entitlement.
- F13.17 The employee must, if requested by the head of service, provide sufficient documentary evidence of the reason for the absence.
- F13.18 The head of service may grant paid community service leave for voluntary emergency management to enable the employee to fulfil an obligation in the event of a civil emergency.
- F13.19 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 F2.1.

Rate of payment

- F13.20 Where paid leave is granted for community service leave for voluntary emergency management, it is paid at the employee's ordinary hourly rate of pay.

Effect on other entitlements

- F13.21 A period of approved community service leave for voluntary emergency management will count as service for all purposes.
- F13.22 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid community service leave for voluntary emergency management will be paid as a normal public holiday and will not be considered to be community service leave for voluntary emergency management.

Additional leave

- F13.23 Additional paid leave may be approved by the head of service for any voluntary emergency management duties required to be performed by an employee who is a member of a state or territory emergency service.

Voluntary Community Service

Eligibility

- F13.24 Community service leave for voluntary community service is available to all employees.

Entitlement

- F13.25 Employees, other than casual employees, are entitled to up to three days of paid leave for community service leave to engage in a recognised voluntary community service activity within a 12 month period.
- F13.26 Community service leave for voluntary community service is non-cumulative.
- F13.27 An employee may be granted unpaid community service leave to engage in a recognised voluntary community service activity, subject to operational requirements in the workplace.

Evidence and conditions

- F13.28 An employee should discuss their intention to be absent on community service leave for voluntary community service, as soon as practicable, with their manager/supervisor.
- F13.29 An employee must make an application to the head of service to access their community service leave for voluntary community service entitlement.
- F13.30 The head of service may request sufficient documentary evidence of the reason for the absence.
- F13.31 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 guidelines; and
 - c) there is a risk the activity would place the employee in a real or perceived conflict of interest.
- F13.32 Leave for a voluntary community service activity must not be approved for activities which:
- a) involve any payment in cash or kind for the duties performed by the employee; or
 - b) replace work ordinarily undertaken by a paid worker; or
 - c) are undertaken solely for direct personal benefit of the employee; or
 - d) place the employee in a conflict of interest situation; or
 - e) are primarily focussed on promoting particular religious or political views; or

f) involves work which does not have a community focus.

F13.33 Having considered the requirements of this clause the head of service may approve an employee's application to access paid or unpaid community service leave for voluntary community service.

F13.34 A decision not to approve the leave must be made in accordance with subclause F2.1.

Rate of payment

F13.35 Community service leave for voluntary community service is granted with pay for the first three days leave in a 12 month period to all employees except casual employees.

Effect on other entitlements

F13.36 Community service leave for voluntary community service will count as service for all purposes up to a maximum of 23 days in any 12 month period.

F13.37 Where the head of service has approved a request for unpaid community service leave for voluntary community service exceeding 20 days in a 12 month period, this leave in excess of 20 days will not count as service.

F13.38 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid community service leave for voluntary community service will be paid as a normal public holiday and will not be considered to be community service leave for voluntary community service.

Access to other leave entitlements

F13.39 Leave granted under this provision may be taken in combination with approved annual or long service leave.

F14 MATERNITY LEAVE

Purpose

F14.1 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

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

F14.3 An employee is eligible for maternity leave where termination of the pregnancy occurs within 20 weeks of the expected date of birth of the child. Where an employee's pregnancy terminates more than 20 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

- F14.4 An employee who is eligible for maternity leave and who has completed 12 months of continuous service, including recognised prior service, is eligible for paid maternity leave.
- F14.5 An employee who is eligible for maternity leave and who completes 12 months of continuous service within the first 18 weeks of maternity leave is eligible for paid maternity leave for the period between completing 12 months of service and the end of the first 18 weeks of maternity leave.
- F14.6 An employee who is eligible for paid maternity leave and who is on approved leave without pay is eligible for paid maternity leave for the period between completing the approved period of leave without pay and the end of the first 18 weeks of maternity leave.

Entitlement

- F14.7 An eligible employee is entitled to be absent for up to 52 weeks maternity leave for each pregnancy. To avoid doubt, the entitlement under this clause does not increase in cases of multiple births.
- F14.8 Subject to subclause F14.4, an employee who is eligible for paid maternity leave is entitled to be paid for the first 18 weeks of maternity leave and this entitlement is in addition to the Federal paid parental leave scheme.
- F14.9 Maternity leave is non-cumulative.
- F14.10 Subject to subclauses F14.12 and F14.13, 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.
- F14.11 An eligible employee's period of maternity leave will commence:
- a) subject to subclause F14.12, 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 20 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.
- F14.12 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.
- F14.13 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.

Section F - Leave

- F14.14 An employee who has given birth to a child may resume duty following the end of the six week period after the birth of the child and earlier than the end of the approved period of maternity leave subject to the approval of the head of service.
- F14.15 An employee is entitled to return to work in accordance with the provisions in the National Employment Standards (NES) of the FW Act.

Evidence and conditions

- F14.16 An employee must give notice to their manager/supervisor as soon as practicable of their intention to be absent on maternity leave.
- F14.17 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.
- F14.18 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.
- F14.19 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

- F14.20 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.
- F14.21 Despite subclause F14.20, where an employee varies their ordinary hours of work, either from part-time to full-time, from part-time to different part-time, or from full-time to part-time, during the 12 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 12 month period immediately before the period of maternity leave commences.
- F14.22 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause F14.21.
- F14.23 Paid 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 36 weeks at half pay.
- F14.24 The head of service may approve, subject to a medical certificate from a registered medical practitioner, an employee taking paid 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.
- F14.25 A period of paid maternity leave does not extend the maximum 52 week period of maternity leave available to an eligible employee.

- F14.26 An employee's period of absence on maternity leave between the paid period of maternity leave and the maximum 52 week period of maternity leave will be without pay, unless other paid leave entitlements are accessed.

Effect on other entitlements

- F14.27 Maternity leave with pay will count as service for all purposes.
- F14.28 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.
- F14.29 Subject to subclause F14.28 any period of unpaid maternity leave taken by an employee will not count as service for any purpose but does not break continuity of service.
- F14.30 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

- F14.31 An application by an employee for long service leave or annual leave during a period that would otherwise be an unpaid period of maternity leave will be granted to the extent of available entitlements.
- F14.32 Subject to subclause F4.54, 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

- F14.33 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.).
- F14.34 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.
- F14.35 For the purpose of subclause F14.33, a medical certificate is not required.

F15 SPECIAL MATERNITY LEAVE

Purpose

- F15.1 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 28 weeks of the expected date of birth, other than by the birth of a living child.

Note: If a pregnancy ends within 20 weeks of the expected date of birth of the child the employee may be entitled to paid or unpaid maternity leave as per subclauses F14.3 and F14.4.

Eligibility

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

Entitlement

F15.3 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

F15.4 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.

F15.5 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.

F15.6 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

F15.7 Special maternity leave is granted without pay.

Effect on other entitlements

F15.8 Special maternity leave does not count as service for any purpose.

F15.9 Special maternity leave does not break continuity of service.

F15.10 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

F15.11 Special maternity leave is in addition to any accrued personal leave entitlement.

F15.12 Special maternity leave is in addition to compassionate leave.

F16 PRIMARY CARE GIVER LEAVE

Purpose

F16.1 Primary care giver leave is available to employees to enable them to be absent from duty to:

- a) care for and bond with a newborn child; and
- b) support the protection of the family and children under the *Human Rights Act 2004*.

Eligibility

- F16.2 Primary care giver leave is available to employees, other than casual employees, who are the primary care giver of a newborn child.
- F16.3 An employee who has completed at least 12 months continuous service, including recognised prior service, is eligible for primary care giver leave.
- F16.4 An employee who is eligible for paid maternity leave, foster and short term care leave, or adoption or permanent care leave is not eligible for primary care giver leave.
- F16.5 An employee who completes 12 months of continuous service within 18 weeks of becoming the primary care giver for a child is eligible for primary care giver leave for the period between completing 12 months of qualifying service and the end of the first 18 weeks of becoming the primary care giver of the child.

Entitlement

- F16.6 An eligible employee is entitled to 18 weeks of paid leave in relation to each birth and this entitlement is in addition to the Federal paid parental leave scheme. To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or care and protection orders that apply to more than one child.
- F16.7 Primary care giver leave is non-cumulative.
- F16.8 An employee is entitled to return to work in accordance with the provisions in the National Employment Standards.

Evidence and conditions

- F16.9 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on primary care giver leave.
- F16.10 An employee must make an application to the head of service to access their primary care giver leave.
- F16.11 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which the primary care giver leave application is made, which may include:
 - 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.
- F16.12 In all cases, details of leave being taken by the employee's domestic partner must be provided.
- F16.13 Before granting primary care giver leave, the head of service must be satisfied that the employee demonstrates that they are the primary care giver.

Example 1: The primary care giver may be the father of the newborn child.

Example 2: The primary care giver may be the domestic partner of the newborn child's mother.

Section F - Leave

- F16.14 For the purposes of this clause a newborn is considered to be a baby of up to 14 weeks old. In extenuating circumstances, the head of service may approve primary care giver leave when a newborn is more than 14 weeks old.
- F16.15 Having considered the requirements of this clause the head of service will approve an employee's application to access primary care giver leave.
- F16.16 The total combined entitlement under this clause and the maternity leave clause, and equivalent clauses in any other ACTPS enterprise agreement, is 18 weeks of paid leave in relation to the birth.
- F16.17 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

- F16.18 Primary care giver leave will be granted with pay.
- F16.19 The rate of payment to be paid to the employee during a paid period of primary care giver leave is the same rate as would be paid if the employee was granted personal leave.
- F16.20 Despite subclause F16.19, where an employee varies their ordinary hours of work, either from part-time to full-time, from part-time to different part-time, or from full-time to part-time, during the 12 month period directly preceding primary care giver leave, the rate of payment for the paid component of their primary care giver leave, which will be capped at full-time rates, will be calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the 12 month period immediately before the period of primary care giver leave commences.
- F16.21 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause F16.20.
- F16.22 Primary care giver leave may be granted in any combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to 36 weeks at half pay.

Effect on other entitlements

- F16.23 Primary care giver leave will count as service for all purposes.
- F16.24 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on primary caregiver leave will not be paid as a normal public holiday.

Access to other leave entitlements

- F16.25 Primary care giver leave does not extend the maximum period of unpaid parental leave available to an employee.

Keep in touch arrangements

- F16.26 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.).

- F16.27 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.

F17 PARENTAL LEAVE

Purpose

- F17.1 Parental leave without pay is in addition to the provisions available in maternity leave, primary care giver leave and adoption or permanent care leave and is available to employees to enable them to be absent from duty following the birth or adoption of a child or the commencement of a permanent caring arrangement for a child.

Eligibility

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

Entitlement

- F17.3 An employee is entitled to up to two years of parental leave following the child's birth, adoption or commencement of a permanent caring arrangement, less any period of maternity leave, primary care giver leave or adoption or permanent care leave which the employee has taken in relation to the same child.
- F17.4 To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or permanent caring arrangements that apply to more than one child at any one time.
- F17.5 At the end of this time the employee is entitled to return to work in accordance with the provisions in the National Employment Standards (NES) of the FW Act.
- F17.6 An employee is entitled to apply for and will be granted an additional year of parental leave for up to two occasions of birth, adoption or commencement of a permanent caring arrangement, provided that the employee agrees, where necessary, to become unattached.

Evidence and conditions

- F17.7 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on parental leave.
- F17.8 An employee must make an application to the head of service to access their unpaid parental leave entitlement.
- F17.9 Having considered the requirements of this clause the head of service will approve an employee's application to access parental leave.
- F17.10 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which the unpaid parental leave application is made, which may include:
- 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.

F17.11 The head of service will not grant parental leave if the employee's domestic partner is on parental leave and is an employee of the ACTPS.

Rate of payment

F17.12 Parental leave will be granted without pay.

Effect on other entitlements

F17.13 Parental leave does not count as service for any purpose.

F17.14 Parental leave does not break continuity of service.

F17.15 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on parental leave will not be paid as a normal public holiday.

Access to other leave entitlements

F17.16 An employee on parental leave may access annual and long service leave on full or half pay to the extent of available entitlements.

F17.17 An application by an employee for personal leave during a period that would otherwise be a period of parental leave will be granted subject to the employee providing a certificate from a registered health professional operating within their scope of practice.

Keep in touch arrangements

F17.18 An employee may agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.), less any keep in touch time approved during maternity or primary caregiver leave as per subclauses F14.33 or F16.26.

F17.19 The employee will be paid at their ordinary hourly rate of pay for this time. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to parental leave.

F18 BONDING LEAVE

Purpose

F18.1 Bonding leave is available to employees to enable them to be absent from duty to:

- a) bond with a newborn child, adopted child or a child for whom the employee's domestic partner has commenced a primary care giving role under a permanent caring arrangement;
- b) support the protection of the family and children under the *Human Rights Act 2004*.

Eligibility

- F18.2 Bonding leave is available to employees, other than casual employees, at the time of the child's birth, adoption or the commencement of a permanent caring arrangement when the employee is not the primary care giver to the child.
- F18.3 An employee who is eligible for paid 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

- F18.4 Under this clause, an employee is entitled to be absent on paid leave for a maximum of two weeks (ten working days) at, or near, the time of the birth, adoption or commencement of the permanent caring arrangement. The maximum absence may be increased by a further five days of personal leave for bonding purposes as per subclause F4.44.
- F18.5 In accordance with the National Employment Standards, an eligible employee is entitled to be absent up to a maximum of eight weeks of concurrent unpaid bonding leave in the first 12 months following the birth or adoption or commencement of a permanent caring arrangement for a child, subject to a minimum period of two weeks at a time unless a shorter period is agreed by the head of service.
- F18.6 The entitlement under subclause F18.5 will be reduced by the extent of the entitlement accessed by an employee under subclause F18.4.
- F18.7 To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or permanent caring arrangements that apply to more than one child at the one time.
- F18.8 Bonding leave is non-cumulative.
- F18.9 Paid bonding leave must be taken as a single ten day block. The five days of personal leave accessed as per subclause F4.44 may be taken at any time up to 14 weeks from the date of the birth, adoption or commencement of the permanent caring arrangement.
- F18.10 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 care giver leave.

Evidence and conditions

- F18.11 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on bonding leave.
- F18.12 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.
- F18.13 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.

F18.14 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 14 weeks (not applicable in cases of adoption or permanent caring arrangements); or
- b) an adopted child or child who is the subject of a permanent caring arrangement over the age of eighteen on the day of placement.

Rate of payment

F18.15 Bonding leave will be granted with or without pay.

F18.16 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

F18.17 Paid bonding leave will count as service for all purposes and unpaid bonding leave will not count as service for any purposes but will not break continuity of service.

F18.18 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.

F19 GRANDPARENTAL LEAVE

Purpose

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

Eligibility

F19.2 Grandparental leave is available to employees other than casual employees and employees on probation.

F19.3 To be eligible for grandparental leave, the baby or child whom the employee is providing care for must be:

- 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

- F19.4 An eligible employee may be granted up to 52 weeks of grandparental leave, in relation to each grandchild under care. This leave may be taken over a period not exceeding five years.
- F19.5 Grandparental leave is available up until the fifth birthday of the grandchild for whom the employee is the primary care giver.
- F19.6 Grandparental leave is non-cumulative.
- F19.7 The length of a period of absence on grandparental leave must be agreed between the eligible employee and the head of service.

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

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

Example 3: A larger block of leave such as six or twelve months.
- F19.8 If an employee is absent on grandparental leave and becomes a grandparent to another grandchild, for whom they are the primary care giver, a new application must be made as per subclause F19.4.

Evidence and conditions

- F19.9 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on grandparental leave.
- F19.10 An employee must make an application to the head of service to access their grandparental leave entitlement, and must include details of the period, or expected period, of the absence.
- F19.11 Having considered the requirements of this clause the head of service may approve an employee's application to access grandparental leave. A decision not to approve the leave will be taken in accordance with subclause F2.1.
- F19.12 The head of service should not approve an application for grandparental leave where an employee has an annual leave balance in excess of eight weeks.
- F19.13 An application for grandparental leave must include evidence in the form of:
 - 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.
- F19.14 If both grandparents are employees of the ACTPS either grandparent may be granted leave but the leave may not be taken concurrently.

Rate of payment

F19.15 Grandparental leave will be granted without pay.

Effect on other entitlements

F19.16 Employees cannot engage in outside employment during a period of grandparental leave without the prior approval of the head of service.

F19.17 Grandparental leave will count as service for all purposes except the accrual of annual leave and personal leave.

F19.18 Grandparental leave will not break continuity of service.

F19.19 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on grandparental leave will not be paid as a normal public holiday.

Access to other leave entitlements

F19.20 An employee on grandparental leave may access annual leave, purchased leave or long service leave.

F19.21 An application by an employee for personal leave during a period that would otherwise be grandparental leave will be granted subject to the employee providing a certificate from a registered health professional who is operating within their scope of practice.

Unattachment

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

F20 ADOPTION OR PERMANENT CARE LEAVE

Purpose

F20.1 Adoption or permanent care leave is available to employees to enable them to be absent from duty to:

- 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

F20.2 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.

F20.3 An employee who has completed at least 12 months continuous service, including recognised prior service, is eligible for adoption or permanent care leave.

- F20.4 An employee who is eligible for paid primary care giver leave is not eligible for adoption or permanent care leave.
- F20.5 An employee who completes 12 months of continuous service within 18 weeks of becoming the primary care giver for an adopted child or a child for whom the employee has a permanent caring responsibility is eligible for adoption or permanent care leave for the period between completing 12 months of qualifying service and the end of the first 18 weeks of becoming the primary care giver of the child.

Entitlement

- F20.6 An eligible employee is entitled to 18 weeks of paid leave in relation to each occasion of adoption or commencement of a permanent caring responsibility.
- F20.7 A casual employee is entitled to unpaid pre-adoption leave in accordance with the provisions of the National Employment Standards.
- F20.8 To avoid doubt, the entitlement under subclause F20.6 does not increase when the adoption or permanent caring responsibility involves more than one child at the time of application.
- F20.9 Adoption and permanent care leave is non-cumulative.
- F20.10 An employee is entitled to return to work in accordance with the provisions in the National Employment Standards.

Evidence and conditions

- F20.11 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on adoption or permanent carer leave.
- F20.12 An employee must make an application to the head of service to access their adoption or permanent care leave.
- F20.13 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*.
- F20.14 In all cases details of leave being taken by the employee's domestic partner must be provided.
- F20.15 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.
- F20.16 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.

- F20.17 Adoption or permanent care leave may commence up to one week prior to the date the employee assumes permanent caring responsibility for the child but not later than the formal commencement of the adoption or permanent caring responsibility, unless exceptional circumstances apply.
- F20.18 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

- F20.19 Adoption or permanent care leave will be granted with pay, except for unpaid pre-adoption leave for casual employees.
- F20.20 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.
- F20.21 Despite sub-clause F20.20 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 12 month period directly preceding adoption or permanent caring leave, the rate of payment for the paid component of their adoption or permanent care leave, which will be capped at full-time rates, will be calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the 12 month period immediately before the period of adoption or permanent care leave commences.
- F20.22 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of sub-clause F20.21.
- F20.23 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 36 weeks at half pay.

Effect on other entitlements

- F20.24 Paid adoption or permanent care leave will count as service for all purposes.
- F20.25 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

- F20.26 Adoption or permanent care leave does not extend the maximum period of unpaid parental leave available to an employee.

F21 FOSTER AND SHORT TERM CARE LEAVE

Purpose

- F21.1 Foster and short term care leave is available to employees to enable them to be absent from duty to:
- 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

- F21.2 Foster and short term care leave is available to employees other than casual employees who are the primary care giver of a child in an emergency or other out of home care placement that has not been determined as permanent.
- F21.3 An employee who has completed at least 12 months continuous service, including recognised prior service, is eligible for foster and short term care leave.

Entitlement

- F21.4 An eligible employee will be entitled to a period of paid leave proportionate to the duration of the caring arrangement per application 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 of leave.

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

- F21.5 Where the duration of the existing arrangement is subsequently altered, for example, a change from an emergency placement to a short term placement, the employee may, subject to further application and approval, have their leave extended up to a maximum period of ten working days.
- F21.6 An eligible employee will be entitled to paid leave as per sub-clause F21.4 to undertake accreditation towards an enduring parental authority to care for the child(ren) to whom the current short term caring arrangement applies.
- F21.7 The entitlement under sub-clause F21.4 does not increase when the short term caring arrangement involves more than one child at the time of application.
- F21.8 Foster and short term care leave is non-cumulative.
- F21.9 Where an employee exhausts their paid leave entitlement under this clause the employee may seek approval for further unpaid leave.

Evidence and conditions

- F21.10 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on foster and short term care leave.
- F21.11 An employee must make an application, as soon as practicable, to the head of service to access their foster and short term care leave.
- F21.12 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which each foster and short term care leave application is made, which may include:
 - 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

- F21.13 Foster and short term care leave will be granted with pay or without pay.
- F21.14 The rate of payment during absence on a period of paid foster and short term care leave is the same rate as would be paid if the employee was granted personal leave.
- F21.15 The approved leave period may be taken at full pay in a single block or as single or part days.

Effect on other entitlements

- F21.16 Paid foster and short term care leave will count as service for all purposes and unpaid foster and short term care leave will not count as service for any purposes but will not break continuity of service.
- F21.17 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid foster and short term care leave will be paid as a normal public holiday and will not be considered to be foster and short term care leave.

Access to other leave entitlements

- F21.18 An eligible employee will be required to have exhausted their entitlement under this leave clause before accessing their personal leave credit to care for a child, for whom they are responsible under a short term caring arrangement, who is ill or injured.

F22 LEAVE FOR DOMESTIC VIOLENCE PURPOSES

Purpose

- F22.1 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.
- F22.2 Domestic violence is defined in the Dictionary.

Eligibility

- F22.3 Leave for domestic violence purposes is available to all employees with the exception of casual employees.
- F22.4 Casual employees are entitled to access leave without pay for domestic violence purposes.

Entitlement

- F22.5 An employee experiencing domestic violence will have access up to a maximum of 20 days per calendar year paid leave, subject to the provision of appropriate evidence. Leave for domestic violence purposes is non-accumulative.
- F22.6 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 or service will, grant paid leave under clause F5 of this Agreement (Personal Leave in Extraordinary and Unforeseen Circumstances), subject to available credit. If the employee

subsequently produces supporting evidence, the personal leave will be re-credited and the leave taken will be converted to leave for domestic violence purposes.

F22.7 Leave for domestic violence purposes is to be used to:

- a) attend appropriate medical appointments for referral to other appropriate counselling or support services;
- b) obtain legal advice;
- c) attend counselling appointments;
- d) seek assistance from other relevant support services;
- e) attend court proceedings;
- f) attend prosecution appointments;
- g) attend police appointments;

or to access:

- a) alternative accommodation;
- b) alternative childcare or schooling for children;

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

F22.8 Leave for domestic violence purposes may be taken as consecutive or single days or as part days.

F22.9 For confidentiality and privacy reasons leave for domestic violence purposes will be attributed as coming under “where leave cannot be granted under any other provision” which is included and identified within “Other Leave Types” in Annex D of this Agreement.

Evidence and conditions

F22.10 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.

F22.11 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.

F22.12 Evidence of the occurrence of domestic violence will be required to access leave for domestic violence purposes.

F22.13 Evidence may include:

- a) a document issued by the police;
- b) a written referral, issued by a registered medical practitioner or registered nurse, to a counsellor trained in providing support in domestic violence situations;

- c) a document issued by a court, or a counsellor trained in providing support to people experiencing the effects of domestic violence;
- d) written confirmation from an Employee Assistance Program provider or from a domestic violence support service that the employee is experiencing domestic violence issues.

F22.14 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

F22.15 Leave for domestic violence purposes is granted with pay. Casual employees are entitled to access leave without pay for domestic violence purposes.

F22.16 Leave for domestic violence purposes will not be granted at half pay, unless there are extenuating circumstances.

Effect on other entitlements

F22.17 Leave with pay for domestic violence purposes will count as service for all purposes. Leave without pay for domestic violence purposes will not count as service for any purpose, but will not break an employee's continuity of service.

Access to other leave entitlements

F22.18 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.

F22.19 Employees should utilise personal leave for an illness or injury, or to seek treatment for an illness or injury, caused by domestic violence.

F22.20 Leave entitlements under clause F5 of this Agreement (Personal Leave in Extraordinary and Unforeseen Circumstances) may be used by an employee who is seeking leave to support a person who is experiencing domestic violence.

Further consideration

F22.21 The head of service and AEU covered by this 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 stakeholders 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.

F23 RECOVERY LEAVE ARRANGEMENTS FOR SENIOR OFFICER GRADE A AND B AND EQUIVALENT EMPLOYEES

F23.1 Details of recovery leave arrangements for office based School Leader A and B are contained in Part 2 clause V5.

F24 OTHER LEAVE

Purpose

F24.1 Other leave is available to employees to enable them to be absent from duty for a variety of purposes as set out in Annex D.

F24.2 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

F24.3 An employee who meets the eligibility requirements specified in Annex D is eligible to apply for that form of other leave.

Entitlement

F24.4 An employee may be granted other leave to the maximum period set out in Annex D.

Evidence and conditions

F24.5 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.

F24.6 An employee must make an application to the head of service to access a form of other leave.

F24.7 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 F2.1.

F24.8 The employee must, if requested by the head of service, provide sufficient documentary evidence supporting the reason for the absence.

F24.9 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 Annex D.

Rate of payment

F24.10 Other leave may be granted with or without pay in accordance with Annex D.

Effect on other entitlements

F24.11 A period of other leave will, or will not, count as service in accordance with Annex D.

F24.12 Public holidays for which the employee is entitled to payment that fall during periods of absence on other paid leave will be paid as a normal public holiday and will not reduce an entitlement of the employee to other leave under Annex D.

Access to other leave entitlements

F24.13 Leave will not be granted under this provision if another form of leave is more appropriate.

Unattachment

F24.14 Where the leave is without pay for a period of more than 12 months the head of service may, with the employee's written consent, declare the employee unattached.

F25 LONG SERVICE LEAVE

F25.1 The eligibility requirements and entitlements for long service leave under the PSM Standards apply subject to the provisions of this clause.

F25.2 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.

F25.3 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.

F25.4 Employees will receive payment on separation of any pro rata entitlements after seven years eligible service.

F25.5 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.

F25.6 To encourage the flexible use of long service leave:

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

Section G - Communication and Consultation

G1 CONSULTATION

- G1.1 There should be effective consultation and employee participation in decisions that affect an employee's employment. This is essential to the successful management of change.
- G1.2 Where there are proposals by the ACTPS to introduce changes in the organisation or to existing work practices, the head of service will consult with affected employees and the AEU.
- G1.3 The head of service will provide relevant information to assist the employees and the AEU to understand the reasons for the proposed changes and the likely impact of these changes so that the employees and AEU are able to contribute to the decision making process.
- G1.4 For the purpose of providing effective consultation:
- a) adequate time will be provided to employees and the AEU to consult with the relevant Directorate;
 - b) Directorate Consultative Committee (DCC)s or equivalent 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 relevant DCC to operate at the local level. Where established these levels of consultation will deal with workplace specific issues before such issues may be raised with the DCC and have membership agreed by the DCC.
- G1.5 A DCC or equivalent for employees covered by this Agreement will:
- a) monitor the operation and implementation of this Agreement;
 - b) consider any proposed new or proposed significant changes to Directorate policy statements and guidelines that relate to the provisions of this Agreement; and
 - c) exchange information about workplace issues affecting employees; and
 - d) consult on any existing performance management schemes, and on the development of any new performance management schemes, in the Directorate;
 - e) meet at least quarterly, unless otherwise agreed; and
 - f) have terms of reference agreed to by the members of the DCC.
- G1.6 The Chief Minister and Treasury Directorate will consult with the AEU and employees prior to the finalisation of any significant changes or any new provisions in the PSM Act and the PSM Standards and any new service wide policy statements or guidelines that relate to the provisions of this Agreement.

Consultation on changes to regular rosters or ordinary hours of work

G1.7 Where the ACTPS proposes to introduce a change to the regular roster or ordinary hours of work of employees, the following will apply:

- a) the head of service must notify the relevant employees of the proposed change;
- b) the head of service must recognise the affected employees' union or other representative;
- c) as soon as practicable after proposing to introduce the change, the head of service must:
 - i. discuss with the relevant employees the introduction of the change; and
 - ii. for the purposes of the discussion, provide to the relevant employees:
 - all relevant information about the change, including the nature of the change; and
 - information about what the head of service reasonably believes will be the effects of the change on the employees; and
 - information about any other matters that the head of service reasonably believes are likely to affect the employees; and
 - iii. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

G1.8 However, the head of service is not required to disclose confidential or commercially sensitive information to the relevant employees.

G1.9 The head of service must give prompt and genuine consideration to matters raised about the change by the relevant employees.

G1.10 These provisions are to be read in conjunction with other consultative obligations detailed in the Agreement.

Note: In this term "**relevant employees**" means the employees who may be affected by a change referred to in subclause G1.7.

G1.11 In addition, the employer undertakes that, for the purposes of subclause G1.2, the head of service will recognise and consult with the affected employee(s), their union or other representative.

G2 DISPUTE AVOIDANCE/SETTLEMENT PROCEDURES

G2.1 The objective of these procedures is the prevention and resolution of disputes about:

- a) matters arising in the workplace, including disputes about the interpretation or implementation of the Agreement; and
- b) the application of the National Employment Standards.

G2.2 For the purposes of this clause, except where the contrary intention appears, the term 'parties' refers to 'parties to the dispute'.

Section G – Communication and Consultation

- G2.3 All persons covered by this Agreement agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of, disputes.
- G2.4 An employee who is a party to the dispute may appoint a representative, which may be a relevant union, for the purposes of the procedures of this clause.
- G2.5 In the event there is a dispute, the following processes will apply.
- G2.6 Where appropriate, the relevant employee or the employee's representative will discuss the matter with the employee's supervisor. Should the dispute not be resolved, it will proceed to the appropriate management level for resolution.
- G2.7 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 of the dispute will be discussed.
- G2.8 If the dispute remains unresolved after this procedure, a party to the dispute may refer the matter to the FWC.
- G2.9 The FWC may deal with the dispute in two stages:
- a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if the FWC is unable to resolve the dispute at this first stage, the FWC may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- G2.10 The FWC may exercise any powers it has under the FW Act as are necessary for the just resolution or determination of the dispute.
- G2.11 A person may be assisted and represented at any stage in the dispute process in the FWC on the same basis as applies to representation before the FWC under section 596 of the FW Act.
- G2.12 All persons involved in the proceedings under subclause G2.9 will participate in good faith.
- G2.13 Unless the parties agree to the contrary, the FWC will, in responding to the matter, have regard to whether a party has applied the procedures under this term and acted in good faith.
- G2.14 The parties agree to be bound by a decision made by the FWC in accordance with this clause.
- G2.15 However, any party may appeal a decision made by the FWC in accordance with the FW Act.
- G2.16 Despite the above, the parties may agree to submit the dispute to a body or person other than the FWC. Where the parties agree to submit the dispute to another body or person:
- a) all of the above provisions apply, unless the parties agree otherwise; and

- b) references to the FWC in the above provisions will be read as a reference to the agreed body or person;
- c) all obligations and requirements on the parties and other relevant persons under the above provisions will be complied with; and
- d) the agreed body or person must deal with the dispute in a manner that is consistent with section 740 of the FW Act.

G2.17 While the parties are trying to resolve the dispute using procedures in this clause:

- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- b) an employee must comply with a direction given by the 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 occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

G3 FLEXIBILITY TERM

G3.1 The head of service and an individual employee may agree to vary the application of certain provisions of this Agreement to meet the particular needs of a business unit in the ACTPS and of the individual employee (an individual flexibility arrangement).

G3.2 The provisions of this Agreement that the head of service and an individual employee may agree to vary through an individual flexibility arrangement are:

- a) pattern of required hours of attendance (subclause Q1.3);
- b) part-time hours (subclause V1.2);
- c) flextime for office-based teachers (clause V4); and
- d) recovery leave arrangements for School Leader A and B (clause V5).

G3.3 The head of service must ensure that the terms of the individual flexibility arrangement:

- a) are about matters that would be permitted if the arrangement were an enterprise agreement;
- b) does not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
- c) will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

- G3.4 The head of service must ensure that the individual flexibility arrangement:
- a) identifies the clause in G3.2 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 the arrangement; and
 - d) states the day the arrangement commences.
- G3.5 An individual flexibility arrangement made under this clause must be genuinely agreed to by the head of service and the individual employee.
- G3.6 Except as provided in paragraph G3.7(b), an individual flexibility arrangement made under this clause must not include a provision that requires the individual flexibility arrangement to be approved, or consented to, by another person.
- G3.7 The head of service must ensure that an individual flexibility arrangement made under this clause must be in writing and signed:
- a) in all cases - by the employee and the head of service; and
 - b) if the employee is under eighteen – by a parent or guardian of the employee.
- G3.8 The head of service must give the employee a copy of an individual flexibility arrangement made under this clause within fourteen days after it is agreed to.
- G3.9 The head of service or the employee may terminate the individual flexibility arrangement:
- a) by giving written notice of no more than twenty eight days to the other party to the arrangement; or
 - b) if the head of service and the employee agree in writing – at any time.
- G3.10 The right to make an individual flexibility arrangement under this clause is in addition to, and is not intended to otherwise affect, the right of the head of service and an individual employee to make an agreement under any other provision of this Agreement.

G4 FREEDOM OF ASSOCIATION

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

G5 WORK ORGANISATION

- G5.1 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.
- G5.2 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.
- G5.3 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.

G6 RIGHT OF EXISTING AND NEW EMPLOYEES TO REPRESENTATION IN THE WORKPLACE

- G6.1 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 AEU to represent its employees who are members, or eligible to become members of the AEU.
- G6.2 The FW Act prescribes the purpose and manner under which the AEU may exercise right of entry in the workplace. The ACTPS will grant the AEU access in accordance with the FW Act.
- G6.3 In addition, the ACTPS will:
- a) allow AEU 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 AEU to meet with new ACTPS employees who are members, or who are eligible to become members, of the AEU, at a time during normal working hours which the AEU and the head of service agree upon, and of which the head of service will advise the employees;
 - c) provide all new ACTPS employees with some form of induction program, including an induction package containing information about the AEU which the AEU has given the ACTPS; and
 - d) invite the AEU to attend any face to face induction of new ACTPS employees, the details of which the head of service will advise to the AEU contact officer or other nominated person with reasonable notice. Such attendance will be included as an integral part of the induction process and be for the purpose of delivering an information presentation including recruitment information to new ACTPS employees.
- G6.4 For the avoidance of doubt, nothing in clause G6.3 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.

G7 CO-OPERATION AND FACILITIES FOR UNIONS AND OTHER EMPLOYEE REPRESENTATIVES

- G7.1 For the purpose of ensuring that AEU and other employee representatives who are employees of the ACTPS can effectively fulfil their employee representative role under this Agreement, the following provisions will apply.
- G7.2 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 AEU and other employee representatives to assist them to fulfil their representative obligations, duties and responsibilities having regard to the ACTPS's statutory obligations, operational requirements and resources.
- G7.3 In addition to the ACTPS facilities outlined in subclause G7.2, where available, a union or employee representative who is an employee of the ACTPS will be able to establish designated Outlook public folders which will provide a collaborative electronic workspace to improve the flow of information. The use of ACTPS facilities will be in accordance with published whole-of-government policies and for matters other than for industrial action.
- G7.4 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 employee representative may be required to conduct these duties external to the workplace.

G8 ATTENDANCE AT INDUSTRIAL RELATIONS COURSES AND SEMINARS

- G8.1 For the purpose of assisting employees in gaining a better understanding of industrial relations issues relating to this Agreement, leave will be granted to employees to attend recognised short training courses or seminars on the following conditions:
- a) that operating requirements permit the granting of leave;
 - b) that the scope, content and level of the short courses contribute to the better understanding of industrial relations issues;
 - c) leave granted under this clause will be with full pay, not including shift and penalty payments or overtime; and
 - d) each employee will not be granted more than 15 days leave in any calendar year.
- G8.2 If the employee has applied for leave under subclause G8.1 and the application was rejected because of operational requirements, approval of any subsequent application for leave by the employee under subclause G8.1 will not be withheld unreasonably, provided that the employee gives the manager/supervisor at least 14 days notice in writing.
- G8.3 The ACTPS will accept any short course conducted or accredited by a relevant employee organisation (for example, AEU union(s), the Australian Council of Trade Unions or the ACT Trades and Labour Council) as a course to which subclause G8.1 applies.

G8.4 Leave granted for this purpose will count as service for all purposes.

G9 PRIVATISATION

G9.1 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.

G9.2 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.

G9.3 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.

G10 SUPERANNUATION

G10.1 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.

Section H - Workplace values and behaviours

H1 INTRODUCTION

- H1.1 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.
- H1.2 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.
- H1.3 The following provisions of Section H contain procedures for managing workplace behaviours that do not meet expected standards, including the management of cases of unsatisfactory work performance and misconduct.
- H1.4 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.
- H1.5 Any misconduct, underperformance, internal review or appeal process under the previous enterprise agreement that is not completed as at the date of commencement of this enterprise agreement will be completed under the previous enterprise agreement. Any right of appeal from that process will also be set out in the previous enterprise agreement.

H2 PRELIMINARY ASSESSMENT

- H2.1 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.
- H2.2 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 in accordance with the Procedures and Guidelines for Performance and Development referenced at Part 2 clause M2 of this Agreement;
 - 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.

H2.3 The manager/supervisor will inform the employee where a preliminary assessment process is commenced under subclause H2.1 if it is appropriate to do so.

H2.4 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.

H3 COUNSELLING

H3.1 Counselling may happen outside of the misconduct and underperformance processes. All parties have an obligation to participate in counselling in good faith.

H3.2 In cases where counselling is considered to be appropriate, the employee will be invited to have a support person, who may be the employee's union or other employee representative, present at the counselling and will allow reasonable opportunity for this to be arranged.

H3.3 The manager/supervisor or the head of service will create a formal record of the counselling which will include details about the ways in which the employee's conduct needs to change or improve and the time frames within which these changes or improvements must occur.

H3.4 The record of the counselling will be provided to the employee and the employee given an opportunity to correct any inaccuracies and provide comments before signing the record. The employee's signature is taken as representing their full agreement that the record accurately reflects the discussion. If the employee elects not to sign the record, then details of the offer and any reasons given for refusal will be clearly noted.

H3.5 Where the manager/supervisor or the head of service considers that the employee's conduct has not improved following counselling, an underperformance or misconduct process may be undertaken.

H4 UNDERPERFORMANCE

H4.1 Details of underperformance procedures for employees covered by this Agreement are contained in the Procedures and Guidelines for Performance and Development referenced at Part 2 clause M2 of this Agreement.

Underperformance action

H4.2 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 underperformance action(s) (subclause H4.3) 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.

- H4.3 At any time after seven calendar days from the date the head of service advised the employee under subclause H4.2, 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 incremental point;
 - d) temporarily or permanently reduce the employee's classification and pay;
 - e) [this part is not relevant to the Common Terms and Conditions for employees covered by this Agreement]
 - f) terminate the employee's employment.
- H4.4 The head of service will inform the employee in writing of the decision made under subclause H4.3, the reasons for the decision and the appeal mechanisms available under this Agreement.
- H4.5 At any time in these procedures, the employee may elect to be retired on the grounds of inefficiency.

H5 APPEAL RIGHTS

- H5.1 The employee has the right under Section J to appeal any underperformance action taken under subclause H4.3, except action to terminate the employee's employment.
- H5.2 The employee may have an entitlement to bring an action under the FW Act in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

H6 MISCONDUCT AND DISCIPLINE

Objectives and application

- H6.1 This clause establishes procedures for managing misconduct or alleged misconduct by an employee.
- H6.2 In applying these procedures to officers 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 H6 to H10 apply on an appropriate and proportionate basis according to the circumstances of the case.
- H6.3 The objective of these procedures is to encourage the practical and expeditious resolution of misconduct issues in the workplace.
- H6.4 All parties have an obligation to participate in misconduct processes in good faith.

What is misconduct?

- H6.5 For the purposes of this section, misconduct includes any of the following:
- a) the employee fails to meet the obligations set out in section 9 of the PSM Act 1994 (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 where a court finds that an employee has committed an offence but a conviction is not recorded, taking into account the circumstances and seriousness of the offence, the duties of the employee and the interests of the ACTPS and/or of the Directorate;
 - e) the employee fails to notify the head of service of criminal charges in accordance with clause H11; or
 - f) the employee makes a vexatious or knowingly false allegation against another employee.

What is serious misconduct?

- H6.6 Serious misconduct means conduct that is so serious that it may be inconsistent with the continuation of the employee’s employment with the Territory. Serious misconduct includes but is not limited to the kinds of serious misconduct defined within the Fair Work Regulations.

H7 DEALING WITH ALLEGATIONS OF MISCONDUCT

- H7.1 If, after receiving a recommendation from the manager/supervisor under paragraph H2.2(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 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 H9; and
 - c) inform the employee in writing of the alleged misconduct and that the matter is to be investigated.
- H7.2 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 with pay in accordance with clause H8. Where serious misconduct is alleged the head of service may suspend an employee without pay.
- H7.3 Notwithstanding the provisions of this section, the employment of an employee may be summarily terminated without notice for serious and wilful misconduct.
- H7.4 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 H10. 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 H10 to be made.

H8 SUSPENSION, REASSIGNMENT OR TRANSFER

- H8.1 This clause applies to all employees including eligible casual employees and employees on probation.
- H8.2 Subject to these procedures, the head of service may suspend with or without pay, reassign or transfer an employee where the head of service is satisfied that it is in the public interest, the interests of the ACTPS or the interests of the Directorate to do so while the alleged misconduct is investigated.
- H8.3 The procedures applying under sub-clauses H8.4, H8.5 and H8.10 will also apply in circumstances where an employee has been reassigned or transferred with pay to other duties following an allegation of misconduct.
- H8.4 The head of service will not normally suspend, reassign or transfer an employee without first informing the employee of the reasons for the proposed suspension, reassignment or transfer and giving the employee the opportunity to be heard. However the head of service may suspend an employee first and then give the employee the reasons for the suspension and an opportunity to be heard, where, in the head of service's opinion, this is appropriate in the circumstances.
- H8.5 Whilst suspended with pay an employee will be paid:
- 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) [this part is not relevant to the Common Terms and Conditions for employees covered by this Agreement]; and
 - c) any other allowance or payment (including under a Special Employment Arrangement in accordance with clause M1 of this Agreement) of a regular or on-going nature that is not conditional on performance of duties.
- H8.6 Where a decision is made to suspend an employee with pay no appeal or review of that decision is available.
- H8.7 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.
- H8.8 Suspension without pay is usually only appropriate where serious misconduct is alleged or where the employee is charged with a criminal offence that would in the opinion of the head of service be incompatible with the continuation of the employee's employment.
- H8.9 Whilst suspended without pay:
- a) the suspension will not be for more than 30 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.
- H8.10 The suspension without pay should be reviewed every 30 calendar days unless the head of service considers that, in the circumstances, a longer period is appropriate.
- H8.11 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 credited with any period of long service or annual leave that was taken.
- H8.12 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.

H9 INVESTIGATIONS

- H9.1 The role of the investigating officer is to establish the facts of the allegations and to provide a report of those facts to the head of service.
- H9.2 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 person present during the interview, who may be the employee's union representative or other individual acting as support person and will allow reasonable opportunity for this to be arranged; and
 - e) as soon as practicable take any further steps considered necessary to establish the facts of the allegations; and
 - f) provide a record of the interview to the employee to correct any inaccuracies in the record and to provide any further response in relation to the allegations before signing the record. If the employee elects not to sign the record, then details of the offer will be noted; and
 - g) provide a written report to the head of service setting out the investigating officer's findings of fact.

- H9.3 The investigating officer's findings of fact will be made on the balance of probabilities.
- H9.4 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.
- H9.5 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.
- H9.6 If the head of service determines that the misconduct has not occurred, the head of service will notify the employee of this finding and advise that no sanctions will be imposed.

H10 DISCIPLINARY ACTION AND SANCTIONS

- H10.1 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 disciplinary action is appropriate, one or more of the following sanctions may be taken in relation to the employee:
- a) a written warning and admonishment;
 - b) a financial penalty which can:
 - i. reduce the employee's incremental 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;
 - d) remove any monetary benefit derived through an existing Special Employment Arrangement;
 - e) termination of employment.
- H10.2 In relation to paragraph H10.1(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.
- H10.3 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.

H10.4 Before taking disciplinary action, the head of service will advise the employee in writing of:

- a) the decision that misconduct has been found to have occurred; and
- b) the reasons for arriving at this decision; and
- c) the sanction proposed; and
- d) the period during which the employee has to respond to the proposed disciplinary action (which must be a minimum of 14 calendar days).

H10.5 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 paragraph H10.4(d) has lapsed, the head of service may take disciplinary action. The head of service will inform the employee in writing of:

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

H11 CRIMINAL CHARGES

H11.1 An employee must advise the head of service in writing of any criminal charges laid against the employee in circumstances 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.

H11.2 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 H8.

H11.3 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.

H11.4 Where an employee is convicted of a criminal offence and the conviction or finding has adversely affected the interests of the Directorate or the ACTPS, the head of service may impose a sanction for misconduct against the employee in accordance with clause H10.

H12 RIGHT OF APPEAL

- H12.1 An employee has the right under Section J to appeal against any decision to take disciplinary action or to apply a sanction under subclause H10.1, or against any decision taken under clause H8 to suspend the employee without pay, or to transfer the employee at reduced pay, except action to terminate the employee's employment.
- H12.2 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.
- H12.3 The appeal procedures under Section H apply to the exclusion of the rights of appeal and review under the PSM Act 1994 and the internal review procedures contained in Section I of this Agreement.

Section I - Internal Review Procedures

I1 OBJECTIVES AND APPLICATION

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

I2 DECISIONS AND ACTIONS EXCLUDED

- I2.1 The following decisions and actions are excluded from the rights of an employee to seek a review under procedures set out in this section (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 G1 of this Agreement for consultation on these actions);
 - b) actions arising under Commonwealth or ACT legislation that concern domestic or international security matters;
 - c) actions regarding superannuation (see relevant superannuation legislation for complaints and appeals on these actions, in particular the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*);
 - d) actions regarding workers' compensation (see the *Safety, Rehabilitation and Compensation Act 1988* for reviews and appeals on these actions);
 - e) decisions to terminate the appointment of an officer on probation;
 - f) decisions on classification of an office (see clause D3 of this Agreement for reviews on classifications);
 - g) actions arising from the misconduct procedures of this Agreement (see subclause J1.2 of this Agreement regarding appeals on these actions);
 - h) actions arising from the underperformance procedures of this Agreement (see subclause J1.2 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 1994 or the PSM Standards (this includes Special Employment Arrangements);
 - j) decisions that another officer perform the duties of a higher office or role 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 Senior Officer Grade C or equivalent classification) for periods greater than six months if the vacancy was advertised (see subclause J1.2 of this Agreement regarding appeals on these decisions);
 - l) decisions to promote an officer (see subclause J1.2 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 or appeal panel procedures of this Agreement.
- 12.2 Employees may seek a review under this section of the processes leading to decisions under 12.1(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 12 months or more in a position above Administrative Services Officer Class 6 or equivalent classification.

13 INITIATING A REVIEW

- 13.1 An employee should first discuss their concerns about an action or decision with the relevant decision-maker with a view to resolving the matter within the workplace before initiating a review under these procedures.
- 13.2 An employee, or the employee's union or other employee representative on the employee's behalf, has the right to apply for a review of any action or decision that effects the employee's employment, unless the action or decision is specifically excluded under this section.
- 13.3 An employee, or the employee's union or other employee representative on the employee's behalf, may initiate a review under this section by making an application to the head of service that:
- a) is in writing; and
 - b) identifies the action and/or decision which the employee seeks a review of; and
 - c) identifies the reasons the review is sought including, in the employee's view, the effect(s) that the action or decision has or is having on the employee's employment; and
 - d) describes the outcome sought.

14 REVIEW PROCESS

- 14.1 Where appropriate, and agreed by the employee who made the application under clause 13, or the employee's union or other employee representative on the employee's behalf, the head of service must consider mediation as an option before arranging for a review under subclause 14.3. The mediator will be agreed between the employee and the head of service.

Section I – Internal Review Procedures

- I4.2 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.
- I4.3 Subject to subclauses I4.1 and I4.2, the head of service must arrange for an application made under clause I3 to be reviewed 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.
- I4.4 The head of service may determine the process under which an application is reviewed, subject to the principles set out in subclause I4.5.
- I4.5 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.
- I4.6 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 subclause I2.1; or
 - b) a period of twenty eight calendar days has elapsed since the employee was advised of the decision or action except where extenuating circumstances exist; or
 - c) the employee has made an application regarding the decision or action to a court or tribunal, or where the reviewer believes it is more appropriate that such an application be made; or
 - d) the reviewer believes on reasonable grounds that the application:
 - i. is frivolous or vexatious; or
 - ii. is misconceived or lacks substance; or
 - iii. should not be heard for some other compelling reason.
- I4.7 The head of service must either confirm a recommendation made by the reviewer under subclause I4.6 that an application should not be considered or arrange for another reviewer to consider the application.
- I4.8 The head of service will inform the employee in writing, within 14 calendar days of the date of any decision under subclause I4.7, including, the reasons for any decision not to consider the application.

Section I – Internal Review Procedures

- I4.9 If the reviewer does not make a recommendation under subclause I4.6, 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.
- I4.10 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.
- I4.11 After reviewing any action or decision the reviewer will, subject to subclause I4.16, 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.
- I4.12 In keeping with subclause I4.11, 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.
- I4.13 The employee may respond to any aspects of the report. Such a response must be in writing and be provided to the head of service within 14 calendar days of the employee receiving the report.
- I4.14 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 the head of service believes is reasonable.
- I4.15 The head of service will inform the employee in writing, within 14 calendar days of the date of any decision under subclause I4.14, including the reasons for the action.
- I4.16 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.
- I4.17 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.

- I4.18 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.
- I4.19 If the head of service does not accept any one of the recommendation(s) of the Commissioner for Public Administration under subclause I4.17, 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 14 calendar days, with written reasons for not accepting the recommendation(s).
- I4.20 If the head of service does not accept any one of the recommendation(s) of the Commissioner for Public Administration under subclause I4.17, the Commissioner may report on this outcome in the Commissioner’s Annual Report.

I5 RIGHT OF EXTERNAL REVIEW

- I5.1 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 I4.14 or subclause I4.18 by an external tribunal or body, including the FWC.
- I5.2 The FWC will be empowered to resolve the matter in accordance with the powers and functions set out in clause G2 of this Agreement. The decision of the FWC will be binding, subject to any rights of appeal against the decision to a Full Bench in accordance with subclause G2.15.

Section J - Appeal mechanism

J1 OBJECTIVE AND APPLICATION

- J1.1 This section sets out an appeal mechanism for an employee where the employee (referred to in this section as “the appellant”) is not satisfied with the outcome of decisions described in the following clause.
- J1.2 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 1994 and PSM Standards);
 - b) decisions to promote an officer after acting for a period of 12 months or more in a position at or below Administrative Service Officer Class 6 (or equivalent classification);
 - c) decisions to suspend the employee without pay under clause H8 of this Agreement;
 - d) decisions to take disciplinary action under subclause H10.1 of this Agreement, except a decision to terminate the employee’s employment;
 - e) decisions to take underperformance action under subsection H4.3 of this Agreement, except a decision to terminate the employee’s employment;
 - f) decisions taken in relation to an employee’s eligibility for benefits under clauses K5 and K6 of this Agreement and the amount of such benefits, the amount payable by way of income maintenance under clause K9, and the giving of a notice of involuntary redundancy or notice of reduction in classification under clauses K7 and K8;
 - g) any other decision that is subject to appeal under the PSM Act.
- J1.3 For purposes of paragraph J1.2(a) and J1.2(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 to a Senior Officer Grade C. For positions above Administrative Service Officer Class 6 (or equivalent classification) an application may be made for an internal review of the process (see subclause I2.2 of this Agreement).
- J1.4 For the purposes of paragraph J1.2(b), any suitably qualified officer may appeal the decision.
- J1.5 An employee may have an entitlement to bring an action under the FW Act in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

J2 INITIATING AN APPEAL

- J2.1 An employee, or the employee’s union or other employee representative on the employee’s behalf, may initiate an appeal under these procedures by making an application to the Convenor of Appeal Panels that:

- a) is in writing; and
- 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.

J2.2 For the purposes of paragraph J2.1(b), a decision must be an appealable decision as set out in subclause J1.2.

J3 COMPOSITION OF THE APPEAL PANEL

- J3.1 The head of service will nominate a person, or position, to be the Convenor of the Appeal Panel.
- J3.2 Where an application is received by the Convenor of the Appeal Panel in accordance with the requirements set out in subclause J2.1 and J2.2 the Convenor of Appeal Panels will set up an Appeal Panel.
- J3.3 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 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.
- J3.4 The Convenor may only be a member of an Appeal Panel with the agreement of the appellant.
- J3.5 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.

J4 POWERS AND ROLE OF THE APPEAL PANEL

- J4.1 In considering an application, the Appeal Panel must have due regard to the principles of natural justice and procedural fairness. Proceedings of the Appeal Panel are to be conducted as quickly as practicable consistent with a fair and proper consideration of the issues.
- J4.2 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.
- J4.3 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 or 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

- J4.4 For appeals concerning promotion or transfer to a higher office or role under paragraph J1.2(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.
- J4.5 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

- J4.6 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.
- J4.7 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.
- J4.8 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.
- J4.9 The decision-maker, after considering the referral from the Appeal Panel under subclause J4.8, 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 14 calendar days, for not accepting their referral for further investigation.

Section J – Appeal Mechanism

- J4.10 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 J4.8, make a written report containing recommendations to the head of service. A copy of the report will be provided to the appellant.
- J4.11 In making recommendations to the head of service under subclause J4.10 or to the Commissioner for Public Administration under subclause J4.13, the Appeal Panel must provide the reasons for its recommendations.
- J4.12 The head of service, after considering the report from an Appeal Panel under subclause J4.10, will make a decision on any recommendation in the report and inform the appellant in writing of the reasons for that decision, within 14 calendar days of receiving the report.
- J4.13 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 J4.8, make a written report containing recommendations to the Commissioner for Public Administration. A copy of this report will be provided to the appellant.
- J4.14 The Commissioner for Public Administration, after considering the report from an Appeal Panel under subclause J4.13, 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 taken.
- J4.15 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 recommendation(s); or
 - b) not accept the report's recommendation(s) and confirm the original action.
- J4.16 If the head of service does not accept the recommendations of the Commissioner for Public Administration under subclause J4.14, 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 14 calendar days, with written reasons for not accepting the recommendations.
- J4.17 If the head of service does not accept the recommendations of the Commissioner for Public Administration under subclause J4.14, the Commissioner may report on this outcome in the Commissioner's Annual Report.

J5 COSTS

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

J6 RIGHT OF EXTERNAL REVIEW

- J6.1 The employee, or the employee’s union or other employee representative on the employee’s behalf, may seek a review by the FWC of a decision of the head of service under subclause J4.12 or subclause J4.15.

- J6.2 The FWC will be empowered to resolve the matter in accordance with the powers and functions set out in clause G2 of this Agreement. The decision of the FWC will be binding, subject to any rights of appeal against the decision to a Full Bench in accordance with subclause G2.15.

Section K - Redeployment and Redundancy

K1 APPLICATION

- K1.1 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.
- K1.2 These provisions do not apply to temporary and casual employees or officers on probation.

K2 DEFINITIONS

- K2.1 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.
- K2.2 Potentially excess officer means an officer who is likely to become actually excess in a foreseeable space of time.

K3 CONSULTATION

- K3.1 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 AEU, 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 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.
- K3.2 No information that would identify any individual officers will be provided by the head of service under this Section.
- K3.3 The discussions under subclause K3.1 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 AEU.
- K3.4 Except where a lesser period is agreed between the head of service and the officer, the officer will not, within one month after the AEU has been advised under subclause K3.1, be invited to volunteer for retirement nor be advised in writing that he or she is excess to the Directorate's requirements.
- K3.5 The head of service will comply with the notification and consultation requirements for AEU and Centrelink about terminations set out in the FW Act.

K4 INFORMATION PROVIDED TO THE OFFICER

Informal Advice

- K4.1 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 paragraphs K3.1(a) through (i) (as appropriate in each case).
- K4.2 The head of service will, at the first available opportunity, inform all officers likely to be affected by an excess staffing situation of the terms and operation of this Section.

Formal Notification

- K4.3 The notification of an officer's potentially excess status will only be given when the consultation required under subclause K3.1 and the consultation required under subclause K4.1 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.
- K4.4 To allow an excess officer to make an informed decision on whether to submit an election to be voluntarily retired, the head of service must provide the officer with 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.
- K4.5 The officer should seek independent advice on:
- a) amount of accumulated superannuation contributions;

- b) the options open to the officer concerning superannuation; and
- c) the taxation rules applicable to the various payments.

K4.6 The 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 Directorate directly.

K5 VOLUNTARY REDUNDANCY

K5.1 At the completion of the discussions in accordance with clause K3, the head of service may invite officers to elect to be made voluntarily redundant under this clause.

K5.2 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 the officer's election, and the head of service will not give notice of redundancy before the end of the one month period.

K5.3 Subject to subclause K5.4, where the head of service approves an election to be made redundant and gives the notice of retirement in accordance with the PSM Act, the period of notice will be one month, or five weeks if the officer is over forty-five years old and has completed at least two years continuous service.

K5.4 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 K5.3, and the officer will be paid in lieu of pay for the unexpired portion of the notice period.

K6 SEVERANCE BENEFIT

K6.1 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 two weeks of the officer's pay for each completed year of continuous service, plus a pro rata payment for completed months of continuous service since the last year of continuous service. The maximum sum payable under this paragraph will be 48 weeks pay; or
- b) 26 weeks pay.

K6.2 For the purpose of calculating any payment instead of notice or part payment, the pay an officer would have received had he or she been on annual leave during the notice period, or the unexpired portion of the notice period as appropriate, will be used.

K6.3 For the purpose of calculating payment under subclause K6.1:

- 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) [this subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement];

- c) the inclusion of other allowances, being allowances in the nature of pay, will be subject to the approval of the head of service.

K6.4 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.

K6.5 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.

K7 REDEPLOYMENT

K7.1 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.

K7.2 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.

K7.3 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 percent.

K7.4 The head of service will make every effort to facilitate the placement of an excess officer, within the service.

K7.5 The head of service will arrange reasonable training that would assist the excess officer's prospects for redeployment.

K7.6 The head of service will provide appropriate internal assistance and career counselling and assist as necessary with the preparation of job applications.

K7.7 An excess officer who does not accept voluntary redundancy is entitled to a seven month retention period.

K7.8 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 actual 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.

K7.9 The head of service may reduce the officer in classification and place the officer in a specific position within their Directorate, where the officer:

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- 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.
- K7.10 The agreement of the officer to be reduced in classification as required in paragraph K7.9(c) will not be unreasonably withheld.
- K7.11 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.
- K7.12 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.
- K7.13 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 five weeks if the officer is over forty-five years old and has completed at least two years of continuous service. This notice period will, as far as practicable, be concurrent with the seven month retention period.

K8 INVOLUNTARY RETIREMENT

- K8.1 An excess officer may be made involuntarily redundant, subject to the agreement of the [AEU](#). This clause applies to excess officers who are not:
- a) retired with consent;
 - b) redeployed to another position; or
 - c) reduced in classification.
- K8.2 An officer may be involuntarily retired subject to the agreement of the AEU, such agreement not to be withheld if, during or after six months from the date the officer was declared excess, the officer:
- a) does not accept a transfer in accordance with the PSM 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.
- K8.3 Where the head of service believes that there is insufficient productive work available for an excess officer during the retention period, the head of service may make the officer involuntarily redundant before the end of the retention period.

- K8.4 An excess officer will not be involuntarily retired if he or she has not been invited to elect to be voluntarily retired with benefits, or has made such an election and the head of service refuses to approve it.
- K8.5 Where the head of service involuntarily retires an excess officer, the officer will be given no less than four weeks' notice of the action proposed or five weeks if the officer is over 45 years old and has completed at least two years of continuous service. This notice period will, as far as practicable, be concurrent with the seven month retention period.

K9 INCOME MAINTENANCE PAYMENT

- K9.1 An officer who has been receiving a higher rate of pay for a continuous period of at least 12 months and who would have continued to receive that pay rate, except for the excess officer declaration, will be considered to have the higher pay rate.
- K9.2 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.
- K9.3 The income maintenance pay exists for the retention period or the balance of the retention period.
- K9.4 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.
- K9.5 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.
- K9.6 All allowances in the nature of pay will be included in determining the income maintenance pay rate.

K10 LEAVE AND EXPENSES TO SEEK EMPLOYMENT

- K10.1 At any time after the officer has been advised under subclause K4.3 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.
- K10.2 The officer will be entitled to any reasonable fares and other incidental expenses if these are not met by the prospective employer.

K11 USE OF PERSONAL LEAVE

- K11.1 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.
- K11.2 An officer who is receiving income maintenance will have those payments continued during certified personal leave periods of up to a total of six months.

K12 APPEALS

- K12.1 Without affecting the officer's rights under the FW Act, an excess officer has the right under Section J - to appeal any decision taken in relation to the officer's eligibility for benefits under clauses K5, K6 and K7, the amount of such benefits, or the amount payable by way of income maintenance under clause K9.
- K12.2 An excess officer has the right under Section J to appeal against the giving, in accordance with clauses K7 and K8, of a notice of involuntary redundancy or notice of reduction in classification.

K13 AGREEMENT NOT TO PREVENT OTHER ACTION

- K13.1 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.

K14 RE-ENGAGEMENT OF PREVIOUSLY RETRENCHED OFFICERS

- K14.1 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.
- K14.2 Officers who elect to be made voluntarily redundant under clause K5 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 L - Management or Government Initiated Transfers

L1 GAINING EMPLOYEES

- L1.1 This section is not relevant to the Common Terms and Conditions of employees covered by this Agreement.

PART 2: EDUCATION AND TRAINING DIRECTORATE SPECIFIC CONDITIONS

Section M - Technical Matters

M1 SPECIAL EMPLOYMENT ARRANGEMENTS

- M1.1 During the life of this Agreement, special employment arrangements additional to those contained within this Agreement may be entered into to meet the needs of the Directorate.
- M1.2 The terms and conditions are to be agreed between the Directorate and the AEU. If the terms and conditions are not agreed, the special employment arrangement will not proceed.
- M1.3 The application of the arrangements to individual teachers will be the Directorate's decision.

M2 DIRECTORATE DOCUMENTS REFERENCED IN THIS AGREEMENT

- M2.1 The following procedures and guidelines referenced in this Agreement are agreed between the Directorate and the AEU and variations may be made by agreement between the Directorate and the AEU.
- a) Procedures for filling classroom teacher vacancies
 - b) Procedures for filling school leader positions
 - c) Guidelines for Incremental Salary Advancement (additional qualifications and/or prior experience)
 - d) Guidelines for maintaining a common increment date
 - e) Section P Guidelines: Annual professional learning program
 - f) Section Q Guidelines: Addressing teacher workload
 - g) Birrigai@Tidbinbilla Agreement.

Procedures for performance and development

- M2.2 The following provisions from the previous enterprise agreement (2011-14) will continue to operate as procedures agreed between the Directorate and the AEU during the review outlined at clause P3. These procedures will then be replaced by the revised procedures agreed as outputs of that review.
- a) Annual professional discussion
 - b) Expectations of performance and professional responsibilities (Classroom teachers)
 - c) Personal and career development
 - d) Professional Pathways
 - e) Professional Pathways plan

- f) Review of the Professional Pathways plan
- g) Pathways to Improvement
- h) Pathways to Improvement plan
- i) At the end of the Pathways to Improvement period
- j) Expectations of performance and professional responsibilities (School psychologists)
- k) Performance and development (Principals).

Guidelines for performance and development

M2.3 The following additional procedures and guidelines referenced in the previous enterprise agreement (2011-14) will also be included in the review outlined at clause P3. These guidelines may then be replaced, as required, by the revised guidelines agreed as outputs of that review.

- a) Professional Pathways Guidelines
- b) Pathways to Improvement Guidelines
- c) Annual professional discussion guidelines
- d) Principal's Performance and Development Agreement
- e) Probation and Contract Assessment
- f) New educator support guidelines.

Revised principal career structure

M2.4 The following provisions from the previous enterprise agreement (2011-14) will continue to operate as procedures agreed between the Directorate and the AEU during the development of the revised principal career structure outlined at clause O2. These provisions will then be replaced by the revised principal career structure agreed as outputs of that review.

- a) School categories
- b) Advancements
- c) Minimum leadership structure

Other guidelines

M2.5 Other guidelines referenced in this Agreement include:

- a) Facilitating part time work arrangements: guidelines for principals/managers and employees
- b) Mandatory Procedures for Managing Employee Absences
- c) ACT School Leadership Strategy Capabilities Framework

National documents

M2.6 National documents referenced in this Agreement include:

- a) Australian Professional Standards for Teachers (AITSL 2011)
- b) Australian Professional Standard for Principals (AITSL 2011)
- c) Australian Teacher Performance and Development Framework (AITSL 2012)
- d) Australian Charter for the Professional Learning of Teachers and School leaders (AITSL2012).

M2.7 All procedural documents are available on the Directorate’s internal website at <https://index.det.act.gov.au/>.

Section N - Means of Engagement

N1 SALARY ON ENGAGEMENT

Permanent and temporary teachers

- N1.1 Teachers are placed on the classroom teacher incremental salary scale, detailed at Annex A2 of this Agreement, based on recognition of qualifications and prior experience, including both teaching and other work experience. All prior experience will be recognised in full years only.
- N1.2 The procedures for recognition of additional qualifications and prior experience are contained in *Guidelines for Incremental Salary Advancement* agreed by the Directorate and the AEU and referenced at clause M2 of this Agreement.
- N1.3 Salaries for temporary teachers will be reassessed on the occasion of each engagement.

Casual teachers

- N1.4 For the purposes of payment, there are two categories of casual teacher – Casual teacher rate 1 and Casual teacher rate 2. Daily rates are detailed at Annex A8 of this Agreement.
- N1.5 Casual teacher rate 2 will be paid to teachers who:
- a) if eligible to be employed on long term contract or as a permanent teacher would be entitled to payment at top of the classroom teacher salary scale;
 - b) have been employed at the top of the classroom teacher scale or in a promotions position in an ACT Government public school or equivalent; or
 - c) have completed the equivalent of seven years recognised full time service.
- N1.6 Casual teacher rate 1 will be paid to casual teachers other than those paid in accordance with subclause N1.5.

N2 PERMANENT EMPLOYMENT

- N2.1 In accordance with the PSM Act 1994, unless otherwise determined by the head of service, all teachers are appointed on probation. Appointment on probation applies regardless of the classification at which an appointment is made.
- N2.2 At the time of an offer of employment on probation, the head of service will inform the person in writing of the period of probation that will apply.
- N2.3 In recognition of the complex nature of teaching, the probationary period applicable to all teachers is 12 months for fully registered teachers, and up to 15 months for provisionally registered teachers, unless otherwise determined by the head of service.
- N2.4 During probation, teachers are subject to assessment procedures contained in the *Probation and Contract Assessment* or its replacement agreed by the Directorate and the AEU and referenced at

Section N – Means of Engagement

clause M2 of this Agreement. An assessment panel usually comprising three members at the school will carry out the assessment.

- N2.5 If the head of service considers that further time is needed for a fair assessment to be made, the period of probation may be extended. The head of service will inform the teacher in writing of this decision before the end of the initial probationary period.
- N2.6 A decision of the head of service to accept the recommendation to terminate the appointment of an officer on probation, in accordance with the *Probation and Contract Assessment* or its replacement, is excluded from the Section I Internal Review Procedures and Section J Appeal Mechanism of this Agreement.
- N2.7 To avoid doubt, an officer on probation is able to seek a review of the officer's probation under the internal review procedures contained in Section I of this Agreement, except in relation to a decision to terminate the officer's employment.
- N2.8 Directorate support provided to teachers on probation includes:
- a) induction;
 - b) orientation at the school level;
 - c) coaching/mentoring;
 - d) reduced face-to-face teaching hours in the first year of teaching experience following graduation, as outlined in clause P5 of this Agreement; and
 - e) additional professional learning, as outlined in clause P5 of this Agreement.

N3 TEMPORARY EMPLOYMENT

- N3.1 The decision to engage a teacher as a temporary teacher rather than as a permanent teacher will be made on sound workforce planning grounds and in accordance with subclause A2.2.
- N3.2 A teacher engaged as a temporary teacher will be issued with a contract of employment prior to the commencement of each new period of temporary employment. The contract of employment will stipulate the terms of employment including:
- a) the school and position number to which the contract applies;
 - b) the starting and finishing dates, or in lieu of a finishing date, the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire;
 - c) the circumstances under which the contract may be terminated on providing ten days notice where the contract is not terminated for disciplinary or performance reasons; the availability of a replacement contract will be considered prior to the provision of notice of termination;
 - d) the classification level and salary on commencement of the employment and the hours or the fraction of full time hours to be worked; and
 - e) the assessment process to be undertaken during the term of the contract.

Conditions of employment and calculation of continuous service

- N3.3 A teacher engaged as a temporary teacher, except as otherwise stated in this clause, will be entitled to the same conditions of employment as apply to a permanent teacher in an equivalent classification.
- a) Breaks of up to 12 weeks, including stand down periods and annual leave, between successive temporary contracts will not constitute breaks in continuous service providing at least the equivalent of one full day of casual employment is completed in that 12 week period.
 - b) Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.
- N3.4 A teacher seeking temporary employment who has a current recruitment rating may apply to have that rating retained. Maximum retention is for three years, after which period another ratings assessment is required. Ratings are valid for a three year period and if a teacher, through rating review or application in a local site selection, has multiple ratings within that period then the highest rating at any given time becomes the valid rating.
- N3.5 There are two categories of temporary employment – short term contract and long term contract.

Short term contract

- N3.6 This applies whenever the duties of a teacher, part time or full time, are required to be performed for a period within a school term which is in excess of 20 continuous school days but less than the full school term in the same position. In this circumstance the following arrangements will apply.
- a) The short term temporary contract will be arranged by the school and will be available to approved casual teachers. A copy of the contract must be received by the head of service within four working days of the commencement of the contract.
 - b) The commencement date of the short term contract cannot be backdated to cover a period for which a casual claim has already been submitted.
 - c) In accordance with procedures detailed in the *Probation and Contract Assessment* or its replacement, agreed between the Directorate and the AEU and referenced at clause M2 of this Agreement, a contract assessment report will be provided to the teacher by the teacher's supervisor at the end of the contract. A copy of this report will be forwarded to the head of service.
 - d) The provisions of clause N3.3 will apply, except that the teacher will accrue one day of personal leave and one day of annual leave for each full ten days of the contract and that leave entitlements may not be anticipated.
 - e) Annual leave accrued but not taken under clause N3.6(d) will be paid out at the end of the temporary contract.
 - f) Any breaks in service for which a permanent teacher would be covered by the provisions of personal leave or bereavement leave, will be considered as part of the 20 days.

Long term contract

- N3.7 This applies whenever the duties of a teacher, part time or full time, are required to be performed for a school term or more. The following arrangements will apply for long term contracts:
- a) The long term contract can only be arranged through the head of service and can only be offered to applicants for employment who have a current recruitment rating.
 - b) In accordance with procedures detailed in the *Probation and Contract Assessment* or its replacement, agreed between the Directorate and the AEU and referenced at clause M2 of this Agreement, the temporary contract assessment process will apply. However, a teacher previously engaged for at least a full school year, will be required to undergo a contract assessment at the end of the contract only, unless the head of service, the principal, or the teacher requests a full assessment.
 - c) The commencement date for a long term contract will be the date first worked following acceptance of the long term contract, except as provided for in subclause N3.7(f).
 - d) Where a teacher engaged on a long term contract for term four has accepted a contract for at least term one of the next school year prior to the designated pay out date, the teacher will be entitled to pro rata annual leave, full payment for public holidays and stand down from the end of the standard annual leave period.
 - e) Temporary teachers on long term contracts are entitled to the personal leave provisions contained in Part 1 clause F4 of this Agreement. A full time temporary teacher with a long term contract of less than 12 months will receive the personal leave entitlement under clause F4 on a pro rata basis. A part time temporary teacher with a long term contract of less than 12 months will receive the personal leave entitlements under clause F4 on a pro rata basis based on the teacher's prescribed hours of duty.
 - f) If a teacher engaged on a long term contract for term 4 has not been offered a contract for at least term 1 of the new school year by the designated pay out date but subsequently accepts a contract for at least term 1 of the next school year prior to the first working day following 26 January, the commencement date of the new long term contract will be the day following the end of the standard annual leave period.
 - g) If a teacher is offered a contract at any time during week one of term 1, the start date of the contract will be from the first day of attendance at the workplace.
 - h) A teacher who has successive long term temporary contracts on either side of a stand down period will receive payment for the stand down period.
 - i) The provisions of subclause N3.3 will apply.

N4 CASUAL EMPLOYMENT

- N4.1 Teachers seeking casual employment are required to apply with the Directorate for approval to work in ACT public schools.
- N4.2 Suitable teachers will be issued with a casual teacher identification card which must be presented to each school on engagement.
- N4.3 Approval to seek casual employment may be cancelled by the head of service at any time where a teacher's performance or conduct is unsatisfactory.

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- N4.4 Engagement of all teachers seeking casual employment must only be made through the Directorate's central booking system.
- N4.5 Casual teacher rates are detailed at Annex A8 to this Agreement.
- N4.6 Casual teachers will have access to professional learning opportunities, which may be funded by schools.
- N4.7 Teachers engaged for casual relief will not be expected to perform duties outside the hours of the ordinary program of the school at which they are engaged.
- N4.8 A rate equivalent to three hours pay will be payable to teachers engaged for casual relief who are advised that their services are not required after a firm booking unless 24 hours prior notice is given.
- N4.9 When a teacher engaged for casual relief attends for less than the normal school day the teacher will receive 1/6th of the appropriate daily rate for each hour or pro rata hour of attendance.
- N4.10 When a school decides for professional reasons that the services of a teacher engaged for casual relief are no longer required, the principal will provide counselling to the teacher engaged for casual relief.

Minimum Attendance

- N4.11 Unless otherwise agreed by the teacher, the minimum payment on each occasion when a casual teacher is called for and attends for duty will be three hours, whether or not the casual teacher is required to work for those three hours.

Leave

- N4.12 A casual teacher is not eligible for paid leave other than long service leave.

Casual interns

- N4.13 Casual interns are employees who have completed their formal internship program and all methodology units but are yet to be awarded their final academic teaching qualification. They are therefore not yet fully qualified teachers and must be appropriately supervised whilst working in a school. Casual interns may be engaged for casual teaching but will not be eligible for employment on short or long term contracts.
- N4.14 Casual intern rates are contained in Annex A9 to this Agreement.

N5 ASSOCIATES

- N5.1 Associates complete a two year in-school placement, under mentorship, combined with academic study.
- N5.2 Associates may be required to teach 80 percent of the maximum face-to-face teaching hours of classroom teachers in their school sector:
 - a) 17 hours 12 minutes in preschools and primary schools

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b) 15 hours 12 minutes in high schools and colleges.

N5.3 Salary rates are at Annex A6 to this Agreement. The rates paid to Associates are calculated to be:

a) 80 percent of Classroom Teacher increment 1.2 in their first year placement; and

b) 80 percent of Classroom Teacher increment 2.1 in their second year placement.

N5.4 Associates are eligible for New Educator Support Days.

N5.5 On successful completion of the program Associates are appointed to a permanent classroom teacher position.

Section O - Structural Matters

O1 CLASSIFICATION AND LOCAL DESIGNATIONS

O1.1 Under this Agreement the names of teaching and school psychologist classifications are as follows:

<i>Current classifications</i>	<i>Preferred local designations</i>
Classroom Teacher	Teacher Teacher Librarian
School Leader C	Executive Teacher Executive Teacher (Professional Practice) Executive Teacher (Pastoral Care)* Literacy and Numeracy Field Officer* Executive Officer Project Officer *transitional arrangements in accordance with clause W4
School Leader B	Deputy Principal Assistant Manager Senior Project Officer
School Leader A	Principal Manager Principal Project Officer
School Network Leader	School Network Leader
School Psychologist	School Psychologist Senior Psychologist Manager (Psychologist)

This table lists the preferred local designations related to each teaching classification

O2 REVISED PRINCIPAL CAREER STRUCTURE

O2.1 A review of principal structure was conducted in 2012, followed by a series of consultations with principals during 2013-14. The outcome of this process was a conceptual model for a revised principal structure designed to facilitate enhanced career pathways for principals and placement of skilled, experienced principals in schools where they are most needed to drive improved student outcomes.

O2.2 The conceptual model for a revised principal structure may include the following features.

- a) Stages based on qualities attributed to the principal, including developing leadership skill set and role expectations. Progress through the stages is through standards based competency barriers. The stages will be the basis for the larger component of principal salary.
- b) Bands based on qualities attributed to the school such as complexity related to accountabilities, compliance and risk. Schools will be allocated to the bands based on an

assessment of complexity and adjusted every five years. The bands will be the basis for a smaller component of principal salary.

- c) Open merit selection for all principal positions. A principal at any stage is eligible to apply for a school in any band.
- d) Five year placement at a school with the opportunity to continue the placement, as per current arrangements.
- e) There are two pathways for principal career advancement:
 - i. progression through stages and/or
 - ii. selection for positions in schools at higher bands.

O2.3 The revised principal career structure will be developed during 2016 for implementation in 2017. Principals will be consulted throughout the development of the revised structure. The revised structure must be agreed by the Directorate and the AEU prior to implementation.

O2.4 Every principal will receive no less than the salary increases outlined in Part 1 clause C2 and the salaries detailed at Annex A4 for the life of this Agreement. No principal will experience any salary detriment as a result of this new career structure. Existing principals will translate into the new structure at or above their existing salary level.

O2.5 The provisions in the previous enterprise agreement (2011-14) at clauses O3 School categories, O4 Advancements and O5 Minimum leadership structure are now agreed documents referenced at clause M2 and will remain in effect until replacement provisions under the new principal career structure are agreed and implemented.

O3 CLASSROOM TEACHER INCREMENTAL PROGRESSION

Incremental progression

O3.1 Movement through the classroom teacher incremental scale is based on performance and is in recognition of competence, developing expertise and the assumption of broader professional responsibilities. As excellence develops, there is a corresponding professional responsibility to contribute to the future of the teaching profession by sharing expertise and experience.

O3.2 During the annual professional discussion, the principal/supervisor and classroom teacher will discuss expectations of performance and professional responsibilities in relation to the teacher's incremental level. These expectations for classroom teachers are referenced at subclause M2.2(b) of this Agreement.

O3.3 Classroom teachers at increments 1.1-3.1 who meet the expectations at the relevant stage will progress one increment on 27 January each year until the top increment (3.2) is reached. The exceptions will be accelerated progression in accordance with subclause O3.8(a) and deferral of increment. Further details are contained in the *Annual Profession Discussion Guidelines* agreed between the Directorate and the AEU and referenced at clause M2 of this Agreement.

O3.4 A temporary classroom will be entitled to progress through the incremental scale in the same way as a permanent teacher, in accordance with subclause N3.3 of this Agreement.

Highly Accomplished and Lead Teachers: recognition and reward for certification

- O3.5 The Directorate and the AEU value and encourage great teaching through recognition and reward for teachers who achieve high standards of excellence, as described in the Australian Professional Standards for Teachers (the Standards) referenced at clause M2 of this Agreement.
- O3.6 Principals are encouraged to discuss certification at the Highly Accomplished Teacher and Lead Teacher career stages of the Standards with staff through the annual professional discussion and to offer support as they engage with the certification process.
- O3.7 From 2015, the previous framework for accelerated incremental progression is replaced by reward for teachers who achieve certification at the Highly Accomplished Teacher and Lead Teacher career stages, in accordance with the Teacher Quality Institute ACT Certification Guide: *ACT Certification of Highly Accomplished and Lead Teachers*.
- O3.8 Teachers in the classifications of Classroom Teacher and School Leader C who achieve certification at the Highly Accomplished Teacher and Lead Teacher career stages will be provided a financial reward effective from the following 27 January, comprising:
- a) an additional salary increment for teachers on the Classroom Teacher salary scale, or
 - b) an allowance equivalent to the top increment (\$5601 in 2016) for teachers at the top of the Classroom Teacher salary scale or in the School Leader C classification, to be paid fortnightly for one calendar year.
- O3.9 The allowance at subclause O3.8(b) will be paid to part time teachers on a pro rata basis.
- O3.10 Teachers who achieve certification at the higher career stages of the Standards will be encouraged to take up leadership roles in modelling exemplary teaching practice and in building capacity for excellent teaching within schools and across the system.

O4 REVIEW OF VOCATIONAL EDUCATION AND TRAINING IN SCHOOLS

- O4.1 During 2015 the Directorate is conducting a review of Vocational Education and Training (VET) in ACT public schools.
- O4.2 The review will focus on:
- a) the role of colleges as registered training organisations.
 - b) the significant red tape, compliance and workforce challenges that colleges encounter as they strive to be both high quality educators and training providers
- O4.3 The Directorate has engaged an independent, expert consultant to lead this review. The consultant will conduct research and consultation with stakeholders, including school network leaders, college principals, key school based personnel, relevant areas of Central Office and the AEU.

- O4.4 Areas expected to be addressed in the review include:
- a) identifying existing successful, sustainable practices that support high quality VET provision
 - b) identifying anomalies between school RTOs and non-school RTOs and considering strategies to address those areas
 - c) exploring greater engagement between employers and schools
 - d) identifying ways to streamline the processes of school RTOs to meet compliance, regulation and registration requirements, and reduce administrative workload for teachers
 - e) the development of a clearly articulated statement for students, parents, business, industry and the community about what they can expect from VET that is delivered to school students
 - f) addressing the ability of schools to absorb and maintain VET related recurrent staffing and resource costs.
- O4.5 The consultant will produce a final report by mid 2015 capturing the successes and challenges of VET provided in colleges and schools and recommending future directions.
- O4.6 Taking into account the outcomes of the national and local reviews of VET, the Directorate and the AEU will negotiate and agree appropriate arrangements and conditions for teachers delivering VET in secondary schools. This may include consideration of special employment arrangements in accordance with clause M1 of this Agreement.

Section P - Teaching as a Profession

P1 PROFESSIONAL REGISTRATION

- P1.1 Teachers employed by the Directorate are required to have professional registration with the ACT Teacher Quality Institute, in accordance with the *ACT Teacher Quality Institute Act 2010* and Regulations.
- P1.2 Where a teacher no longer has professional registration, for example, by not reaching the required probation and full registration standard, by failing to renew registration or if the ACT Teacher Quality Institute cancels registration, termination of employment as a teacher with the Directorate will result.

P2 TEACHERS' CODE OF PROFESSIONAL PRACTICE

- P2.1 The Teachers' Code of Professional Practice outlines expected professional behaviours of teachers covered by this Agreement and is structured to complement section 9 of the PSM Act. If a teacher's actions are inconsistent with the Teachers' Code of Professional Practice and thereby breach Section 9 of the PSM Act, discipline action in accordance with Section H of this Agreement may be taken.

P3 REVIEW OF PERFORMANCE, ASSESSMENT AND DEVELOPMENT PROCEDURES FOR TEACHERS

- P3.1 The *Australian Professional Standards for Teachers* (Australian Institute for Teaching and School Leadership, February 2011) (the Standards) were endorsed by the Ministerial Council for Education, Early Childhood Development and Youth Affairs in December 2010. The Standards describe teachers' professional knowledge, professional practice and professional engagement at four career stages of Graduate Teacher, Proficient Teacher, Highly Accomplished Teacher and Lead Teacher.
- P3.2 With a focus on building quality teaching, the Directorate and the AEU are committed to implementing the Australian Professional Standards for Teachers and related frameworks in performance, assessment and development procedures for teachers.
- P3.3 All performance, assessment and development procedures for teachers will be reviewed and redesigned. The review will be managed by the joint Directorate/AEU Implementation Committee for this Agreement.
- P3.4 The objective of the review is to support teacher effectiveness through providing a consistent and sustainable approach for all teachers to achieve high performance standards. Clause O3 of this Agreement details provisions for recognising and rewarding teachers who achieve certification at the Highly Accomplished Teacher and Lead Teacher standards.
- P3.5 To facilitate the review, relevant clauses in the previous Agreement (2011-2014) have been removed to agreed documents referenced at clause M2 of this Agreement. The provisions in these agreed documents will continue to operate while the review is carried out and until revised procedures are agreed and implemented. The relevant clauses of the previous Agreement are:

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- a) R3 Annual professional discussion
- b) R6 Expectations of performance and professional responsibilities
- c) R8 Personal and career development
- d) R9 Professional Pathways
- e) R10 Professional pathways plan
- f) R11 Review of the Professional pathways plan
- g) R12 Pathways to Improvement
- h) R13 Pathways to Improvement plan
- i) R14 At the end of the Pathways to Improvement period
- j) X4 Performance and development [principals].

P3.6 The following Guidelines for performance and development referenced at clause M2 of the previous Agreement (2011-2014) will also be included in the review:

- a) Professional Pathways
- b) Pathways to Improvement
- c) Annual professional discussion
- d) Principal's Performance and Development Agreement
- e) Assessment of Contract and Probationary Teachers Handbook
- f) New educator support guidelines.

P3.7 The redesigned procedures will align with:

- a) Australian Professional Standards for Teachers
- b) Australian Teacher Performance and Development Framework
- c) ACTPS Performance and Development Framework
- d) Australian Charter for the Professional Learning of Teachers and School Leaders
- e) Australian Professional Standard for Principals
- f) Australian Principal Performance and Development Framework.

P3.8 Outputs of the review will include:

- a) recommendations for simplified and aligned procedures involving the performance, assessment and development of teachers to be provided to the Implementation Committee.
- b) an implementation plan for the aligned procedures

- c) recommendations agreed by the Implementation Committee to be provided to the head of service in 2016 allowing sufficient time for implementation in 2017.

P3.9 Where agreed by the head of service, the redesigned procedures will replace the agreed documents listed at subclauses P3.5 and P3.6 above.

P4 DEVELOPING CLASSROOM TEACHERS

P4.1 The following three stages for classroom teachers have been included for the purposes of targeting development and support and identifying expectations of performance and professional responsibilities:

- a) New Educators at increments 1.1 to 1.3
- b) Experienced Teachers 1 at increments 2.1 to 2.4
- c) Experienced Teachers 2 at increments 3.1 and 3.2.

P5 NEW EDUCATOR DEVELOPMENT

First year of teaching experience

P5.1 Teachers in their first year of teaching experience following graduation have reduced face-to-face teaching hours to facilitate enhanced support and mentoring:

- a) a maximum of 20 hours per week in preschools and primary schools; and
- b) a maximum of 18 hours per week in high schools and colleges.

P5.2 The reduction in face-to-face teaching hours represents an additional time allocation of 60 hours in preschool/primary schools and 40 hours in secondary schools per teacher per year. This time is to be used flexibly to provide a coaching and mentoring support program designed to meet the development needs of each first year teacher. The specific organisational details will be decided by the school in adapting the program for the teacher over time, for example:

- a) releasing the first year teacher and/or the mentoring teacher, as appropriate;
- b) allocating the time weekly, fortnightly or monthly for planned purposes; or
- c) concentrating the time allocation and support program within an appropriate period during the teacher's first year, e.g. within the first semester.

P5.3 The provision outlined in this clause for teachers in their first year of teaching experience following graduation is in addition to the allocation of 15 days over three years to new educators for professional learning and support, as detailed in subclause P5.4.

New educator support

P5.4 In addition to the two days of approved professional learning detailed in subclause P7.2 and engagement in professional learning communities detailed in clause P8 of this Agreement, the Directorate will maintain a support program for new educators in their first three years of teaching. This program will provide resources to schools for a total of 15 days over three years for each new educator, notionally allocated as:

- a) six days in their first year of teaching, including one additional induction day separate from the system induction day described in subclause PP7.1;
- b) five days in their second year of teaching; and
- c) four days in their third year of teaching.

- P5.5 New educators appointed with one year of teaching experience but less than four years of teaching experience will have their entitlement to new educator support days allocated on a pro rata basis in accordance with the New Educator Support Guidelines agreed between the Directorate and the AEU and referenced at clause M2 of this Agreement.
- P5.6 It is intended that the resources for new educator support be used in the year of allocation. However, a new educator may use more or less than the notional amount each year, provided that the total used does not exceed the allocation determined upon commencement and the resources are used within the total period for which the new educator allocation applies.
- P5.7 The purpose of these resources is to release new educators and others (e.g. mentors), as appropriate, from classroom duties as part of an individual development program that may include: observations, coaching and mentoring, co-planning, evaluation and reflection, and attendance at additional professional learning.
- P5.8 New educators negotiate with their supervisor during term 1 each year a New Educator Support Plan This plan should be no more than one page in length outlining the intended use of the New Educator support days for that year. The New Educator Support Plan should be attached to their performance and development plan (probationary assessment process or Professional Pathways plan, or their replacements).

P6 CONTINUING PROFESSIONAL LEARNING AND DEVELOPMENT

- P6.1 The Directorate and the AEU agree that continuing professional learning and development should build and support quality teaching through:
- a) aligning professional learning with the core role of teachers as outlined in subclause Q1.1
 - b) making time during normal working hours for all teachers to engage in professional learning communities to build capacity to improve student learning in the classroom.
- P6.2 The annual professional learning program, detailed at clause P7, must be developed in accordance with the Government's professional learning framework described within the *ACT Teacher Quality Institute Act 2010* and associated Regulations, Directions and procedures, which can be accessed on the ACT Teacher Quality Institute website.

P7 THE ANNUAL PROFESSIONAL LEARNING PROGRAM

- P7.1 Generally, a working day prior to the first day of the school year (i.e. the day prior to the planning day) will be a designated system induction day.
- a) On this designated day, no school or system professional learning activities for classroom teachers can be scheduled, except for the system induction day.
 - b) Teachers not required to attend the system induction day may elect to undertake personal learning and development on this day.

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- P7.2 All full time teachers are required to participate in a minimum of two days per year of approved professional learning. This professional learning will be allocated as follows.
- a) One day is devoted to a whole of system/whole of sector priority as determined by the Directorate and conducted in a designated stand down period. By the end of October each year, the Directorate will advise whether this system day is required for the following school year. When the system day is not required, this day may be used in accordance with subclause P7.2(b).
 - b) One day is identified by the school for school based professional learning activities and conducted in a designated stand down period.
 - c) Wherever possible, the two days of approved professional learning at parts P7.2(a) and (b) are to be scheduled between the end of designated annual leave and the start of the school year.
 - d) In lieu of three additional days provided for in previous enterprise agreements for approved professional learning during stand down or outside of regular school hours, all teachers are required to participate in scheduled professional learning community programs during the school's required hours of attendance, as outlined in clause P8.
- P7.3 Following final determination of dates for system and school professional learning days provided under subclause P7.2(a) and (b), each principal will develop an annual professional learning program, which integrates these two days and the professional learning community programs at clauses P8. The plan will take account of the *Section Q Guidelines Addressing teacher workload* referenced at clause M2 of this Agreement. The principal will provide written advice to staff as soon as practicable after the start of the school year specifying:
- a) dates of professional learning activities, together with any other relevant information concerning the activity to be undertaken during each school term;
 - b) scheduling of professional learning community programs during the school year.
 - c) the requirement to attend the two days of approved professional learning at subclause P7.2(a) and (b) or to seek a variation under subclause P7.8.
- P7.4 Part time teachers' minimum professional learning days will be calculated on a pro rata basis. Distribution of these days will be negotiated with the principal, and will normally involve attendance for the whole of a professional learning activity. To accommodate such attendance, the principal may:
- a) negotiate a variation of attendance at another time so that normal hours of work for the week are not exceeded; or
 - b) elect to pay the teacher for attendance beyond their usual hours of duty on the day of the professional learning activity.
- P7.5 To maximise capacity to plan for attendance at professional learning activities, professional learning for both school based and office based teachers should be scheduled in accordance with the principles outlined in subclause Q8.4 of this Agreement.

- P7.6 The school's annual professional learning program should:
- a) be a coherent program, consistent with the system or school development plan and/or an individual's performance and development plan (Professional Pathways plan or its replacement);
 - b) enhance the knowledge or skills of teachers that will lead to improved student learning;
 - c) enable teachers to reflect on their current practice;
 - d) typically involve teachers in collaboration with other teachers or relevant professionals;
 - e) typically lead to follow up activities such as further research, discussion, experimentation or collaboration;
 - f) provide teachers with opportunities to develop leadership capabilities; and
 - g) build quality teaching practice.
- P7.7 Principals are required to maintain an accurate record of teachers' attendance at professional learning activities.
- P7.8 A teacher who cannot attend a professional learning activity on the two approved professional learning days at subclause P7.2(a) and (b) may:
- a) request approval to make up the professional learning activity at an alternate time agreed with the principal; or
 - b) for absences known in advance, submit an application for leave in advance of the absence, accompanied by relevant documentation; or
 - c) for unexpected absences, submit an application for leave accompanied by the appropriate documentation as soon as the teacher returns to work.
- P7.9 In accordance with clause F4, any request for personal leave under subclause P7.2(a) and (b) must be accompanied by a medical certificate from a registered health professional or by reasonable evidence that the leave is essential at that time.
- P7.10 Any teacher not attending professional learning who is not covered by subclause P7.8(a),(b) or (c) will be deemed to be on unauthorised leave without pay.
- P7.11 Non-attendance at required professional learning may constitute misconduct and could be subject to disciplinary proceedings.
- P7.12 Principals (SLA) will participate in an additional five days of professional learning to be acquitted by 1 November each year. The purpose of these additional days is to undertake:
- a) strategic planning and professional development for the school, cluster or system;
 - b) planning and organisation of professional learning for other school employees;
 - c) attendance at educational conferences or meetings; and
 - d) personal professional development.

P8 PROFESSIONAL LEARNING COMMUNITIES

- P8.1 Teaching improves when teachers learn from each other. Research indicates that regular, structured, collaborative professional learning programs in schools, known as ‘professional learning communities’, have a direct impact on continuous improvement of teaching and learning in the classroom. Teachers participating in professional learning communities regularly come together to engage in professional conversations and investigations at the workplace. With the support of colleagues, each teacher can focus attention on addressing educational issues directly relevant to their students’ learning needs in the classroom and to their own teaching practice to meet these needs. Professional learning community programs include, but are not limited to:
- a) peer observation in the classroom and feedback;
 - b) analysis of evidence for student learning
 - c) examination and development of teaching practices to meet student learning needs; and
 - d) school based action research groups.
- P8.2 Schools’ professional learning community programs should build quality teaching practice. School based professional learning community programs are to be conducted during the school’s required hours of attendance at clause Q1.
- P8.3 The focus for professional learning community programs at the school will be designed by the participating teachers in consultation with their supervisor(s) and principal. Programs will be designed to support teachers to develop their professional knowledge, professional practice and professional engagement in order to meet expectations of performance and professional responsibilities as they progress through each stage.
- a) New Educator – meet the Proficient Teacher career stage of the Standards in order to achieve full teacher registration and develop along the classroom practice continuum within the Proficient Teacher career stage;
 - b) Experienced Teacher 1 –further develop along the classroom practice continuum within the Proficient Teacher career stage; and
 - c) Experienced Teacher 2 –further develop along the classroom practice continuum within the Proficient Teacher career stage and with the capacity to work towards certification at the Highly Accomplished Teacher and Lead Teacher career stage of the Standards.
- P8.4 Casual teachers regularly engaged by the school are to be included in professional learning community programs. The Directorate, supported by the AEU, will actively promote a broad range of professional learning opportunities for casual teachers, including programs directly related to the craft of relief teaching.

Section Q - Core Role of Teachers

Q1 PROFESSIONAL RESPONSIBILITIES OF TEACHERS

- Q1.1 The core role of teachers is to improve student learning. Within this core role, the professional responsibilities and regular pattern of work of a teacher includes:
- a) instruction of students;
 - b) supervision of students;
 - c) curriculum planning;
 - d) assessment of student learning;
 - e) reporting of student learning;
 - f) professional learning;
 - g) attendance at meetings and parent/teacher interviews; and
 - h) activities to enrich the educational experiences of students, in accordance with the *Section Q Guidelines: Addressing teacher workload*.
- Q1.2 The remuneration package paid to teachers is for the total performance of their professional responsibilities and not simply for hours spent at the workplace.
- Q1.3 In recognition of teachers' professional responsibilities, the pattern of required hours of attendance may vary from school to school and may be negotiated with the principal on an individual or collective basis. Such arrangements must be recorded and must contain a mechanism for review at least once each year. These variations will be made in accordance with Part 1 clause G3 of this Agreement.
- Q1.4 The required hours of attendance for a part time teacher are pro rata, based on their part time fraction.
- Q1.5 There is an expectation that teachers should be able to access reasonable breaks during the working day. The minimum break over a school day is 30 minutes, which is separate from normal release time. The arrangements may vary from school to school, taking into account operational requirements. The duration of such a break is not included in the required hours of attendance detailed in subclause Q1.3.

Q2 THE SCHOOL YEAR

- Q2.1 The school year is a maximum of 197 days in length.
- Q2.2 The first day of the school year is a day when schools are not open for student attendance.

Q3 THE TEACHING YEAR

- Q3.1 The teaching year is the period during which the school is open for student attendance.
- Q3.2 The teaching year is 196 days for the preschool, primary and secondary sectors. However, in colleges, 170 days are teaching days with the balance acquitted through assessment, moderation and other teaching and learning related activities.
- Q3.3 Any adjustment to the number of teaching days specified must be approved by the head of service.

Q4 FACE-TO-FACE TEACHING

- Q4.1 'Face-to-face teaching', in relation to a particular teacher:
- a) means regular rostered teaching sessions in a documented approved course of study for which the teacher has primary responsibility for education delivery; and
 - b) includes sessions of direct student instruction rostered or required by the principal:
 - i. as inbuilt relief (a class for which the teacher is not ordinarily timetabled or scheduled as responsible at that time); or
 - ii. for curricular or pastoral functions involving student supervision, student counselling or consultation; or
 - iii. in the case of a teacher librarian, for student contact and consultation in the library.

Q5 FACE-TO-FACE TEACHING LOADS

Preschools and primary schools

- Q5.1 Classroom teachers in preschools and primary schools may be required to teach a maximum of 21 hours and 30 minutes face-to-face per week. Classroom teachers in their first year of teaching following graduation may be required to teach a maximum of 20 hours face-to-face per week, in accordance with subclause P5.1-P5.3 of this Agreement.
- Q5.2 With the exception of Executive Teacher (Professional Practice), Executive Teacher (Pastoral Care) and Literacy and Numeracy Field Officers, school based School Leader C (SLC) officers in primary schools may be required to teach a maximum of 16 hours face-to-face per week. School based SLC officers at Birrigai@Tidbinbilla, Jervis Bay School and the Cooperative School may be required to teach a maximum of 12 hours face-to-face per week.
- Q5.3 Executive Teachers (Professional Practice) may be required to teach up to a maximum of 21 hours 30 minutes face-to-face per week. This maximum includes any time spent modelling exemplary classroom teaching and observing other classroom teaching for the purpose of coaching and mentoring. Specific teaching loads will be determined on a school-by-school basis. The face-to-face teaching component may be varied in consultation with the Executive Teacher (Professional Practice).
- Q5.4 There are no teaching load requirements specified for Executive Teacher (Pastoral Care) and Literacy and Numeracy Field Officers.

Section Q – Core Role of Teachers

- Q5.5 School based School Leader B (SLB) officers may be required to teach a maximum of eight hours face-to-face per week.
- Q5.6 There are no teaching load requirements specified for School Leader A (SLA) officers.
- Q5.7 Other arrangements in respect of playground duty supervision and other non-teaching requirements of teachers will be set by each school on the basis of their staffing provisions.

High schools and colleges

- Q5.8 Classroom teachers in high schools and colleges may be required to teach a maximum of 19 hours face-to-face per week averaged over the teaching year. Classroom teachers in their first year of teaching following graduation may be required to teach a maximum of 18 hours face-to-face per week averaged over the teaching year, in accordance with subclauses P5.1-P5.3 of this Agreement.
- Q5.9 With the exception of Executive Teacher (Professional Practice), Executive Teacher (Pastoral Care) and Literacy and Numeracy Field Officers, school based School Leader C (SLC) officers may be required to teach a maximum of 12 hours face-to-face per week.
- Q5.10 Executive Teachers (Professional Practice) may be required to teach up to a maximum of 19 hours face-to-face per week. This maximum includes any time spent modelling exemplary classroom teaching and observing other classroom teaching for the purpose of coaching and mentoring. Specific teaching loads will be determined on a school-by-school basis. The face-to-face teaching component may be varied in consultation with the Executive Teacher (Professional Practice).
- Q5.11 There are no teaching load requirements specified for Executive Teacher (Pastoral Care) and Literacy and Numeracy Field Officers.
- Q5.12 School based School Leader B (SLB) officers may be required to teach a maximum of eight hours face-to-face per week.
- Q5.13 There are no teaching load requirements specified for School Leader A (SLA) officers.
- Q5.14 Other arrangements in respect of playground duty supervision and other non-teaching requirements of teachers will be set by each school on the basis of their staffing provisions.

P-10 schools and alternative settings

- Q5.15 Teaching loads in P-10 schools and alternative settings may be required to undertake face-to-face teaching loads up to the maximum specified for the section of the school in which they work (e.g. preschool, primary school, high school or college).
- Q5.16 The principal will facilitate procedures for the collation of data on teaching loads at least annually.

Q6 VARIATION IN FACE-TO-FACE TEACHING LOADS

- Q6.1 With approval from the relevant school network leader, principals may vary face-to-face teaching loads for individual teachers within the maximum specified in clause Q45. The purpose for which such variations may be approved will be related to professional responsibilities and specified in the Section Q Guidelines – Addressing Teacher Workload.

Q7 VOLUNTARY ADDITIONAL LOADS

- Q7.1 Nothing in clauses Q1-Q5 will preclude a teacher from agreeing to a greater teaching load than specified, on a voluntary basis.

Q8 SCHOOL MONITORING OF WORKLOAD AND PRACTICE

- Q8.1 Good management practice in every school includes the regular review of work practice and general procedures in the workplace.
- Q8.2 Schools are to monitor and manage the workload of teachers to ensure they are able to focus on their core role. Teachers will not be expected to perform tasks other than those contained in the *Section Q Guidelines Addressing teacher workload*.
- Q8.3 The principal, in conjunction with the AEU sub-branch, must establish a school workload committee to monitor, review and address workload issues.
- a) The workload committee must include a member nominated by the school's AEU sub-branch.
 - b) Members of the workload committee must be provided with sufficient time to conduct their work, including consultation with staff, and preparation for and attendance at meetings.
 - c) The workload committee is to monitor implementation of the *Section Q Guidelines Addressing teacher workload* at the school.
 - d) Regular review by the workload committee should be seen as an opportunity to shed outdated non-mandatory programs, where appropriate, and to reassess practice and procedure to ensure the most efficient systems are in place for the benefit of all teachers.
 - e) The committee must consider the working arrangements for vocational education teachers at the school.
 - f) The committee should also consider the workloads of principals and other school leaders.
- Q8.4 Scheduling of meetings and other activities
- a) As outlined in subclause Q1.1, teachers' professional responsibilities and patterns of work extend beyond hours of face-to-face teaching, release time, rostered supervision and professional learning. The Directorate and the AEU acknowledge that teachers have an obligation to attend to their professional responsibilities. The Directorate and the AEU further acknowledge that teachers working in schools and colleges may have personal responsibilities that need to be discharged.
 - b) Accordingly, teachers must take account of their ongoing professional obligations in planning their personal commitments and schools must consider such issues in scheduling meetings and other activities at which teacher attendance is required.
 - c) Reasonable notice should be provided of meetings and other activities at which teacher attendance is required. Where possible, regular meetings and other scheduled activities should be included in the year/term planner.
 - d) Schools negotiate local arrangements around meetings and other activities at which teacher attendance is required. Such arrangements must contain a mechanism for review at least once each year.

- Q8.5 Where a dispute cannot be resolved by the school workload committee, members may seek assistance in accordance with subclause Q9.2(b).

Q9 SYSTEMIC MANAGEMENT OF WORKLOAD ISSUES

- Q9.1 The Directorate and the AEU acknowledge that:

- a) the current level of workload is an issue that needs to be addressed; and
- b) workload should be monitored at all levels to ensure equitable distribution and the maintenance of a healthy and productive workplace.

- Q9.2 The Directorate has responsibility for management of workload issues to ensure consistency. The Directorate acknowledges this responsibility by taking a supportive, problem-solving and preventative approach to teacher workload. The Directorate will designate a central function to:

- a) build the capacity of schools to effectively plan for and manage workload, and enable teachers to focus on their core role at clause Q1;
- b) assist school workload committees to resolve disputes;
- c) capture and analyse data across schools;
- d) develop and share models of best practice with regard to management of workloads;
- e) manage teacher workload proactively through oversight of schools' implementation of the *Section Q Guidelines: Addressing teacher workload*; and
- f) report to the Directorate/AEU Implementation Committee on a quarterly basis.

Section R - Workforce Planning

R1 INTRODUCTION

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

R2 TEACHER AND SCHOOL LEADER PLACEMENT

- R2.1 With respect to teacher and school leader placement, the term 'teacher' will be used to mean classroom teacher, school leader and principal, in this Section unless otherwise stated. The term 'school' will be used to mean school and central office sections.
- R2.2 Principals, school network leaders and managers plan the optimum placement end dates of individual teachers, and subsequent transfer, through the annual professional discussions with reference to teachers' career plans and the need to sustain and renew educational programs. Such discussions with classroom teachers will be conducted in accordance with the *Annual Professional Discussion Guidelines* agreed between the Directorate and the AEU and listed referenced at clause M2 of this Agreement. Planning for a principal's placement end date will be done in discussion with their school network leader.
- R2.3 Principals must maintain flexibility in managing their teaching workforce in order to provide for the educational needs of students and to achieve the objectives of teacher transfer, as outlined in clause R3 of this Agreement.
- R2.4 All placements of teachers are for a maximum of five years. The placement end date is 26 January, after the final year of placement. Details of placements are as follows.
- a) All permanent teachers have been advised of their placement end date. These will not change as a result of the provisions in this section.
 - b) Placement end dates will not be varied to account for periods of leave or temporary transfer.
 - c) Generally, a teacher's or school leader's first placement in a school or central office position will be for five years.

- d) Graduate teachers are initially placed for five years, including any period of temporary position placement or contract at the school to which they are appointed.
 - e) Subsequent placements for all teachers are for periods up to five years.
 - f) There is no limit on the number of times a teacher's placement at a school can be continued for periods of up to five years.
- R2.5 The principal (or school network leader) will review a teacher's placement end date through the annual professional discussion early in the year prior to its effect. This review will determine whether the teacher:
- a) will continue their placement at the school for another period of up to five years, or
 - b) must apply for transfer, to take effect from 27 January in the following year.
- R2.6 The principal will advise the teacher in writing of the decision concerning their placement end date following the annual professional discussion and no later than the end of term 2.
- R2.7 A teacher may seek to have the grounds for the decision concerning their placement end date reconsidered by informing their principal (or school network leader) within 14 days of receipt of the decision. The reconsideration will be undertaken by a panel comprising a school network leader, a principal from another school and an AEU nominee.
- R2.8 Principals will give due consideration to individuals' personal circumstances and needs in making decisions concerning teacher transfer or continuation of placement.
- R2.9 The head of service has the right and obligation to place permanent teachers in suitable positions, as required. This requirement takes precedence over any other method of filling vacancies.

R3 TEACHER TRANSFER

- R3.1 Teacher transfer links closely with quality teaching, professional learning, career planning, performance management and leadership development in helping to develop a capable and sustainable teaching workforce. By transferring to new settings throughout their careers, classroom teachers and school leaders gain a broad experience and contribute to renewal of school communities through incorporation of new perspectives.
- R3.2 All teachers and school leaders have a responsibility to plan their career pathways and professional growth, including placement and transfer options, through Professional Pathways or Principal's Performance and Development Agreement or their replacements.
- R3.3 Transfer must not be used to solve performance issues. Any teacher or school leader B and C undergoing Pathways to Improvement or its replacement will not be permitted to transfer until they have undertaken sufficient development with principal/manager and colleague support.
- R3.4 All teachers and school leaders may apply for transfer at any stage during their placement.
- R3.5 Where a teacher or school leader wishes to apply for transfer prior to the end of their placement, they should advise their principal/manager or school network leader of this intention as soon as possible. In dealing with compassionate transfers, special consideration of an individual's circumstances and needs will occur.

- R3.6 From the date of operation of this Agreement, the transfer provisions detailed in this section will apply to all permanent classroom teachers, school leaders B and C.
- R3.7 Unless specifically referred to in this section, the provisions outlined in this section apply to the exclusion of provisions contained in section 92 of the PSM Act and any related provisions contained in the PSM Standards.

Incentives to transfer

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

Annual classroom teacher transfer process

- R3.10 There will be an annual classroom teacher transfer process. Teachers identified for transfer will be considered for placement through the annual process. Vacancies unable to be filled through transfer or central placement will go to open advertisement in accordance with subclause R4.1.
- R3.11 The objectives of the transfer process are:
- a) to ensure that all vacancies are able to be efficiently and effectively filled by the end of the school year; and
 - b) to provide opportunities for current teachers to transfer within the ACT public school system.
- R3.12 The decision that a teacher will transfer can be withdrawn by mutual agreement between the teacher and principal.
- R3.13 The onus is on the teacher to nominate a reasonable range of positions/schools to enable successful transfer. Principals have a responsibility to support the teacher in this process and support career development through the Professional Pathways plan or its replacement.
- R3.14 A teacher who is unsuccessful in transferring at the end of their nominal placement at a school will be placed in accordance with subclause R2.9.
- R3.15 Details on the transfer process as agreed between the Directorate and the AEU are documented in *Procedures for filling classroom teacher vacancies* referenced at clause M2 of this Agreement.

R4 CLASSROOM TEACHER VACANCIES

- R4.1 Classroom teacher vacancies will be filled in accordance with processes agreed between the Directorate and the AEU and detailed in the *Procedures for filling classroom teacher vacancies* referenced at clause M2 of this Agreement.

R5 EMPLOYING GRADUATE TEACHERS

- R5.1 Details on the employment of graduate teachers are as agreed between the Directorate and the AEU and documented in the *Procedures for filling classroom teacher vacancies* referenced at clause M2 of this Agreement.

R6 SCHOOL LEADER VACANCIES

- R6.1 The agreed procedures for filling school leader vacancies are detailed in the *Procedures for filling school leader positions* referenced at clause M2 of this Agreement.

R7 SELECTION COMMITTEES FOR SCHOOL LEADER POSITIONS

- R7.1 School leader vacancies will be filled in accordance with the *Procedures for filling school leader positions* agreed between the Directorate and the AEU and referenced at clause M2 of this Agreement.
- R7.2 A Joint Selection Committee will normally comprise, but not be limited to:
- a) a chairperson who has appropriate training, skills and experience, nominated by the head of service; and
 - b) other persons who have appropriate training, skills and experience.
- R7.3 The selection committee composition is as set out in the *Procedures for filling school leader positions* agreed between the Directorate and the AEU and referenced at clause M2 of this Agreement.
- R7.4 The Directorate will continue to provide agreed selection committee training and will maintain a list of teachers who have completed such training.
- R7.5 The relevant selection guidelines must be referred to in the conduct of any selection process.
- R7.6 Except for review of process, the outcome of any promotions position selections filled using agreed joint selection procedures is not appellable.

R8 REVIEW

- R8.1 Except for review of process, the outcome of any selection committee is not appellable.

Section S - Allowances and Payments

S1 PRINCIPAL ALLOWANCES

- S1.1 Except as provided for in this clause, salaries paid to principals are 'all in' salaries. No additional allowances in the nature of salary will be payable to principals.
- S1.2 Motor vehicle allowance and other expense related allowances, by way of reimbursement for purposes such as official travel as set out in the PSM Standards, will continue to apply.

S2 SPECIAL EDUCATION ALLOWANCE

- S2.1 Current procedures for payment of the Special Education Allowance will continue for teachers. School psychologists are not eligible to access this allowance. The allowance rates are contained in Annex A11 to this Agreement.

S3 TRAVELLING ENTITLEMENT

- S3.1 A teacher appointed to, or on contract at, Birrigai@Tidbinbilla or Jervis Bay is entitled to receive a travelling entitlement.
- S3.2 The travelling entitlement replaces any existing entitlement for isolated establishment allowance for teachers under the PSM Act and PSM Standards.
- S3.3 Travelling entitlement is payable for each complete trip when a teacher attends duty to the maximum of once per day.
- S3.4 A teacher is entitled to be paid the full rate of the entitlement for each continuous period of duty if they do not travel at the Directorate's expense and:
- a) travel to an isolated establishment to attend for a period of normal duty; or
 - b) have been directed to return to duty, with or without prior notice, to perform extra duty.
- S3.5 A teacher who meets the requirements above but travels at the Directorate's expense on the journey either to or from the isolated establishment, is entitled to be paid only at the partial rate.
- S3.6 A teacher who lives in a dwelling provided by the Directorate at the isolated establishment, or lives within 10 kilometres from it, is not entitled to the entitlement unless they receive a payment for the use of private motor vehicle for official purposes.
- S3.7 If a teacher receives any payments by way of allowances under this clause and the payment is less than the travelling entitlement, they are entitled to be paid the difference between the payment received and the entitlement.
- S3.8 The designated isolated establishments and the relevant rates of pay will be reviewed during the life of this Agreement and cease if the establishment no longer fulfils the criteria for the payment of isolated establishment allowance.

- S3.9 If a principal/manager approves a full time teacher's request to travel in their own vehicle between two or more workplaces in one day, then payment of the relevant Public Sector Motor Vehicle Allowance will be made. The cost of this payment will be shared equally between the two or more workplaces.
- S3.10 Part time teachers who travel in their own vehicle between two or more workplaces in one day will have 0.05 added to their agreed fraction of a full time load, in lieu of payment of Public Sector Motor Vehicle Allowance.

S4 PRACTICUM SUPERVISION PAYMENT

- S4.1 The Directorate and the AEU consider student teacher supervision an important component in the ongoing development of the teaching profession.
- S4.2 Teachers who undertake supervision of student teachers will have that recorded in their Professional Pathways plan or its replacement.
- S4.3 Payment by the relevant university for the supervision of a practicum teacher will be made directly to the supervising teacher.

S5 HIGHER DUTIES ALLOWANCE

- S5.1 All teachers will receive a payment of higher duties allowance after the completion of a total of five days of higher duty work. The first five days do not count for payment purposes, except where subclause S5.2 applies.
- S5.2 Where the initial establishment period of higher duties is equal to one school term or more, higher duties allowance will be paid for the total period of higher duty work including the first five days.
- S5.3 The actual higher duties allowance payable will be the difference between the teacher's salary and the salary of the higher duty position being undertaken.
- S5.4 Periods of higher duty should not normally extend beyond 12 months. If after 12 months the position is nominally vacant, it will be advertised unless there are exceptional circumstances.
- S5.5 The *Procedures for filling school leader positions*, agreed between the Directorate and the AEU and referenced at clause M2 of this Agreement, will apply.

S6 RELOCATION ASSISTANCE

- S6.1 Provision of relocation assistance is considered on a case by case basis for all classifications, including those at Jervis Bay. The general considerations for the payment of this allowance will include:
- a) reimbursement of reasonable costs;
 - b) individual circumstances, including number of dependants and location a teacher moves from;
 - c) recruitment considerations; and

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d) system needs.

S6.2 Individuals should not incur costs with an expectation of payment without prior authorisation from the head of service.

S6.3 The relocation payment is to be fully supported by receipts.

S6.4 In the event that the teacher terminates their employment with the Directorate within 18 months of the date of appointment and does not commence employment with another ACTPS agency within one month, the teacher may be required by the head of service to repay:

a) 100 percent of the relocation payment if the teacher terminates employment within 12 months from the date of appointment; or

b) 50 percent of the relocation payment if the teacher terminates employment more than 12 months and less than 18 months from the date of appointment.

Section T - Recognition of Work and Life Responsibilities

T1 REGULAR PART TIME WORK AND JOB SHARING

- T1.1 As a means of promoting family friendly policies in the workplace, the Directorate and the AEU fully support teachers' access to part time employment and job sharing. These arrangements can be an effective means of reconciling the sometimes conflicting demands of a teacher's work and personal commitments.
- T1.2 This section should be read in conjunction with the *Facilitating part time work arrangements: guidelines for principals/managers and employees*, listed at clause M2 of this Agreement.
- T1.3 Applications for part time work, the part time teacher's load and an appropriate pattern of attendance will be considered on the basis of the personal commitments of the teacher and the operational requirements of the school or section.
- T1.4 For teachers returning from maternity or parental leave see Part 1 clause E7 of this Agreement.

T2 REGULAR PART TIME WORK FOR SCHOOL BASED TEACHERS AND SCHOOL LEADERS

- T2.1 The term 'part time teacher' includes both permanent and temporary part time teachers who work less than full time hours.
- T2.2 In negotiating the placement of a permanent part time position, the Directorate will employ a permanent part time teacher at any fraction agreed to by the teacher and the principal/manager or the school network leader (in the case of a principal).
- T2.3 Once set for each school year, the part time work fraction will not normally be altered. A temporary variation in the fraction, including a temporary conversion or reversion to full time work, must be approved by the head of service.
- T2.4 Teachers working part time may elect to undertake casual teaching, up to the equivalent of a full time load.
- T2.5 Part time teachers who were previously full time permanent teachers may only revert to full time work at their substantive level:
- a) at the date initially agreed to by the teacher and principal/manager or the school network leader (in the case of a principal);
 - b) in accordance with subclause T2.3; or
 - c) by applying for full time positions.
- T2.6 Permanent part time teachers who have become permanent by being appointed to positions created at the initiative of the Directorate may only convert to full time work substantively by applying for full time positions.

- T2.7 Salary and entitlements for part time temporary teachers will be as at Part 1 clause C1 of this Agreement.
- T2.8 Part time teachers are required to attend and participate in activities, such as professional learning and moderation days. To accommodate such attendance, the principal may:
- a) negotiate a variation of attendance at another time so that normal hours of work are not exceeded; or
 - b) elect to pay the teacher for attendance beyond their usual hours of duty on the day of the specified activity.
- T2.9 Any disputes about the operation of this clause will be dealt with in accordance with clause G2 of this Agreement.

T3 JOB SHARING

- T3.1 A full time employee may request in writing permission to work in a job sharing arrangement. The head of service will agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.
- T3.2 Teachers working under job sharing arrangements share one full time job and will be considered to be part time with each working part time on a regular continuing basis.
- T3.3 The pattern of hours for the job sharing arrangement will be agreed between the teachers and the head of service. However, any single attendance at an office based worksite will be for not less than three consecutive hours.
- T3.4 A teacher who is in a job sharing arrangement and who was previously working full time may revert to full time employment before the expiry of the agreed period of job sharing if all parties to the arrangement agree.
- T3.5 In the event that either teacher ceases to participate in the job sharing arrangement, the arrangement will terminate.
- T3.6 The Directorate will continue to make provisions for tandem applications where teachers propose to jointly apply for a position in a job share arrangement.

T4 UNPAID PARENTAL LEAVE

- T4.1 Teachers with less than 12 months service are entitled to parental leave provisions contained in Part 1 clause F17 of this Agreement.
- T4.2 The head of service will, on application, grant a teacher who has completed 12 months current continuous service with ACTPS unpaid parental leave after the birth, adoption or placement of a foster child as defined in subclause F17.2. This will include any period of paid or unpaid maternity leave.
- T4.3 Unpaid parental leave will not count as service for any purpose.

- T4.4 Unpaid parental leave is available to either parent if they are both teachers but cannot be taken concurrently.
- T4.5 A maximum of four years unpaid parental leave may be granted for the first child or until the child reaches school age.
- T4.6 A further two years in total may be granted for any subsequent children.
- T4.7 Any entitlement remaining from the first child cannot be added to the entitlement for subsequent children.
- T4.8 Unpaid parental leave can only be approved to the day before the beginning of a new school year.

T5 HOME BASED WORK (SCHOOL BASED TEACHERS)

- T5.1 There may be occasions where it is appropriate for a teacher to work from home on an ad hoc basis. In these circumstances, arrangements to work from home are to be negotiated on a case by case basis between the teacher and their principal.
- T5.2 Home based work is a voluntary arrangement which requires the agreement of both the head of service and the teacher. Approval for home based work will only be granted in exceptional circumstances.
- T5.3 When assessing the requirement for home based work, a principal needs to be assured that operational requirements, the effect on students and clients, security, performance monitoring, and health and safety factors have been fully satisfied.

T6 HOME BASED WORK (OFFICE BASED TEACHERS)

- T6.1 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.
- T6.2 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.
- T6.3 In determining appropriate home based work arrangements, the head of service and the employee 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.
- T6.4 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.
- T6.5 An employee may terminate home based work arrangements at any time by giving reasonable notice to the head of service.
- T6.6 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.
- T6.7 The Directorate 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 Directorate will be subject to workplace health and safety requirements and to an assessment of technical needs by the manager/supervisor.

T7 PURCHASED LEAVE (SCHOOL BASED TEACHERS)

The scheme

- T7.1 Purchased leave provides school based teachers with the opportunity to take one term or one semester of additional leave for any purpose including family responsibilities, travel or study. The leave may also be used as a transition to retirement.
- T7.2 Eligibility: There is no qualifying period. Applicants must be permanent school based teachers (including principals).
- T7.3 Duration: The scheme allows eligible teachers to accrue one term or one semester of additional leave purchased through a pre-calculated fortnightly payment from salary. For the purposes of this scheme, one term equates to 10 weeks and one semester equates to 22 weeks (including the two weeks stand down between terms).
- T7.4 Payment: Purchased leave is accrued by fortnightly payments from salary over 26 paydays (12 months) for one term, or 52 paydays (24 months) for one semester.
- T7.5 Permanent part time teachers are eligible to apply for purchased leave on the following basis:
 - a) the fortnightly payment from salary will be adjusted in accordance with the part time hours of duty; and
 - b) payment during purchased leave will be at the rate the leave was accrued, similar to annual leave.
- T7.6 Applications are made by completion of the Application for Purchased Leave form and require the recommendation of the principal.
- T7.7 Closing dates: Applications to join the scheme may be made at any time prior to four closing dates each year: 1 March, 1 May, 1 August and 1 December.

- T7.8 Approval by the head of service for an employee to purchase and use purchased leave is subject to both the operational requirements of the workplace and the personal responsibilities of the employee.
- T7.9 Accrual period: Where approval is given, teachers will commence the accrual period from the beginning of the following school term and payments from salary will commence on the first payday of that term.

Taking purchased leave

- T7.10 Discussion with principal: The dates on which a teacher proposes to take purchased leave must be discussed with principal prior to commencement in the scheme. Principals must discuss the dates they propose to take purchased leave with their school network leader.
- T7.11 Blocks of leave: Purchased leave must be taken in blocks of one term or one semester in the 12 months following accrual.
- T7.12 Duration: Purchased leave will commence on the first day of the nominated term or semester and conclude on the last day of that term or semester.
- T7.13 Credits: Accrued purchased leave credits will be deemed to be exhausted at the end of the nominated term or semester regardless of the length of that term or semester.
- T7.14 Rate of pay: Purchased leave will be paid at the teacher's normal rate of pay less any allowances.
- T7.15 Application to take leave: Applications for purchased leave must be submitted to the principal on a normal leave form no later than:
- a) 1 August for purchased leave to be taken during Semester 1 of the following year; or
 - b) 1 March for purchased leave to be taken during Semester 2 of the same year.
- T7.16 Approval: The principal will consider operational requirements prior to approving an application for purchased leave.
- T7.17 Notification: Teachers will be informed of approval of proposed dates as soon as practical but not later than:
- a) 1 September for purchased leave to be taken during Semester 1 of the following year; or
 - b) 1 April for purchased leave to be taken during Semester 2 of the same year.

Conditions for purchased leave

- T7.18 Counts as service for all purposes: Purchased leave counts as service for all purposes and there is no effect on accrual of other leave entitlements, increment dates or superannuation.
- T7.19 Leave during accrual period: School based teachers are able to access all other forms of leave during the 12 or 24 month accrual period, including leave at reduced pay and no pay. However, it should be noted that leave without pay will not normally be approved during the accrual period.

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- T7.20 Unpaid leave during accrual period: Unpaid leave will have no effect on the scheme and the fortnightly payment must continue to be made. Payment is to be arranged with Shared Services Payroll.
- T7.21 Leave taken in conjunction with purchased leave: Purchased leave taken in conjunction with other paid leave will be regarded as continuous with that leave and the conditions applicable to a continuation of that leave will apply.
- T7.22 Personal leave: Where an employee provides a certificate from a registered health professional operating within their scope of practice for a personal illness occurring during a period of absence on purchased leave, the employee will have the purchased leave re-credited for that period covered by the certificate, and substituted by personal leave.
- T7.23 Compensation: Unless agreed to otherwise, the salary payment for purchased leave will continue during the first 45 weeks of compensation payments as they are based on a teacher's normal gross weekly earnings.
- T7.24 No anticipation: Purchased leave cannot be anticipated.
- T7.25 Allowances: Allowances will not be included in the calculation of the fortnightly salary payment during the accrual period. Consequently all allowances, including higher duties allowance, will cease during periods of purchased leave.
- T7.26 Employment during leave period: Where teachers choose to engage in outside employment during purchased leave:
- a) approval must be received prior to commencing any form of paid employment to ensure there is no conflict of interest with teaching duties; and
 - b) applications must be made according to Section 244 of the PSM Act.

Special conditions

- T7.27 Opting out: Opting out may occur under special circumstances, e.g. long term compensation, unforeseen change in financial circumstances. Applications to leave the scheme:
- a) must be in writing through the principal to the head of service;
 - b) require a minimum of two weeks notice; and
 - c) if approved, will result in the teacher being reimbursed the exact amount contributed.
- T7.28 Unused purchased leave: Any purchased leave remaining unused at the end of the 12 month period following accrual will be paid out at the salary applicable on 1 January of that year.
- T7.29 Re-credit of purchased leave: Unused purchased leave re-credited because of sick leave in excess of five continuous days will be paid out at current salary at the end of the 12 month period following accrual.
- T7.30 Resignation/retirement: Unused leave will be paid out on a pro rata basis based on the amount of leave accrued. Payment will be based on current salary at the date of resignation or retirement.

T7.31 Transfer/promotion to another agency: It is unlikely purchased leave will be able to be transferred to other agencies. Leave not able to be transferred and not taken prior to transfer or promotion will be paid out at current salary at the date of transfer or promotion.

T7.32 Exceptional circumstances: Application to delay taking of leave will be approved only in exceptional circumstances. Applications must be recommended by the principal and approved by the head of service.

Cost

T7.33 Calculation: The formula is based on an officer's actual gross fortnightly salary excluding allowances.

- a) For one term (10 weeks) of purchased leave, the payment from fortnightly salary is made over 26 paydays (12 months). The payment equals the gross fortnightly salary multiplied by 10 divided by 52.
- b) For one semester (22 weeks) of purchased leave, the payment from fortnightly salary is made over 52 paydays (24 months). The payment equals the gross fortnightly salary multiplied by 11 divided by 52.
- c) An officer who accrues one term of purchased leave over the initial 26 paydays may apply to increase that to one semester (additional 12 weeks) over the following 26 paydays. The payment for the additional period equals the gross fortnightly salary multiplied by 12 divided by 52.
- d) Payments will be amended with changes in substantive salary.

Dispute resolution

T7.34 The dispute avoidance/settlement procedures at clause G2 apply.

T8 PURCHASED LEAVE (OFFICE BASED TEACHERS)

Purpose

T8.1 Purchased leave is available to employees to enable them to be absent from duty to support their work/life balance.

Eligibility

T8.2 Employees, other than casual employees, are eligible to apply to purchase leave.

Entitlement

T8.3 Employees may purchase leave in addition to the employee's usual annual leave entitlement, up to a maximum of 12 weeks in any 12 month period, subject to head of service approval.

T8.4 An employee may apply, at any time, to the head of service for approval to participate in the purchased leave scheme.

T8.5 The application must specify the amount of leave to be purchased in whole weeks up to a maximum of 12 weeks in any 12 month period, and the period over which the additional leave is to be acquitted.

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- T8.6 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.
- T8.7 Approval to purchase additional leave will not be given where an employee has an annual leave balance of 2.5 years worth of annual leave credit or more, except where the employee intends to use all excess annual leave credit before taking purchased leave.
- T8.8 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 Directorate ceases before the expiration of the agreed acquittal period; or
 - c) the employee proceeds on paid maternity or primary care giver leave.
- T8.9 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

- T8.10 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on purchased leave.
- T8.11 An employee must make an application to the head of service to access their purchased leave entitlement.
- T8.12 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 Part 1 subclause F2.1 of this Agreement.
- T8.13 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.
- T8.14 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 head of service is satisfied, on evidence presented, there are exceptional circumstances which warrant purchased leave being taken in shorter periods.
- T8.15 Purchased leave must be used within the agreed acquittal period, not exceeding 12 months from the date of commencement in the scheme. Purchased leave not taken within the agreed acquittal period will be forfeited and the value of the leave refunded to the employee at the end of the acquittal period.

Rate of payment

- T8.16 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.
- T8.17 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.
- T8.18 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.
- T8.19 Despite subclause T8.18, if the employee's pay changes during the acquittal period the employee may seek approval for the deduction to be recalculated.
- T8.20 Fortnightly tax deductions will be calculated on the employee's gross pay after the deduction has been made for purchased leave.
- T8.21 Subject to subclause T8.22, allowances in the nature of pay 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.
- T8.22 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

- T8.23 Leave taken as purchased leave will count as service for all purposes.
- T8.24 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.
- T8.25 Purchased leave will not affect the payment and timing of pay increments or the accrual of other forms of leave.
- T8.26 The purchase of additional leave under this clause will not affect the superannuation obligations of the Directorate and/or the employee involved.

Access to other leave entitlements

- T8.27 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

Section T – Recognition of Work and Life Responsibilities

leave, the employee will have the purchased leave re-credited for that period covered by the certificate, and substituted by personal leave.

- T8.28 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 T8.29, remain in the scheme and have pay deductions continue during the period of paid maternity or primary care giver's leave.
- T8.29 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.
- T8.30 An employee participating in the scheme who is in receipt of paid workers' compensation will have pay deductions for purchased leave continue. Normal conditions for purchased leave will apply for employees on graduated return to work programs; however entry into the scheme should be discussed with the rehabilitation case manager.

Section U - Other Matters

U1 ASSESSMENT, MODERATION AND CERTIFICATION

- U1.1 Teachers of years 11 and 12 have the professional obligation and responsibility to engage in the assessment, moderation and the Board of Senior Secondary Studies certification process.
- U1.2 Years 11 and 12 teachers are required to attend and participate in the designated moderation days.
- U1.3 Part time teachers are required to attend and participate in moderation days. To accommodate such attendance, the principal may:
- a) negotiate a variation of attendance at another time so that normal hours of work are not exceeded; or
 - b) elect to pay the teacher from school funds for attendance beyond their usual hours of duty on the day of moderation.
- U1.4 Where a year 11 or 12 teacher is not required to attend a moderation day, appropriate professional learning will be scheduled. Attendance at such professional learning is required.
- U1.5 A teacher who cannot attend a moderation (or an alternative professional learning) day may:
- a) for absences known in advance, submit a leave form in advance of the absence, accompanied by relevant documentation; or
 - b) for unexpected absences, submit an application for leave accompanied by the relevant documentation as soon as the teacher returns to work.
- U1.6 In accordance with clause F4, any request for personal leave under subclause U1.5(a) or (b) will be accompanied by appropriate documentary evidence detailed in subclause F4.26 or by reasonable evidence that the leave is essential at that time.
- U1.7 Any teacher not attending a required moderation (or alternative professional learning) day and who is not covered by subclause U1.5(a) or (b) will be on unauthorised leave without pay.
- U1.8 Non-attendance at a required moderation (or an alternative professional learning) day may constitute misconduct and could be subject to disciplinary proceedings.

U2 BIRRIGAI@TIDBINBILLA

- U2.1 Conditions specific to teachers at Birrigai@Tidbinbilla are as agreed by the Directorate and the AEU and documented in the Birrigai@Tidbinbilla Agreement referenced at clause M2 of this Agreement.

U3 SCHOOL PSYCHOLOGISTS

Role

- U3.1 School psychologists provide a psychological service to enhance student learning, engagement and wellbeing. The role of the school psychologist can include:
- a) collaboration with other professionals, as part of a multidisciplinary team, to support and enhance student learning and engagement;
 - b) conducting psychological and educational assessments, writing comprehensive reports and providing recommendations;
 - c) when appropriate, support student learning and wellbeing by making referrals to directorate programs and external agencies;
 - d) counselling for children and young people;
 - e) consultation, development, and evaluation of behaviour, social emotional and individual learning plans;
 - f) assisting in managing critical incidents;
 - g) conducting mental health risk assessments;
 - h) assisting in the selection, design, implementation and evaluation of prevention programs;
 - i) consulting with key stakeholders, including teachers, parents, school administrators and external agencies;
 - j) providing information and psychological education to students, school staff, parents, carers and external stakeholders; and
 - k) supporting the development of policy and processes.

Clarification

- U3.2 The role of the school psychologist will be carried out:
- a) in accordance with the Professional and Ethical Standards outlined by the Psychology Board of Australia (PsyBA); and
 - b) in consultation with the School Leadership Team.

Qualifications

- U3.3 School psychologists must be registered with the PsyBA. The Directorate may employ provisional psychologists undertaking the PsyBA approved practice program with additional requirements of supervision and training.

Salary and conditions

- U3.4 The salary rates For School Psychologist, Senior Psychologist and Manager (Psychologist) are at Annex A7 to this Agreement.

- U3.5 The conditions of employment include those set out in this Agreement. Specific conditions set out in this Agreement relating to the professional role of teachers as educators will not apply to school psychologists. These exclusions will be agreed between the Directorate and the AEU.

Monitoring of workload

- U3.6 Good management includes the regular review of work practice and general procedures in the workplace.
- U3.7 The head of service will monitor and manage the workload of school psychologists to ensure they are able to focus on their core role as described in subclause U3.1.

U4 RECORDING OF DAILY ATTENDANCE

- U4.1 Teachers other than principals/managers are required to record their daily attendance using a format negotiated and agreed by staff at the workplace. A hard copy must be retained for two years.
- U4.2 The teacher is responsible for ensuring their daily attendance record is accurate.

U5 MANAGING EMPLOYEE ABSENCES

- U5.1 Details on managing employee absences are contained in the *Mandatory Procedures for Managing Employee Absences* listed at clause M2 of this Agreement.
- U5.2 All teachers are required to submit an application for leave prior to any planned absence or, for unplanned absences, within 10 days of the initial absence unless there are exceptional circumstances (e.g. hospitalisation).
- U5.3 Absences not covered by approved leave will be treated as an unauthorised absence and may result in salary and/or disciplinary action in accordance with the *Mandatory Procedures for Managing Employee Absences*.

U6 CHRISTMAS SHUTDOWN

- U6.1 This clause does not apply to casual teachers.
- U6.2 The Christmas shutdown period refers to the working days between 28 December and 31 December inclusive.
- U6.3 Subject to subclause U8.5, two days of paid leave will be granted to all teachers for those days in the Christmas shutdown period for which a paid public holiday is not provided for under subclause F10.2. This leave will count as service for all purposes.
- U6.4 Only those teachers who are directed or rostered to work during this period may attend for work over the Christmas shutdown period.

U7 STAND DOWN

- U7.1 Stand down applies to school based teachers and principals only. Office based teachers must use a form of leave, flextime or time in lieu to access time off during the stand down period detailed in subclauses U7.2 and U7.3.
- U7.2 The days following the designated annual leave period set out in subclause U8.4 and prior to commencement of the school year constitute a stand down period.
- U7.3 The working days between the published school term dates during the school year also constitute a stand down period.
- U7.4 Where circumstances justify it, the head of service may recall a teacher or principal to duty during a period of designated stand down.
- U7.5 Where a teacher or principal is required on duty during a period of stand down, there is no entitlement to day(s) of stand down in lieu of such duty.

Workplace behaviours (Section H)

- U7.6 The head of service may stand down a school based teacher or principal on full pay at any time where particular circumstances related to Section H justify it and the head of service is of the view that the stand down would be in the best interests of the teacher or principal, the school and the Directorate.
- U7.7 Stand down outside the periods designated in subclauses U7.2 and U7.3 should be for the minimum period possible to allow alternative arrangements to be made, including a return to duty or action under clause H8 (Suspension, reassignment or transfer). Stand down in these circumstances is not a suspension and makes no pre-judgement on the matter. Stand down will be reviewed every seven days unless otherwise agreed by the teacher or principal concerned.

U8 ANNUAL LEAVE FOR SCHOOL BASED TEACHERS AND PRINCIPALS

- U8.1 This clause must be read in conjunction with clause F7 of this Agreement.
- U8.2 Teachers in schools who commence duty on or before first school day of a calendar year and work without a break in service during the year, are entitled to the equivalent of four weeks annual leave for each calendar year of service for their ordinary hours of duty.
- U8.3 The head of service may direct a teacher or principal to take accrued annual leave, whether or not an application for leave has been made, at a time that is convenient to the Directorate.
- U8.4 School based teachers and school leaders are required to take their accrued annual leave (20 days maximum) during a period commencing on the first working day following the end of term 4 and concluding on the last working day prior to Australia Day. This period consists of:
- a) public holidays (in accordance with clause F10);
 - b) annual leave (maximum of 20 days);
 - c) Christmas shutdown (in accordance with clause U6); and

d) where required, stand down (clause 0).

U8.5 During the period referred to in subclause U8.4, the maximum 20 days of annual leave will be exhausted. To facilitate this, access to Christmas shutdown and stand down will be adjusted, if required. This period where the 20 days annual leave is exhausted is the designated annual leave period.

As an example: In the event that declared public holidays, two days Christmas shutdown and only 19 days annual leave would complete the period referred to in subclause U8.4, then only one day of Christmas shutdown would be accessed to ensure the 20 days annual leave is exhausted.

U8.6 When a teacher or principal does not have sufficient accrued annual leave to cover the designated annual leave period, they will be placed on stand down once accrued annual leave credits have been exhausted. Unless otherwise determined by the head of service, this period of stand down will be without pay. This will count as service for all purposes.

U8.7 Unless otherwise determined by the head of service, school based teachers and principals may not use accrued annual leave during school term time.

U9 RECALL TO DUTY DURING ANNUAL LEAVE

U9.1 Where circumstances justify it, the head of service may recall a teacher or principal to duty during a period of designated annual leave.

U9.2 When the head of service recalls a teacher/principal to duty during a period of annual leave and the period is five days or less, the teacher/principal will be entitled to time in lieu for the period of recall.

U9.3 The exact period of time in lieu must be registered in writing with the principal or, in the case of principals, with the school network leader at the commencement of the school year immediately following the period of annual leave.

U9.4 When the head of service recalls a teacher/principal to duty during a period of annual leave and the period is in excess of five days, the teacher/principal will have the period of annual leave re-credited.

U9.5 Registered time in lieu and re-credited annual leave resulting from a recall to duty during annual leave may be taken at a time in the subsequent school year agreed between the teacher/principal and the head of service.

U9.6 Approval to take registered time in lieu and re-credited annual leave is subject to the efficient operations of the school. Registered time in lieu not taken by the end of the subsequent school year will not carry over the following year.

U10 ANNUAL LEAVE LOADING

- U10.1 Classroom teachers and school counsellors who are entitled to annual leave under clause F7 of this Agreement will be paid an annual leave loading.
- U10.2 The amount of a teacher's entitlement under subclause U10.1 will be based on 17.5 percent of the teacher's ordinary hourly rate of pay on 1 January multiplied by the number of hours of annual leave accrued during the preceding 12 months service.
- U10.3 Where a teacher's entitlement is based on subclause U10.2, the leave loading payable is subject to a maximum payment. This maximum payment is the equivalent of the Australian Bureau of Statistics' male average weekly total earnings for the September quarter of the year before the year in which the date of accrual occurs. Where the leave accrual is less than for a full year, this maximum is applied on a pro rata basis.
- U10.4 Part time teachers will be paid the annual leave loading on a pro rata basis.
- U10.5 A teacher whose employment ceases and who is entitled to payment of accumulated annual leave or pro rata annual leave will be paid any accrued annual leave loading not yet paid and leave loading on pro rata annual leave entitlement due on separation.
- U10.6 Annual leave loading will be paid in conjunction with annual leave taken, under clause U8 of this Agreement.
- U10.7 Any unpaid annual leave loading accrued by employees will be paid each year on the last payday in term 4 of the school year.

Section V - Office based Teacher Conditions

V1 HOURS OF DUTY

- V1.1 With the exception of managers (SLA) and assistant managers (SLB), ordinary hours of work for office based teachers are 147 hours over a four week period (i.e. an average of 73 hours 30 minutes per fortnight or 36 hours 45 minutes per week). Ordinary daily hours of work are 7 hours 21 minutes.
- V1.2 For part time teachers, hours are those designated for the job or agreed in their part time work agreement.

V2 SCHEDULING OF MEETINGS

- V2.1 To assist employees to meet their personal responsibilities, where possible, all meetings in the Directorate are to be scheduled at times that take into account those responsibilities.
- V2.2 Where possible, regular meetings and other scheduled activities should be included in the year/term planner.

V3 PERSONAL AND CAREER DEVELOPMENT

- V3.1 For the duration of their placement in the office, teachers will negotiate a personal career and development plan suitable to the continuing development and enhancement of their professional skills and talents. The plan must include a process for professional appraisal and may be based on Professional Pathways or its replacement, the central office performance management process or the Principal's Performance and Development Agreement or its replacement.

V4 FLEXTIME

- V4.1 Flextime will provide the framework for an employee's, other than a casual employee's, pattern of attendance at work to be varied according to the needs of the employee and the requirements of the work unit. It is not a system that is designed to increase or reduce the total number of hours that must be worked.
- V4.2 For flextime arrangements to work effectively, managers and employees have a responsibility to manage hours of work to ensure that individuals are not building up excessive flex credits without:
- a) the opportunity to access flextime accrued; and
 - b) being productively employed; i.e. a manager/supervisor may require an employee not to accumulate flex credits before 8.30am or after 4.51pm where there is insufficient work or an employee cannot be sufficiently managed.
- V4.3 Only employees at or below School Leader C will participate in flextime.
- V4.4 School Leader C employees in central office may negotiate suitable alternative time-in-lieu arrangements in consultation with their managers. These arrangements must be documented and

Section V – Office based Teacher Conditions

approved at director level, and will replace any flextime arrangements previously in operation for that individual.

- V4.5 Hours of work arrangements will be in accordance with operational requirements and workplace health and safety principles. This means that patterns of working hours that have the potential to impact on the health of an employee, such as working long hours in a condensed period or avoiding meal breaks so as to depart early from work, should be avoided.
- V4.6 As far as practicable, an employee will not be required to work for longer than five hours without a break of a minimum of 30 minutes duration.
- V4.7 The span of hours for employees eligible for flextime provisions will be from 7.00am to 7.00pm, Monday to Friday.
- V4.8 Employees may work outside the span of hours stipulated at subclause V4.7 where an employee and the manager/supervisor so agree. This provision is designed to add flexibility in exceptional circumstances and is not intended to replace normal overtime provisions.
- V4.9 Where an employee works outside the span of hours in accordance with subclauses V4.8, these hours will be considered normal hours of duty and will not attract overtime payments or time off in lieu provisions on an hour for hour basis, unless otherwise agreed between the employee and the manager/supervisor prior to the work being performed.
- V4.10 A settlement period will comprise two pay periods (i.e. four weeks).
- V4.11 Starting and finishing times within the span of hours are to be determined for individual work areas by the head of service based on operational needs.
- V4.12 An employee may have a maximum flextime credit equal to the employee's normal weekly hours of duty, at the end of the settlement period. This may be varied by agreement between the manager/supervisor and the employee.
- V4.13 There is no provision to cash out flextime credits either during a period of employment with the Directorate or upon separation or transfer out of the Directorate.
- V4.14 The maximum flextime debit that may accrue is ten hours in any settlement period. Any debit in excess of the maximum debit at the end of a settlement period will be considered to be leave without pay and deducted in accordance with the overpayment process at clause D5 of this Agreement.
- V4.15 Any flextime debits an employee has, if the employee ceases employment with the Directorate, will be recovered from any termination payment owing to the employee, except in the case of death.
- V4.16 Accrued flextime credits will be taken at such times and in such a period or periods as are agreed between the employee and the manager/supervisor and approved prior to taking accrued flextime. It is the responsibility of both the employee and the relevant manager/supervisor to take steps to ensure that accrued flextime credits can be taken as time off, in accordance with this clause.

- V4.17 Teachers with accrued flextime credits must be given the opportunity to take the credit prior to the completion of their placement. Flextime credits cannot be transferred to a school based position.
- V4.18 An employee not complying with these flextime provisions may be directed to work standard hours or the employee's standard working pattern. Standard hours are 8.30am to 12.30pm and 1.30pm to 4.51pm Monday to Friday, for an employee whose hours of work are provided for in subclause B5.3 of this Agreement (36.75 hours per week).

V5 RECOVERY LEAVE ARRANGEMENTS FOR SCHOOL LEADER A AND B

- V5.1 The Directorate has a responsibility to minimise the extent to which excessive hours are worked by School Leader A and B employees. As far as practicable, the Directorate will develop strategies to try to reduce the incidence of excessive hours being worked by this group of employees.
- V5.2 The working arrangements, including working hours, for an employee who is a School Leader A or B will be agreed between the employee and their manager/supervisor. In considering these working arrangements, the employee and the manager/supervisor will take into account in particular:
- a) the operational requirements and workload demands of the Directorate or business unit; and
 - b) the interests of the employee in achieving a reasonable work-life balance.
- V5.3 School Leader A and B employees may be required to work extensive hours over a significant period because of the nature of their duties and responsibilities.
- V5.4 In recognition of excessive hours performed, recovery leave arrangements set out in subclauses V5.5 and V5.6 apply. These arrangements do not apply to:
- a) casual employees; or
 - b) officers with a pay less than that of School Leader B who have been, or will be, performing the duties of a position of School Leader A or B for a continuous period of less than four months.
- V5.5 An eligible employee will be provided with a credit of five days non-cumulative recovery leave on 1 April each year under the following conditions:
- a) the leave is taken within 12 months of the credit hours being granted, at a time agreed between the employee and the manager/supervisor; and
 - b) those days not taken by the employee within 12 months of the credit being provided will lapse; and
 - c) the credit is provided on the basis that the employee maintains appropriate attendance records and submits an application for leave on an approved form; and
 - d) the leave taken at any given time must be in whole days up to a maximum of two consecutive working days.

Section V – Office based Teacher Conditions

- V5.6 Employees who become eligible for recovery leave part way through the 12 month period commencing on 1 April will be provided with a pro rata credit rounded up to the nearest whole day.
- V5.7 If an employee's application for leave under this clause is not approved due to operational reasons, the employee and his/her manager/supervisor will determine a mutually convenient alternative time, or times, for the employee to take the leave.
- V5.8 Employees will not receive payment on separation from the ACTPS of any unused recovery leave entitlement.

V6 GRADUATED RETURN TO WORK

- V6.1 Unless otherwise agreed and recorded with the head of service, office based teacher conditions will apply to teachers placed in the office on a graduated return to work placement.

V7 STAND DOWN AND ANNUAL LEAVE ON COMMENCEMENT

- V7.1 Prior to commencement in an office position, a teacher will not normally be required to attend from the working day after the last day of term 4 until 31 December (stand down).
- V7.2 Annual leave must be taken from the first working day after 1 January till the commencement date of the placement.
- V7.3 The manager in consultation with the employee will determine the commencement date of the placement after 1 January.

V8 STAND DOWN AND ACCRUED ANNUAL LEAVE

- V8.1 Commencement dates for placement of office based teachers will not normally fall during a stand down period.
- V8.2 The placement dates for office based teachers will include any stand down periods following the commencement of the placement.
- V8.3 Office based teachers will be required to attend or take leave during any stand down periods covered by the placement dates.
- V8.4 It is expected that office based teachers will exhaust all available annual leave credits, accrued during the period of the placement, prior to their return to school.
- V8.5 For office based teachers with annual leave credits in excess of 2.5 years of entitlement, reduction of excess annual leave will be done in accordance with subclauses F7.20 to F7.23.
- V8.6 Where an office based teacher has accrued 2.5 years or more of annual leave entitlement, an application for leave by that teacher will, if not recommended by his or her supervisor, be forwarded to the relevant director for further consideration.

V9 VACATION CHILD CARE SUBSIDY

- V9.1 This clause applies to an office based teacher (other than a casual or temporary employee who has been engaged by the Directorate for a period of less than 12 months) with school age children, who makes an application for 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 five days;
 - c) up to a maximum of ten days per child per year;
 - d) up to a maximum of three children; and
 - e) reimbursement on production of a receipt.
- V9.2 An accredited school holiday program is a program approved and/or subsidised by a state, territory or local government.
- V9.3 The payment will apply only on the days when the employee is at work.
- V9.4 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.
- V9.5 An employee whose domestic partner receives a similar benefit from the partner's employer is not eligible for the payment.

Section W - School Leadership Group

W1 SCHOOL LEADERSHIP GROUP

- W1.1 This section applies to teachers in School Leader A, B and C classifications.
- W1.2 General provisions for teaching staff will apply to school leaders unless specifically stated otherwise.

W2 PROFESSIONAL LEARNING

- W2.1 Educational leadership is important for enhancement of student outcomes, promotion of staff excellence, and for the effective and efficient operation of schools. The school leader role requires significant planning, administration and management, which is frequently undertaken outside of school hours.
- W2.2 This Agreement acknowledges that school leaders will devote an identified proportion of designated stand down periods throughout the year in strategic management and leadership tasks and in professional learning activities.
- W2.3 School Leaders will participate in professional learning as outlined in sub clause P7.

W3 SCHOOL LEADER SELECTION PROCEDURES

- W3.1 School leaders are selected using procedures agreed between the Directorate and the AEU and documented in the *ACT School Leadership Strategy Capabilities Framework* and the *Procedures for filling school leader positions*, referenced at clause M2 of this Agreement.

W4 CAREER DEVELOPMENT FOR SCHOOL LEADER C

- W4.1 All employees should be afforded a continuum of leadership development opportunities in accordance with the *ACT School Leadership Strategy*. All employees in the School Leader C classification will be provided opportunities and strongly encouraged to develop the full range of school leadership capabilities within each placement period at a school to support career progression.
- W4.2 To facilitate this, the School Leader C classification will include a role emphasis on either school operations or professional practice. Over the period of placement at a school, usually for five years, all executive teachers will have the opportunity to experience aspects of both roles in order to develop the full range of school leadership capabilities.
- W4.3 The roles of Executive Teacher School Operations and Executive Teacher Professional Practice should be established as soon as possible after this Agreement comes into operation, and no later than the end of term 1 2016, in consultation between principals and executive teachers currently placed in schools.
- W4.4 The role is reviewed annually by the executive teacher and the principal through the annual professional discussion, and adjusted as necessary taking into account the school's operational

requirements and the individual officer’s career development needs. Guidance material will support the role descriptions, expectations and responsibilities.

- W4.5 The guidance material will also outline transition arrangements for employees currently undertaking specialist School Leader C roles. Pastoral Care Coordinators (SLC) and Literacy and Numeracy Field Officers (SLC) are strongly encouraged to take on an Executive Teacher School Operations or Executive Teacher Professional Practice role. However, where, following discussion with the principal, they elect not to do so, they will remain in their current role as long as the position is required or until their current placement end date, whichever is sooner.
- W4.6 Certification at the Highly Accomplished Teacher career stage of the Australian Professional Standards for Teachers, in accordance with the Teacher Quality Institute ACT Certification Guide: *ACT Certification of Highly Accomplished and Lead Teachers*, will be strongly encouraged and deemed ‘highly desirable’ in selection processes for School Leader C positions as from the commencement of the 2016 school year.

W5 PRINCIPAL WELLBEING

- W5.1 The Directorate and the AEU recognise that professional learning and support can assist greatly in maintaining the wellbeing of principals and help them to cope with the stresses and demands of the role.
- W5.2 The Directorate supports principals taking personal action to increase health and wellbeing supported by colleagues and by contemporary training programs such as those developed by the Principals Australia Institute.
- W5.3 The Directorate, in consultation with the AEU and principals, will develop policies and a professional learning program to enhance the wellbeing of principals and deputy principals.
- W5.4 The Directorate will provide opportunities for principals to:
- a) build and engage in professional support networks on a regular basis
 - b) have professional conversations with experienced principal mentors, such as retired principals, about their principal roles and the day-to-day functioning of their schools
 - c) participate in professional learning on leadership and management of schools, including dealing with difficulties and conflicts in the workplace, and gaining and providing feedback on workplace performance and behaviours.
- W5.5 The Directorate and the AEU will monitor the application of this clause through the joint implementation committee.

ANNEXES

Annex A – Classifications and Rates of Pay

ANNEX A1 INTRODUCTION

AA1.1 For the purposes of calculating salary and leave entitlements, all teachers are paid for ordinary daily hours of 7 hours 21 minutes and ordinary weekly hours of 36.75 for full time employees.

AA1.2 All Classroom Teachers have a common increment date of 27 January each year. Refer to *Guidelines for maintaining a common increment date* referenced at clause M2 of this Agreement for information on the impact of periods of Leave Without Pay on increment.

ANNEX A2 CLASSROOM TEACHER

Classroom Teacher		1 April 2014	1 Nov 14 1.5%	1 May 15 1.5%	1 Nov 15 1.5%	1 May 16 1.5%	1 Oct 16 1.5%	1 Apr 17 1.5%	1 Oct 17 1.5%	1 Apr 18 1.5%
3 year trained		\$57,178	\$58,036	\$58,906	\$59,790	\$60,687	\$61,597	\$62,521	\$63,459	\$64,411
New Educator	1.1	\$60,384	\$61,290	\$62,209	\$63,142	\$64,089	\$65,051	\$66,026	\$67,017	\$68,022
	1.2	\$63,599	\$64,553	\$65,521	\$66,504	\$67,502	\$68,514	\$69,542	\$70,585	\$71,644
	1.3	\$66,813	\$67,815	\$68,832	\$69,865	\$70,913	\$71,977	\$73,056	\$74,152	\$75,264
Experienced Teacher 1	2.1	\$70,028	\$71,078	\$72,145	\$73,227	\$74,325	\$75,440	\$76,572	\$77,720	\$78,886
	2.2	\$73,243	\$74,342	\$75,457	\$76,589	\$77,737	\$78,904	\$80,087	\$81,288	\$82,508
	2.3	\$76,458	\$77,605	\$78,769	\$79,950	\$81,150	\$82,367	\$83,602	\$84,857	\$86,129
	2.4	\$79,672	\$80,867	\$82,080	\$83,311	\$84,561	\$85,829	\$87,117	\$88,424	\$89,750
Experienced Teacher 2	3.1	\$85,030	\$86,305	\$87,600	\$88,914	\$90,248	\$91,601	\$92,975	\$94,370	\$95,786
	3.2	\$90,388	\$91,744	\$93,120	\$94,517	\$95,935	\$97,374	\$98,834	\$100,317	\$101,821

ANNEX A3 SCHOOL LEADER C

SLC		1 April 2014	1 Nov 14 1.5%	1 May 15 1.5%	1 Nov 15 1.5%	1 May 16 1.5%	1 Oct 16 1.5%	1 Apr 17 1.5%	1 Oct 17 1.5%	1 Apr 18 1.5%
Executive Teacher		\$104,319	\$105,884	\$107,472	\$109,084	\$110,720	\$112,381	\$114,067	\$115,778	\$117,515

ANNEX A4 SCHOOL LEADER B AND A

SLB SLA	1 April 2014	1 Nov 14 1.5%	1 May 15 1.5%	1 Nov 15 1.5%	1 May 16 1.5%	1 Oct 16 1.5%	1 Apr 17 1.5%	1 Oct 17 1.5%	1 Apr 18 1.5%
Deputy Principal (SLB)	\$121,464	\$123,286	\$125,135	\$127,012	\$128,917	\$130,851	\$132,814	\$134,806	\$136,828
Principal (SLA) Cat 2-4	\$133,402	\$135,403	\$137,434	\$139,496	\$141,588	\$143,712	\$145,868	\$148,056	\$150,276
Cat 4+	\$138,756	\$140,837	\$142,950	\$145,094	\$147,271	\$149,480	\$151,722	\$153,998	\$156,308
Cat 4++;5	\$144,112	\$146,274	\$148,468	\$150,695	\$152,955	\$155,250	\$157,578	\$159,942	\$162,341
Cat 5+	\$149,468	\$151,710	\$153,986	\$156,295	\$158,640	\$161,019	\$163,435	\$165,886	\$168,375
Cat 5++	\$154,825	\$157,147	\$159,505	\$161,897	\$164,326	\$166,790	\$169,292	\$171,832	\$174,409
Cat 5+++	\$160,181	\$162,776	\$165,022	\$167,498	\$170,010	\$172,560	\$175,149	\$177,776	\$180,443

ANNEX A5 SCHOOL NETWORK LEADER

SNL	1 April 2014	1 Nov 14 1.5%	1 May 15 1.5%	1 Nov 15 1.5%	1 May 16 1.5%	1 Oct 16 1.5%	1 Apr 17 1.5%	1 Oct 17 1.5%	1 Apr 18 1.5%
School Network Leader	\$167,267	\$169,776	\$172,323	\$174,907	\$177,531	\$180,194	\$182,897	\$185,640	\$188,425

ANNEX A6 ASSOCIATE

Associate	1 April 2014	1 Nov 14 1.5%	1 May 15 1.5%	1 Nov 15 1.5%	1 May 16 1.5%	1 Oct 16 1.5%	1 Apr 17 1.5%	1 Oct 17 1.5%	1 Apr 18 1.5%
1st year of placement (80% CT 1.2)	\$50,879	\$51,642	\$52,417	\$53,203	\$54,001	\$54,811	\$55,634	\$56,468	\$57,315
2nd year of placement (80% CT 2.1)	\$56,022	\$56,863	\$57,716	\$58,581	\$59,460	\$60,352	\$61,257	\$62,176	\$63,109

ANNEX A7 SCHOOL PSYCHOLOGIST

School Psychologist		1 April 2014	1 Nov 14 1.5%	1 May 15 1.5%	1 Nov 15 1.5%	1 May 16 1.5%	1 Oct 16 1.5%	1 Apr 17 1.5%	1 Oct 17 1.5%	1 Apr 18 1.5%
New School Psychologist	1.1	\$68,957	\$69,991	\$71,041	\$72,107	\$73,188	\$74,286	\$75,401	\$76,532	\$77,680
	1.2	\$72,172	\$73,255	\$74,353	\$75,469	\$76,601	\$77,750	\$78,916	\$80,100	\$81,301
	1.3	\$75,386	\$76,517	\$77,665	\$78,830	\$80,012	\$81,212	\$82,430	\$83,667	\$84,922
Experienced School Psychologist 1	2.1	\$78,601	\$79,780	\$80,977	\$82,191	\$83,424	\$84,676	\$85,946	\$87,235	\$88,543
	2.2	\$81,816	\$83,043	\$84,289	\$85,553	\$86,837	\$88,139	\$89,461	\$90,803	\$92,165
	2.3	\$85,031	\$86,306	\$87,601	\$88,915	\$90,249	\$91,603	\$92,977	\$94,371	\$95,787
	2.4	\$88,245	\$89,569	\$90,912	\$92,276	\$93,660	\$95,065	\$96,491	\$97,938	\$99,407
Experienced School Psychologist 2	3.1	\$93,603	\$95,007	\$96,432	\$97,879	\$99,347	\$100,837	\$102,350	\$103,885	\$105,443
	3.2	\$98,961	\$100,445	\$101,952	\$103,481	\$105,034	\$106,609	\$108,208	\$109,831	\$111,479
Senior Psychologist		\$112,892	\$114,585	\$116,304	\$118,049	\$119,819	\$121,617	\$123,441	\$125,293	\$127,172
Manager (Psychologist)		\$130,037	\$131,988	\$133,967	\$135,977	\$138,017	\$140,087	\$142,188	\$144,321	\$146,486

ANNEX A8 CASUAL TEACHER

Casual Teacher	1 April 2014	1 Nov 14 1.5%	1 May 15 1.5%	1 Nov 15 1.5%	1 May 16 1.5%	1 Oct 16 1.5%	1 Apr 17 1.5%	1 Oct 17 1.5%	1 Apr 18 1.5%
Casual Teacher 1 (daily rate)	\$314	\$319	\$323	\$328	\$333	\$338	\$343	\$348	\$354
Casual Teacher 2 (daily rate)	\$357	\$362	\$368	\$373	\$379	\$385	\$390	\$396	\$402

ANNEX A9 CASUAL INTERN

Casual Intern	1 April 2014	1 Nov 14 1.5%	1 May 15 1.5%	1 Nov 15 1.5%	1 May 16 1.5%	1 Oct 16 1.5%	1 Apr 17 1.5%	1 Oct 17 1.5%	1 Apr 18 1.5%
Casual Intern (daily rate)	\$228	\$231	\$235	\$238	\$242	\$246	\$249	\$253	\$257

ANNEX A10 ADVANCEMENTS

AA10.1 Advancements applicable to principal salary will be adjusted in accordance with the following table.

SLA	1 April 2014	1 Nov 14 1.5%	1 May 15 1.5%	1 Nov 15 1.5%	1 May 16 1.5%	1 Oct 16 1.5%	1 Apr 17 1.5%	1 Oct 17 1.5%	1 Apr 18 1.5%
1 unit of advancement	\$5,356	\$5,436	\$5,518	\$5,601	\$5,685	\$5,770	\$5,856	\$5,944	\$6,034

ANNEX A11 SPECIAL EDUCATION ALLOWANCE

	1 April 2014	1 Nov 14 1.5%	1 May 15 1.5%	1 Nov 15 1.5%	1 May 16 1.5%	1 Oct 16 1.5%	1 Apr 17 1.5%	1 Oct 17 1.5%	1 Apr 18 1.5%
Special Education Allowance (per annum)	\$2,429	\$2,465	\$2,502	\$2,540	\$2,578	\$2,617	\$2,656	\$2,696	\$2,736

Annex B – Attraction and Retention Incentives

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

Annex C – Expense, Disability and Skill Related Allowances

INDEX

ALLOWANCE	TYPE	DIRECTORATE(S)
Camping	Disability	ETD school-based employees and TAMSD
Camping Outlay	Disability	ETD school-based employees and TAMSD
First Aid	Qualification	All Directorates
Linguistic Availability Performance	Qualification	All Directorates
Motor Vehicle	Expense	All Directorates
Travelling Entitlement	Expense	ETD

1. DISABILITY ALLOWANCES

			Rate at 01/07/2012	2.0% from 04/07/2013	1.5% from 03/07/2014	1.5% from 09/04/2015	1.5% from 08/10/2015	1.5% from 07/04/2016	1.5% from 06/10/2016	1.5% from 06/04/2017	
Camping	Employee Type	An employee who is required to camp out or who is employed as a member of an ACTPS camping party and is camping out. An employee assisting temporarily in a camping party, or replacing a member of a camping party who is on recreation leave or absent for any other reason, is entitled to be paid the allowance if they stay in the camp.									
	Directorate	(TAMSD, ETD school-based employees)									
	Description	Camping allowance is payable to employees who as members of an ACTPS camping party are required to camp out and are not staying in commercial lodgings where a travel allowance is payable. The allowance is payable for each night under camping conditions subject to various qualifying conditions for different levels of allowances detailed below.									
	Rate/Frequency	per day (1) cook provided:		\$32.21	\$32.85	\$33.35	\$33.85	\$34.35	\$34.87	\$35.39	\$35.92
		per day (2) cook not provided:		\$53.84	\$54.92	\$55.74	\$56.58	\$57.43	\$58.29	\$59.16	\$60.05
Payment on Leave	(1) Where a member of a camping party receiving Camping allowance goes on recreation or other leave (except personal leave) with or without pay, the allowance must be discontinued during the leave. (2) Where a member of a camping party goes on recreation leave and is unable to reach headquarters (where the leave will commence) on the day of leaving camp and an overnight stay in a hotel or motel is necessary, the employee should be reimbursed for reasonable travelling expenses for the journey from the camp to headquarters, and for the return journey,										

		Rate at 01/07/2012	2.0% from 04/07/2013	1.5% from 03/07/2014	1.5% from 09/04/2015	1.5% from 08/10/2015	1.5% from 07/04/2016	1.5% from 06/10/2016	1.5% from 06/04/2017
	under the conditions set out in Part 7.1 of the Public Sector Management Standards.								
Camping (cont.)	<p>Payment on Leave</p> <p>(3) A member of a camping party receiving Camping allowance who goes on personal leave is covered by the Personal leave provisions of this agreement.</p> <p>a) If a member of a camping party while in camp is granted personal leave, Camping allowance may be continued for a period not exceeding one month if the member remains in camp or incurs expense for board and lodging in the same locality as the camp.</p> <p>b) If a member of a camping party covered by this provision returns home or travels to a hospital, the fares to home and return to duty should be met by the Directorate. However, fares to and from an employee's home should not be paid under this provision if the Directorate considers it unreasonable, having regard to (for example) the distance to be travelled by the employee and the nature and likely duration of the illness.</p> <p>c) If the employee travels to a hospital, fares to and from the nearest hospital should be paid under the conditions of this provision, provided that there is no hospital at the specified headquarters of the party.</p> <p>d) An allowance should be paid for the journey to and from home or hospital, at the rate that would have been payable had the employee been on duty during the period covered by the journey; and for the period in hospital, where the hospital is situated away from their home town or headquarters. For the period covered by this provision, an employee should be in precisely the same</p>								

	position as if remaining on duty with the party. (For example, if the party was in camp during the member's absence, the allowance would be payable. If the party was part in camp and part in lodgings, Camping allowance would be calculated on that basis)	
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Camping (cont.)

Definitions	base camp means a camp in which there are caravans, huts or tents for sleeping and usually for messing; water for washing clothes and bathing; and a kitchen with a refrigerator and other amenities.	
Notes	<p>(1) Where a member of a camping party travels to and from home each day without Camping allowance, or without claiming reimbursement for travel under Part 7.1 of the Public Sector Management Standards (PSMS), the fare for their travel may be refunded provided that:</p> <p>a) the cost is not greater than the amount payable for Camping allowance or reimbursement for reasonable travel expenses under Part 7.1 of the PSMS; and</p> <p>b) the approval of the officer directly responsible for the camping party is first obtained.</p> <p>(2) Where a member of a camping party desires to leave camp and visit home for weekends or public holidays (including during the period from Christmas Day to New Year's Day), and provided the Directorate incurs no expense for transport, Camping allowance may be continued during the absence from camp (but not for any days on which the employee is on leave with or without pay). Except as provided under this provision, Camping allowance must not be paid during a weekend and public holidays comprising more than four</p>	

	consecutive days.	
Exclusions	(1) The allowance does not apply to an employee who has been authorised by the head of service to reside in lodgings. (2) No allowance for travelling time or waiting time is payable under this provision.	

		Rate at 01/07/2012	2.0% from 04/07/2013	1.5% from 03/07/2014	1.5% from 09/04/2015	1.5% from 08/10/2015	1.5% from 07/04/2016	1.5% from 06/10/2016	1.5% from 06/04/2017	
Camping Outlay	Description	Where an employee who is entitled to be paid a Camping allowance is required to camp out in excess of seven days, they will be entitled to an additional allowance for the period which is:								
	Rate/Frequency	per day (3) more than 7 days but less than 14 days:	\$64.66	\$65.95	\$66.94	\$67.95	\$68.97	\$70.00	\$71.05	\$72.12
		per day (4) not less than 14 days but less than 21 days:	\$129.32	\$131.91	\$133.88	\$135.89	\$137.93	\$140.00	\$142.10	\$144.23
		per night (5) any other case more than 21 days:	\$194.01	\$197.89	\$200.86	\$203.87	\$206.93	\$210.03	\$213.18	\$216.38
		Where an employee is not supplied with camping equipment by the Directorate and they hire it, in addition to the allowance under this provision they are entitled to be paid an allowance equal to the cost of hiring the equipment.								
		Where an officer is required to move from camp to camp and where they are not staying in a base camp, a caravan or a hut, then an additional allowance is to be paid if the period of camping out is:								
		per night (6) more than 1 night but not more than 5 consecutive nights:	\$10.27	\$10.48	\$10.63	\$10.79	\$10.95	\$11.12	\$11.28	\$11.45
		per night (7) not less than 6 consecutive nights:	\$20.58	\$20.99	\$21.31	\$21.63	\$21.95	\$22.28	\$22.61	\$22.95

Disability Allowances Notes:

1. An employee will be eligible to be paid an allowance listed above only for such periods as the employee directly experiences a disability. Where an employee directly experiences a disability for a part of the period specified will be deemed to have experienced the disability for the entire period.
2. An employee who experiences more than one disability listed above will only be entitled to receive payment for the disability which attracts the highest rate of allowance.

2. QUALIFICATION ALLOWANCES

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

First Aid (cont.)

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

Qualification Allowances Notes:

1. First Aid Allowance:

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

Note:

2. Linguistic Availability/ Performance Allowance:

- (a) The required standard of language competence is accreditation at National Accreditation Authority for Translators and Interpreters (NAATI) Level 1.
- (b) Where assessment in a language is not offered by NAATI, the head of service may approve assessment by another individual or body that has:
 - (i) the necessary expertise to assess the language skills; and
 - (ii) sufficient knowledge of NAATI levels and competencies required to determine the appropriate rate of LAPA.
- (c) The head of service should arrange accreditation testing, and pay any associated fees, for employees being considered for LAPA. Accreditation is organised by NAATI.
- (d) Until such time as recognition by NAATI, or an alternative provider, is available, the head of service may approve the payment of LAPA Level 1 to an employee on the certification of the employee's supervisor.
- (e) 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.
- (f) 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.

3. FUNCTIONAL ALLOWANCES

Details of Special Education Allowance are at clause S2 and Special education Allowance rates are at Annex A11 of this Agreement.

Additional information	See Note 1. below.	Rate at	2.0% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from
		01/07/2012	04/07/2013	03/07/2014	09/04/2015	08/10/2015	07/04/2016	06/10/2016	06/04/2017

Additional Rates of Motor Vehicle Allowance	Employee Type	All classifications	Rate at	2.0% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from
			01/07/2012	04/07/2013	03/07/2014	09/04/2015	08/10/2015	07/04/2016	06/10/2016	06/04/2017
	Directorate	(All Directorates)								
	Description	Where an employee who is being paid a motor vehicle allowance, uses the motor vehicle to suit the convenience of the Directorate 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 kgs belonging to or hired by the ACT Government; or (c) haul a caravan or trailer belonging to or hired by the ACT Government; the employee is entitled to be paid an allowance in addition to the allowance payable above.								
	Rate/Frequency	Rate per kilometre in addition to the above MVA rates.	\$0.0070	\$0.0071	\$0.0072	\$0.0074	\$0.0075	\$0.0076	\$0.0077	\$0.0078
	Payment on Leave	Not paid during any type of paid or unpaid leave.								

Note:

1. Motor Vehicle Allowance:

- (a) The amount of the allowance is to be reduced by the amount of any Isolated Establishments (or equivalent) allowance that is payable. If the amount of any Isolated Establishments (or equivalent) allowance payable exceeds the amount of motor vehicle allowance that would otherwise be payable, then no motor vehicle allowance may be authorised.

- (b) If an employee satisfies the 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.
- (c) If, as a consequence of using a motor vehicle an employee is required to pay a higher insurance premium than would otherwise be the case, they are entitled to be reimbursed the additional cost.
- (d) Employees who use a private motor vehicle under the motor vehicle allowance conditions may be reimbursed parking fees, bridge and car-ferry tolls incurred whilst on duty, but not fines.

			Rate at 01/07/2012	2.0% from 04/07/2013	1.5% from 03/07/2014	1.5% from 09/04/2015	1.5% from 08/10/2015	1.5% from 07/04/2016	1.5% from 06/10/2016	1.5% from 06/04/2017
Travelling Entitlement	Employee Type	An employee appointed to, or on contract at, Jervis Bay Primary School.								
	Directorate	(ETD)								
	Description	An employee appointed to, or on contract at, Jervis Bay Primary School will be paid the following allowance for each complete trip when the employee attends duty to a maximum of one per day. An employee is entitled to be paid the full rate of the entitlement for each continuous period of duty where they: (a) travel to an isolated establishment to attend for a period of normal duty; or (b) have been directed to return to duty, with or without prior notice, to perform extra duty; at their own expense. Where an employee travels at the Directorate's expense on the journey either to or from the isolated establishment, they are entitled to be paid the partial rate.								
	Rate/Frequency	per day (a) travel at the Directorate's expense, to or from:	\$3.82	\$3.90	\$3.95	\$4.01	\$4.07	\$4.14	\$4.20	\$4.26
		per day (b) travel at the employee's expense:	\$7.64	\$7.79	\$7.91	\$8.03	\$8.15	\$8.27	\$8.40	\$8.52
Payment on Leave	Not paid during any type of paid or unpaid leave.									

		Rate at	2.0% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from
		01/07/2012	04/07/2013	03/07/2014	09/04/2015	08/10/2015	07/04/2016	06/10/2016	06/04/2017
Exclusions	An employee who lives in a dwelling provided by the Directorate at the isolated establishment, or lives within 10 kms of it, is not entitled to travelling entitlement unless they receive a payment for the use of a private motor vehicle for official purposes.								
Special Condition	Where an employee receives payments of an allowance provided under this provision and the payment is less than the travelling entitlement, they are entitled to be paid the difference between the payment received and the travelling entitlement.								

Annex D- Other Leave

Leave to:	1. Accompany a domestic partner on a posting
Purpose	To enable an employee to accompany the employee's domestic partner for the period, or part of the period, of a posting.
Eligibility	An employee.
Entitlement	The maximum period is the period during which the domestic partner of the employee is required to perform duties overseas, or interstate.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.
Leave to:	2. Attend Aboriginal or Torres Strait Islander Ceremonies
Purpose	To attend a ceremony associated with the death of an immediate or extended family member or for other ceremonial obligations under Aboriginal and Torres Strait Islander law.
Eligibility	An employee who is of Aboriginal or Torres Strait Islander descent.
Entitlement	A maximum period of ten days in any two year period, in addition to bereavement leave.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.

Leave to:	3. Attend Aboriginal and Torres Strait Islander meetings
Purpose	For attending representative meetings in the capacity of an elected representative of the Aboriginal and Torres Strait Islander peak body.
Eligibility	An employee who is an elected representative of the ACT Aboriginal and Torres Strait Islander peak body.
Entitlement	Paid time to attend recognised meetings.
Conditions	If an employee accepts any fee for attendance at the meeting, leave will be granted without pay. An employee may accept reimbursement for out-of-pocket expenses.
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	4. Attend sporting events as an accredited competitor or official
Purpose	To enable an employee to attend sporting events as an accredited competitor or official.
Eligibility	An employee who is selected by an official sporting body to participate as an accredited official or competitor with national or international sporting status.
Entitlement	To attend training for, or to attend, a major national or international sporting or other recognised event in the capacity of an accredited official or competitor.
Conditions	Leave will be with pay unless otherwise agreed by the employee.
Rate of payment	With pay or without pay.
Effect on other entitlements	With pay will count as service for all purposes. Without pay will not count as service for any purpose.

Leave to:	5. Attend as a witness
Purpose	To enable an employee to give evidence before a body or person before whom evidence may be taken on oath.
Eligibility	An employee.
Entitlement	Refer to rate of payment.
Conditions	If an employee is required to travel to give evidence, they may be reimbursed for reasonable travel expenses as if the employee had travelled in the course of the employee's duties, less any amount received as witnesses' expenses.
Rate of payment	<p>With pay where the employee is to give evidence:</p> <ul style="list-style-type: none"> (a) on behalf of a Territory, a State or the Commonwealth; or (b) on behalf of an authority established by or under a law of a Territory, State or the Commonwealth; or (c) in a judicial review or administrative review proceeding where the matter being reviewed relates to the work of the employee; or (d) before a Royal Commission appointed under a law of the Commonwealth; or (e) before a person conducting an inquiry under a law of a Territory, a State or the Commonwealth; or (f) before a person or authority exercising arbitral functions under a law of a Territory, a State or the Commonwealth. <p>Without pay where the leave to give evidence is for any other purpose.</p>
Effect on other entitlements	Will count as service for all purposes.

Leave to:	6. Attend NAIDOC week activities
Purpose	To enable an employee to attend and participate in NAIDOC Week activities.
Eligibility	An employee 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:	7. Attend proceedings at the Fair Work Commission
Purpose	To enable the employee to give evidence on behalf of a staff organisation in proceedings at the Fair Work Commission.
Eligibility	An employee who is a representative of a staff organisation.
Entitlement	The time necessary to present a case or to give evidence or to attend inspections conducted by the Fair Work Commission, plus reasonable travel time.
Conditions	Leave with pay cannot be granted to more than two representatives for the same period.
Rate of payment	With pay or Without pay.
Effect on other entitlements	With pay will count as service for all purposes. Without pay will not count as service for any purpose, but does not break continuity of service for long service leave purposes.

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

Leave for:	10. Defence Reserve
Purpose	To enable an employee to undertake specified defence service and, also, enlistment, training and/or deployment with the Australian Defence Force Reserve (ADFR).
Eligibility	Available to employees other than casual employees.
Entitlement	<p>The entitlement to leave for Reserve Service is prescribed under the <i>Defence Reserve Service (Protection) Act 2001</i>.</p> <p>An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.</p> <p>An employee is entitled to ADF Reserve Leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.</p> <p>During an employee's first year of ADF Reserve service, a further two weeks paid leave may be granted by the head of service to facilitate participation in additional ADF Reserve training, including induction requirements.</p> <p>With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.</p> <p>Employees are not required to pay their tax-free ADF Reserve salary to the ACTPS in any circumstances.</p> <p>An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.</p> <p>Defence Reserve Leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except Annual Leave.</p> <p>An eligible employee may also apply for Annual Leave, Long Service Leave, leave without pay, or they may use ADOs or flextime (where available) to make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.</p>
Conditions	An eligible employee must give notice to the head of service as soon as practicable of their absence or intention to be absent for Defence Reserve Leave, including documentary evidence.
Rate of payment	With pay or without pay.
Effect on other entitlements	As per entitlement.

Leave to:	11. Donate an organ
Purpose	To enable an employee to donate an organ.
Eligibility	An employee who volunteers as an organ donor.
Entitlement	A maximum period of three months in any 12 month period.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	12. Donate blood
Purpose	To enable an employee to donate blood.
Eligibility	An employee, who volunteers as a blood donor.
Entitlement	The time necessary to attend to give blood, including travel and reasonable recovery time.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	13. Engage in employment associated with compensation
Purpose	To enable an employee to engage in employment outside the ACTPS as part of a rehabilitation process under the <i>Safety, Rehabilitation and Compensation Act 1988</i> .
Eligibility	An employee who is, or was, entitled to compensation leave under the <i>Safety, Rehabilitation and Compensation Act 1988</i> and the employment is part of a rehabilitation process under that Act.
Entitlement	A maximum period of three years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	14. Engage in employment in the interests of defence or public safety
Purpose	To enable the employee to engage in work or employment that the head of service considers is in the interests of the defence or public safety of the Commonwealth or the Territories.
Eligibility	An employee.
Entitlement	A maximum period of two years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	The first twelve months will count as service for all purposes. Subsequent leave will count as service for all purposes except annual leave. If an employee does not return to duty with the ACTPS the leave will not count as service for any purpose.

Leave to:	15. Engage in employment in the interests of the ACTPS
Purpose	To enable an employee to engage in work or employment outside the ACTPS where the head of service is satisfied that the employment is in the interests of the ACTPS.
Eligibility	An employee, other than an employee: (a) who is a probationary employee; or (b) who has six months or less continuous employment.
Entitlement	A maximum period of five years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will counts as service for all purposes except for annual leave. If an employee does not return to duty with the ACTPS the leave will not count as service for any purpose.
Leave to:	16. Hold a full-time office in a staff organisation
Purpose	To enable an employee to hold a full-time office in a staff organisation; council of staff organisations, or credit union, co-operative society, building co-operative or similar body.
Eligibility	An employee.
Entitlement	The maximum period of leave that may be granted is the period for which the employee is elected to office, or in the case of a non-elected office, three years.
Conditions	To be eligible for leave to hold a non-elected office the employee must have been employed in the ACTPS or in the Australian Public Service for at least four years, at the date at which the leave is proposed to begin. Leave may only be granted for this purpose where the relevant body is incorporated and is conducted by, or on behalf of, a staff organisation for the benefit of the members of the staff organisation or all persons employed in the ACTPS.
Rate of payment	Without pay.
Effect on other entitlements	Will count as service for accruing personal leave and calculating the period of service for long service, except where the leave is to enable the employee to take up an honorary office. Where leave is granted to enable the employee to take up an honorary office, the first two months leave in each calendar year will count as service for all purposes. Leave in excess of two months in a calendar year will not count as service for any purpose other than ongoing eligibility to access maternity leave as provided by subclause F14.7.

Leave for:	17. Local government purposes
Purpose	To enable the employee to attend formal meetings, in the capacity of an elected office holder, of a local government council.
Eligibility	An employee who is a duly elected office holder of a local government council.
Entitlement	<p>A maximum period of:</p> <p>(a) in the case of an employee who is mayor or president of the council, five days in any 12 month period; or</p> <p>(b) in any other case three days in any 12 month period.</p>
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave for:	18. Operational Service Personal Leave
Purpose	To enable officers and employees who have rendered operational service to be absent from duty when they are unfit for work because of war-caused injuries or diseases.
Eligibility	An officer or employee, other than a casual employee, who has rendered operational service.
Entitlement	<p>Operational service personal leave is cumulative and is additional to personal leave entitlements contained in clause F4.</p> <p>Officers:</p> <p>On appointment, an eligible officer is entitled to nine weeks operational service personal leave.</p> <p>An eligible officer is entitled to receive an additional credit of three weeks operational service personal leave:</p> <p>12 months after the date of appointment; and 24 months after the date of appointment; and 36 months after the date of appointment.</p> <p>The maximum operational service personal leave balance that an eligible officer may have is eighteen weeks.</p> <p>Employees other than Officers:</p> <p>On engagement, an eligible employee is entitled to nine days operational service personal leave.</p> <p>An eligible employee is entitled to receive an additional credit of three days operational service personal leave:</p> <p>12 months after the date of engagement; and 24 months after the date of engagement; and 36 months after the date of engagement.</p> <p>The maximum operational service personal leave balance that an eligible employee may have is eighteen days.</p> <p>Where operational service personal leave credits have been exhausted, the head of service may grant an employee personal leave or a period of unpaid operational service personal leave.</p>
Evidence and Conditions	<p>An eligible officer or employee should discuss with their manager/supervisor, as soon as practicable, of their absence or intention to be absent on operational service personal leave.</p> <p>An eligible officer or employee must make an application to the head of service to access their operational service personal leave entitlement.</p> <p>Having considered the requirements of this clause the head of service may approve an eligible officer or employee's application to access operational service personal leave. A decision not to approve the leave will be taken in accordance with subclause F2.1.</p>

Leave for:	18. Operational Service Personal Leave (cont)
	Operational service personal leave may be granted by the head of service: (a) to cover absences resulting from war-caused injury or diseases; and (b) following a written request from an eligible officer or employee, which must include documentary evidence that the absence is due to the war-caused injury or disease, including evidence that the injury or disease is a the war-caused injury or disease in accordance with the requirements of the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i> .
Rate of payment	With pay. The rate of payment to be paid to the employee during a period of operational service personal leave is the same rate as would be paid if the employee was granted personal leave, except where it is granted without pay.
Effect on other entitlements	Operational service personal leave with pay will count as service for all purposes. Operational service personal leave without pay will not count as service.
Interpretation	operational service has the same meaning as in the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i> . war-caused injuries or diseases has the same meaning as in the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i> .
Leave for:	19. Religious purposes
Purpose	To enable an employee to attend a ceremony integral to the practice of the employee's religious faith.
Eligibility	An employee who is an adherent to the particular religious faith and who is a practising member of that religious faith.
Entitlement	A maximum period of ten days in any two year period.
Conditions	Religious leave is only available for ceremonies that are of significant importance to the particular faith that are generally observed by the entire faith. Leave is not available for ceremonies that are only of significance to the individual member of the particular religious faith.
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.

Leave for:	20. Returned soldiers for medical purposes
Purpose	To enable an employee to attend an appointment for treatment or review as a returned soldier under the <i>Veterans' Entitlement Act 1986</i> (Commonwealth).
Eligibility	An employee who is a returned soldier.
Entitlement	A maximum period of two weeks in any twelve month period.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	21. Take leave where leave cannot be granted under any other provision
Purpose	To enable an employee to be absent from duty where the leave cannot be provided for elsewhere.
Eligibility	An employee.
Entitlement	A maximum period of twelve months.
Conditions	-
Rate of payment	Without pay, except where the head of service determines there are special circumstances, having regard to: (a) the purpose for which the leave is being taken; and (b) the length of service of the employee; and (c) the length of the period for which the leave is being taken. In special circumstances the head of service determines whether leave is at full pay or half pay.
Effect on other entitlements	Leave without pay will not count as service for any purpose. However where the head of service determines there are special circumstances and that the period of leave granted is to be with pay then the paid leave will count as service for all purposes.

DICTIONARY

ACTPS means the Service established by the PSM Act.

AEU means the Australian Education Union-ACT Branch

Agreement means *ACT Public Sector Education and Training Directorate (Teaching Staff) Enterprise Agreement 2014-2018* and includes all Annexes and Schedules.

Appeal Panel means the panel established under the provisions at Section J.

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.

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

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

Casual intern means a university student in their final year of a four year education degree who has satisfactorily completed an internship program and all teaching methodology units and met all pre-employment requirements.

Casual relief employment is a mechanism to replace a teacher absent from duty or undertaking other duties for a period no longer than 20 continuous school days in one position.

Child means birth child, adopted child, fostered child, Aboriginal or Torres Strait islander kinship child, child of a domestic partner or former partner or a child who is in the care of an employee as authorised under a law of a state or territory, e.g. the *Children and Young People Act 2008*.

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

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

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

Directorate means the administrative unit known as the ACT Public Service Education and Training Directorate.

DCC means the Directorate Consultative Committee or equivalent established under clause G1 of this Agreement.

Director-General means a person engaged under sections 28 or 30 of the PSM Act as the Director-General of the Directorate.

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

Dictionary

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

Employee means (unless there is a clear intention in this Agreement to restrict the meaning) an officer or a casual employee or a temporary employee who is employed or engaged in the Directorate in a classification set out in Annex A, excluding a person engaged as head of service under sections 23C or 23J of the PSM Act, persons engaged as directors-general under sections 28 or 30 of the PSM Act, 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).

FW Act means the *Fair Work Act 2009*.

FWC means Fair Work Commission.

FW Regulations mean the Fair Work Regulations 2009.

Grandchild means the child of the employee's child.

Head of service means a person engaged under sections 23C or 23J of the PSM Act as the head of service and the head of service for the Long Service Leave Authority.

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

Immediate Family means a person who is:

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

'**Immediate family**' includes adopted, step-, fostered or ex-nuptial immediate family where these circumstances exist.

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

Long-term temporary means a person who is engaged under the PSM Act for one school term or more.

Manager means a person (including a principal) who has responsibility for planning, organising and leading a work unit or group activity.

Office based teacher means officers employed in teaching classifications that are not covered by the 'School based teacher' definition (below) in this dictionary.

Officer means a person who is appointed as an officer under Division 5.3 or Division 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*.

Permanent part time teacher means a teacher who holds a fractional teaching position established at the initiation of the Directorate on a permanent basis.

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

Principal is an employee in the School Leader A classification who manages the school or work unit. Where a teacher has an officer other than a principal as manager, then that manager may where appropriate carry out the supervisory responsibilities of a principal.

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

PSM Standards means the Public Sector Management Standards made under the PSM Act.

Referenced documents means the documents listed at Part 2 Clause M2 of the Agreement.

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

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

School based teacher means an employee in a teaching classification, located at a school, whose main client base is students or who works with teachers in classrooms for the majority of the time.

School leadership group is a collective term for executive teachers (School Leader C), deputy principals (School Leader B) and principals (School Leader A).

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 PSM Act for a period of more than 20 days and less than a school term.

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

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

Teacher a person who undertakes teaching in accordance with the requirements of the *ACT Teacher Quality Act 2010*.

Teaching means carrying out duties that include the delivery of education services in a school or the assessment of student participation in education services or the administration of education services but do not include duties of a kind carried out by a teacher's aide, a teacher's assistant or a pre-service teacher (*ACT Teacher Quality Act 2010*).

Temporary Employee means a person engaged by the Directorate under the PSM Act for a specific period of time or for a specified task under Division 5.7 of the PSM Act, excluding a person engaged under sections 23C or 23J of the PSM Act as head of service, persons engaged as directors-general under sections 28 or 30 of the PSM Act or persons engaged as executives under sections 72 or 76 of the PSM Act.

Dictionary

Temporary employment is contract employment for a specified term or ascertainable period greater than 20 continuous school days in one position or an ongoing pattern.

Transfer process means an agreed system for the placement of teachers and school leaders B and C in school and office positions and the transfer between positions.

Union means the Australian Education Union unless stated otherwise.


SIGNATORY PAGE

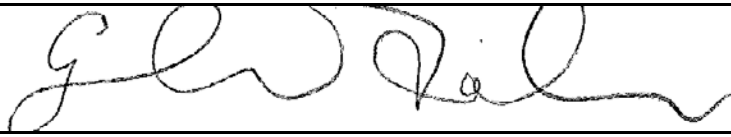
ACT PUBLIC SECTOR EDUCATION AND TRAINING (TEACHING STAFF)

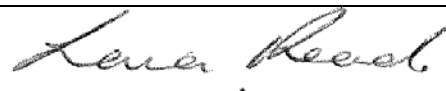
ENTERPRISE AGREEMENT 2014 – 2018

This is a signed copy of the enterprise agreement defined above,

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

EMPLOYER	
SIGNATURE	
NAME	Kathy Leigh
ADDRESS	Level 5, Canberra Nara Centre, 1 Constitution Avenue, Canberra City ACT 2600
AUTHORITY TO SIGN THE AGREEMENT	Head of Service, ACT Public Service

REPRESENTATIVE OF EMPLOYEES	
SIGNATURE	
NAME	Glenn Fowler
ADDRESS	40 Brisbane Ave BARTON ACT 2600
AUTHORITY TO SIGN THE AGREEMENT	Secretary, Australian Education Union-ACT Branch

REPRESENTATIVE OF EMPLOYEES	
SIGNATURE	
NAME	Lana Read
ADDRESS	40 Brisbane Ave BARTON ACT 2600
AUTHORITY TO SIGN THE AGREEMENT	President, Australian Education Union-ACT Branch



[2015] FWCA 6292

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

ACT Government Education and Training Directorate
(AG2015/4516)

ACT PUBLIC SECTOR EDUCATION AND TRAINING DIRECTORATE (TEACHING STAFF) ENTERPRISE AGREEMENT 2014-2018

Australian Capital Territory

DEPUTY PRESIDENT KOVACIC

MELBOURNE, 11 SEPTEMBER 2015

*Application for approval of the ACT Public Sector Education and Training Directorate
(Teaching Staff) Enterprise Agreement 2014-2018.*

[1] An application has been made for approval of an enterprise agreement known as the *ACT Public Sector Education and Training Directorate (Teaching Staff) Enterprise Agreement 2014-2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by ACT Government Education and Training Directorate. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 September 2015. The nominal expiry date of the Agreement is 30 September 2018.



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