ACT
Government

ACT PUBLIC SECTOR

HEALTH PROFESSIONAL

ENTERPRISE AGREEMENT

2013 – 2017

THIS PAGE LEFT INTENTIONALLY BLANK

TABLE OF CONTENTS

Section A -Scope of Agreement 12

A.1 TITLE 12

A.2 MAIN PURPOSE 12

A.3 APPLICATION AND COVERAGE 14

A.4 COMMENCEMENT AND DURATION 15

A.5 OPERATION OF THE AGREEMENT 15

A.6 AGREEMENT AVAILABILITY 16

A.7 AUTHORITY OF THE HEAD OF SERVICE 16

A.8 VARIATION TO AGREEMENT 16

A.9 TERMINATION OF AGREEMENT 16

Section B -Working in the ACT Public Service 17

B.1 TYPES OF EMPLOYMENT 17

B.2 REVIEW OF EMPLOYMENT STATUS 17

B.3 PROBATION 18

B.4 JOINT SELECTION COMMITTEES 18

B.5 HOURS OF WORK FOR NON-SHIFT WORKERS 19

B.6 HOURS OF WORK FOR SHIFT WORKERS 21

B.7 FLEXTIME 23

B.8 ACCRUED DAYS OFF (ADOS) 24

B.9 CASUAL EMPLOYMENT ARRANGEMENTS 25

B.10 RECORD KEEPING 26

B.11 OUTSOURCING AND USE OF CONTRACTORS 27

B.12 NOTICE OF TERMINATION 27

B.13 REGISTRATION REQUIREMENTS 28

Section C -Rates of Pay and Allowances 29

C.1 PART-TIME EMPLOYMENT 29

C.2 PAY INCREASES 29

C.3 METHOD OF PAYMENT 29
C.4 PAYROLL DEDUCTION FOR UNION FEES 30
C.5 PAY POINTS AND INCREMENTS 30
C.6 GRADUATE AND CADET PROGRAMS, TRAINEESHIPS, AND APPRENTICESHIPS 31
C.7 HIGHER DUTIES ALLOWANCE 32
C.8 PAYMENT FOR SHIFT WORKERS 33
C.9 OVERTIME 34
C.10 OVERTIME MEAL ALLOWANCE 36
C.11 REST RELIEF AFTER OVERTIME 37
C.12 PAYMENT FOR PUBLIC HOLIDAY DUTY 37
C.13 DAYLIGHT SAVING ARRANGEMENTS 37
C.14 ON-CALL ALLOWANCES 38
C.15 CLOSE CALL ALLOWANCE 39
C.16 REST RELIEF FOR ON-CALL OR CLOSE CALL SITUATIONS 40
C.17 EMERGENCY DUTY 41
C.18 OTHER ALLOWANCES 41
C.19 REIMBURSEMENT OF REASONABLE RELOCATION EXPENSES 42
C.20 MATURE AGE PAYMENT 43

Section D -Pay Related Matters 44

D.1 SALARY SACRIFICE ARRANGEMENTS 44
D.2 ATTRACTION AND RETENTION INCENTIVES 44
D.3 CLASSIFICATION/WORK VALUE REVIEW 44
D.4 SUPPORTED WAGE SYSTEM 45
D.5 OVERPAYMENTS 45
D.6 UNDERPAYMENTS 46

Section E -Flexible Working Arrangements and Employee Support 47

E.1 WORK AND LIFE BALANCE 47
E.2 REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS 47

E.3 EMPLOYEES WITH CARING RESPONSIBILITIES 48
E.4 MANAGEMENT OF EXCESSIVE HOURS 49
E.5 REGULAR PART-TIME EMPLOYMENT 49
E.6 JOB SHARING 50
E.7 PART TIME EMPLOYMENT FOLLOWING MATERNITY LEAVE, PRIMARY CAREGIVER LEAVE, ADOPTION OR PERMANENT CARE LEAVE OR PARENTAL LEAVE 51
E.8 HOME BASED WORK 51
E.9 EMPLOYEE ASSISTANCE PROGRAM 52
E.10 SCHEDULING OF MEETINGS 52
E.11 VACATION CHILDCARE SUBSIDY 52
E.12 FAMILY CARE COSTS 53
E.13 NURSING MOTHERS 53
E.14 TRANSFER OF MEDICALLY UNFIT STAFF 53
E.15 TRANSFER TO A SAFE JOB DURING PREGNANCY 54

Section F -Leave 55

F.1 PART TIME EMPLOYEES 55
F.2 NON-APPROVAL OF LEAVE 55
F.3 LEAVE BELOW ONE DAY 55
F.4 PERSONAL LEAVE 55
F.5 PERSONAL LEAVE IN EXTRAORDINARY AND UNFORESEEN CIRCUMSTANCES 61
F.6 INFECTIOUS DISEASE CIRCUMSTANCES 61
F.7 ANNUAL LEAVE 62
F.8 ANNUAL LEAVE LOADING 65
F.9 PURCHASED LEAVE 66
F.10 PUBLIC HOLIDAYS 69
F.11 CHRISTMAS SHUTDOWN 70
F.12 COMPASSIONATE LEAVE 71
F.13 COMMUNITY SERVICE LEAVE 73
F.14 MATERNITY LEAVE 77

F.15 SPECIAL MATERNITY LEAVE 80
F.16 PRIMARY CARE GIVER LEAVE 81
F.17 PARENTAL LEAVE 84
F.18 BONDING LEAVE 85
F.19 GRANDPARENTAL LEAVE 88
F.20 ADOPTION OR PERMANENT CARE LEAVE 90
F.21 FOSTER AND SHORT TERM CARE LEAVE 92
F.22 LEAVE FOR DOMESTIC VIOLENCE PURPOSES 94
F.23 RECOVERY LEAVE ARRANGEMENTS FOR HEALTH PROFESSIONAL LEVEL 5 AND 6 AND EQUIVALENT EMPLOYEES 97
F.24 OTHER LEAVE 98
F.25 LONG SERVICE LEAVE 99

Section G -Communication and Consultation 101

G.1 CONSULTATION 101
G.2 DISPUTE AVOIDANCE/SETTLEMENT PROCEDURES 103
G.3 FLEXIBILITY TERM 105
G.4 FREEDOM OF ASSOCIATION 106
G.5 WORK ORGANISATION 106
G.6 RIGHT OF EXISTING AND NEW EMPLOYEES TO REPRESENTATION IN THE WORKPLACE 107
G.7 CO-OPERATION AND FACILITIES FOR UNIONS AND OTHER EMPLOYEE REPRESENTATIVES 107
G.8 ATTENDANCE AT INDUSTRIAL RELATIONS COURSES AND SEMINARS 108
G.9 PRIVATISATION 108
G.10 SUPERANNUATION 109

Section H -Workplace Values and Behaviours 110

H.1 INTRODUCTION 110
H.2 PRELIMINARY ASSESSMENT 110
H.3 COUNSELLING 111
H.4 UNDERPERFORMANCE 111
H.5 APPEAL RIGHTS 114

H.6 MISCONDUCT & DISCIPLINE 114
H.7 DEALING WITH ALLEGATIONS OF MISCONDUCT 115
H.8 SUSPENSION, REASSIGNMENT OR TRANSFER 115
H.9 INVESTIGATIONS 117
H.10 DISCIPLINARY ACTION AND SANCTIONS 118
H.11 CRIMINAL CHARGES 119
H.12 RIGHT OF APPEAL 120
Section I -Internal Review Procedures 121
I.1 OBJECTIVES AND APPLICATION 121
I.2 DECISIONS AND ACTIONS EXCLUDED 121
I.3 INITIATING A REVIEW 122
I.4 REVIEW PROCESS 123
I.5 RIGHT OF EXTERNAL REVIEW 125
Section J -Appeal Mechanism 126
J.1 OBJECTIVE AND APPLICATION 126
J.2 INITIATING AN APPEAL 127
J.3 COMPOSITION OF THE APPEAL PANEL 127
J.4 POWERS AND ROLE OF THE APPEAL PANEL 128
J.5 COSTS 130
J.6 RIGHT OF EXTERNAL REVIEW 130
Section K -Redeployment and Redundancy 131
K.1 APPLICATION 131
K.2 DEFINITIONS 131
K.3 CONSULTATION 131
K.4 INFORMATION PROVIDED TO THE OFFICER 132
K.5 VOLUNTARY REDUNDANCY 133
K.6 SEVERANCE BENEFIT 133
K.7 REDEPLOYMENT 134

K.8 INVOLUNTARY RETIREMENT 136
K.9 INCOME MAINTENANCE PAYMENT 136
K.10 LEAVE AND EXPENSES TO SEEK EMPLOYMENT 137
K.11 USE OF PERSONAL LEAVE 137
K.12 APPEALS 137
K.13 AGREEMENT NOT TO PREVENT OTHER ACTION 137
K.14 RE-ENGAGEMENT OF PREVIOUSLY RETRENCHED OFFICERS 137
Section L -Management or Government Initiated Transfers 138
L.1 GAINING EMPLOYEES 138
L.2 PRESERVATION OF ACCRUED ENTITLEMENTS 139
L.3 ESTABLISHMENT OF A NEW ACTPS DIRECTORATE 139
L.4 APPEAL RIGHTS 140
Section M -Fire Related Activities 141
M.1 APPLICATION 141
M.2 FIRE DESIGNATED POSITIONS 141
M.3 TRAINING 141
M.4 FITNESS STANDARDS 141
M.5 ROSTERING AND DUTY ALLOCATION 142
M.6 DEFINITION OF INCIDENT LEVELS, COMMENCEMENT AND CESSATION 142
M.7 DEFINITIONS FOR FIRE RELATED ACTIVITIES 143
M.8 INCIDENT RATE OF PAY (IROP) 143
M.9 OTHER PAYMENTS AND BENEFITS 144
Section N -Health Professional Classification 145
N.1 APPLICATION 145
N.2 NEW GRADUATES 145
N.3 HP3 PERSONAL UPGRADE 145
Section O -Community Services Directorate Specific Matters 147
O.1 APPLICATION 147

O.2 OFFICE FOR CHILDREN, YOUTH AND FAMILY SUPPORT (OCYFS) FRONTLINE STAFF MAXIMUM FLEXTIME CREDIT 147
O.3 CSD HEALTH PROFESSIONAL OFFICERS/COMMUNITY SERVICES PROFESSIONALS OVERTIME ARRANGEMENTS 147
O.4 OCYFS HEALTH PROFESSIONAL QUALIFICATION REVIEW 147
Section P -Education and Training Directorate Specific Matters 148
P.1 APPLICATION 148
P.2 RECORDING OF ATTENDANCE 148
P.3 HP4 (OR EQUIVALENT) TIME IN LIEU 148
P.4 HP5 AND 6 (OR EQUIVALENT) TIME IN LIEU 148
P.5 HEALTH AND SAFETY REPRESENTATIVES 148
P.6 MANAGING EMPLOYEE ABSENCES 149
P.7 TRAVELLING ENTITLEMENT – CERTAIN WORKPLACES 149
P.8 PERFORMANCE AND DEVELOPMENT 150
P.9 PERFORMANCE AND DEVELOPMENT PLANS (PDP) 150
Section Q -Health Directorate Specific Matters 151
Q.1 APPLICATION 151
Q.2 INFECTION CONTROL 151
Q.3 HEALTH ASSESMENT 151
Q.4 SAFE TRAVEL 151
Q.5 PAID MEAL BREAKS 151
Q.6 OVERTIME ARRANGEMENTS FOR CASUAL EMPLOYEES 152
Q.7 OVERTIME ARRANGEMENTS FOR PART-TIME EMPLOYEES 152
Q.8 ONEROUS RECALL ALLOWANCE 153
Q.9 PROFESSIONAL DEVELOPMENT LEAVE 153
Q.10 MENTAL HEALTH OFFICER 153
Q.11 ON CALL AND OVERTIME ARRANGEMENTS 154
Q.12 MEDICAL PHYSICISTS 154
Q.13 ROSTERING GUIDELINES 157

Q.14 ROSTERING PRACTICE 159

Q.15 ACT PATHOLOGY 160

Q.16 ALLOWANCE FOR HEALTH PROFESSIONALS WITHIN ACT PATHOLOGY 160

Q.17 MEDICAL IMAGING 161

Q.18 SONOGRAPHY 161

Section R -Calvary Health Care ACT 163

R.1 APPLICATION 163

R.2 LEGAL SUPPORT 163

R.3 AMENITIES 163

Section S -Justice and Community Safety Directorate Specific Matters 164

S.1 APPLICATION 164

S.2 REIMBURSEMENT OF TRADE AND TECHNICAL LICENCES AND PROFESSIONAL FEES 164

S.3 HEALTH AND WELL-BEING INITIATIVE 164

S.4 PERFORMANCE CULTURE 164

S.5 OVERTIME/FLEXTIME ARRANGEMENTS 165

S.6 ONEROUS RECALL ALLOWANCE 165

ANNEXES 166

ANNEX A – CLASSIFICATIONS AND RATES OF PAY 166

ANNEX B – ATTRACTION AND RETENTION INCENTIVES 171

ANNEX C – EXPENSE, DISABILITY AND SKILL RELATED ALLOWANCES 178

ANNEX D- OTHER LEAVE 200

1. Accompany a domestic partner on a posting
2. Attend Aboriginal or Torres Strait Islander Ceremonies
3. Attend Aboriginal and Torres Strait Islander meetings
4. Attend sporting events as an accredited competitor or official
5. Attend as a witness
6. Attend NAIDOC week activities
7. Attend proceedings at Fair Work Commission
8. Campaign for election
9. Cope with a disaster
10. Defence Reserve
11. Donate an organ
12. Donate blood
13. Engage in employment associated with compensation
14. Engage in employment in the interests of defence or public safety

15. Engage in employment in the interests of the ACTPS
16. Hold a full-time office in a staff organisation
17. Local government purposes
18. Operational service personal leave
19. Religious purposes
20. Returned soldiers for medical purposes
21. Take leave where leave cannot be granted under any other provision

DICTIONARY **213**

SIGNATORY PAGE **216**

Section A - Scope of Agreement

A.1 TITLE

A1.1 This Agreement, made under section 172 of the *Fair Work Act 2009* will be known as the ACT Public Sector Health Professional Enterprise Agreement 2013-2017.

A.2 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;

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

Developing our people

A2.7 The ACTPS will consult and agree with union(s) on the development and finalisation of Learning and Development Plans and on the annual key learning and development priorities. The ACTPS and the union(s) will also agree on the equitable use of resources to address these priorities and strategies appropriate for the different categories of employees. For the purposes of this clause, "resources" includes but is not limited to employees, time, funding (where required) and equipment.

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 union(s) 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 union(s).

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 (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.

A.3 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.

A3.2 This Agreement covers:

Australian Manufacturing Workers Union (AMWU)

Community and Public Sector Union (CPSU)

Construction Forestry Mining and Energy Union (CFMEU)

Health Services Union (HSU)

Professionals Australia (Formerly APESMA)

United Services Union (USU)

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

A.4 COMMENCEMENT AND DURATION

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

A4.2 The nominal expiry date of this Agreement is 30 June 2017.

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

A.5 OPERATION OF THE AGREEMENT

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

A5.2 Applicable legislation includes:

a) *Fair Work Act 2009* (Cth) (FW Act);

b) *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);

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 relevant union(s) 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.

A.6 AGREEMENT AVAILABILITY

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

A.7 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.

A.8 VARIATION TO AGREEMENT

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

A.9 TERMINATION OF AGREEMENT

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

Section B - Working in the ACT Public Service

B.1 TYPES OF EMPLOYMENT

B1.1 A person will be engaged under the PSM Act in one of the following categories:

a) permanent employment on a full-time or permanent part-time basis, including appointment with or without probation; or

b) short term temporary employment for a period not exceeding twelve months on a full-time or part-time basis, engaged for a specified period of time or for a specified task or as an apprentice, trainee; or cadet; or

c) long term temporary employment for a period greater than twelve months but not exceeding five years on a full-time or part-time basis, engaged for a specified period of time or for a specified task or as an apprentice, trainee, or cadet; or

d) temporary casual employment.

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.

B.2 REVIEW OF EMPLOYMENT STATUS

B2.1 In order to promote permanent employment and job security for employees in the ACTPS, eligible casual employees who have been engaged on a regular and systematic basis for at least twelve months and who have a reasonable expectation that such arrangements will continue may, by application in writing to their manager/supervisor, request an examination of their employment status.

B2.2 Having considered the request the manager/supervisor will respond in writing, giving reasons, within a six week timeframe.

B2.3 To avoid doubt, decisions stemming from such reviews will be subject to the application of selection and appointment processes applying in the ACTPS. These processes include the application of the merit principle and the application of a probation period on appointment. These processes are also subject to there being no excess officers who would be eligible for redeployment to the office.

B2.4 A selection process initiated under this clause will be conducted with the use of a joint selection committee in accordance with clause B4 of this Agreement.

B.3 PROBATION

B3.1 Where a person is appointed on probation under the PSM Act, the period of probation will be for six months.

B3.2 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.

B3.3 At the time a person is appointed on probation, the head of service will inform the person in writing of the criteria and objectives to be met for the appointment to be confirmed.

B3.4 Probation will provide a supportive process for the officer during which mutual evaluation and decisions about permanent appointment can be made.

B3.5 There must be at least two formal assessments of an officer, at the two and four month dates, during the probationary period. The head of service must provide the officer with a copy of the assessment report. The officer must be provided with an opportunity to respond within seven working days. If the assessment is sufficiently negative for the manager/supervisor to consider recommending that the head of service terminate the employment, that opinion will be included in the assessment report.

B3.6 A decision of the head of service to accept the recommendation to terminate the appointment of an officer on probation, as per subclause B3.5, is excluded from the Internal Review Procedures (Section I) and Appeal Mechanism (Section J) of this Agreement.

B3.7 To avoid doubt, an officer on probation is able to seek a review of the officer's probation under the Internal Review Procedures, (Section I), except in relation to a decision to terminate the officer's employment.

B.4 JOINT SELECTION COMMITTEES

B4.1 A Joint Selection Committee will normally comprise of, but not be limited to:

a) a chairperson who has appropriate skills and experience, nominated by the head of service;

b) a person who has appropriate skills and experience, nominated by the union(s); and

c) a person who has appropriate skills and experience, nominated by the head of service from a list of employees, and agreed by the head of service and the principal union.

Note: Provisions relating to the use of Joint Selection Committees are located in the PSM Standards.

B.5 HOURS OF WORK FOR NON-SHIFT WORKERS

B5.1 In this clause employee refers to an employee, other than a casual employee, who is employed in a position identified by the head of service as having ordinary weekly hours of either 36:75 or 38:00 hours per week.

Ordinary Hours of Work

B5.2 A non-shift work position may have ordinary weekly hours of either 36.75 or 38.00 hours per week.

B5.3

36.75 Hours Per Week Position
a) The ordinary daily hours are seven hours and twenty one minutes for a full time employee;
b) Standard hours are from 8:30 am to 12:30 pm and from 1:30 pm to 4:51 pm Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.

B5.4

38.00 Hours Per Week Position
a) The ordinary daily hours are seven hours and thirty-six minutes for a full time employee;
b) Standard hours are from 8:30 am to 12:30 pm and from 1:30 pm to 5:06 pm Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.

B5.5 Ordinary weekly hours may be averaged over a period of up to four weeks (twenty eight calendar days), or a longer period of no more than twelve months as agreed in writing between the manager/supervisor and the employee.

B5.6 A part-time employee will work less than the ordinary weekly hours of work for a full-time employee.

Span of Hours

B5.7 Ordinary daily hours must be worked within the span of hours limits of 7:00 am to 7:00 pm Monday to Friday.

B5.8 The span of hours worked in a day (subclause B5.7) may be varied by agreement between the manager/supervisor and a majority of employees concerned in a workplace.

Meal Break

B5.9 Unless there are exceptional and unforeseen circumstances, an employee will not be required to work for more than five hours without a break for a meal of at least thirty minutes duration. Meal breaks will not count as time worked unless specifically provided for in this Agreement.

B5.10 The provisions of subclause B5.9 may be varied by agreement between the manager/supervisor and a majority of employees concerned in a workplace.

B5.11 The term 'meal break' does not require the employee to partake of a meal during the break period.

B5.12 An employee who works up to six hours in a day may, with the agreement of the manager/supervisor, work up to six hours without a meal break to accommodate the employee's personal circumstances and work/life balance.

B.6 HOURS OF WORK FOR SHIFT WORKERS

B6.1 An employee (other than a casual employee) is a shift worker if the employee is:

a) rostered; and

b) the roster may require the employee to perform ordinary daily hours on a shift where some or all of a shift in the roster falls:

i. outside the span of hours as set out in clause B5.7; and/or

ii. on Saturdays or Sundays on a regular and ongoing basis.

A shift worker may be required, as a part of their regular roster, to work public holidays.

Ordinary Hours of Work

B6.2 A shift work position may have ordinary weekly hours of either 36.75 or 38.00 hours per week.

B6.3

36.75 Hours Per Week Position
The ordinary daily hours are seven hours and twenty one minutes for a full time employee. The ordinary weekly hours are 36.75 hours for a full time employee, performed on the following basis:
a) 36.75 hours within a period not exceeding seven consecutive days; or
b) 73.5 hours within a period not exceeding fourteen consecutive days; or
c) 147 hours within a period not exceeding twenty-eight consecutive days, or
d) any other period of twelve months or less and agreed in writing between the manager/supervisor and the employee to provide for an average weekly hours of 36.75 hours per week over the agreed period.

B6.4

38.00 Hours Per Week Position
The ordinary daily hours are seven hours and thirty six minutes for a full time employee. The ordinary weekly hours are 38.00 hours for a full time employee, performed on the following basis:
a) 38.00 hours within a period not exceeding seven consecutive days; or
b) 76.00 hours within a period not exceeding fourteen consecutive days; or
c) 152 hours within a period not exceeding twenty-eight consecutive days, or
d) any other period of twelve months or less and agreed in writing between the manager/supervisor and the employee to provide for an average weekly hours of 38.00 hours per week over the agreed period.

B6.5 A part-time employee will work less than the ordinary weekly hours of work for a full-time employee.

B6.6 The head of service may, after consulting with the employees affected and the employee's representatives, and following agreement of a majority of employees affected, introduce:

a) shift work;

b) a new roster; or

c) an arrangement of shift cycles.

B6.7 Subject to subclause B6.8, rosters setting out the start times, finish times, and rotation of shifts over at least a twenty-eight day period will be posted at least fourteen days prior to the commencement of the roster.

B6.8 Amendments may be made to rosters to meet the operational or business needs of a particular business unit. These amendments will be made available as soon as practicable.

B6.9 The ordinary weekly hours may be averaged over a period of up to four weeks (twenty-eight calendar days), or a longer period of no more than twelve months as agreed in writing between the manager/ supervisor and the employee affected.

Payment for an Employee Rostered Off on a Public Holiday

B6.10 Where an employee is:

a) normally rostered to perform work on a particular day of the week; and

b) is scheduled to be on a rostered day off on this particular day; and

c) the particular day is a public holiday,

the employee will be granted a day's leave in lieu of a public holiday, which occurs on a day on which that employee is rostered off duty.

B6.11 The day in lieu provided for in subclause B6.10 must be granted within one month after the holiday, if practicable.

B6.12 Where it is not practicable to grant a day's leave in lieu in accordance with subclause B6.11, the employee will be paid one day's pay at the ordinary hourly rate of pay.

Meal Break

B6.13 Unless there are exceptional and unforeseen circumstances, an employee will not be required to work for more than five hours without a break for a meal of at least thirty minutes duration. Meal breaks will not count as time worked unless specific provisions are made for in this Agreement.

B6.14 The term 'meal break' does not require the employee to partake of a meal during the break period.

B6.15 The provisions of subclause B6.13 may be varied by agreement between the Manager/Supervisor and a majority of employees concerned in a workplace.

B6.16 An employee who works up to six hours in a day may, at the employee's discretion, work up to six hours without a meal break to accommodate the employee's personal circumstances and work/life balance.

B6.17 An employee who is required, due to operational reasons, to continue working through the employee's meal break will be paid an additional 50% of the employee's ordinary hourly rate of pay from the scheduled time of commencement of the break until the employee is provided a break or commencement of a period of overtime following completion of ordinary hours of work.

B.7 FLEXTIME

B7.1 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. Flextime is not available to shift workers whose hours of work are provided for in clause B6.

B7.2 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 8:30 am or after 4:51 pm where there is insufficient work or an employee cannot be sufficiently managed.

B7.3 Subject to subclause B7.4, only employees at or below Health Professional Level 4 (or equivalent classification) will participate in flextime.

B7.4 Flextime is not accrued by employees who are engaged in shift work or those employees entitled to accrued days off in accordance with clause B8 of this Agreement.

B7.5 Hours of work arrangements will be in accordance with operational requirements and occupational 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.

B7.6 As far as practicable, an employee will not be required to work for longer than five hours without a break of a minimum of thirty minutes duration except whilst undertaking fire fighting duties or other declared emergency activities.

B7.7 The span of hours for employees eligible for flextime provisions will be from 7:00 am to 7:00 pm, Monday to Friday.

B7.8 Employees may work outside the span of hours stipulated at subclause B7.7 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.

B7.9 Where an employee works outside the span of hours in accordance with subclauses B5.8 or B7.8, 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.

B7.10 A settlement period will comprise two pay periods (i.e. four weeks).

B7.11 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.

B7.12 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.

B7.13 There is no provision to cash out flextime credits either during a period of employment or upon separation or transfer out of the ACTPS.

B7.14 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 overpayment process at clause D5.

B7.15 Any flextime debits an employee has if the employee ceases employment with the ACTPS will be recovered from any termination payment owing to the employee, except in the case of death.

B7.16 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.

B7.17 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 8:30 am to 12:30 pm and 1:30 pm to 4:51 pm Monday to Friday, for an employee whose hours of work are provided for in subclause B5.3 (36.75 Hours per Week – Non Shift Workers) and 8:30 am to 12:30 pm and 1:30 pm to 5:06 pm Monday to Friday, for an employee whose hours of work are provided for in subclause B5.4, (38.00 Hours per Week – Non Shift Workers), Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.

B.8 ACCRUED DAYS OFF (ADOS)

B8.1 An employee to whom this clause applies is entitled to a day/shift off duty using bankable leave accrued as a result of increasing the employees daily hours of work – e.g. increasing from 7 hours 36 minutes to 8 hours.

B8.2 An employee may apply to take an ADO as a whole day or part of a day by agreement with the manager/supervisor. ADOs will be approved by the manager/supervisor subject to operational requirements. If the manager/supervisor does not approve an accrued day off because of operational requirements, the manager/supervisor will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.

B8.3 Accrual towards an ADO does not occur when an employee is on any form of leave with the exception of annual leave, paid personal leave and compassionate leave.

B8.4 ADOs will not be taken in advance and must only be taken when the equivalent time has been accrued.

B8.5 An employee may bank a maximum of six ADOs with the approval of the employee's manager/supervisor.

B8.6 For each day or shift an employee is absent on annual leave, paid personal leave or compassionate leave, leave credits will be reduced by the number of ordinary hours that the employee would have worked on that day or shift (including time accrued for the ADO). Each day or shift of paid annual leave, paid personal leave or paid compassionate leave taken during the cycle of shifts will therefore be regarded as a day worked for accrual towards an ADO.

B8.7 Where an employee, who has accrued credit towards an ADO, ceases employment with the ACTPS and it is not practical for the employee to utilise that credit, will have the accrued ADO credit paid on separation. The rate at which any unused ADO credit will be paid will be the rate of pay, including any applicable higher duties allowance, that is in effect on the date of separation.

B.9 CASUAL EMPLOYMENT ARRANGEMENTS

Minimum Attendance

B9.1 The minimum payment on each occasion when a casual employee is called for and attends for duty will be three hours, whether or not the casual employee is required to work for those three hours.

Rate of Pay

B9.2 A person engaged as a casual employee will be paid at the same rate of pay as would be applicable to an employee performing the duties and hours of that role. In addition the casual employee will receive a loading of the ordinary hourly rate of pay set out in Annex A to this Agreement instead of paid leave entitlements, other than long service leave, and instead of payment for public holidays on which the employee did not work.

B9.3 The loading that will apply for the duration of this Agreement will be as follows:

a) 22.5% from the commencement of this Agreement until 30 June 2015; and then

b) 25% from 1 July 2015.

Payment for Shift Work

B9.4 A casual employee is eligible to receive payment of shift penalties in accordance with clause C8.

B9.5 The loading paid under subclause B9.3 is not taken into account in the calculation of shift work penalty payments.

Overtime

B9.6 A casual employee is eligible to receive payment for overtime in accordance with clause C9.

B9.7 A casual employee is eligible for payment of overtime in respect of all hours worked in excess of either seven hours and twenty-one minutes or seven hours and thirty-six minutes, as applicable, on any day or shift.

B9.8 The loading paid under subclause B9.3 is not taken into account in the calculation of overtime payments.

Overtime Meal Allowance

B9.9 A casual employee is eligible to receive payment of overtime meal allowances in accordance with clause C10.

B9.10 The term 'meal break' does not require the employee to partake of a meal during the break period.

Payment for Public Holidays

B9.11 A casual employee is not eligible for payment in respect of public holidays, unless the employee works on a public holiday.

B9.12 Where a casual employee does work on a public holiday, the casual employee is entitled to the appropriate shift penalties or overtime payments described in subclauses C8.7 and C9.15.

Leave

B9.13 A casual employee is not eligible for paid leave other than long service leave.

B.10 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 The employee will record the time of commencing and ceasing duty for each day. These records will be provided to the manager/supervisor where the manager/supervisor so requests.

B.11 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.

B.12 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

B.13 REGISTRATION REQUIREMENTS

B13.1 Where a position requires professional registration, an employee must maintain their registration.

B13.2 If an employee fails to maintain registration they may be deemed to not meet the inherent requirements of the position and may have their employment terminated in accordance with section 296 of the PSM Standards.

Section C - Rates of Pay and Allowances

C.1 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.

C.2 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:

- $2090.00 or 2% per cent, whichever is the greater, effective from 1 July 2013. This increase will be paid no later than the second pay day following the commencement of this Agreement; and any back pay will be paid as soon as reasonably possible; and
- Two 1.5% increases payable from the first pay period on or after 1 July 2014 and 1 April 2015; and
- Two 1.5% increases payable from the first pay period on or after 1 October 2015 and 1 April 2016; and
- Two 1.5% increases payable from the first pay period on or after 1 October 2016 and 1 April 2017.

C2.3 A person who was an employee of the ACTPS on 1 July 2013 and who separated from the ACTPS before the commencement of this Agreement will be paid any difference between the rate of pay 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.

C.3 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 shift penalties, overtime payments and 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.

C.4 PAYROLL DEDUCTION FOR UNION FEES

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

C.5 PAY POINTS AND INCREMENTS

C5.1 A person who is engaged by the ACTPS, or an employee who is promoted or is approved to perform the duties of a higher office, is entitled to be paid at the first pay point for the classification level.

C5.2 Despite subclause C5.1, the head of service may approve a person who is engaged by the ACTPS, or an employee who is promoted or approved to receive higher duties allowance, to be paid at a higher pay point within that classification level.

C5.3 Increments apply to both an employee's permanent and higher duties classification. When an employee has completed twelve months higher duties within a twenty four month period an increment will be paid and all further instances of higher duties will be paid at this level.

C5.4 Previous service at a higher duties pay must be considered when determining a pay point should the employee be promoted to that classification, and will be used to determine the date at which increments fall due.

C5.5 An employee is entitled (subject to there being no Underperformance or Discipline action undertaken in accordance with Section H – Workplace Values and Behaviours) to be paid an annual increment on and from the relevant anniversary of the date of commencement in the position for the employee concerned.

C5.6 Accelerated incremental advancement may occur as follows:

a) A person who is engaged by the ACTPS, or an employee who is promoted or approved to perform higher duties, may be paid at a higher pay point within that classification level.

b) The head of service may approve the payment of additional accelerated increments to the employee:

i. at the time annual incremental advancement is due: i.e., at the time an employee is eligible for annual incremental advancement (either in the substantive or higher duties position); or

ii. at any other time between periods of annual incremental advancement,

subject to a maximum of two additional increments within the classification range being awarded to the employee in a twelve month period (excluding any additional increments awarded to the employee on commencement in the position in accordance with subclause C5.2).

c) Where an employee is awarded additional accelerated increments over the twelve month period between the payments of annual increments in accordance with paragraph C5.6 (b), the employee is still eligible for the payment of an annual increment, and the date of effect of the annual increment will remain unchanged.

C5.7 In considering whether to approve payment at a higher pay point (as per subclause C5.2), or accelerated advancement (as per subclause C5.6), the head of service will take into account such factors as:

a) the employee's:

i. qualifications, and

ii. relevant work and personal experience, and

iii. current pay, and

iv. ability to make an immediate contribution; and

b) difficulties in attracting and retaining suitable employees.

C5.8 Despite subclauses C5.6 and C5.7 the top two paypoints of the HP3 may only be accessed once a HP3 has been assessed as meeting the requirements of the Recognition of Excellence Scheme outlined in clause N.3.

C.6 GRADUATE AND CADET PROGRAMS, TRAINEESHIPS, AND APPRENTICESHIPS

C6.1 An ACTPS Directorate may run various entry level programs in the light of operational needs and available resources. All employment arrangements for entry level positions, including graduates, cadets, trainees and apprentices should be fair and attractive.

C6.2 Rates of pay for employees engaged in Apprenticeships are set out at Annex A of the ACT Public Sector Support Services Enterprise Agreement 2013-2017. Rates of pay for Graduate and Cadet Programs, Traineeships are set out at Annex A to the ACT Public Service Administrative and Related Classifications Enterprise Agreement 2013-2017.

C6.3 Where an entry level program comprising work and structure training is introduced, the following subclauses will apply:

a) The program will comply with the requirements of Australian Apprenticeships or Traineeships where relevant.

b) Entry to the program will be by merit selection.

c) The length of the probation period will be notified prior to the commencement of the program.

d) A person will be engaged either as a graduate, cadet, trainee or apprentice for the duration of the program.

e) If, following the successful completion of the program and a rating of competent or better on their performance plan, a vacant funded position exists, the graduate, cadet, trainee or apprentice will be appointed as an officer, or will have their appointment as an officer confirmed, or will be promoted into a classification that is appropriate without the need for a further merit selection process.

f) An internal merit selection process will be used where the number of graduates, cadets, trainees or apprentices potentially suitable for appointment or promotion on completion of the program exceeds the number of available permanent funded positions.

C6.4 Where a program exceeds twelve months duration and there is provision in the applicable rates of pay, a person is entitled, subject to there being no Underperformance or Discipline action undertaken in accordance with Section H, to be paid an annual increment on and from the relevant anniversary of the date of commencement in the position concerned.

C.7 HIGHER DUTIES ALLOWANCE

C7.1 Higher Duties Allowance (HDA) is payable to an officer who is directed to temporarily perform the duties of a position with a higher classification.

Selection for HDA

C7.2 If a position is expected to be available for a period of six months or longer the position must be advertised in the gazette.

C7.3 If a position is expected to be available for a period of less than six months advertisement in the gazette is not required.

C7.4 Periods of higher duties should not normally extend beyond twelve months. If after twelve months the position is nominally vacant it will be advertised unless there are exceptional circumstances.

C7.5 Nothing in this clause will restrict casual or temporary employees performing duties of a higher office in accordance with the PSM Act and the PSM Standards.

Periods of HDA

C7.6 An officer who is acting in a position with up to a maximum pay of a Health Professional Level 3 or equivalent, for a period of one day or more, will be paid HDA for that period.

C7.7 An officer acting in a position with a pay or maximum pay greater than the maximum pay of a Health Professional Level 3 or equivalent will be paid HDA for a period of five consecutive days or more. This payment will occur from day one, provided the total period of higher duties is five days or more.

C7.8 Where the officer on temporary transfer is to perform the full duties of the higher position, HDA is calculated as the difference between the staff member's current pay and a point in the pay range of the higher position determined by the head of service in accordance with clause C5.

C7.9 Where the officer is performing only part of the duties of the higher position and the higher position is at least two levels above the officer's current substantive level, payment of partial HDA may be agreed between the manager/supervisor and the officer, prior to the commencement of the temporary transfer.

C7.10 The rate of payment for partial HDA will be a point in the pay range(s) of the intervening level(s). The head of service's decision on the rate of payment of partial HDA will take into account the specified part of the duties of the higher position that the officer is to perform

C7.11 An officer receiving HDA is entitled to normal incremental progression for the officer's substantive position. This increment gained while performing HDA is maintained upon the officer ceasing the higher duties

C7.12 Previous higher duties service will be considered in determining the appropriate pay point for future periods of higher duties.

C.8 PAYMENT FOR SHIFT WORKERS

Payment of Shift Penalties

C8.1 An employee who is a shift worker and who is rostered to perform and performs ordinary duty on a shift, any part of which falls between the hours of 6:00 pm and 6:30 am, will be paid an additional 15% of the employee's ordinary hourly rate of pay, for that shift.

C8.2 An employee who is a shift worker and who is required to work ordinary hours continuously for a period exceeding four weeks on a shift falling wholly within the hours of 6:00 pm and 8:00 am, will be paid an additional 30% of the ordinary hourly rate of pay for that shift.

C8.3 The additional payment prescribed by this clause will not be taken into account in the computation of overtime or in the determination of any allowance based upon pay. The additional payment will not be paid for any shift for which any other form of penalty payment is made under this Agreement, or under the provisions of the PSM Act or the PSM Standards under which the employee is employed.

Payment Whilst on Annual Leave

C8.4 Additional payment for shift duty, as provided by this clause, is to be made in respect of any such duty that an employee would have performed had the employee not been on approved annual leave.

Payment for Shift Duty on a Saturday

C8.5 For all rostered time of ordinary duty performed between midnight on Friday and midnight on Saturday by an employee to whom this clause applies, an employee will be entitled to an additional payment of 50% of the employee's ordinary hourly rate of pay.

Payment for Shift Duty on a Sunday

C8.6 For all rostered time of ordinary duty performed between midnight on Saturday and midnight on Sunday by an employee to whom this clause applies, an employee will be entitled to an additional payment of 100% of the employee's ordinary hourly rate of pay.

Payment for Shift Duty on a Public Holiday

C8.7 For all rostered time of ordinary duty performed between midnight on the day before a public holiday, as described in clause F10, and midnight on the public holiday, by an employee to whom this clause applies, an employee will be entitled to an additional payment of 150% of the employee's ordinary hourly rate of pay.

C.9 OVERTIME

Eligibility for Payment of Overtime

C9.1 An employee may be required or requested to work reasonable additional hours of duty at any time that the employee is required, subject to the payment for overtime in accordance with the conditions set out in this clause, and the reasonable additional hours provisions of the FW Act.

C9.2 Overtime rates will be payable for duty that the head of service requires an employee to perform on any day from Monday to Friday inclusive, which is worked:

a) in the case of a non-shift employee only, before 7:00 am and/or after 7:00 pm (or such other span of hours as may have been agreed under subclause B5.8; or

b) in the case of a non-shift employee only, between 7:00 am and 7:00 pm (or such other span of hours as may have been agreed under subclause B5.8 but beyond the employee's ordinary daily hours, and which is not worked under the flextime provisions at clause B7; or

c) in the case of a shift worker only, beyond the employee's ordinary hours of work, and which is not worked under the provisions of clause B8.

C9.3 Overtime rates are payable for all duty that the head of service requires an employee to perform on a Saturday, Sunday or Public Holiday that is in addition to the employee's ordinary weekly hours of work.

C9.4 Subclauses C9.1 to C9.3 apply to employees up to and equivalent to the top incremental point of the Health Professional Level 3 or equivalent classification.

C9.5 Except with the approval of the head of service, an employee who occupies a position with a classification having an annual pay of a Health Professional Level 4 (or equivalent) classification or higher is not eligible to receive payment under this clause.

C9.6 Overtime approved under subclause C9.5 for a Health Professional Level 4 (or equivalent) classification and above will be calculated at the third pay point of the Health Professional Level 3 (or equivalent) classification. At the request of the employee, hours worked outside normal working hours may be taken as time in lieu on an hour for hour basis.

Minimum Attendance for Overtime

C9.7 Where an employee is required to perform overtime duty that is not continuous with ordinary duty the minimum period of overtime payable for each separate overtime attendance is four hours.

C9.8 For the purposes of subclause C9.7 meal periods do not break continuity of duty.

C9.9 Where an overtime attendance that is not continuous with ordinary duty involves duty both before and after midnight and a higher overtime rate applies on one of the days covered by the overtime attendance, the minimum payment will be calculated at the higher rate.

C9.10 Where an employee on an on call or close call situation as provided for in clause C14 or clause C15, the minimum payment for overtime will be three hours or one hour in accordance with subclauses C14.6 or C15.8 or C14.10 or C15.12 respectively.

Payment of Overtime

C9.11 For the purposes of calculating overtime payments, each day or shift will stand-alone.

C9.12 An employee's annual pay for the purpose of calculating the overtime payment, will include higher duties allowance and/or any allowance that is payable for all purposes.

C9.13 Overtime payment rates for overtime worked on any day from Monday to Saturday inclusive, are:

Time and a Half

Annual Pay ×12/313×3/2×1/76

for the first three hours worked on a day/shift; and

Double Time

Annual Pay ×12/313×2/1×1/76

for any further overtime worked on that day/shift.

Sunday Rate of Payment

C9.14 An employee who works overtime on a Sunday will be paid a rate of double time at the employee's ordinary hourly rate of pay for all time worked.

Public Holiday Rate of Payment

C9.15 An employee who works overtime on a public holiday or on a substituted public holiday as defined in clause F10 of this Agreement will be paid a total rate of double time and a half at the employee's ordinary hourly rate of pay for all time worked.

Alternatives to Payment of Overtime

C9.16 Where agreed between the manager/supervisor and the employee, the employee will be granted time off instead of overtime.

C.10 OVERTIME MEAL ALLOWANCE

Eligibility for Meal Allowance

C10.1 An employee who works overtime is entitled to payment of overtime meal allowance where the overtime is worked:

a) after the end of ordinary duty for the day, to the completion of or beyond a meal period, and any subsequent meal period, without a break for a meal; or

b) after the completion of the employee's ordinary hours of duty for the day, and after a break for a meal which occurs after that completion and where the employee is not entitled to payment for that break; or

c) before the commencement of ordinary hours of duty, and before a break for a meal which occurs after that completion and where the employee is not entitled to payment for that break; or

d) on a Saturday, Sunday or public holiday, in addition to the employee's normal weekly hours of duty, extending beyond a meal break and where the employee is not entitled to payment for that break.

Meal Periods

C10.2 For the purposes of subclause C10.1 a meal period will mean the following periods:

a) 7:00 am to 9:00 am;

b) 12 noon to 2:00 pm;

c) 6:00 pm to 7:00 pm; and

d) midnight to 1:00 am.

C10.3 The rate of pay for overtime meal allowance is set out in Annex C.

C10.4 Where an appropriate meal is obtainable by the employee at a canteen, cafeteria or dining room conducted, controlled, or assisted by the ACTPS, the amount of meal allowance will be the maximum amount for which an appropriate meal is obtainable at the canteen, cafeteria or dining room. The rate payable under this clause is in substitution for the rate in Annex C.

C.11 REST RELIEF AFTER OVERTIME

C11.1 In this clause employee refers to employees other than casual employees.

C11.2 Unless the head of service directs an employee to report for duty earlier, the employee must have a continuous period of eight hours off duty between ceasing overtime duty following normal duty one day, and commencing normal daily hours of work the following day.

C11.3 An employee is entitled to be absent from duty, without loss of pay, until the employee has been off duty for a continuous period of eight hours plus reasonable travel time.

C11.4 If an employee is required by the head of service to return to duty without having had eight consecutive hours off duty, plus reasonable travelling time, the employee must:

a) be paid at double the ordinary hourly rate of pay until the employee is released from duty for that period; and

b) the employee will then be entitled to be absent until the employee has had eight consecutive hours off duty plus reasonable travelling time, without loss of pay for any ordinary working time occurring during that absence.

C11.5 The provisions of subclauses C11.1 to C11.4 do not apply to overtime worked in the circumstances covered by clause C17 unless the actual time worked (excluding travelling time) is at least three hours on each call.

C.12 PAYMENT FOR PUBLIC HOLIDAY DUTY

C12.1 An employee who is not a shift worker and who works on a public holiday for a period that is:

a) not in excess of the employee's ordinary weekly hours; and

b) not outside of the employee's limit of daily hours; and

c) not in excess of the employee's ordinary daily hours,

will be entitled to an additional payment of 150% of the employee's ordinary hourly rate of pay.

C.13 DAYLIGHT SAVING ARRANGEMENTS

C13.1 During the changes to and from Australian Eastern Standard Time and Australian Eastern Daylight Time employees will be paid by the clock, with the exception of casual employment arrangements under clause B9 and overtime arrangements under clause C9 which will be paid according to the hours actually worked. This means that at the beginning of daylight saving employees working an overnight shift will work one hour less but will still be paid for the full shift, and when daylight saving ends employees will work for an extra hour but will be paid according to the clock.

C.14 ON-CALL ALLOWANCES

C14.1 Where an employee is required or directed, prior to ceasing duty, by the employee's manager/supervisor to be contactable and available to be recalled to duty within a reasonable time outside the employee's ordinary hours of duty (a restricted situation), the employee will be entitled to be paid an on-call allowance of:

a) ten percent of the employee's hourly rate of pay for each hour of on-call Monday to Friday;

b) fifteen percent of the employee's hourly rate of pay for each hour of on-call on Saturday and Sunday;

c) twenty percent of the employee's hourly rate of pay for each hour of on-call on public holidays and accrued days off.

C14.2 An employee's pay for the purpose of calculation of payment under this clause will include higher duties allowance and other allowances in the nature of pay.

C14.3 Employees at the Health Professional Level 3 (or equivalent) classification and below will be eligible for payment of the on-call allowance. However, the head of service may approve payment of the on-call allowance to employees above this level in exceptional circumstances.

C14.4 Where approval has been made for payment under subclause C14.3 to an employee above the Health Professional Level 3 (or equivalent) classification, the hourly rate of pay will be the third pay point of the Health Professional Level 3 (or equivalent) classification.

C14.5 The on-call allowance is not payable for any period that the employee does not hold himself or herself at the required degree of readiness to be recalled to duty.

C14.6 Where an employee who had been placed in an on-call situation is recalled to duty at a designated place of work, the employee will be paid at the applicable overtime rates, subject to a minimum payment of three hours overtime being made to the employee.

C14.7 The provisions of clause C17 will not apply where an employee is recalled to duty while on on-call.

C14.8 The on-call allowance is not payable for any period of time where overtime payments are made. Therefore, if the employee performs a period of duty for which overtime is payable, the on-call allowance is not paid for a period equal to the overtime period.

C14.9 "Recalled to duty at a designated place of work" means a recall to perform duty at any designated place of work and is not limited to a recall to perform at the employee's usual place of work. For example, a tradesperson may have a usual place of work, but while the tradesperson is restricted the tradesperson might be recalled to perform duty at a number of different places of work.

C14.10 Where an employee who has been placed in an on-call situation is recalled for duty, but is not required to be recalled to their usual place of work (for example, where an employee is able to access computer systems at home via remote access), the employee will be paid at the applicable overtime rates, subject to a minimum payment of one hour overtime being made to the employee.

C14.11 If a recall to duty attracts a minimum overtime payment, subsequent recalls will attract a further minimum overtime payment(s) only if the employee commences after the minimum payment period has elapsed. For the purposes of this clause, the minimum payment period is either three hours or one hour, as set out in subclauses C14.6 and C14.10, from the commencement of the recall to duty that attracts the overtime payment.

C.15 CLOSE CALL ALLOWANCE

C15.1 Where an employee is required or directed, prior to ceasing duty, by the employee's supervisor to be contactable and available for immediate recall to duty outside the employee's ordinary hours of duty (a close call situation), the employee will be entitled to be paid a close call allowance of:

a) twenty percent of the employee's hourly rate of pay for each hour of close-call Monday to Friday; or

b) thirty percent of the employee's- hourly rate of pay for each hour of close-call on Saturday and Sunday; or

c) forty percent of the employee's hourly rate of pay for each hour of close-call on public holidays and accrued days off.

C15.2 An employee placed in a close call situation must:

a) remain within a radius of thirty minutes vehicle travelling time from the work site; and

b) commence the return to work journey immediately on being recalled, being within five minutes from time of recall.

C15.3 The head of service may, in special circumstances, allow an employee who cannot meet these requirements to be deemed to be on close call if the employee is able to return to the worksite within forty-five minutes from the time of recall.

C15.4 An employee's pay for the purpose of calculation of payment under this clause will include higher duties allowance and other allowances in the nature of pay.

C15.5 Employees at the Health Professional Level 3 (or equivalent) classification and below will be eligible for payment of the close call allowance. However, the head of service may approve payment of the close call allowance to employees above this level in exceptional circumstances.

C15.6 Where approval has been made for payment under subclause C15.5 to an employee above the Health Professional Level 3 (or equivalent) classification, the hourly rate of pay will be the third pay point of the Health Professional Level 3 (or equivalent) classification.

C15.7 The close call allowance is not payable for any period that the employee does not hold himself or herself at the required degree of readiness to be recalled to duty.

C15.8 Where an employee who has been in a close call situation is recalled to duty at their place of work, the employee will be paid at the applicable overtime rates, subject to a minimum payment of three hours overtime being made to the employee.

C15.9 The provisions of clause C17 will not apply where an employee is recalled to duty while on close call.

C15.10 Where the employee performs a period of duty for which overtime is payable, the close call allowance is not paid for a period equal to the overtime period.

C15.11 "Recalled to duty at their place of work" means a recall to perform duty at any designated place of work and is not limited to a recall to perform at the employee's usual place of work. For example, a tradesperson may have a usual place of work, but while the tradesperson is in a close-call situation the tradesperson might be recalled to perform duty at a number of different places of work.

C15.12 Where an employee who had been placed in a close call situation is recalled for duty, but is not required to be recalled to their place of work (for example, where an employee is able to access computer systems at home via remote access), the employee will be paid at the applicable overtime rates, subject to a minimum payment of one hour being made to the employee.

C15.13 If a recall to duty attracts a minimum overtime payment, subsequent recalls will attract a further minimum overtime payment(s) only if the employee commences after the minimum payment period has elapsed. For the purposes of this clause, the minimum payment period is either three hours or one hour, as set out in subclauses C15.8 and C15.12, from the commencement of the recall to duty that attracts the overtime payment.

C.16 REST RELIEF FOR ON-CALL OR CLOSE CALL SITUATIONS

C16.1 Where an employee who had been placed in an on-call or close call situation under clause C14 or clause C15 is recalled to duty, the employee must, other than in exceptional circumstances, be given a genuine opportunity for having eight continuous hours rest in the twenty four hour period where there is a recall to duty.

C16.2 In addition to the eight hours rest relief, the employee must be allowed reasonable time to travel to and from the employee's place of work.

C16.3 In exceptional circumstances, if an employee is required by the head of service to resume or continue ordinary work time without having the rest relief as set out in subclause C16.1, plus reasonable travelling time, the employee must:

a) be paid an additional single time at the employee's ordinary hourly rate of pay until the employee is released from duty for that period; and

b) the employee will then be entitled to be absent until the employee has had eight consecutive hours off duty plus reasonable travelling time, without loss of pay for any ordinary working time occurring during that absence.

C16.4 There is a need for appropriate roster management processes to enable the effective implementation of subclause C16.1.

C.17 EMERGENCY DUTY

C17.1 Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be paid for such emergency duty.

C17.2 The time for which payment will be made under this clause will include time necessarily spent in travelling to and from duty.

C17.3 The minimum payment under this clause will be two hours.

C17.4 The rate of payment for emergency duty will be double time at the employee's ordinary hourly rate of pay.

C17.5 This clause does not apply to employees whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.

C.18 OTHER ALLOWANCES

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

C18.2 The rates for all allowances provided for in Annex C of this Agreement will be adjusted by the rate of increases in pay in accordance with subclause C2.2, except in Year 1 when the increase will be 2% payable on the first pay period on or after 1 July 2013.

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.

C18.5 Allowances payable to casual employees under this Agreement are not subject to the loading prescribed in subclause B9.3.

C18.6 The following allowances, detailed in Annex C, may apply to any ACTPS employee:

a) Overtime Meal allowance

b) First Aid allowance

c) Linguistic Availability/Performance allowance

d) Intermittent Driving Duties allowance

e) Excess Fares and Travelling Time

f) Motor Vehicle allowance and Additional Rates of Motor Vehicle allowance.

C.19 REIMBURSEMENT OF REASONABLE RELOCATION EXPENSES

C19.1 The purpose of this reimbursement is to provide financial assistance to employees recruited from interstate or overseas who are engaged on a permanent or long term temporary basis.

C19.2 The head of service may approve a reimbursement payment to a prospective employee as the head of service considers is reasonable in the prospective employee's circumstances. The relevant pre-determined ceiling is set out below:

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

C19.3 The head of service will inform the prospective employee of the predetermined ceiling prior to the prospective employee's relocation.

C19.4 In order for a prospective employee to be reimbursed costs, valid receipts must be provided.

C19.5 For the purposes of this clause, dependant does not require actual financial dependency and includes members of the prospective employee's immediate household including a domestic partner, parent, parent of domestic partner, brother, sister, guardian, foster parent, step-parent, step-brother, half-brother, step-sister, half-sister, child, foster child or step child residing with the employee at the time the offer is made.

C19.6 The head of service may approve payment in excess of the approved amount or ceiling in exceptional circumstances.

C19.7 In the event that the employee terminates their employment with an ACTPS business unit within twenty four months of the date of appointment and does not commence employment with another ACTPS business unit within one month, the employee may be required by the head of service to repay:

a) in the case the employee terminates employment within twelve months from the date of appointment – 100% of the relocation reimbursement; or

b) in the case the employee terminates employment more than twelve months and less than twenty four months from the date of appointment – 50% of the relocation reimbursement.

C.20 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 seventy years or older and Commonwealth legislation precludes the payment of employer superannuation contributions for that employee; or

b) an employee who is seventy years or older and whose preferred choice of fund rules precludes the payment of employer superannuation contributions; or

c) an employee is aged between sixty five and seventy years and the employee does not meet the work test (as defined by relevant superannuation legislation and rules).

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

D.1 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.

D.2 ATTRACTION AND RETENTION INCENTIVES

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

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

D.3 CLASSIFICATION/WORK VALUE REVIEW

D3.1 An employee, or a group of employees, or the union(s) or other employee representatives, may present a case to request the head of service to undertake a classification/work value review of a position or group of positions.

D3.2 Where the head of service agrees to such a request the head of service will undertake the review in consultation with the employee(s) and the union(s) or other employee representatives.

D3.3 Where agreement cannot be reached on the need to conduct the review then the disagreement may be resolved in accordance with the dispute resolution procedure.

D3.4 Any classification/work value review will take into account market and other relevant comparators, including comparators that are considered pertinent to the skills, competencies and general responsibilities required of the position(s).

D3.5 These provisions do not affect the right of the head of service to undertake a classification/work value review at the initiative of the head of service.

D.4 SUPPORTED WAGE SYSTEM

D4.1 Employees who are assessed as eligible to receive a supported wage under subclause D4.2 are to be paid the percentage of pay that corresponds to the employee's assessed productive capacity and the class of work which the person is performing, provided that the minimum amount payable is not to be less than 10% of the second adult point of the ASO 1 pay range, as set out in the Act Public Service Administrative and Related Classifications Enterprise Agreement 2013-2017, per week.

D4.2 The ACTPS will arrange for an assessment of the productive capacity of an employee in accordance with the processes contained in the National Minimum Wage Order issued annually by the FWC, except that the minimum rate payable will be as set out in clause D4.1.

D.5 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

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% 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 twenty six 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 relevant directorate's Financial Instructions, relating to the waiver and write off of monies, will apply.

D.6 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.

D6.2 Where a shift penalty, overtime payment or 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

E.1 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 ACT Public Service, 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.

E.2 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 twenty-one 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.

E.3 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.

E.4 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 subclause B7.2 and F23.

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 DCC's about the development and implementation of appropriate strategies to deal with issues associated with both paid and unpaid overtime.

E.5 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.

E.6 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.

E.7 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.

E.8 HOME BASED WORK

E8.1 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.

E8.2 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.

E8.3 In determining appropriate home based work arrangements, the head of service and employees will consider a range of matters, including:

a) appropriate and effective communication with office based employees;

b) the need to ensure adequate interaction with colleagues;

c) the nature of the job and operational requirements;

d) privacy and security considerations;

e) health and safety considerations;

f) the effect on clients; and

g) adequate performance monitoring arrangements.

E8.4 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.

E8.5 An employee may terminate home-based work arrangements at any time by giving reasonable notice to the head of service.

E8.6 There may also be occasions where it is appropriate for an employee to work from home on an ad hoc basis. In these circumstances, arrangements to work from home are to be negotiated on a case-by-case basis between the employee and the manager/supervisor.

E8.7 The ACTPS will provide home computing facilities where an employee and the employee's manager/supervisor agree there is a need for such facilities. Provision of equipment by the ACTPS will be subject to occupational health and safety requirements and to an assessment of technical needs by the manager/supervisor.

E.9 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.

E.10 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.

E.11 VACATION CHILDCARE SUBSIDY

E11.1 This clause applies to an employee (other than a casual employee or a temporary employee who has been engaged by the ACTPS for a period of less than twelve months) with school age children who makes a timely application, with regard to work and/or rostering arrangements applying in their particular business unit, based on their accrued annual leave, purchased leave or long service leave during school holidays that is rejected. In these circumstances the head of service will make payment to the employee for each calendar year based on:

a) fifty two dollars per day towards the cost of each school child enrolled in an accredited school holiday program;

b) up to a maximum of $260 per child per five days;

c) up to a maximum of ten days per child per year;

d) up to a maximum of three children; and

e) reimbursement on production of a receipt.

E11.2 An accredited school holiday program is a program approved and/or subsidised by a State, Territory or Local Government.

E11.3 The payment will apply only on the days when the employee is at work.

E11.4 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.

E11.5 An employee whose domestic partner receives a similar benefit from the partner's employer is not eligible for the payment.

E.12 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.

E.13 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/shift, paid lactation breaks that are non-cumulative will be available for nursing mothers.

E.14 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 10%.

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.

E.15 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 of the FW Act (NES), this clause applies to pregnant employees when they:

a) have given at least ten weeks notice, or where that is not practical have as soon as practical given notice, that they will be applying for maternity leave; and

b) provide evidence from a registered health professional or registered medical 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 twelve months of continuous service, the employee is entitled to take paid absence for 'no safe job' purposes for the stated period at a rate of payment that is the same rate as would be paid if the employee was granted personal leave. This period of paid absence will count as service for all purposes.

E15.5 If an appropriate safe job is not available, and the employee has not completed twelve months of continuous service, the employee is entitled to take unpaid absence for 'no safe job' purposes. This period of absence will not count as service for any purposes but will not break continuity of service.

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

F.1 PART TIME EMPLOYEES

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

F.2 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.

F.3 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.

F.4 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 x B x D) / C = total hours of leave accrued per day, where:

A = number of ordinary hours per week worked; and

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

C = number of calendar days in the year; and

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

F4.12 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 twelve months of service.

F4.19 After twelve months continuous service short-term temporary employees will receive 5.2 weeks of personal leave with pay. For every subsequent twelve 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 twelve 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 sub-clause 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 twelve months continuous employment with the Territory short term temporary employees will have their personal leave balance brought up to the equivalent of 3.6 weeks, less any personal leave with pay granted under subclause 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 twelve 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.

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 twenty days without pay in the first twelve 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 forty five 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:

b) a certificate from a registered medical practitioner or registered health professional who is operating within their scope of practice; or

c) 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.

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 thirteen weeks in any twenty six 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.

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% 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; or

g) accrued day off; and

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.

F.5 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, unforseen 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.

F.6 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.

F.7 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 x B x 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; or

b) in the case of 38 hour workers, 152 hours annual leave for each full year worked.

F7.7 Shift workers who are regularly rostered to work on Sunday and work at least ten Sundays in a year will be entitled to an additional five days of paid annual leave per year.

F7.8 Shift workers rostered to work on less than ten Sundays during which annual leave will accrue will be entitled to additional annual leave at the rate of one tenth of a working week for each Sunday so rostered.

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 two and a half 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 two and a half years worth of accrued annual leave credit to take annual leave to the extent that the employee's annual leave credit exceeds two and a half years worth of accrued credit, subject to giving the employee one calendar month notice. This clause does not apply to an employee who is on graduated return to work following compensation leave.

F7.22 An employee who has an annual leave credit in excess of two and a half years' accrued entitlement:

a) at the commencement of the Agreement; or

b) on joining, or returning to, the ACTPS; or

c) on returning to duty from compensation leave,

will have twelve months to reduce the employee's annual leave balance to two and a half years' accrued entitlement or below.

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 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.

F.8 ANNUAL LEAVE LOADING

Purpose

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

Eligibility

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

Entitlement

F8.3 Where an employee's entitlement is based on paragraph F8.7 (a), the leave loading payable is subject to a maximum payment. This maximum payment is the equivalent of the Australian Bureau of Statistics' male average weekly total earnings for the May quarter of the year before the year in which the date of accrual occurs. Where the leave accrual is less than for a full year, this maximum is applied on a pro rata basis.

F8.4 An employee whose employment ceases and who is entitled to payment of accumulated annual leave or pro rata annual leave will be paid any accrued annual leave loading not yet paid and leave loading on pro rata annual leave entitlement due on separation.

Evidence and Conditions

F8.5 Annual leave loading accrued will be paid at such a time as the employee nominates, by making a written request to the head of service.

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

Rate of Payment

F8.7 The amount of an employee's entitlement under subclause F8.2 will be based on whichever is the greater of the following:

a) subject to subclause F8.3, 17.5 per cent of the employee's ordinary hourly rate of pay on 1 January multiplied by the number of hours of annual leave accrued during the preceding calendar year (excluding shift penalties); or

b) any shift penalties that the employee would have received had the employee not been on approved annual leave.

F.9 PURCHASED LEAVE

Purpose

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

Eligibility

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

Entitlement

F9.3 Employees may purchase leave in addition to the employee's usual annual leave entitlement, up to a maximum of twelve weeks in any twelve month period, subject to head of service approval.

F9.4 An employee may apply, at any time, to the head of service for approval to participate in the purchased leave scheme.

F9.5 The application must specify the amount of leave to be purchased in whole weeks up to a maximum of twelve weeks in any twelve month period, and the period over which the additional leave is to be acquitted.

F9.6 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.

F9.7 Approval to purchase additional leave will not be given where an employee has an annual leave balance of two and a half years worth of annual leave credit or more, except where the employee intends to use all excess annual leave credit before taking purchased leave.

F9.8 Once an employee commences participation in the scheme, the employee may only opt out of the scheme before the expiration of the agreed acquittal period, where:

a) the employee can demonstrate, in writing, that exceptional circumstances exist, such as unforseen financial hardship, and the head of service agrees; or

b) the employee's employment with the ACTPS ceases before the expiration of the agreed acquittal period; or

c) the employee proceeds on paid maternity or primary care giver leave.

F9.9 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

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

F9.11 An employee must make an application to the head of service to access their purchased leave entitlement.

F9.12 Having considered the requirements of this clause the head of service may approve an employee's application to access purchased leave. A decision not to approve the leave must be made in accordance with subclause F2.1.

F9.13 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.

F9.14 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.

F9.15 Purchased leave must be used within the agreed acquittal period, not exceeding twelve months from the date of commencement in the scheme. Purchased leave not taken within the agreed acquittal period will be forfeited and the value of the leave refunded to the employee at the end of the acquittal period.

Rate of Payment

F9.16 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.

F9.17 Purchased leave will be paid for by a fortnightly deduction from the employee's pay over an agreed acquittal period not exceeding twelve months from the date the employee commences participation in the scheme.

F9.18 Fortnightly deductions, from the employee's pay, will commence as soon as practicable following approval of the employee's application to participate in the purchased leave scheme. The deductions will be calculated on the employee's pay at the date of commencement of participation in the scheme, the amount of leave to be purchased and the agreed acquittal period.

F9.19 Despite F9.18, if the employee's pay changes during the acquittal period the employee may seek approval for the deduction to be recalculated.

F9.20 Fortnightly tax deductions will be calculated on the employee's gross pay after the deduction has been made for purchased leave.

F9.21 Subject to subclause F9.22, allowances in the nature of pay may be included in the calculation of purchased leave payments 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.

F9.22 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

F9.23 Leave taken as purchased leave will count as service for all purposes.

F9.24 Public Holidays for which the employee is entitled to payment that fall during periods of absence on purchased leave will be paid as a normal public holiday and will not be deducted from the employee's purchased leave balance.

F9.25 Purchased leave will not affect the payment and timing of pay increments or the accrual of other forms of leave.

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

Access to other Leave Entitlements

F9.27 Where an employee provides a certificate from a registered health professional operating within their scope of practice for a personal illness occurring during a period of absence on purchased leave, the employee will have the purchased leave re-credited for that period covered by the certificate, and substituted by personal leave.

F9.28 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 F9.29, remain in the scheme and have pay deductions continue during the period of paid maternity or primary care giver's leave.

F9.29 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.

F9.30 An employee participating in the scheme who is in receipt of paid workers' compensation will have pay deductions for purchased leave continue. Normal conditions for purchased leave will apply for employees on graduated return to work programs; however entry into the scheme should be discussed with the rehabilitation case manager.

F.10 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.

F.11 CHRISTMAS SHUTDOWN

Purpose

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

Eligibility

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

Entitlement

F11.3 Employees are entitled to 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 An employee, other than an employee to whom subclauses F11.6 or F11.7 apply, who is directed to work during the Christmas shutdown period will be entitled to either:

a) take paid absence equivalent to the time worked at a time agreed between the employee and the relevant manager/supervisor; or

b) elect to receive a payment equivalent to the time worked at the employee's ordinary rate of pay. The payment for time worked is in addition to the entitlement under subclause F11.3.

F11.6 Employees who are working under rostering arrangements during the Christmas shutdown period will be entitled to either:

a) take paid absence at a time agreed between the employee and the relevant manager/supervisor; or

b) elect to receive a payment at the employee's ordinary rate of pay,

equivalent to the time worked, or the time the employee would have worked had the employee been rostered to work.

F11.7 An employee who is working under rostering arrangements who is required to work on a rostered day off which falls on either of the Christmas shutdown days shall receive payment of overtime at the appropriate rate for the attendance. The payment of overtime is in addition to the entitlement under subclause F11.6. These days are not public holidays and therefore public holiday rates do not apply.

F11.8 Part time employees whose regular part time hours do not fall during the Christmas shutdown period will not be entitled to the additional two days of paid absence. Nothing in this clause is intended to reduce or increase a part time employee's pay entitlement for the pay period in which the Christmas shutdown period falls.

Rate of Payment

F11.9 Christmas shutdown absence is granted with pay.

Effect on Other Entitlements

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

F.12 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 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.

F12.15 Compassionate leave that is granted under subclause F12.5 is not deducted from an employee's personal leave balance.

F12.16 Compassionate leave that is granted under subclause F12.6 is deducted from an employee's personal leave balance.

Access to Other Leave Entitlements

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

F.13 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 twelve 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 twelve 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 twenty three days in any twelve month period.

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

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.

F.14 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 twenty weeks of the expected date of birth of the child. Where an employee's pregnancy terminates more than twenty weeks before the expected date of birth of the child any maternity leave which has been prospectively approved will be cancelled.

Eligibility – Paid Maternity Leave

F14.4 An employee who is eligible for maternity leave and who has completed twelve months of continuous service, including recognised prior service, is eligible for paid maternity leave.

F14.5 An employee who is eligible for maternity leave and who completes twelve months of continuous service within the first eighteen weeks of maternity leave is eligible for paid maternity leave for the period between completing twelve months of service and the end of the first eighteen weeks of maternity leave.

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 eighteen weeks of maternity leave.

Entitlement

F14.7 An eligible employee is entitled to be absent for up to fifty two weeks maternity leave for each pregnancy. To avoid doubt, the entitlement under this clause does not increase in cases of multiple births.

F14.8 Subject to subclause F14.4, an employee who is eligible for paid maternity leave is entitled to be paid for the first eighteen weeks of maternity leave and this entitlement is in addition to the Federal paid parental leave scheme.

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 twenty weeks (either side) of the expected date of birth of the child; or

d) for all other eligible employees, on the first day of maternity leave.

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.

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 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 twelve- month period directly preceding maternity leave, the rate of payment for the paid component of their maternity leave, which will be capped at full time rates, will be calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the twelve-month period immediately before the period of maternity leave commences.

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 thirty six 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 fifty two 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 fifty two 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.

F.15 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 twenty eight weeks of the expected date of birth, other than by the birth of a living child.

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

F.16 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 twelve 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 twelve months of continuous service within eighteen weeks of becoming the primary care giver for a child is eligible for primary care giver leave for the period between completing twelve months of qualifying service and the end of the first eighteen weeks of becoming the primary care giver of the child.

Entitlement

F16.6 An eligible employee is entitled to eighteen weeks of paid leave in relation to each birth and this entitlement is in addition to the Federal paid parental leave scheme. To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or care and protection orders that apply to more than one child.

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.

F16.14 For the purposes of this clause a newborn is considered to be a baby of up to fourteen weeks old. In extenuating circumstances, the head of service may approve primary care giver leave when a newborn is more than fourteen weeks old.

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 eighteen 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 twelve-month period directly preceding primary care giver leave, the rate of payment for the paid component of their primary care giver leave, which will be capped at full time rates, will be calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the twelve-month period immediately before the period of primary care giver leave commences.

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 thirty six 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.

F.17 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.

F17.6 An employee is entitled to apply and will be granted an additional year of parental leave for up to two occasions of birth, adoption or commencement of a permanent caring arrangement, provided 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.

F.18 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 twelve months following the birth or adoption or commencement of a permanent caring arrangement for a child, subject to a minimum period of two weeks at a time unless a shorter period is agreed by the head of service.

F18.6 The entitlement under sub-clause F18.5 will be reduced by the extent of the entitlement accessed by an employee under sub-clause 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 fourteen 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 fourteen weeks (not applicable in cases of adoption or permanent caring arrangements); or

b) an adopted child or child who is the subject of a permanent caring arrangement over the age of eighteen 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.

F.19 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 fifty two weeks of grandparental leave, in relation to each grandchild under care. This leave may be taken over a period not exceeding five years.

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.

F.20 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 twelve 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 twelve months of continuous service within eighteen weeks of becoming the primary care giver for an adopted child or a child for whom the employee has a permanent caring responsibility is eligible for adoption or permanent care leave for the period between completing twelve months of qualifying service and the end of the first eighteen weeks of becoming the primary care giver of the child.

Entitlement

F20.6 An eligible employee is entitled to eighteen weeks of paid leave in relation to each occasion of adoption or commencement of a permanent caring responsibility.

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 sub-clause 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 twelve month period directly preceding adoption or permanent caring leave, the rate of payment for the paid component of their adoption or permanent care leave, which will be capped at full time rates, will be calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the twelve month period immediately before the period of adoption or permanent care leave commences.

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 thirty six 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.

F.21 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 twelve 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/shifts of leave.

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

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/shifts.

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.

F.22 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/shifts 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 Unforseen 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:

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

or to access:

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

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

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

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 Unforseen 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 unions 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, Treasury and Economic Directorate will commence this work in consultation with ACTPS workplace unions not later than six months from the commencement of this Agreement.

F.23 RECOVERY LEAVE ARRANGEMENTS FOR HEALTH PROFESSIONAL LEVEL 5 AND 6 AND EQUIVALENT EMPLOYEES

F23.1 The ACTPS has a responsibility to minimise the extent to which excessive hours are worked by Health Professional Level 5 and 6 (or equivalent) employees. As far as practicable, directorates and business units will develop strategies to try to reduce the incidence of excessive hours being worked by this group of employees.

F23.2 The working arrangements, including working hours, for an employee who is a Health Professional Level 5 or 6 (or equivalent classification) will be agreed between the employee and the 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 ACTPS and/or the relevant business unit; and

b) the interests of the employee in achieving a reasonable work-life balance.

F23.3 Health Professional Level 5 or 6 (or equivalent) employees may be required to work extensive hours over a significant period because of the nature of their duties and responsibilities.

F23.4 In recognition of extensive hours performed, recovery leave arrangements set out in subclause F23.5 will apply. These arrangements do not apply to:

a) casual employees; or

b) Health Professional Level 5 and 6 (or equivalent) employees who work shift work; or

C) officers with a pay less than that of a Health Professional Level 5 (or equivalent) who have been. or will be, performing the duties of a position of Health Professional Level 5 or 6 (or equivalent) for a continuous period of less than four months.

F23.5 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 to be taken within twelve months of the credit being granted, at a time agreed between the employee and the manager/supervisor; and

b) those days not taken by the employee within twelve 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.

F23.6 Employees who become eligible for recovery leave part way through the twelve month period commencing on 1 April will be provided with a pro-rata credit rounded up to the nearest whole day.

F23.7 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.

F23.8 Employees will not receive payment on separation from the ACTPS of any unused recovery leave entitlement.

F.24 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 twelve months the head of service may, with the employee's written consent, declare the employee unattached.

F.25 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 not less than seven days/shifts if the employees so request; and

b) long service leave may be taken on double, full or half pay when approved by the head of service and subject to operational requirements, with credits to be deducted on the same basis; or

c) having considered his or her work-life balance, an employee may, in writing, request the approval of the head of service to the partial or full payment in lieu of 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

G.1 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 union(s).

G1.3 The head of service will provide relevant information to assist the employees and the union(s) to understand the reasons for the proposed changes and the likely impact of these changes so that the employees and union(s) are able to contribute to the decision making process.

G1.4 For the purpose of providing effective consultation:

a) adequate time will be provided to employees and the union(s) to consult with the relevant Directorate;

b) DCC's 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 Directorate Consultative Committee 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, Treasury and Economic Development Directorate will consult with the union(s) and employees prior to the finalisation of any significant changes or any new provisions in the PSM Act and the PSM Standards and any new service wide policy statements or guidelines that relate to the provisions of this Agreement.

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 employee(s) 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.

G.2 DISPUTE AVOIDANCE/SETTLEMENT PROCEDURES

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

a) matters arising in the workplace, including disputes about the interpretation or implementation of the Agreement; and

b) the application of the National Employment Standards.

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

G2.3 All persons covered by this Agreement agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of, disputes.

G2.4 An employee who is a party to the dispute may appoint a representative, which may be a relevant union, for the purposes of the procedures of this clause.

G2.5 In the event there is a dispute, the following processes will apply.

G2.6 Where appropriate, the relevant employee or the employee's representative will discuss the matter with the 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.

G.3 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) vacation childcare subsidy (subclause E11.1);

b) family care costs (subclause E12.1); and

c) emergency duty (clause C17).

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.

G.4 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.

G.5 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.

G.6 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 union(s) to represent its employees who are members, or eligible to become members of the union(s).

G6.2 The FW Act prescribes the purpose and manner under which the union(s) may exercise right of entry in the workplace. The ACTPS will grant the union(s) access in accordance with the FW Act.

G6.3 In addition, the ACTPS will:

a) allow union officials and employees, who are permit holders, to enter ACTPS workplaces for normal union business or to represent employees, to meet with management or members and to distribute or post material, provided that work is not disrupted;

b) allow the union(s) to meet with new ACTPS employees who are members, or who are eligible to become members, of the union(s), at a time during normal working hours which the union(s) and the 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 union(s) which the union(s) has given the ACTPS; and

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

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.

G.7 CO-OPERATION AND FACILITIES FOR UNIONS AND OTHER EMPLOYEE REPRESENTATIVES

G7.1 For the purpose of ensuring that union(s) and other employee representatives who are employees of the ACTPS can effectively fulfil their employee representative role under this Agreement, the following provisions 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 union(s) and other employee representatives to assist them to fulfil their representative obligations, duties and responsibilities having regard to the ACTPS's statutory obligations, operational requirements and resources.

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.

G.8 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 fifteen days/shifts 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 fourteen days/shifts notice in writing.

G8.3 The ACTPS will accept any short course conducted or accredited by a relevant employee organisation (for example, union(s), the Australian Council of Trade Unions or the ACT Trades and Labour Council) as a course to which subclause G8.1 applies.

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

G.9 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.

G.10 SUPERANNUATION

G10.1 The Government will, through the Chief Minister, Treasury and Economic Development Directorate, consult with unions and employees on changes to superannuation legislation that may be proposed by the Commonwealth.

Section H - Workplace Values and Behaviours

H.1 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.

H.2 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;

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.

H.3 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.

H.4 UNDERPERFORMANCE

H4.1 Under this clause, procedures are established for managing underperformance by an employee.

H4.2 This clause applies to all employees, except casual employees. In applying these procedures to officers on probation, temporary employees engaged for over six months, or eligible casual employees, the head of service may determine that procedures and practices throughout clause H4 may be applied on an appropriate and proportionate basis according to the circumstances of the case, and in accordance with the principles of procedural fairness and natural justice.

H4.3 The objectives of these procedures are to:

a) provide advice and support to an employee whose performance is below the standard required; and

b) to provide a fair, prompt and transparent framework for action to be taken where an employee continues to perform below expected standard.

H4.4 Consistent with good management practice, concerns about underperformance should be raised by the manager/supervisor with the employee at the time that the concerns arise. The manager/supervisor should offer advice and support to the employee to overcome these concerns. The manager/supervisor should inform the employee that the following procedures might be invoked if the underperformance continues.

H4.5 In order to ensure that these procedures operate in a fair and transparent manner, the manager/supervisor will be responsible for documenting all relevant discussions. The employee must be given the opportunity to comment on any records before signing them.

H4.6 All parties have an obligation to participate in underperformance processes in good faith.

Step One: Action Plan

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

H4.8 After taking into account the comments from the employee, the manager/supervisor must prepare an action plan in consultation with the employee.

H4.9 The manager/supervisor will invite the employee to have a support person, who may be the employee's union or other employee representative, present at discussions to develop the action plan and will allow reasonable opportunity for this to be arranged.

H4.10 The action plan will:

a) identify the expected standards of work required of the employee on an on-going basis;

b) identify and/or develop any learning and development strategies that the employee should undertake;

c) outline the potential underperformance actions that may be taken if the employee does not meet the expected standards;

d) specify the action plan period, which should not normally be less than one month and should not exceed six months to allow the employee sufficient opportunity to achieve the required standard; and

e) specify the assessment criteria to be measured within the action plan period.

H4.11 Any current performance agreement will be suspended during the period of the action plan. Any incremental advancement action for the employee will be suspended during the action plan period.

Step Two: Regular Assessment

H4.12 During the action plan period, the manager/supervisor will make regular written assessments (desirably every fortnight) of the employee's work performance under the action plan. The employee will be given an opportunity to provide written comments on these assessments.

H4.13 If the manager/supervisor considers that further assessment time is needed the manager/supervisor may extend the action plan period. However, the extended assessment time must not result in the action plan exceeding six months duration. The manager/supervisor will inform the employee in writing of the decision to extend the assessment time and the duration of the action plan.

Step Three: Final Assessment / Report

H4.14 If at the end of the action plan period, the manager/supervisor assesses the work performance of the employee as satisfactory, no further action will be taken under these procedures at that time. The manager/supervisor will inform the employee in writing of this decision.

H4.15 If at the end of the action plan period, the manager/supervisor assesses the work performance of the employee as not satisfactory, the manager/supervisor will provide a report including the assessment and reasons for the assessment to the head of service.

Step Four: Underperformance Action

H4.16 The head of service will advise the employee in writing:

a) of the assessment and reasons for the manager's/supervisor's assessment;

b) of the underperformance action/s (subclause H4.17) proposed to be taken and the reasons for proposing this action;

c) of the employee's right to respond in writing to the proposed action within a period of not more than seven calendar days.

H4.17 At any time after seven calendar days from the date the head of service advised the employee under subclause H4.16, and after considering any response from the employee, the head of service may decide to take one or more of the following underperformance actions:

a) transfer the employee to other duties (at or below current pay);

b) defer the employee's increment;

c) reduce the employee's incremental point;

d) temporarily or permanently reduce the employee's classification and pay;

e) remove any monetary benefit derived through an existing Attraction and Retention Incentive (or existing SEA);

f) terminate the employee's employment.

H4.18 The head of service will inform the employee in writing of the decision made under subclause H4.17, the reasons for the decision and the appeal mechanisms available under this Agreement.

H4.19 At any time in these procedures, the employee may elect to be retired on the grounds of inefficiency.

H.5 APPEAL RIGHTS

H5.1 The employee has the right under Section J to appeal any underperformance action taken under subclause H4.17, 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.

H.6 MISCONDUCT & 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.

H.7 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 Resource 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.

H.8 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) overtime (but not overtime meal allowance) and shift penalty payments where there is a regular and consistent pattern of extra duty or shift work being performed over the previous six months which would have been expected to continue but for the suspension from duty; and

c) any other allowance or payment (including under a Attraction and Retention Incentive entered into in accordance with Annex B to 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 thirty calendar days, unless exceptional circumstances apply;

b) the employee may apply to the head of service for permission to seek alternate employment outside the ACTPS for the period of the suspension or until the permission is revoked;

c) in cases of demonstrated hardship, the employee may access accrued long service leave and/or annual leave;

d) the employee may apply to the head of service for the suspension to be with pay on the grounds of demonstrated hardship.

H8.10 The suspension without pay should be reviewed every thirty calendar days unless the head of service considers that, in the circumstances, a longer period is appropriate.

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.

H.9 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 twenty four hours written notice prior to conducting an interview, and advise the employee if the interview is to be recorded electronically; and

d) advise the employee that the employee may have a second person present during the interview, who may be the employee's union representative or other individual acting as support person and will allow reasonable opportunity for this to be arranged; and

e) as soon as practicable take any further steps considered necessary to establish the facts of the allegations; and

f) provide a record of the interview to the employee to correct any inaccuracies in the record and to provide any further response in relation to the allegations before signing the record. If the employee elects not to sign the record, then details of the offer will be noted; and

g) provide a written report to the 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.

H.10 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 Attraction and Retention Incentive (or existing SEA);

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 fourteen 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.

H.11 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.

H.12 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

I.1 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.

I.2 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 a Attraction and Retention Incentive (ARINs), Special Employment Arrangements (SEAs) or a pre FW Act Australian Workplace Agreement (AWA));

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, as set out in the ACT Public Service Administrative and Related Classifications Enterprise Agreement 2013-2017) 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.

I2.2 Employees may seek a review under this Section of the processes leading to decisions under I2.1 (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 twelve months or more in a position above Administrative Services Officer Class 6 or equivalent classification.

I.3 INITIATING A REVIEW

I3.1 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.

I3.2 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.

I3.3 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.

I.4 REVIEW PROCESS

I4.1 Where appropriate, and agreed by the employee who made the application under clause I3, 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 I4.3. The mediator will be agreed between the employee and the head of service.

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 fourteen calendar days of the date of any decision under subclause I4.7, including, the reasons for any decision not to consider the application.

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 fourteen 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 fourteen 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 fourteen 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.

I.5 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 clause G2.15.

Section J - Appeal Mechanism

J.1 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 twelve months or more in a position at or below Administrative Service Officer Class 6 (or equivalent classification) as set out in the ACT Public Service Administrative and Related Classifications Enterprise Agreement 2013-2017;

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 H4.17 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.

J.2 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 fourteen 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.

J.3 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.

J.4 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 fourteen calendar days, for not accepting their referral for further investigation.

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 fourteen 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 fourteen 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.

J.5 COSTS

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

J.6 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 clause G2.15.

Section K - Redeployment and Redundancy

K.1 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.

K.2 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.

K.3 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 union(s), the following issues (as appropriate in each case):

a) the number and classification of officers in the part of the Directorate affected;

b) the reasons an officer is or officers are likely to be excess to requirements;

c) the method of identifying officers as excess, having regard to the efficient and economical working of the relevant Directorate and the relative efficiency of officers;

d) the number, classification, location and details of the officers likely to be excess;

e) the number and classification of officers expected to be required for the performance of any continuing functions in the part of the Directorate affected;

f) measures that could be taken to remove or reduce the incidence of officers becoming excess;

g) redeployment prospects for the officers concerned;

h) the appropriateness of using voluntary retirement; and

i) whether it is appropriate for involuntary retirement to be used if necessary.

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 union(s).

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 union(s) 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 relevant Directorate's requirements.

K3.5 The head of service will comply with the notification and consultation requirements for union(s) and Centrelink about terminations set out in the FW Act.

K.4 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 relevant directorate will supplement the costs of independent, accredited financial counselling incurred by each officer who has been offered voluntary redundancy up to a maximum of $1000. The head of service will authorise the accredited financial counsellors to invoice the relevant directorate directly.

K.5 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.

K.6 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) twenty-six 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 twelve months immediately preceding the date on which he or she receives notice of retirement, the pay level will be the officer's pay in such higher position at that date;

b) where an officer has, during 50% or more of pay periods in the twelve months immediately preceding the date on which he or she receives notice of retirement, been paid a loading for shiftwork or are paid a composite pay, the weekly average amount of shift loading received during that twelve month period will be counted as part of "weeks pay";

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

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.

K.7 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%.

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 actually excess officer; or

b) in the case of an officer who is invited by the head of service to submit an election to be retired - one month after the day on which the election is invited,

whichever is the earlier.

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:

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.

K.8 INVOLUNTARY RETIREMENT

K8.1 An excess officer may be made involuntarily redundant, subject to the agreement of the union(s). This clause applies to excess officers who are not:

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 union(s), 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 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.

K.9 INCOME MAINTENANCE PAYMENT

K9.1 An officer who has been receiving a higher rate of pay for a continuous period of at least twelve 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.

K.10 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.

K.11 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.

K.12 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.

K.13 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.

K.14 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

L.1 GAINING EMPLOYEES

L1.1 Despite anything to the contrary in the PSM Act, this Section applies where the Directorate:

a) gains the holder of an office (a new employee) who has been transferred under section 15(5) of the PSM Act; or

b) gains an employee (a new employee) under section 16(2) of the PSM Act; or

c) gains an unattached officer (a new employee) under section 119 of the PSM Act; or

d) gains an employee (a new employee) as a result of a management initiated transfer or transfer arising from changes to the Administrative Arrangement Orders.

L1.2 Subject to subclauses L1.3 and L1.4, the terms and conditions of this Agreement will apply to the new employee.

L1.3 In applying the terms and conditions of this Agreement to a new employee, the head of service will determine, following transfer of the employee to this Directorate, the pay and classification of the new employee according to the following principles:

a) the head of service will determine the new employee's classification (called the "new classification") for the purposes of this Agreement and the conditions of employment (excluding pay) will be solely in accordance with the conditions applicable to that classification under this Agreement with accrued entitlements being preserved in accordance with clause L2;

b) if the new employee's current pay (after any necessary adjustments required by clause L2) is within the range of pays for the new classification, the new employee will continue to receive that pay;

c) if the lowest pay in the range of pays applicable to the new classification is higher than the new employee's current pay, the employee's pay will be increased to the lowest pay applicable to the new classification or the appropriate relativity in the new incremental range;

d) if the highest pay in the range of pays applicable to the new classification is less than what the new employee is currently being paid then:

i. the employee's pay will be frozen at its current level; and

ii. despite anything to the contrary in this Agreement, the employee will not receive any increase in pay unless and until the highest pay applicable to the employee's classification under this Agreement equals or exceeds the employee's current pay, at which time the employee will receive the highest pay applicable to the employee's classification under this Agreement together with any future increases under this Agreement.

L1.4 A new employee who, at the time the employee was transferred to the Directorate, was working under approved flextime arrangements, will be entitled to continue the flextime arrangements in the Directorate. This provision will apply unless otherwise agreed by the head of service and the employee, or until a new enterprise agreement for the Directorate commences operation under the FW Act.

L1.5 The provisions of the PSM Act dealing with promotions or transfers do not apply to anything done in connection with the implementation of this Section. In particular, any increase in a new employee's pay or classification is deemed not appealable as a promotion and does not require the new employee's position to be advertised.

L.2 PRESERVATION OF ACCRUED ENTITLEMENTS

L2.1 New employees will not lose the benefit of accrued entitlements upon joining the Directorate. Accordingly, the new employee's overall level of accrued entitlements will be preserved according to the following principles:

a) where the accrued entitlements are consistent with this Agreement, these entitlements will be preserved but may only be accessed in a manner consistent with the provisions of this Agreement;

b) where the accrued entitlements are not consistent with this Agreement and/or cannot be accessed in a manner consistent with this Agreement, then these entitlements will be converted into entitlements or benefits consistent with this Agreement at the discretion of the head of service in consultation with the employee.

L2.2 This clause must be implemented in such a way that an employee is no worse off in terms of the overall level of accrued entitlements.

L.3 ESTABLISHMENT OF A NEW ACTPS DIRECTORATE

L3.1 If a new ACT Government Directorate is established the terms and conditions of this Agreement will apply for twelve months from the establishment of the new Directorate or for seven days after an enterprise agreement for the new Directorate is approved by the FWC, whichever occurs first, to the following:

a) an officer who occupies an office in this Directorate that is transferred to the new Directorate under machinery of government, management or government initiated changes; or

b) an employee or unattached officer in this Directorate who is transferred to the new Directorate under machinery of government, management or government initiated changes; or

c) an officer or employee in this Directorate who is appointed to or engaged in an office that was transferred to the new Directorate under machinery of government changes; or

d) an officer or employee in this Directorate who is engaged in a new office created by the new Directorate, where the officer or employee is engaged in one of the classifications in Annex A of this Agreement.

L3.2 If an office is established in a new Directorate, the terms and conditions of this Agreement will apply:

a) to an occupant of that office if it was established to support functions and/or matters that had been performed by this Directorate before the establishment of the new Directorate;

b) for twelve months from the establishment of the new Directorate or seven days after an enterprise agreement for the new Directorate is approved by the FWC, whichever first occurs.

L.4 APPEAL RIGHTS

L4.1 A new employee may seek a review under Section I about decisions made under this Section affecting the employee's terms and conditions of employment in the new Directorate.

Section M - Fire Related Activities

M.1 APPLICATION

M1.1 Section M applies to employees from any directorate who occupy a "*fire designated position*" or who have been nominated by the head of service and approved by the Executive Director of Parks and City Services (PCS) in the Territory and Municipal Services Directorate (TAMSD) to undertake fire management duties as directed.

M.2 FIRE DESIGNATED POSITIONS

M2.1 The head of service, with approval from the Executive-Director PCS, will identify a number of positions as "*fire designated positions*". The position descriptions of these "*fire designated positions*" will clearly have fire-related activities identified as an essential duty and major part of the role. An employee's career opportunities will not be disadvantaged as a result of undertaking these fire-related activities.

M2.2 Any new identification of positions as "*fire designated positions*" for existing employees will be agreed between TAMSD, the relevant manager/supervisor and the employee, with consideration given to incident management requirements and the ability of the occupant to undertake training and meet fitness standards.

M2.3 TAMSD will maintain a fire readiness roster based on a minimum of 140 occupied and "*fire designated positions*". All nominated employees must be available to meet the roster requirements.

M2.4 The head of service will authorise for nominated employees (as agreed by the Executive-Director PCS), including those that occupy a designated position, to undertake fire management duties and to undertake all requisite training and fitness assessments.

M2.5 The roster will take account of family responsibilities and other relevant factors brought to the attention of the head of service by the employee or the employee's representative. Those factors will be taken into account to the extent possible, provided the agreed standard of coverage, as contained in the Memorandum of Understanding (MOU) between TAMSD and Emergency Services, is maintained at all times.

M.3 TRAINING

M3.1 All nominated employees will be required to complete minimum competency based fire training. This will include an annual fire preparedness session to update employees' knowledge of fire behaviour and safety, as well as an annual fitness assessment.

M.4 FITNESS STANDARDS

M4.1 All employees in "*fire designated positions*" must demonstrate the specified fitness standard on an annual basis, as follows:

a) Arduous: ability to complete a 4.8km hike with a 20kg pack in 45 minutes; or

b) Moderate: ability to complete a 3.2km hike with an 11kg pack in 30 minutes.

M4.2 Employees whose positions are designated to undertake fire suppression tasks on an active fire ground and who are unable to meet the specified fitness standard will be required to participate in a fitness improvement program funded and approved by TAMSD.

M4.3 Employees who do not meet the fitness standard will be given adequate support and encouragement to meet the fitness standard but will not be eligible to participate in fire suppression tasks until they are able to meet the fitness standard. If possible, these employees will be assigned non fire suppression tasks until they are able to demonstrate the specified fitness standard. If non fire suppression tasks are not available they will be excluded from the readiness roster.

M.5 ROSTERING AND DUTY ALLOCATION

M5.1 Employees in a "*fire designated position*" or who have been nominated to undertake fire management tasks will be included on a readiness roster during each bush fire season. The roster will be prepared to take account of employee's leave requirements to the extent possible, provided that all positions on the roster are filled at all times during the bushfire season.

M5.2 Employees on the readiness roster will undertake nominated duties during regular work hours as directed by the rostered fire duty officer. In the event of a fire, suppression tasks will take priority over the nominated duties.

M5.3 Employees on the readiness roster will remain on duty (possibly beyond the end of their regular shift) until the end of the standby period for each day.

M.6 DEFINITION OF INCIDENT LEVELS, COMMENCEMENT AND CESSATION

M6.1 An incident is defined as an unplanned fire (wildfire) requiring the attendance of an authorised brigade member or appliance, where that member or appliance has been directed to attend by a suitably authorised Brigade member or the ACT Rural Fire Service (RFS).

M6.2 Three levels of incident, for the purposes of Incident Rate of Pay (IROP), are defined as follows:

a) Level 1 Incident: A small and comparatively simple wildfire that is contained by first response crews without the requirement for a second shift and the incident controller is based in the field. There is no formal declaration of Level 1 Incidents.

b) Level 2 Incident: A larger and/or more complex incident where sectors and an incident management team have been established to effectively manage resources, is attended by more than one agency, may involve more than one shift and has been declared a Level 2 Incident by the Manager, Fire PCS.

c) Level 3 Incident: A large and/or complex incident where divisions, sectors and an incident management team have been established to effectively manage resources, is attended by more than one agency, involves more than one shift and has been declared a Level 3 Incident by the Manager, Fire PCS.

M6.3 IROP will be payable from when an employee is deployed to an incident from their depot or overnight accommodation by a suitably authorised Brigade member or the RFS until they return to their depot or overnight accommodation. IROP will not be payable in the event that an employee is deployed to an incident but the deployment is cancelled before they arrive at the incident.

M6.4 An incident can be physically located in the Australian Capital Territory or any other State or Territory in Australia. IROP is not payable for travel from, or to, the ACT at the beginning or end of an interstate deployment.

M.7 DEFINITIONS FOR FIRE RELATED ACTIVITIES

M7.1 The following definitions apply to fire related activities:

Standby – means to be ready or available to act and be prepared for advice to proceed.

Stand down – means to end a period of standby, return to normal duty.

Readiness roster – means a roster detailing employees available for standby.

M.8 INCIDENT RATE OF PAY (IROP)

M8.1 IROP will be payable whenever employees are directed to attend and perform an identified role at an unplanned fire suppression incident by a suitably authorised TAMSD employee, or suitably authorised member of the ACT Rural Fire Service. IROP is not payable during periods of standby or for prescribed burning activities.

M8.2 IROP payments will not count as salary for any other purpose. Payment will be made as higher duties allowance (HDA) at the top increment of the pay scale as provided for in this clause. Despite subclauses C9.5 and C9.6, overtime payments for the purpose of this clause will be paid at the top increment of the Incident Position as provided for in this clause or at the employees ordinary hourly rate of pay, whichever is the greater. All overtime payments will be in accordance with subclauses C9.11 to C9.15 inclusive.

Level 1 Incident

Incident Position	Rate of Pay (paid at top increment)
Crew Member	GSO 5
Crew Leader (light unit, tanker, RAFT)	GSO 6
Sector Leader (Incident Controller for Level 1)	GSO 8

Level 2 Incident

Incident Position	Rate of Pay (paid at top increment)
Crew Member	GSO 6
Crew Leader (light unit, tanker, RAFT)	GSO 7
Sector Leader	GSO 9
Divisional Commander	GSO 10
Incident Management Team (IMT) member	ASO 6
Operations Officer, Logistics Officer, Planning Officer (IMT)	SOG C
Incident Controller	SOG B

Level 3 Incident

Incident Position	Rate of Pay (paid at top increment)
Crew Member	GSO 7
Crew Leader (light unit, tanker, RAFT)	GSO 9
Sector Leader	GSO 10
Divisional Commander	SOG C
Incident Management Team (IMT) member	SOG C
Task Force Leader	SOG C
Liaison Officer	SOG C
Operations Officer, Logistics Officer, Planning Officer (IMT)	SOG B
Incident Controller	SOG A

M8.3 Where an employee's ordinary hourly rate of pay exceeds the IROP payable, the employee will be paid at their ordinary hourly rate of pay.

M.9 OTHER PAYMENTS AND BENEFITS

M9.1 The Travel allowance provided at Annex C of this Agreement will be paid for travel between work locations where an employee is directed to undertake fire standby duties at a location other than their normal work location and is required to travel to the standby location in their own motor vehicle.

M9.2 Fire Fighters leave will accrue (pro-rata) at the rate of half a day for each Saturday or Sunday worked in a fire season, to a total of five days leave. That is, for each Saturday or Sunday that an employee works, an employee will accrue a half day of leave, so if they work a whole weekend they will have accrued one full day of leave. If there are any changes to the Fire Danger and Readiness levels, as set by the Emergency Service Agency, this will trigger a review of the above agreed terms.

M9.3 A Training and Fitness Allowance of $200 will be paid at the commencement of each fire season to employees who undertake fire management duties, meet the fire competency at the arduous fitness standard, and attend the fire preparedness day. Where an employee otherwise meets the fire competency at the moderate fitness standard, an allowance of $100 will be paid.

Section N - Health Professional Classification

N.1 APPLICATION

N1.1 Section N applies to employees from any directorate who occupy a position having a classification of Health Professional as listed in Annex A.

N.2 NEW GRADUATES

N2.1 All new graduates covered by this Section will enter the structure at the Health Professional 1 level at a pay point commensurate with the required qualification as follows:

- Two year qualification – 1st pay point
- Three year qualification – 2nd pay point
- Four year qualification – 3rd pay point
- Five year qualification – 4th pay point
- Six years or more – 5th pay point

N2.2 New graduates will remain at the Health Professional 1 level for a minimum 12 months. This period may extend past twelve months depending on the discipline specific requirements.

N2.3 Any previous post graduation, supervised and paid experience with another employer, will be recognised for the purposes of subclause N2.1.

N2.4 A new graduate that does not meet the discipline specific requirements to progress to the HP2 level after the relevant new graduate period, will be placed on a 3 month underperformance plan. If the requirements are not met within the three months the employee will be deemed to be unable to fulfil the inherent requirements of the position and may be terminated in accordance with paragraph H4.17(f) of this Agreement.

N2.5 A new graduate that meets the discipline specific requirements at the end of the relevant new graduate period will be directly appointed to the Health Professional 2 level one increment above that previously occupied in the Health Professional 1 level.

N2.6 A HP1 employed in a registrable profession must meet full registration requirements before progressing to HP2 or above.

N.3 HP3 PERSONAL UPGRADE

N3.1 The top two pay points of the HP3 may only be accessed once a HP3 has been assessed as meeting the requirements of the Recognition of Excellence Scheme.

N3.2 The Recognition of Excellence Scheme will be reviewed by the end of 2014, in order to determine if the scheme is delivering the best outcome for both staff and the ACTPS.

N3.3 The existing scheme will continue to operate in 2014 and 2015

N3.4 The parties acknowledge that the review could recommend the removal of access to the top two pay points of the HP3. Should this occur, staff who have already progressed or who may progress in 2014/15 and 2015/16 under the current Scheme will retain access to those pay points, including eligibility for incremental advancement.

N3.5 Any replacement arrangements, including removal of access to the top two pay points of the HP3, may be implemented during the life of the agreement, but only with the agreement of the unions and/or other employee representatives.

Section O - Community Services Directorate Specific Matters

O.1 APPLICATION

O1.1 Section O applies to employees employed in the Community Services Directorate (CSD).

O.2 OFFICE FOR CHILDREN, YOUTH AND FAMILY SUPPORT (OCYFS) FRONTLINE STAFF MAXIMUM FLEXTIME CREDIT

O2.1 The provisions of clause B7 (Flextime) apply to Frontline OCYFS employees.

O2.2 In accordance with subclause B7.12, and subject to subclause O2.3, an employee's maximum flextime accrual can be varied by agreement between the employee and the employee's manager/supervisor, up to a maximum equal to the employee's fortnightly hours of duty.

O2.3 An extension of an employee's maximum flextime accrual under O2.2 will be agreed only following a discussion between the employee and the employee's manager/supervisor. In agreeing to an extension of the maximum flextime accrual the employee and the employee's manager/supervisor will give consideration to the health and safety of the employee.

O2.4 This provision will cease on expiry of this Agreement.

O.3 CSD HEALTH PROFESSIONAL OFFICERS/COMMUNITY SERVICES PROFESSIONALS OVERTIME ARRANGEMENTS

O3.1 In accordance with subclauses C9.5 and C14.3, the head of service may approve the payment of on-call and overtime to employees at or above the HP4 level where exceptional circumstances exist.

O3.2 The head of service may also approve overtime payments at a rate of payment above the overtime barrier.

O.4 OCYFS HEALTH PROFESSIONAL QUALIFICATION REVIEW

O4.1 Until such time as the Work Level Standards for Community Services Professionals are reviewed, and agreed between the relevant union and the head of service, the Work Level Standards for Health Professional Officers will apply.

O4.2 Relevant tertiary qualifications for Community Services Professionals are Social Work, Psychology, Social Welfare, Social Science or a related discipline.

Section P - Education and Training Directorate Specific Matters

P.1 APPLICATION

P1.1 Section P applies to employees employed in the Education and Training Directorate.

P.2 RECORDING OF ATTENDANCE

P2.1 All employees are required to record their attendance.

P2.2 The employee is responsible for ensuring their attendance record is accurate.

P2.3 Attendance details must be recorded using the appropriate approved format and a hard copy retained for a period of two years. Absences during normal hours of duty should be recorded in the same manner.

P2.4 Employees at or below the HP4 level or equivalent must record the time of their arrival and departure to and from the workplace each day at the actual time they arrive or depart unless they temporarily leave the workplace during normal working hours on official business.

P2.5 Arrival and departure times should not be adjusted in any way.

P2.6 A breach of this clause would constitute misconduct and may be dealt with under section H (Workplace Values and Behaviours).

P.3 HP4 (OR EQUIVALENT) TIME IN LIEU

P3.1 For the purpose of clause B7 (Flextime) a HP4 may negotiate time in lieu arrangements as an alternative to flextime in consultation with the head of service.

P.4 HP5 AND 6 (OR EQUIVALENT) TIME IN LIEU

P4.1 In addition to clause F23 (Recovery Leave arrangements for Health Professional Level 5 and 6 and Equivalent Employees) Health Professionals Level 5 and 6 may negotiate suitable alternative time in lieu arrangements in consultation with the head of service.

P.5 HEALTH AND SAFETY REPRESENTATIVES

P5.1 In accordance with Division 2.1.2 of the *Work Safety Regulation 2011* the employer of a work safety representative has a duty to allow the representative to take the time off work, without loss of pay or other entitlements, that is reasonably necessary for the representative:

a) to exercise the functions of a Health and safety representative; and

b) to undertake an approved training course, or an approved refresher training course, within 3 months after the day the representative is elected.

P5.2 Principals and Managers should ensure appropriate resources are allocated to support the functions and training of their Health and safety representative.

P.6 MANAGING EMPLOYEE ABSENCES

P6.1 The Directorate and the union(s) acknowledge the importance of effectively managing employee absences and timely submission of leave forms.

P6.2 All employees are required to submit an application for leave prior to any planned absence or, for unplanned absences, within ten days of the initial absence unless there are exceptional circumstances (e.g. hospitalisation).

P6.3 Absences not covered by approved leave are unauthorised absences and will result in salary action, and may be dealt with under section H (Workplace Values and Behaviours) in accordance with the Directorate's Mandatory Procedures for Managing Employee Absences.

P.7 TRAVELLING ENTITLEMENT – CERTAIN WORKPLACES

P7.1 An employee appointed to, or contracted at Jervis Bay Primary School is entitled to receive a Travelling Entitlement (listed in Annex C).

P7.2 The Travelling Entitlement is payable for each complete trip when an employee attends duty to a maximum of one per day.

P7.3 An employee 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.

P7.4 An employee 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.

P7.5 An employee who lives in a dwelling provided by the Directorate at the isolated establishment, or lives within 10 kilometres from it, is not entitled to Travelling Entitlement unless they receive a payment for the use of a private motor vehicle for official purposes.

P7.6 Where an employee receives payments of an allowance provided 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 Travel Entitlement.

P7.7 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.

P.8 PERFORMANCE AND DEVELOPMENT

P8.1 This section should be read in conjunction with subclause A2.7 to A2.10 (Developing our people) and the ACT Public Service Performance Framework.

P8.2 One of the purposes of performance and development process is to empower the employee to achieve personal goals aligned with section/school and Directorate priorities.

P.9 PERFORMANCE AND DEVELOPMENT PLANS (PDP)

P9.1 All officers (permanent staff) are required to have a PDP.

P9.2 Temporary employees engaged on contracts for more than 12 weeks should have a PDP. Where the contract extends beyond 12 months the employee is required to have a PDP.

P9.3 The Directorate agrees to provide ongoing training for supervisors/managers to assist with the implementation of PDP within their sections/schools.

P9.4 The PDP must be linked to the business/action plans of the work area. PDP should include career development arrangements which encourages quality learning and development. PDP are to be developed with employees during hours of work.

P9.5 PDP should also be linked to any applicable competencies, capabilities, and/or completion of qualifications. Competencies and/or capabilities where further development is required should be identified and appropriate professional learning put in place.

P9.6 Where an employee is required by the employer to attain or upgrade any qualification, the school/section will pay costs associated with gaining the qualification.

P9.7 Prior to initiating an under performance process in relation to an employee under section H (Workplace Values and Behaviours, there must be a PDP for the relevant employee.

Section Q - Health Directorate Specific Matters

Q.1 APPLICATION

Q1.1 Section Q applies to employees of ACT Health and Calvary Health Care ACT Ltd.

Q.2 INFECTION CONTROL

Q2.1 Where an employee has presented for work and is identified by a duly authorised Public Health Officer or Infection Control Officer to be a potential infection control risk to patients, or the staff member may be at risk in their normal work area, the head of service may temporarily transfer the employee to another work area, or direct the employee to be absent from duty until they are approved to return by the duly authorised Public Health Officer or Infection Control Officer.

Q2.2 Where an employee is transferred or absent consistent with these arrangements the following will apply:

a) the employee will be advised in writing; and

b) will receive all entitlements that they would otherwise have received were they at work; and

c) there will be no deduction from accrued leave entitlements for an absence under this clause.

Q.3 HEALTH ASSESMENT

Q3.1 The relevant head of service must direct an officer to attend to a health assessment if the officer has been absent on account of illness, as a continuous period or in separate periods, for a total of thirteen weeks in any 26-week period. The other provisions under subclause F4.45 will continue to apply.

Q.4 SAFE TRAVEL

Q4.1 The Directorate is committed to providing all employees with a safe workplace. Therefore, in extraordinary circumstances, including planned and unplanned overtime, which render the employee's normal transport unavailable or unsafe, the supervisor may arrange alternate transport. This may include, but is not limited to, payment for, or reimbursement of, taxi fares.

Q4.2 Where an employee is re-called for duty for the second and subsequent times in a 24 hour period, they may elect to use a taxi to travel to and from work. Payment for, or reimbursement of, this taxi fare will be provided by the Directorate.

Q.5 PAID MEAL BREAKS

Q5.1 The head of service may roster an employee for a shift that incorporates a paid meal break in the following circumstances:

a) Where work is permitted in isolated locations.

b) A shift is worked by only one or two employees.

c) For reasons of client and employee safety, it is not appropriate for employees to leave the workplace to take a meal break.

Q5.2 Despite subclause B6.17 a paid meal break will be paid at ordinary time rates (including any applicable penalties) and will count as ordinary duty.

Q5.3 The incorporation of a paid meal break into an existing shift pattern will not usually result in a change to the starting and finishing times of a shift.

Q5.4 The employer will consult with affected employees before paid meal break provisions are implemented, and will consult with employees and their representatives about any subsequent withdrawal or extension of the arrangement.

Q5.5 A paid meal break will not count towards the accumulation of an ADO or any entitlement to leave.

Q5.6 When an employee is rostered on a shift of more than eight hours duration that includes a paid meal break, the employee will be permitted to take a 30-minute break during the shift.

Q5.7 Whenever an employee is on a break from work, the employee will be required to be ready to return to duty as and when the need arises, and the resume his or her break at a later time.

Q5.8 The employee and the employee's supervisor will agree on the usual pattern of breaks within a shift, to best meet the employee's requirement for relief from work, and the best meet service requirements.

Q5.9 The employee must contact the supervisor (or equivalent) and either:

a) make an arrangement for relief to be provided to permit the employee to take a break; or

b) obtain approval to work without the break.

Q.6 OVERTIME ARRANGEMENTS FOR CASUAL EMPLOYEES

Q6.1 Despite subclause B9.7 the minimum attendance before overtime is payable for a casual employee is 8 hours, or the length of the shift, whichever is the greater.

Q6.2 All overtime worked by casual employees in excess of the ordinary fortnightly hours of work for full time employees (i.e. 73.5 hours or 76 hours per fortnight dependent upon the ordinary fortnightly hours identified by the Directorate for the position) will be paid at the rate described in clause C9.

Q6.3 For the purposes of this clause the ordinary shift length will be considered to be 8 hours, except where the employee has agreed to work on a shift of another length.

Q.7 OVERTIME ARRANGEMENTS FOR PART-TIME EMPLOYEES

Q7.1 Despite clause C9 the minimum attendance before overtime is payable for a part-time employee is 7:21 or 7:36, or the length of the shift, whichever is the greater.

Q7.2 Despite clause C9 a part-time employee will be paid at the rate set out at subclause Q7.4 in respect of all hours worked:

a) in excess of their rostered hours; and

b) less than 7:21 or 7:36, as applicable, or the length of the shift, whichever is the greater; and

c) on any day/shift, as applicable.

Q7.3 All overtime worked by a part-time employee in excess of the ordinary fortnightly hours of work for a full-time employee (i.e. 73.5 hours or 76 hours per fortnight dependent upon the ordinary fortnightly hours identified by the Directorate for the position) will be paid at the rate described in clause C9.

Q7.4 The rate of payment as per Q7.2 will be:

a) from the commencement of this Agreement until 30 June 2015, 122.5% of the employees ordinary hourly rate of pay.

b) from the first pay period on or after 1 July 2015, 125% of the employees ordinary hourly rate of pay.

Q.8 ONEROUS RECALL ALLOWANCE

Q8.1 Where an employee in a Health Professional or Radiation Therapist position is rostered on call or close call and in receipt of the relevant allowance the following arrangements will apply when that employee is recalled to duty by an authorized person:

a) Where the employee has been released from duty and left the workplace/campus, and a further callout occurs within three hours of notice of the previous callout, an Onerous Recall Allowance will be paid as per Annex C. The allowance will be adjusted in line with pay increases contained in this Agreement.

b) A maximum of two Onerous Recall Allowance payments will be paid to an employee in respect to any on-call period. An on call period will be a period of up to 24 hours.

Q.9 PROFESSIONAL DEVELOPMENT LEAVE

Q9.1 A permanent employee will be entitled to 3 days (22 hours and 3 minutes based on 7 hour 21 minute days) of Professional Development Leave per annum (and pro-rata for part-time employees).

Q9.2 Professional Development Leave may accrue to a maximum of 6 days (44 hours and 6 minutes) over a two-year period.

Q9.3 Any absence on Personal Development Leave requires prior approval.

Q.10 MENTAL HEALTH OFFICER

Q10.1 For the purposes of this clause, Mental Health Officer has the same meaning as in Section 119 of the *Mental Health (Treatment and Care) Act 1994* (ACT).

Q10.2 An officer who performs the duties as a Mental Health Officer is entitled to the Mental Health Officer allowance contained in Annex C of this Agreement. This allowance will be treated as salary for all purposes.

Q10.3 Subclause Q10.2 will no longer apply if any review of multi-classified positions delivers an outcome that encompasses the Mental Health Officer Allowance.

Q.11 ON CALL AND OVERTIME ARRANGEMENTS

Q11.1 Clause Q11 only applies to staff classified as Health Professionals.

Q11.2 In accordance with subclauses C9.5 and C14.3, the head of service may approve the payment of on-call and overtime to employees at or above the HP4 level where exceptional circumstances exist.

Q11.3 The head of service may also approve overtime payments calculated on the employee's base rate of pay in such circumstances, but only for those staff that are performing overtime in their usual clinical role.

Q11.4 Where overtime is approved for work other than their usual clinical role, including where they were participating in a clinical roster which would normally be filled at a lower level, the employee will only be eligible for payment in accordance with C9.6.

Q11.5 Any such approval must be granted on a case by case basis.

Q.12 MEDICAL PHYSICISTS

Q12.1 Clauses Q12 applies only to Medical Physicists employed by the Health Directorate.

Definitions

Q12.2 In this part:

"ACPSEM" means the Australasian College of Physical Scientists and Engineers in Medicine.

"Accredited Medical Physicist" means a medical physicist who has been awarded registration by the relevant ACPSEM panel for a specialty. It is a requirement for a Medical Physicist to be registered in the primary area for which he or she is employed by the Health Directorate.

"Medical Physicist" is a generic description for the purposes of this schedule. It refers to all persons employed as a Medical Physics Registrar, Medical Physics Specialist, Senior Medical Physics Specialist, Principal Medical Physics Specialist or Chief Medical Physics.

"Medical Physics Registrar" means a person who is employed as a physicist undergoing training in a medical physics specialty through the ACPSEM Training, Education and Accreditation Program (TEAP).

"Medical Physics Specialist" means a person who is accredited and is considered qualified by the ACPSEM in a designated specialty of medical physics.

"Senior Medical Physics Specialist" means an experienced Medical Physics Specialist whose progression to this level has been approved by the progression committee as per the determined criteria and appointed through a merit selection process.

"Principal Medical Physics Specialist" means an experienced Senior Medical Physics Specialist whose progression to this level has been approved by the progression committee as per the determined criteria, and appointed through a merit selection process.

"Chief Medical Physicist" means a medical physicist with experience and competency at least equivalent to that of a Senior Medical Physics Specialist Year 5 and who is responsible for the management of the Medical Physicists service in the Health Directorate.

Progression of Medical Physicists

Q12.3 Progression from Medical Physics Registrar to Medical Physics Specialist shall occur when a registrar has been awarded registration by the relevant ACPSEM registration panel. The progression shall be to Medical Physics Specialist year 1. The date of effect will be the date

registration is conferred. This date will become the anniversary date. Further progression through the level will be subject to normal incremental arrangements.

Progression Committee

Q12.4 A committee consisting of three Chief or Principal Medical Physics Specialists, one of which shall be the Health Directorate Chief of Medical Physicist, shall be constituted to consider and, if appropriate, recommend:

a) the preparedness of a Medical Physics Specialist for promotion to Senior Medical Physics Specialist;

b) the preparedness of a Senior Medical Physics Specialist for promotion to Principal Medical Physics Specialist.

Q12.5 This evaluation process shall be done in preparation for future merit selection processes.

Q12.6 The process will be reflective of the NSW progression committee process.

Transitional Provisions

Q12.7 The pay rates for the Medical Physicist classification set out in Annex A to this Agreement reflects the incorporation of existing individual agreements (SEAs) for a number of medical physicist staff.

Q12.8 To ensure that there is no duplication of payment between these provisions and those individual agreements, the following provisions will apply:

The back pay for a person who occupied a position classified as either Medical Physics Specialist, Senior Medical Physics Specialist, Principal Medical Physics Specialist or Chief Medical Physicist during the period from 1 July 2013 to the date of effect of this Agreement will be the difference between the rate of pay under this Agreement and the total salary paid (salary + SEA) under the ACT Public Service Health Directorate (Health Professionals) Enterprise Agreement 2011-2013.

Q12.9 Existing staff will translate to the new structure with effect from 1 July 2013, in accordance with the following table:

Classification as at 1 July 2013	**Pay point as at 1 July 2013[1]**	**New Pay Point as at 1 July 2013[2]**
Medical Physics Specialist	3rd Pay Point	3rd pay point
Principal Medical Physics Specialist	1st pay point	1st pay point
Principal Medical Physics Specialist	2nd or 3rd pay point	3rd pay point
Chief Medical Physicist	3rd pay point	2nd pay point

1. under ACTPS Health Directorate (Health Professionals) Enterprise Agreement 2011-2013

2. under ACTPS Health Professionals Enterprise Agreement 2013-2017

Higher Qualification Allowance

Q12.10 An eligible employee will be paid a higher qualification allowance.

An employee will be eligible for payment of the higher qualification allowance if they:

- are performing the duties of a position classified as Medical Physics Specialist, Senior Medical Physicist Specialist, Principal Medical Physics Specialist or Chief Medical Physicist;
- are being paid at the top increment for that classification; and
- hold a degree in a mathematical, physical science or engineering discipline that has an academic equivalent to level 10 on the Australian Qualifications Framework.

Q12.11 From the commencement of this agreement, the higher qualification allowance will be $5,000 per annum, and will be increased in accordance with future pay increases under this agreement.

Q12.12 Eligible employees engaged on a part-time basis will be paid the higher qualification allowance on a pro-rata basis.

Q12.13 The higher qualification allowance will be treated as salary for all purposes

Existing Special Employment Arrangements (SEA)

Q12.14 Subclause Q12.15 applies to the exclusion of the deeming provision in paragraph 4.1 of Annex B to this agreement.

Q12.15 SEAs that apply to employees employed in a position classified as Medical Physics Registrar, Medical Physics Specialist, Senior Medical Physicist Specialist, Principal Medical Physics Specialist or Chief Medical Physicist as at the date this agreement commences shall be deemed to cease operation on that date, as the new structure provides for changes to the pay scales that accommodates the provisions of those SEAs.

Q.13 ROSTERING GUIDELINES

Purpose

Q13.1 These guidelines set out approaches to rostering, and are intended to provide clear advice to employees and supervisors on the application of the provisions of the Agreement.

Q13.2 This clause applies in conjunction with clause Q14 (Rostering Practices) of this Agreement.

Q13.3 The Agencies, the unions and employees are committed to matching workload, staffing and skill mix on a planned basis, with a view to providing effective, efficient and safe levels of client/consumer care, and to promote employees' safety, health and welfare.

Principles of Rostering

Q13.4 The factors to be taken account of by managers in the development of rosters include:

a) client/customer care needs, including continuity of care and the delivery of efficient and high standard care;

b) fairness and equity in allocating shift and on call rosters, including consideration of employees' rostering requests;

c) skill mix where appropriate, including the need to roster appropriate numbers of skilled employees to meet operational requirements;

d) avoidance of rostering practices that contribute to fatigue and adherence to rostering practices that control fatigue;

e) workplace health and safety requirements;

f) budgetary performance and constraints;

g) the need to maintain accurate and timely information on which to base future decisions;

h) the provisions of the Agreement;

i) staff satisfaction, including taking into account employees' needs, including planned leave and family responsibilities;

j) staff development, education and training needs, including mandatory training requirements and professional development needs;

k) maintaining a legal record of employee attendance; and

l) annual leave, long service leave, maternity leave and other types of leave.

Q13.5 **Rostering Framework**Employees should not be required to work a roster of night duty for duration of less than two weeks unless the employee indicates a preference for such work.

Q13.6 Employees will not be required to work any mix of ordinary duty, extra shifts or overtime that would result in the employee working for more than ten days without days off.

Q13.7 Annual leave is to be planned across the 52 weeks of the year and relief arrangements made as required to cover this leave.

Q13.8 Additional annual leave may be approved by the Delegate when adjustments to the plan are possible, based on changes to staffing and workloads with agreement of employees.

Q13.9 Ad hoc single or otherwise annual leave days may be approved when circumstances allow and in consultation with employees and the Delegate.

Q13.10 Rostering requests to be met wherever possible, considering fair and equitable distribution.

Q13.11 Correct roster codes to be used at all times to ensure employees are paid correctly.

Q13.12 Professional development leave is planned in advance and relief provided as required, and where necessary confirmed prior to approval.

Q13.13 Rosters will clearly identify all forms of planned absence, including leave, ADOs and RDOs, where appropriate.

Preferential Rostering

Q13.14 Based on the above guidelines, and subject to the agreement of the employer and the majority of the affected employees, a clinical area may choose to self-roster, whereby employees may indicate the shifts they would prefer to work.

Q13.15 Regular part-time employees may indicate their availability to work extra shifts.

Q13.16 Shift preferences will be accommodated by the Manager preparing the roster on a fair and equitable basis.

Q13.17 Where preferential rostering is being used, in addition to the above guidelines:

a) the Manager will make the request roster available for 10 days for employees to complete

b) all employees will ensure completed rosters are available for collection by the Manager, one week prior to the day of publication; and

c) the request roster is overseen by the Manager from the clinical area during this time, to ensure the roster is completed within the necessary timeframe and according to the principles and guidelines of rostering.

Responsibilities

Q13.18 In respect to all rostering arrangements, both managers and employees have certain responsibilities.

Responsibilities of the Manager

Q13.19 Managers or other responsible officers will:

a) post the roster request in the clinical area for 10 days immediately following publication of the previous roster;

b) ensure all rosters comply with the current Agreement provisions;

c) have overall responsibility to ensure the roster meets the needs of the unit and adheres to the roster principles and framework;

d) make any adjustments necessary to the roster following consultation and negotiation with the employees affected by any change;

e) publish the roster 2 weeks prior to the end of the previous roster;

f) approve all changes to a published roster, in consultation with employees that may be affected;

g) enter changes into the rostering system;

h) ensure all leave allocation is rostered and approved. Additional annual leave can be approved if the roster requirements are met;

i) meet workplace health and safety obligations; and

j) have final responsibility for addressing issues arising from shortfalls in staffing on a particular roster.

For the purposes of monitoring rostering practice, the Director of Allied Health at Calvary, or the Allied Health Advisor in the Health Directorate, as appropriate, will be notified when Managers are unable to meet the staffing needs of the roster.

Responsibilities of the Employee

Q13.20 Employees will:

a) ensure they have provided input to the request roster within the timeframe required;

b) familiarise themselves with the approved roster once it has been made available;

c) submit leave applications in a timely manner;

d) give consideration to the principles governing rostering practice; and

meet workplace health and safety obligations.

Q.14 ROSTERING PRACTICE

Q14.1 A draft roster will be posted 28 days (4 weeks) prior to the date of effect. Employee's requests for specific shifts should be submitted by this time.

Q14.2 All final rosters will be published 14 days prior to date of effect, and all rosters will be monitored on a weekly basis. Staffing resources will be allocated to meet predicted workload, caseloads and care needs. A roster may be altered only in an emergency, when another employee is absent from duty to enable the service to operate, or, at the instigation of the employee, with the mutual agreement of the employee and the Directorate.

Q14.3 Additional appropriately skilled staff will be provided to supplement actual care needs on a shift-by-shift basis.

Q14.4 Rosters will provide for an appropriate balance of skilled staff, be fair and equitable and incorporate safe rostering practices.

Q14.5 An employee will not be rostered to perform ordinary duty for more than 10 (ten) consecutive days or shifts.

Q14.6 Wherever practicable, days off duty will be arranged so that at least two (2) consecutive days or shifts are rostered off duty at any one time.

Q14.7 As far as practicable the Directorate will roster a minimum of 8 hours plus reasonable travelling time between the cessation of one shift and the commencement of the other.

Q14.8 If the employee works overtime, the employee will note return for a minimum of 8 hours plus reasonable travelling time unless requested to do so by the relevant manager/supervisor and this has been agreed to by the employee.

Q14.9 The rostering guidelines are provided in clause Q13 of this agreement for assisting to meet the obligations in the Agreement.

On call and recall rosters

Q14.10 In addition to the provisions of clauses C14 and C15, the Directorate may request that any employee participate in an on-call or close call roster, to ensure that an appropriate level of service is maintained, and to ensure that the burden of providing services does not fall unfairly on a small number of employees.

Q14.11 Following consultation with the employees affected and the employee's representatives, and following agreement with the majority of affected employees, the Directorate may institute new on-call or close call rosters in work locations that have a history of high levels of emergency recall to duty.

Q.15 ACT PATHOLOGY

Q15.1 Section Q15 only applies to employees employed in ACT Pathology.

Relocation Allowance

Q15.2 Where an ACT Pathology staff member employed in a Collection Centre is contacted at home and required to commence their next duty either at a different time or location, they will be paid a relocation allowance as set out in Annex C. Any payment under this clause will be capped at a maximum of 5 days for each continuous relocation.

Shift Work

Q15.1 Where a permanent night shift employee is directed to undertake day shift work for the purposes of accreditation purposes in ACT Pathology, the four-week qualifying period mentioned in subclause C8.2 will not apply.

Q.16 ALLOWANCE FOR HEALTH PROFESSIONALS WITHIN ACT PATHOLOGY

Q16.1 Health Professional employees working in ACT Pathology, who are employed at or above the fifth pay point of the Health Professional 2 classification through to and including the second pay point of the Health Professional 4 classification will be eligible to be paid a Pathology Allowance.

Q16.2 The rate of allowance is set out in Annex C.

Q16.4 This allowance will not be paid in conjunction with any entitlement under an SEA entered into before this agreement commenced.

Q16.5 SEAs that apply to staff covered by subclause Q16.1 as at the date this agreement commences shall be deemed to cease operation on that date, as the new allowance fully replaces the provisions of those SEAs.

Q16.6 The allowance will be reviewed no later than December 2016, with consideration given to the need for the continuation and level of the allowance, and/or the need for the allowance to be incorporated into salary.

Q16.7 Any outcomes of the review will not be implemented before this Agreement is replaced by a new Agreement.

Q.17 MEDICAL IMAGING

Q17.1 Health Professionals working in Medical Imaging who are paid at the Health Professional level 3,4,5, or 6 and are employed in positions designated as Radiographer, Sonographer (Ultrasonographer), Cardiac Sonographer, Mammographer, Radiopharmacist or Nuclear Medicine Technologist, or the employee who is occupying position number 28735 in ACT Health, or position number LP7902 at Calvary, will be eligible to be paid a Medical Imaging Allowance.

Q17.2 The rate of allowance is set out in Annex C.

Q17.3 This allowance will not be paid in conjunction with any entitlement under an SEA entered into before this agreement commenced.

Q17.4 Employee's in receipt of Sonography Allowance under clause Q18 will not be eligible for payment of this allowance.

Q17.5 SEAs that apply to staff covered by subclause Q17.1 as at the date this agreement commences shall be deemed to cease operation on that date, as the allowance fully replaces the provisions of those SEAs.

Q17.6 The allowance will be reviewed no later than December 2016, with consideration given to the need for the continuation and level of the allowance, and/or the need for the allowance to be incorporated into salary.

Q17.7 Any outcomes of the review will not be implemented before this Agreement is replaced by a new Agreement.

Q.18 SONOGRAPHY

Q18.1 Employees who are paid at the Health Professional level 4, and meet the following criteria:

a) Hold a postgraduate diploma in ultrasound or a masters degree in ultrasound; and

b) are accredited by the Australasian Sonographer Accreditation Registry (ASAR); and

c) are wholly or predominately engaged at the HP4 level in the performance of sonography work; and

d) Demonstrate their ongoing engagement in continuing professional development activities.

Will be paid a Sonography Allowance.

Q18.2 The rate of allowance is set out in Annex C.

Q18.3 This allowance will not be paid in conjunction with any entitlement under an SEA entered into before this agreement commenced.

Q18.4 Employee's in receipt of Medical Imaging Allowance under clause Q17 will not be eligible for payment of this allowance.

Q18.5 SEAs that apply to staff covered by subclause Q18.1 as at the date this agreement commences shall be deemed to cease operation on that date, as the new allowance fully replaces the provisions of those SEAs.

Q18.6 The allowance will be reviewed no later than December 2016, with consideration given to the need for the continuation and level of the allowance, and/or the need for the allowance to be incorporated into salary.

Q18.7 Any outcomes of the review will not be implemented before this Agreement is replaced by a new Agreement.

Section R - Calvary Health Care ACT

R.1 APPLICATION

R1.1 Section R applies only to those employees employed by Calvary Health Care ACT Ltd.

R.2 LEGAL SUPPORT

R2.1 Where an employee is directed or legally obliged to take part in legal proceedings arising directly from the lawful discharge of their duties, Calvary Hospital will provide support, assistance and representation, as necessary, at no cost to the employee.

R2.2 Under this section, legal proceedings are those occurring in relation to:

a) Coronial inquests.

b) Medical/professional malpractice or medical/professional negligence allegations.

c) Formal industrial and employment matter proceedings other than those instituted by the employee or against the employee by the Government.

R2.3 However, the unions and other employee representatives agree that where an employee is involved in legal proceedings as a result of their initiating action against the employer or the government for any reason, the employer taking action arising from misconduct by the employee or as a result of criminal charges being laid against them, the Hospital does not have a responsibility to provide support or assistance to the employee.

R.3 AMENITIES

R3.1 The employer will provide for the use of employees:

a) separate facilities for male and female employees;

b) a suitable change room and adequate washing and toilet facilities; and

c) a full length locker fitted with lock and key or other suitable place the safe keeping of clothing and personal effects of each employee.

Section S - Justice and Community Safety Directorate Specific Matters

S.1 APPLICATION

S1.1 Section S applies to employees employed in the Justice and Community Safety Directorate.

S.2 REIMBURSEMENT OF TRADE AND TECHNICAL LICENCES AND PROFESSIONAL FEES

S2.1 The Head of Service may approve the reimbursement of fees incurred by an employee as defined at S1.1 for the maintenance of trade and technical licences and professional affiliations that the Head of Service deems necessary and/or relevant for the employee to hold in order to undertake their duties.

S2.2 The employee will require prior approval from the Head of Service before incurring any expenses in relation to trade and technical licences or professional fees for which reimbursement will subsequently be sought.

S2.3 Nothing in this clause prohibits the fees and licences payable under this clause being paid directly to the issuing body rather than on a reimbursement basis.

S.3 HEALTH AND WELL-BEING INITIATIVE

S3.1 In recognition of the benefits of maintaining a healthy and productive workforce, all employees defined at subclause S1.1 who undertake, in their own time, health promotion activities will be paid an amount not exceeding $100 per annum in accordance with the relevant policy.

S3.2 The payment will be on a reimbursement basis subject to an original receipt(s) being provided and only one claim may be made in a Fringe Benefit year (1 April to 31 March). The health promotion activity must have been purchased in the same Fringe Benefit year of the claim being made.

S.4 PERFORMANCE CULTURE

S4.1 All employees engaged for a period of 6 months or more will participate in any Performance Feedback and/or personal development scheme introduced by the Directorate. The Directorate will consult with employees and union(s) on any proposed changes to existing performance management schemes and/or the development of any new performance management schemes to apply in the Agency.

S.5 OVERTIME/FLEXTIME ARRANGEMENTS

S5.1 Clause S5 applies only to those employees who occupy a position having a classification of Health Professional.

S5.2 In accordance with subclauses C9.5 and C14.3, the head of service may approve the payment of on-call and overtime to employees at or above the HP4 level where exceptional circumstances exist.

S5.3 The head of service may also approve overtime payments at a rate of payment above the overtime barrier.

S.6 ONEROUS RECALL ALLOWANCE

S6.1 Clause S6 applies only to those employees who occupy a position having a classification of Health Professional.

S6.2 Where a Health Professional is rostered on call or close call and in receipt of the relevant allowance the following arrangements will apply when that employee is recalled to duty by an authorized person:

a) Where the employee has been released from duty and left the workplace, and a further callout occurs within three hours of notice of the previous callout, an Onerous Recall Allowance will be paid as per Annex C. The allowance will be adjusted in line with pay increases contained in this Agreement.

b) A maximum of two Onerous Recall Allowance payments will be paid to an employee in respect to any on-call period. An on call period will be a period of up to 24 hours.

c) All other Agreement provisions regarding the payment of overtime will continue to apply.

S6.3 The Onerous Recall allowance will be made in addition to any overtime payments.

ANNEXES

ANNEX A – CLASSIFICATIONS AND RATES OF PAY

CLASSIFICATION	Pay Rates as at 1.7.2012	$2090 or 2% from 1.7.2013	1.5% from 3.7.2014	1.5% from 9.4.2015	1.5% from 8.10.2015	1.5% from 7.4.2016	1.5% from 6.10.2016	1.5% from 6.4.2017
DENTIST								
Dentist Level 1-2	$64,864	$66,954	$67,958	$68,977	$70,012	$71,062	$72,128	$73,210
	$70,913	$73,003	$74,098	$75,209	$76,337	$77,482	$78,644	$79,824
	$75,111	$77,201	$78,359	$79,534	$80,727	$81,938	$83,167	$84,415
	$79,212	$81,302	$82,522	$83,760	$85,016	$86,291	$87,585	$88,899
qualifications/salary barrier	$89,786	$91,876	$93,254	$94,653	$96,073	$97,514	$98,977	$100,462
	$96,809	$98,899	$100,382	$101,888	$103,416	$104,967	$106,542	$108,140
	$111,570	$113,801	$115,508	$117,241	$119,000	$120,785	$122,597	$124,436
	$119,426	$121,815	$123,642	$125,497	$127,379	$129,290	$131,229	$133,197
Dentist Level 3	$123,802	$126,278	$128,172	$130,095	$132,046	$134,027	$136,037	$138,078
Dentist Level 4	$132,269	$134,914	$136,938	$138,992	$141,077	$143,193	$145,341	$147,521

CLASSIFICATION	Pay Rates as at 1.7.2012	$2090 or 2% from 1.7.2013	1.5% from 3.7.2014	1.5% from 9.4.2015	1.5% from 8.10.2015	1.5% from 7.4.2016	1.5% from 6.10.2016	1.5% from 6.4.2017
HEALTH PROFESSIONAL								
Health Professional Level 1								
(2 year qualification)	$50,899	$52,989	$53,784	$54,591	$55,410	$56,241	$57,085	$57,941
(3 year qualification)	$54,414	$56,504	$57,352	$58,212	$59,085	$59,971	$60,871	$61,784
(4 year qualification)	$58,048	$60,138	$61,040	$61,956	$62,885	$63,828	$64,785	$65,757
(5 year qualification)	$62,109	$64,199	$65,162	$66,139	$67,131	$68,138	$69,160	$70,197
(6 or more year qualification)	$65,424	$67,514	$68,527	$69,555	$70,598	$71,657	$72,732	$73,823
Health Professional Level 2	$54,414	$56,504	$57,352	$58,212	$59,085	$59,971	$60,871	$61,784
	$58,048	$60,138	$61,040	$61,956	$62,885	$63,828	$64,785	$65,757
	$62,109	$64,199	$65,162	$66,139	$67,131	$68,138	$69,160	$70,197
	$65,424	$67,514	$68,527	$69,555	$70,598	$71,657	$72,732	$73,823
	$67,336	$69,426	$70,467	$71,524	$72,597	$73,686	$74,791	$75,913
	$69,333	$71,423	$72,494	$73,581	$74,685	$75,805	$76,942	$78,096
	$71,202	$73,292	$74,391	$75,507	$76,640	$77,790	$78,957	$80,141
	$73,208	$75,298	$76,427	$77,573	$78,737	$79,918	$81,117	$82,334
	$75,477	$77,567	$78,731	$79,912	$81,111	$82,328	$83,563	$84,816
Health Professional Level 3	$77,710	$79,800	$80,997	$82,212	$83,445	$84,697	$85,967	$87,257
	$79,617	$81,707	$82,933	$84,177	$85,440	$86,722	$88,023	$89,343
	$81,995	$84,085	$85,346	$86,626	$87,925	$89,244	$90,583	$91,942
Restricted refer to clause N3	$84,562	$86,652	$87,952	$89,271	$90,610	$91,969	$93,349	$94,749
Restricted refer to clause N3	$86,165	$88,255	$89,579	$90,923	$92,287	$93,671	$95,076	$96,502
Health Professional Level 4	$89,786	$91,876	$93,254	$94,653	$96,073	$97,514	$98,977	$100,462
	$96,809	$98,899	$100,382	$101,888	$103,416	$104,967	$106,542	$108,140
Health Professional Level 5	$106,086	$108,208	$109,831	$111,478	$113,150	$114,847	$116,570	$118,319
	$111,570	$113,801	$115,508	$117,241	$119,000	$120,785	$122,597	$124,436
	$119,426	$121,815	$123,642	$125,497	$127,379	$129,290	$131,229	$133,197
Health Professional Level 6	$123,208	$125,672	$127,557	$129,470	$131,412	$133,383	$135,384	$137,415

CLASSIFICATION	Pay Rates as at 1.7.2012	$2090 or 2% from 1.7.2013	1.5% from 3.7.2014	1.5% from 9.4.2015	1.5% from 8.10.2015	1.5% from 7.4.2016	1.5% from 6.10.2016	1.5% from 6.4.2017
MEDICAL PHYSICS								
Medical Physics Registrar	$57,635	$59,725	$60,621	$61,530	$62,453	$63,390	$64,341	$65,306
	$61,643	$63,733	$64,689	$65,659	$66,644	$67,644	$68,659	$69,689
	$64,698	$66,788	$67,790	$68,807	$69,839	$70,887	$71,950	$73,029
	$68,079	$70,169	$71,222	$72,290	$73,374	$74,475	$75,592	$76,726
	$72,574	$80,000	$81,200	$82,418	$83,654	$84,909	$86,183	$87,476
ACPSEM registration barrier								
Medical Physics Specialist	$80,925	-	-	-	-	-	-	-
	$84,778	$90,000	$91,350	$92,720	$94,111	$95,523	$96,956	$98,410
	$88,631	$100,000	$101,500	$103,023	$104,568	$106,137	$107,729	$109,345
	$92,486	$110,000	$111,650	$113,325	$115,025	$116,750	$118,501	$120,279
	$96,338	$125,000	$126,875	$128,778	$130,710	$132,671	$134,661	$136,681
Senior Medical Physics Specialist (HP4)	$99,400	-	-	-	-	-	-	-
	$104,694	$130,000	$131,950	$133,929	$135,938	$137,977	$140,047	$142,148
	$109,183	$135,000	$137,025	$139,080	$141,166	$143,283	$145,432	$147,613
	$113,678	$140,000	$142,100	$144,232	$146,395	$148,591	$150,820	$153,082
	$118,175	$145,000	$147,175	$149,383	$151,624	$153,898	$156,206	$158,549
	$120,744	$152,500	$154,788	$157,110	$159,467	$161,859	$164,287	$166,751
Principal Medical Physics Specialist (HP5)	$123,313	$160,000	$162,400	$164,836	$167,309	$169,819	$172,366	$174,951
	$130,379	$165,000	$167,475	$169,987	$172,537	$175,125	$177,752	$180,418
	$133,590	$174,000	$176,610	$179,259	$181,948	$184,677	$187,447	$190,259
Chief Medical Physics (HP6)	$141,296							
	$147,718	$183,500	$186,253	$189,047	$191,883	$194,761	$197,682	$200,647
	$154,142	$190,000	$192,850	$195,743	$198,679	$201,659	$204,684	$207,754

CLASSIFICATION	Pay Rates as at 1.7.2012	$2090 or 2% from 1.7.2013	1.5% from 3.7.2014	1.5% from 9.4.2015	1.5% from 8.10.2015	1.5% from 7.4.2016	1.5% from 6.10.2016	1.5% from 6.4.2017
RADIATION THERAPIST								
Radiation Therapist Grade 1.1	$54,740	$56,830	$57,682	$58,547	$59,425	$60,316	$61,221	$62,139
competency barrier								
Radiation Therapist Grade 2.1	$56,797	$58,887	$59,770	$60,667	$61,577	$62,501	$63,439	$64,391
Radiation Therapist Grade 2.2	$64,422	$66,512	$67,510	$68,523	$69,551	$70,594	$71,653	$72,728
Radiation Therapist Grade 2.3	$73,255	$75,345	$76,475	$77,622	$78,786	$79,968	$81,168	$82,386
Radiation Therapist Grade 2.4	$76,820	$78,910	$80,094	$81,295	$82,514	$83,752	$85,008	$86,283
Radiation Therapist Grade 2.5	$79,302	$81,392	$82,613	$83,852	$85,110	$86,387	$87,683	$88,998
personal regrade/ appointment								
Radiation Therapist Grade 3.1.1	$85,294	$87,384	$88,695	$90,025	$91,375	$92,746	$94,137	$95,549
Radiation Therapist Grade 3.1.2	$88,150	$90,240	$91,594	$92,968	$94,363	$95,778	$97,215	$98,673
personal regrade/ appointment								
Radiation Therapist Grade 3.2.1	$90,611	$92,701	$94,092	$95,503	$96,936	$98,390	$99,866	$101,364
Radiation Therapist Grade 3.2.2	$100,537	$102,627	$104,166	$105,728	$107,314	$108,924	$110,558	$112,216
promotion barrier								
Radiation Therapist Grade 4.1.1	$103,327	$105,417	$106,998	$108,603	$110,232	$111,885	$113,563	$115,266
Radiation Therapist Grade 4.1.2	$106,767	$108,902	$110,536	$112,194	$113,877	$115,585	$117,319	$119,079
promotion barrier								
Radiation Therapist Grade 4.2.1	$110,087	$112,289	$113,973	$115,683	$117,418	$119,179	$120,967	$122,782
Radiation Therapist Grade 4.2.2	$112,857	$115,114	$116,841	$118,594	$120,373	$122,179	$124,012	$125,872
promotion barrier								

CLASSIFICATION	Pay Rates as at 1.7.2012	$2090 or 2% from 1.7.2013	1.5% from 3.7.2014	1.5% from 9.4.2015	1.5% from 8.10.2015	1.5% from 7.4.2016	1.5% from 6.10.2016	1.5% from 6.4.2017
Radiation Therapist Grade 5.1	$120,907	$123,325	$125,175	$127,053	$128,959	$130,893	$132,856	$134,849
Radiation Therapist Grade 5.2	$123,924	$126,402	$128,298	$130,222	$132,175	$134,158	$136,170	$138,213
Radiation Therapist Grade 5.3	$130,291	$132,897	$134,890	$136,913	$138,967	$141,052	$143,168	$145,316
promotion barrier								
Radiation Therapist Grade 6.1	$133,450	$136,119	$138,161	$140,233	$142,336	$144,471	$146,638	$148,838
Radiation Therapist Grade 6.2	$136,567	$139,298	$141,387	$143,508	$145,661	$147,846	$150,064	$152,315
Radiation Therapist Grade 6.3	$139,725	$142,520	$144,658	$146,828	$149,030	$151,265	$153,534	$155,837

ANNEX B – ATTRACTION AND RETENTION INCENTIVES

1. *Introduction*

1.1 This Section sets out the Framework that applies to both individual Attraction and Retention Incentives (ARIns) and to ARIns for groups of employees.

1.2 This Framework may be accessible to all employees (other than casual employees) in all classifications covered by this Agreement, in accordance with the terms of this Framework.

1.3 A Director-General may, subject to paragraph 1.4 enter into an ARIn with an employee for a specified period of time or for a specific project and the ARIn may be varied by agreement between the Director-General and the employee.

1.4 A Director-General may only enter into, or vary, an ARIn following the provision of a written submission to the Head of Service, addressing the criteria in paragraph 5.1.

1.5 In this Framework, a reference to position, employee, occupant or union includes positions, employees, occupants or unions.

2. *Approval*

2.1 An ARIn may only be agreed and approved in accordance with this Framework.

2.2 The Director-General may only approve an ARIn if the Director-General is satisfied that the position and the employee occupying the position meet the ARIn eligibility criteria set out in paragraph 5.1 of this Framework.

2.3 Prior to any ARIn being agreed, the Director-General must discuss the proposed terms of the ARIn with the employee who is currently occupying the position or who is to occupy the position. In these discussions, the employee may invite a union or other employee representative to assist the employee.

2.4 An ARIn must not be agreed where it would result, when assessed as a whole, in a reduction in the overall terms and conditions of employment provided for the employee under this Agreement or provide terms and conditions that are, in a particular respect, less favourable than the National Employment Standards or the rates of pay set in this Agreement for the same work at the same classification level.

2.5 Where it is proposed that an ARIn will replace or reduce a condition of employment contained in this Agreement the Director-General will consult with the relevant union(s) about the proposed change. In consulting with the union(s), the Director-General will:

a) provide the union(s) with relevant information about the position and the proposed change;

b) give the union(s) a reasonable opportunity to consider this information and, if the union(s) wishes, provide written views to the Director-General within seven days; and

c) take into account any views of the union(s) and provide a written response before deciding to enter into or vary the ARIn.

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

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

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

a) the terms and conditions contained in this Agreement; and

b) the terms and conditions contained in the ARIn.

2.8 The terms and conditions of employment contained in an ARIn prevail over the terms and conditions of employment contained in this Agreement to the extent of any inconsistency.

3. *Application*

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

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

a) the ARIn ceases to operate at an earlier time in accordance with the provisions of this Framework; or

b) the ARIn continues to operate under the provisions in the replacement enterprise agreement.

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

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

a) the Director-General determines, following a review provided for under paragraph 7 of this Framework, the ARIn should no longer apply to the position; or

b) the employee vacates the position identified in the ARIn including when the employee agrees to go unattached or is temporarily transferred to another position.

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

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

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

a) machinery of Government changes; or

b) management initiated changes; or

c) changes to the Administrative Arrangement Orders.

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

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

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

4. *Deeming*

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

a) in its current terms; or

b) subject to such variations that are agreed between the Director-General and the employee concerned and the provision of a submission to the Head of Service.

provided:

c) the SEA had either commenced or been reviewed within 12 months preceding the date of this Agreement commenced operation; or

d) a review of the SEA has begun (within 12 months preceding the date this Agreement commenced operation) but was not completed when this Agreement replaced the previous enterprise agreement.

For paragraph 4.1(a) or (b) above, the terms and conditions of this Agreement will apply as if the SEA had been made under this Agreement. This includes the pay increases on 1 July 2013 and 3 July 2014, where an SEA provides for increases linked to pay increases, but excludes all other pay increases under subclause C2.2 of this Agreement.

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

5. *Eligibility Criteria*

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

a) the position is critical to the operation of the Directorate or to a business unit in the Directorate;

b) an employee who occupies the position requires specialist qualifications or specialist or high level skills;

c) the skills required by the employee who occupies the position are in high demand in the marketplace;

d) the position would incur significant costs to replace.

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

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

6. *Scope of an Attraction and Retention Incentive*

6.1 An ARIn may contain:

a) enhanced pay rates;

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

c) other terms and conditions of employment where the Director-General and Head of Service considers there is a clear, unambiguous and exceptional need;

d) in the case where an Australian Workplace Agreement is terminated, the terms and conditions of employment that were contained in the Australian Workplace Agreement.

6.2 Should the Director-General consider that there is a compelling reason for the Directorate to pay enhanced rates of pay in excess of 50% of the base rate of pay for the position's classification, the Director-General will apply to the Head of Service for approval to do so.

6.3 An application to the Head of Service under paragraph 6.2 must include relevant and appropriate market data as well as an explanation of why the Director-General considers that there is a need to pay above 50%.

6.4 In assessing whether an ARIn should be paid to any employee, the Director-General and Head of Service will give particular consideration to the consequences the granting of the ARIn may have on the Territory's ability to recruit and/or retain executive positions.

6.5 The rates of pay component of an ARIn counts as pay for all purposes including superannuation and for the purposes of calculating the rate of pay for annual leave, long service leave, paid personal leave, paid maternity leave, redundancy payments and other paid leave granted under this Agreement. If leave is on reduced pay or without pay, the pay component of the ARIn must be reduced on a pro-rata basis.

6.6 Normal incremental advancement will continue to apply in relation to the base rate of pay of the employee.

6.7 The pay component of an ARIn is payable by fortnightly instalment.

6.8 Notwithstanding paragraph 6.7 the pay component of an ARIn, or part thereof, may be paid as a lump sum subject to the condition that this is agreed in advance and is not directly linked to performance.

6.9 The terms of the ARIn must contain provisions:

a) setting out the level of the employee's base rate of pay;

b) setting out the pay component, any other terms and conditions of employment that are to apply under the ARIn, and the total dollar value of the ARIn;

c) stating that the terms and conditions of the employee will revert to the applicable rates of pay and terms and conditions of employment under this Agreement in the event the ARIn ceases to operate or is terminated; and

d) containing the terms of this Framework.

7. *Review of Attraction and Retention Incentives*

7.1 The Director-General must review an ARIn at least annually from the date of the signing of the ARIn to determine whether it should continue to operate.

7.2 In addition, the Director-General must also review an ARIn where:

a) the position is no longer critical to the operation of the Directorate or business unit in the Directorate; or

b) the employee no longer holds the required specialist qualifications.

7.3 In reviewing the ARIn, the Director-General must consider whether the position and the employee who occupies the position continue to meet the ARIn eligibility criteria. The Director-General must take into consideration relevant market data when reviewing an ARIn.

7.4 The Director-General will consult with the employee party to the ARIn when undertaking a review. In these consultations, the employee may invite a union or other employee representative to assist the employee.

7.5 Subject to paragraph 7.6, if following the conclusion of the review under paragraph 7.1 or 7.2, and the consultation required under paragraph 7.4 the Director-General:

a) concludes from the review that the position and employee who occupies the position continue to meet the ARIn eligibility criteria, the ARIn will continue to apply to the employee; or

b) considers that the terms of the ARIn should be varied to reflect relevant changes, the ARIn will be varied accordingly.

7.6 An action under paragraph 7.5 is subject to the Director-General providing a written submission to the Head of Service that the ARIn continue, or be varied.

7.7 If, following the conclusion of the consultation required under paragraph 7.4 the Director-General concludes from the review that the position or the employee who occupies the position do not meet the ARIn eligibility criteria, the ARIn will, subject to paragraph 7.9, cease to operate.

7.8 To avoid doubt, in the case of ARIns for a group of employees, paragraph 7.7 will not affect the ARIns of those employees in the group that continue to meet the ARIn eligibility criteria.

7.9 The Director-General must provide the employee with a minimum of 90 days written notice, or less if agreed by the employee, before the ARIn ceases to operate under paragraph 7.7 or is varied under paragraph 7.5(b).

8. *Salary Sacrifice Arrangements*

8.1 Remuneration and conditions provided under an ARIn may be used for the purposes of salary sacrifice arrangements in accordance with the Salary Sacrifice Arrangement provisions of this Agreement. Where an employee salary sacrifices any part of the terms of an ARIn and in accordance with this Framework the ARIn ceases to apply, the employee must notify the salary sacrifice arrangement provider that the terms of the ARIn can no longer be packaged.

9. *Notification*

9.1 The Director-General will provide information to the Chief Minister, Treasury and Economic Development Directorate about ARIns approved by the Director-General for employees in the Directorate during the reporting year, for inclusion in the State of the Service Report.

9.2 The Chief Minister, Treasury and Economic Development Directorate will provide regular reports to the union(s) on ARIns including details of the number, terms and classifications of all ARIns approved by directorates.

10. *Interpretation*

10.1 In this Framework, unless the contrary intention appears:

'base rate of pay' in relation to an employee is the rate of pay payable under Annex A of this Agreement for the employee's classification on the date the ARIn commences, or for a review, on the date that the ARIn is approved or varied following a review.

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

'Head of Service' means the person occupying the position of Director-General of the Chief Minister, Treasury and Economic Development Directorate and exercising the powers of the Head of Service.

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

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

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
Excess Fares and Travelling Time	Expense	All Directorates
Fire Duty Coordinator	Disability	ESDD and TAMSD
First Aid	Qualification	All Directorates
Intermittent Driving Duties	Functional	All Directorates
Linguistic Availability Performance	Qualification	All Directorates
Medical Imaging Allowance	Functional	Health
Mental Health Officer	Functional	Health
Motor Vehicle	Expense	All Directorates
Onerous Recall	Disability	Health and JACSD
Overtime Meal	Disability	All Directorates
Pathology Allowance	Functional	Health
Relocation	Expense	Health
Sonography Allowance	Functional	Health
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, under the conditions set out in Part 7.1 of the *Public Sector Management Standards*.								

Camping (cont.)	Payment on Leave	(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. 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. 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. 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. 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 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)

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	(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: 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 b) the approval of the officer directly responsible for the camping party is first obtained. (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 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

			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
Fire Duty Coordinator	Employee Type	An employee who is a member of the Incident Management Team as selected each fire season. Note: delegation for payment only by the head of service.								
	Directorate	(TAMSD, ESDD)								
	Description	The allowance is paid for being rostered for fire related tasks. Only payable during fire season. Payment only to be made to staff who have the training and ability to form immediately into the Incident Management Team.								
	Rate/Frequency	per week	$674.37	$687.86	$698.18	$708.65	$719.28	$730.07	$741.02	$752.13
	Payment on Leave	Not paid during any type of paid or unpaid leave.								

			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
Onerous Recall	Employee Type	Health Professionals and Radiation Therapists.								
	Directorate	(Health, JACSD)								
	Description	Where a Radiation Therapist or Health Professional is rostered on call or close call and in receipt of the relevant allowance the following arrangements will apply when that employee is recalled to duty by an authorized person: 1. Where the employee has been released from duty and left the workplace/campus, and a further callout occurs within three hours of notice of the previous callout, an Onerous Recall Allowance will be paid; 2. A maximum of two Onerous Recall Allowance will be paid to an employee in any on-call period. An on call period will be a period of up to 24 hours; 3. All other Agreement provisions regarding the payment of overtime will continue to apply; and 4. The Onerous Recall allowance will be made in addition to any overtime payments.								
	Rate/Frequency	per occurrence	$267.17	$272.51	$276.60	$280.75	$284.96	$289.24	$293.57	$297.98
	Payment on Leave	Not paid during any type of paid or unpaid leave.								

			Rate at 01/07/2012	2.0% from 04/07/2013	1.5% from 03/07/2014	1.5% from 09/04/2015	1.5% from 08/10/2015	1.5% from 07/04/2016	1.5% from 06/10/2016	1.5% from 06/04/2017
Overtime Meal Allowance	Employee Type	All classifications								
	Directorate	(All Directorates)								
	Description	An employee who works overtime where the overtime is worked: 1. After the end of ordinary duty for the day, to the completion of or beyond a meal period, and any subsequent meal period, without a break for a meal; or 2. After the completion of the employee's ordinary hours of duty for the day, and after a break for a meal which occurs after that completion and where the employee is not entitled to payment for that break; 3. Before the commencement of ordinary hours of duty, and before a break for a meal which occurs after that completion and where the employee is not entitled to payment for that break; or 4. On a Saturday, Sunday or public holiday, in addition to the employee's normal weekly hours of duty, extending beyond a meal break and where the employee is not entitled to payment for that break; will be paid an allowance. For the purpose of this allowance a meal period will mean the following periods: (a) 7.00am to 9.00am; (b) 12 noon to 2.00pm; (c) 6.00pm to 7.00pm; and (d) midnight to 1.00am.								
	Rate/Frequency	per occasion	$24.76	$25.26	$25.63	$26.02	$26.41	$26.80	$27.21	$27.62
	Payment on Leave	Not paid during any type of paid or unpaid leave.								

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, with the exception of those allowances listed in (3) below, only be entitled to receive payment for the disability which attracts the highest rate of allowance.
3. Where an employee is eligible to receive more than one allowance in respect of the following disabilities, Cold Places, Confined Spaces, Dirty Work, Height, Hot Places and Wet Places, the rates payable will be cumulative.
4. Where an employee experiences a disability while working on shifts which attract penalty rates or while working overtime at overtime rates, the rate of the allowance payable is not increased.
5. A Building Services employee is not eligible to be paid a disability allowance listed above.
6. A supervisory employee is not eligible to be paid a disability allowance listed above, with the exception of Asbestos eradication, which will be paid to a Foreman or works supervisor experiencing this disability.

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	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: 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. 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. 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.								
	Rate/Frequency	per fortnight (1) Base Level:	$22.98	$23.44	$23.79	$24.15	$24.51	$24.88	$25.25	$25.63
		per fortnight (2) Advanced Level:	$28.78	$29.36	$29.80	$30.24	$30.70	$31.16	$31.62	$32.10
		per fortnight (3) Occupational/Specialist Level:	$34.15	$34.83	$35.36	$35.89	$36.42	$36.97	$37.53	$38.09

First Aid (cont.)

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

Note:

1. First Aid Allowance:

(a) The First Aid Allowance is based on possession of qualifications issued by a registered training organisation, or other recognised organisation, with an accredited course, that has the capacity to deliver, assess and issue qualifications for nationally recognised training in First Aid.

(b) The First Aid Allowance is payable only if the relevant first aid qualification of an employee is current.

(c) Where the qualification of an employee who is in receipt of the allowance is no longer current, the 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.

			Rate at 01/07/2012	2.0% from 04/07/2013	1.5% from 03/07/2014	1.5% from 09/04/2015	1.5% from 08/10/2015	1.5% from 07/04/2016	1.5% from 06/10/2016	1.5% from 06/04/2017
Linguistic Availability Performance (LAPA)	Employee Type	All classifications								
	Directorate	(All Directorates)								
	Description	Employees whose duties involve communication on a regular basis in languages other than English, including Deaf Oral language, Deaf Sign language and Aboriginal languages, will be paid an allowance if their language competence meets the required level, as follows:								
	Rate/Frequency	per annum (1) NAATI Level 1:	$1,009.14	$1,029.32	$1,044.76	$1,060.43	$1,076.34	$1,092.49	$1,108.87	$1,125.51
		per annum (2) NAATI Level 2 or higher:	$2,016.86	$2,057.20	$2,088.06	$2,119.38	$2,151.17	$2,183.43	$2,216.19	$2,249.43
	Payment on Leave	The allowance is payable during paid personal leave, annual leave and long service leave, pro-rata where appropriate, but not during any other period of leave.								
	Exclusion	Employees who are classified as an Interpreter or Translator are not eligible for the allowance.								
	Note	Eligible part-time employees are entitled to receive the allowance on a pro-rata basis.								
	Additional information	See Note 2. below.								

Note:

2. Linguistic Availability/ Performance Allowance:

(a) The required standard of language competence is accreditation at National Accreditation Authority for Translators and Interpreters (NAATI) Level 1.

(b) Where assessment in a language is not offered by NAATI, the 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

			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
Intermittent Driving Duties	Employee Type	All classifications								
	Directorate	(All Directorates)								
	Description	An employee, other than one performing the duties of a motor driver, who is required to undertake intermittent driving duties as an incident of his or her employment involving the acceptance of full responsibility for the operation of a vehicle, will be paid an allowance (computed on a daily basis for each day or part of a day on which he or she is so employed) to raise their pay to the following rates:								
	Rate/Frequency	per annum (1) Under 19, (70% of GSO 3):	$20,407.91	$20,816	$21,128	$21,445	$21,767	$22,094	$22,425	$22,761
		per annum (2) At 19, (80% of GSO 3):	$23,322.71	$23,789	$24,146	$24,508	$24,876	$25,249	$25,628	$26,012
		per annum (3) At 20, (100% of GSO 3):	$29,153.39	$29,736	$30,182	$30,635	$31,095	$31,561	$32,034	$32,515
	Payment on Leave	Not paid during any type of paid or unpaid leave.								

			Rate from Commencement of Agreement
Medical Imaging Staff	Employee Type	Health Professional Level 3, 4, 5 and 6 employed in Medical Imaging who meet the criteria in subclause Q17.1	
	Directorate	(Health and the Public Division of Calvary Health Care ACT)	
	Description	A HP3, 4, 5, or 6 in medical imaging categories (radiographer, sonographer, (ultrasonographer),cardiac sonographer, mammographer, radiopharmacist, nuclear medicine technologist) will be paid an allowance:	
	Rate/Frequency	per annum	
	Health Professional 3		10% of base pay as set out in Annex A
	Health Professional 4	Excluding those employed as a sonographer (ultrasonographer) or cardiac sonographer	10% of base pay as set out in Annex A
	Health Professional 5	Employed in the Medical Imaging Department of the Canberra Hospital and at Calvary Health Care ACT Ltd	5% of base pay as set out in Annex A
	Health Professional 6	Employed in the Medical Imaging Department of the Canberra Hospital	5% of base pay as set out in Annex A
	Position number 28735	Manager/clinician modality leader in the Ultrasound section at the Canberra Hospital	10% of base pay as set out in Annex A
	Position number LP7902	Manager/clinician modality leader in the Ultrasound section at Calvary Health Care ACT Ltd	10% of base pay as set out in Annex A
	Payment on Leave	Paid during LSL, annual leave, paid personal leave, paid maternity leave and other paid leave.	

			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
Mental Health Officer	Employee Type	"Mental Health Officer" as defined in Section 119 of the *Mental Health (Treatment and Care) Act 1994* (ACT).								
	Directorate	(Health)								
	Description	An employee who performs the duties as a Mental Health Officer will be paid an allowance:								
	Rate/Frequency	per fortnight	$86.47	$88.20	$89.52	$90.87	$92.23	$93.61	$95.02	$96.44
	Payment on Leave	Paid during LSL, annual leave, paid personal leave, paid maternity leave and other paid leave.								

			Rate from Commencement of Agreement	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
Pathology ACT Staff	Employee Type	Health Professional 2.5 through to Health Professional 4.2 employed in ACT Pathology who meet the criteria in subclause Q16.1						
	Directorate	(Health and the Public Division of Calvary Health Care ACT Ltd)						
	Description	An employee who is employed as a Health Professional 2 and is on the fifth salary point through to and including Health Professional 4 on the second increment point will be paid an allowance:						
	Rate/Frequency	Per annum						
		HP 2.5	$1,708	$1,734	$1,760	$1,786	$1,813	$1,840
		HP 2.6	$3,216	$3,264	$3,313	$3,363	$3,413	$3,464
		HP 2.7	$4,852	$4,925	$4,998	$5,073	$5,149	$5,227
		HP 2.8	$6,349	$6,444	$6,541	$6,639	$6,738	$6,839
		HP 2.9	$4,046	$4,106	$4,168	$4,231	$4,294	$4,358

Pathology ACT Staff Cont.			Rate from Commencement of agreement	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
		HP 3.1	$7,793	$7,910	$8,029	$8,149	$8,271	$8,395
		HP 3.2	$7,249	$7,358	$7,468	$7,580	$7,694	$7,809
		HP 3.3	$6,226	$6,319	$6,414	$6,510	$6,608	$6,707
		HP 3.4	$5,013	$5,088	$5,165	$5,242	$5,321	$5,401
		HP 3.5	$4,778	$4,849	$4,922	$4,996	$5,071	$5,147
		HP 4.1	$10,874	$11,037	$11,202	$11,370	$11,541	$11,714
		HP 4.2	$10,874	$11,037	$11,202	$11,370	$11,541	$11,714
	Payment on Leave	Paid during LSL, annual leave, paid personal leave, paid maternity leave and other paid leave.						

			rate from Commencement of agreement	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
Sonography	Employee Type	Health Professional Level 4 who meet the criteria outlined in subclause Q18.1						
	Directorate	(Health and the Public Division of Calvary Health Care ACT Ltd)						
	Description	An employee who is employed at the HP4 level wholly or predominately in Sonography work and who otherwise meets the requirements set out in Clause Q18 will be paid an allowance:						
	Rate/Frequency	per annum						
		HP4.1	$9,114	$9,251	$9,390	$9,531	$9,674	$9,819
		HP4.2	$1,986	$2,016	$2,046	$2,077	$2,108	$2,140
	Payment on Leave	Paid during LSL, annual leave, paid personal leave, paid maternity leave and other paid leave.						

4. EXPENSE-RELATED ALLOWANCES

Excess Fares and Travelling Time	Employee Type	All classifications, except GSOs
	Directorate	(All Directorates)
	Description	**Excess Travelling Time:** 1. Subject to clause 2. an employee who is: (a) in receipt of an annual pay of less than $36,180; and (b) travelling or on duty away from the employee's usual place of work will be paid for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of: (i) the employee's usual hours of duty for the day; and (ii) the time necessarily spent travelling to and from home and the usual place of work. 2. Payment of excess travelling times will be made for excess travelling time: (a) that is greater than one half hour in any one day; or (b) greater than two and a half hours in any fortnight; up to a maximum of five hours for any one day. 3. Where an employee's usual place of work is variable within a specified district, the head of service will determine the usual place of work. In this case a minimum of twenty minutes travelling time each way will apply.
	Rate/Frequency	The rate of payment for excess travelling time will be: (a) single time on Mondays to Saturdays; and (b) time and a half on Sundays and Public Holidays.

Excess Fares and Travelling Time (cont.)

	Excess Fares: An employee will be entitled to the reimbursement of excess fares incurred by the employee performing duty temporarily at a place other than the employee's usual place of work, when the cost of travelling to and from the temporary place of work is greater than the cost of travelling to and from the employee's usual place of work.
Rate/Frequency	Reimbursement of excess fares incurred by the employee.
Payment on Leave	Not paid during any type of paid or unpaid leave.

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

			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
Additional Rates of Motor Vehicle Allowance	Employee Type	All classifications								
	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
Relocation	Employee Type	Employees working in ACT Pathology								
	Directorate	(Health)								
	Description	Where an employee employed in a collection centre is contacted at home and required to commence their next duty either at a different time or location, they will be paid an allowance for the duration of the relocation.								
	Rate/Frequency	First day	$26.78	$27.32	$27.73	$28.14	$28.56	$28.99	$29.43	$29.87
		Subsequent days	$13.39	$13.66	$13.86	$14.07	$14.28	$14.50	$14.71	$14.93
	Payment on Leave	Not paid during any type of paid or unpaid leave.								
	Exception	Any payment will be capped at a maximum of 5 days for each continuous relocation.								

			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.								
	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	With pay where the employee is to give evidence: (a) on behalf of a Territory, a State or the Commonwealth; or (b) on behalf of an authority established by or under a law of a Territory, State or the Commonwealth; or (c) in a judicial review or administrative review proceeding where the matter being reviewed relates to the work of the employee; or (d) before a Royal Commission appointed under a law of the Commonwealth; or (e) before a person conducting an inquiry under a law of a Territory, a State or the Commonwealth; or (f) before a person or authority exercising arbitral functions under a law of a Territory, a State or the Commonwealth. Without pay where the leave to give evidence is for any other purpose.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	**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	The entitlement to leave for Reserve Service is prescribed under the *Defence Reserve Service (Protection) Act 2001*. An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations. An employee is entitled to ADF Reserve Leave with pay, for up to 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. 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. 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. Employees are not required to pay their tax-free ADF Reserve salary to the ACTPS in any circumstances. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to 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. Defence Reserve Leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except Annual Leave. An eligible employee may also apply for Annual Leave, Long Service Leave, leave without pay, or they may use ADOs or flextime (where available) to make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
Conditions	An eligible employee must give notice to the 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 *Safety, Rehabilitation and Compensation Act 1988.*
Eligibility	An employee who is, or was, entitled to compensation leave under the *Safety, Rehabilitation and Compensation Act 1988* 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	A maximum period of: (a) in the case of an employee who is mayor or president of the council, five days in any 12 month period; or (b) in any other case three days in any 12 month period.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave for:	**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	Operational service personal leave is cumulative and is additional to personal leave entitlements contained in clause F4. **Officers:** On appointment, an eligible officer is entitled to nine weeks operational service personal leave. An eligible officer is entitled to receive an additional credit of three weeks operational service personal leave: 12 months after the date of appointment; and 24 months after the date of appointment; and 36 months after the date of appointment. The maximum operational service personal leave balance that an eligible officer may have is eighteen weeks. **Employees other than Officers:** On engagement, an eligible employee is entitled to nine days operational service personal leave. An eligible employee is entitled to receive an additional credit of three days operational service personal leave: 12 months after the date of engagement; and 24 months after the date of engagement; and 36 months after the date of engagement. The maximum operational service personal leave balance that an eligible employee may have is eighteen days. Where operational service personal leave credits have been exhausted, the head of service may grant an employee personal leave or a period of unpaid operational service personal leave.
Evidence and Conditions	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. An eligible officer or employee must make an application to the head of service to access their operational service personal leave entitlement. 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.

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

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

ACTPS means the Service established by the PSM Act. To avoid doubt, this includes Calvary Health Care ACT Ltd.

Agreement means the ACT Public Sector Health Professional Enterprise Agreement 2013-2017 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.

ASO means Administrative Services Officer as set out in the ACT Public Service Administrative and Related Classifications Enterprise Agreement 2013-2017.

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

Calvary means the Public Division of Calvary Health Care ACT Ltd.

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

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

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 an administrative unit so named, and includes ACT Health and the Public Division of Calvary Health Care ACT Ltd or other government agency within the meaning of the PSM Act".

DCC means the Directorate Consultative Committee 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 and includes a person who exercises Head of Service powers in relation to the appointment, engagement and employment of staff in a government agency in accordance with the PSM Act of other Territory law, but only in relation to staff of that government agency.

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

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

Eligible Casual Employee means:

(a) an employee who has been employed as a casual employee; and

(b) the employee has been employed by the ACTPS on a regular and 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 under the PSM Act 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.

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 or a person who exercises Head of Service powers in relation to the appointment, engagement and employment of staff in a government agency in accordance with the PSM Act or other Territory law, but only in relation to staff of that government agency.

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

Immediate Family means a person who is:

(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 a period of twelve months or more.

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

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

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

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

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

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

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

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

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 less than twelve months.

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

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

Temporary Employee means a person engaged under the PSM Act for a specific period of time or for a specified task under Division 5.7 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.

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

SIGNATORY PAGE

ACT PUBLIC SECTOR

HEALTH PROFESSIONAL

ENTERPRISE AGREEMENT 2013 – 2017

This is a signed copy of the enterprise agreement defined above

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

EMPLOYER	
SIGNATURE	
NAME	KATHY LEIGH
ADDRESS	1 CONSTITUTION AVENUE, CANBERRA CITY ACT, 2601
AUTHORITY TO SIGN THE AGREEMENT	SIGNATORY HOLDS THE OFFICE OF THE HEAD OF SERVICE

SIGNATORY PAGE

ACT PUBLIC SECTOR

HEALTH PROFESSIONAL

ENTERPRISE AGREEMENT 2013 – 2017

This is a signed copy of the enterprise agreement defined above

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

REPRESENTATIVE OF EMPLOYEES	
SIGNATURE	Andrew Lillicrap
NAME	Andrew Lillicrap
ADDRESS	Level 2, 109 Pitt Street, Sydney, 2000
AUTHORITY TO SIGN THE AGREEMENT	Assistant Secretary-Treasurer - HSU New South Wales Branch

REPRESENTATIVE OF EMPLOYEES	
SIGNATURE	
NAME	VINCE MCDEVITT
ADDRESS	LEVEL 1 - 40 BETSHANGE AVE, GARRAN ACT
AUTHORITY TO SIGN THE AGREEMENT	CPSU ACT SECRETARY

SIGNATORY PAGE

ACT PUBLIC SECTOR

HEALTH PROFESSIONAL

ENTERPRISE AGREEMENT 2013 – 2017

This is a signed copy of the enterprise agreement defined above

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

REPRESENTATIVE OF EMPLOYEES	
SIGNATURE	Michael G. Butler
NAME	MICHAEL GORDON BUTLER
ADDRESS	163 EASTERN RD, SOUTH MELBOURNE, VIC
TITLE/ORGANISATION	DIRECTOR INDUSTRIAL RELATIONS ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS AND MANAGERS, AUSTRALIA
WITNESS	Janet
NAME	JANET WAI KAYE TAN
DATE	2/10/14

REPRESENTATIVE OF EMPLOYEES	
SIGNATURE	
NAME	STEVEN MURRAY
ADDRESS	133 PARRAMATTA RD CAMPERDOWN NSW 2042
AUTHORITY TO SIGN THE AGREEMENT	ASSISTANT STATE SECRETARY "AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING + KINDRED INDUSTRIES UNION" KNOWN AS THE AUSTRALIAN MANUFACTURING WORKERS UNION (AMWU)

SIGNATORY PAGE

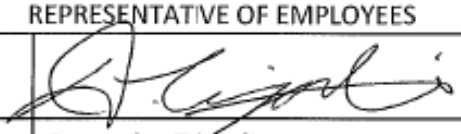
ACT PUBLIC SECTOR

HEALTH PROFESSIONAL

ENTERPRISE AGREEMENT 2013 – 2017

This is a signed copy of the enterprise agreement defined above

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

REPRESENTATIVE OF EMPLOYEES	
SIGNATURE	
NAME	Domenico Tripodi
ADDRESS	c/- The Canberra Hospital, Occupational Therapy Department PO Box 11
AUTHORITY TO SIGN THE AGREEMENT	Non-Union Bargaining Representative

FairWork Commission

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Capital Territory T/A ACT Public Service
(AG2014/7770)

ACT PUBLIC SECTOR HEALTH PROFESSIONAL ENTERPRISE AGREEMENT 2013-2017

Australian Capital Territory

DEPUTY PRESIDENT KOVACIC MELBOURNE, 28 OCTOBER 2014

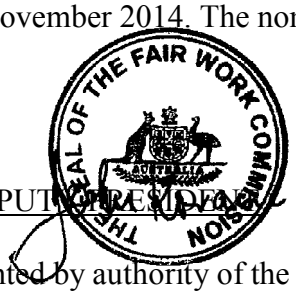
Application for approval of the ACT Public Sector Health Professional Enterprise Agreement 2013-2017.

[1] An application has been made for approval of an enterprise agreement known as the *ACT Public Sector Health Professional Enterprise Agreement 2013-2017 (***Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by the Australian Capital Territory T/A ACT Public Service. The Agreement is a single-enterprise agreement.

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

[3] The CPSU, the Community and Public Sector Union; the Health Services Union; the "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU) and the Association of Professional Engineers, Scientists and Managers, Australia, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations.

[4] The Agreement is approved and in accordance with s.54 of the Act, will operate from 4 November 2014. The nominal expiry date of the Agreement is 30 June 2017.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer
<Price code Y, AE410843 PR557092>