

**ACT DEPARTMENT OF EDUCATION, YOUTH &
FAMILY SERVICES STAFF
CERTIFIED AGREEMENT 2003 - 2004**

**Certified: 29 April 2003
Expires: 31 March 2004**



Australian Capital Territory

EDUCATION, YOUTH & FAMILY SERVICES

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PART 1 – SERVICE WIDE CONDITIONS

PREAMBLE

The Government's overall strategy for enterprise bargaining in the ACT Public Service extends beyond the current bargaining round. Its goals are to achieve more equitable pay outcomes for all staff and to reduce the number of Certified Agreements.

Through this Agreement, the development of strong cooperative relationships between the Agency, its staff and the unions bound by this Agreement, will be facilitated. These relationships will be characterised by openness, transparency and a commitment to effective consultation.

This Agreement establishes a new focus, aimed at providing a stronger service-wide context for enterprise bargaining and pay outcomes.

With this in mind, the objectives of this Agreement are to:

- provide a fair and equitable pay outcome;
- provide fair and equitable entitlements and consistency in conditions across the ACT Public Service;
- foster relationships between the parties to this Agreement that are based on mutual respect, trust and a preparedness to consider alternative viewpoints;
- promote a balance between work and personal commitments;
- provide a safe and healthy workplace; and
- provide rewarding jobs and ensure that all employees are appropriately valued and rewarded.

Through this Agreement, the Agency is also seeking to foster an environment in which it continually strives to find better ways of working.

Section A – Technical Matters

1. Title

- 1.1 This Agreement, made under Section 170 LJ of the *Workplace Relations Act 1996*, will be known as the *ACT Department of Education, Youth and Family Services Staff Certified Agreement 2003 – 2004*.

2. Persons Bound and Parties

- 2.1 In accordance with Section 170 M of the *Workplace Relations Act 1996*, the persons bound by this Agreement are:

- (a) the Chief Executive of the ACT Department of Education, Youth & Family Services on behalf of the Australian Capital Territory;
- (b) the employees of the Agency;
- (c) the Australian Liquor, Hospitality and Miscellaneous Workers Union; and
- (d) the Community and Public Sector Union.

- 2.2 The parties to this Agreement are:

- (a) the Chief Executive of the ACT Department of Education, Youth & Family Services on behalf of the Australian Capital Territory;
- (b) the Community and Public Sector Union; and
- (c) the Liquor, Hospitality and Miscellaneous Workers Union.

3. Duration

- 3.1 This Agreement will commence operation on the date of certification by the Australian Industrial Relations Commission and remain in force until 31 March 2004.

- 3.2 The parties agree to commence negotiations for a new Agreement no later than 6 months prior to the nominal expiry date, with a view to settling a replacement Agreement.

4. Relationship with Agreements, Legislation and Awards

- 4.1 This Agreement replaces and supersedes in entirety all the terms and provisions of the following Agreements, in so far as these apply to employees covered by this Agreement:

- (a) Department of Education & Community Services Staff - Central Office Certified Agreement 1999-2002

- (b) ACT Department of Education & Community Services (Birrigai Cooks, Kitchenhands, and Caretakers) Certified Agreement 2001 – 2003
- (c) ACT Department of Education & Community Services Staff Caretakers - Janitors Certified Agreement 1999 – 2002
- (d) Department of Education & Community Services School-Based Staff Certified Agreement 1999-2002
- (e) Justice and Community Safety Officers Certified Agreement 2000-2002

4.2 This Agreement will be read in conjunction with:

- (a) the *Workplace Relations Act 1996*;
- (b) the *ACT Occupational Health and Safety Act 1989*;
- (c) the *Holidays Act 1958*;
- (d) the *Public Sector Management Act 1994*; and
- (e) the Public Sector Management Standards.

4.3 This Agreement prevails over the *Holidays Act 1958*, the *Public Sector Management Act 1994* and the Public Sector Management Standards to the extent of any inconsistency.

4.4 This Agreement is read and applied in conjunction with all applicable Awards which apply to the ACT Department of Education, Youth and Family Services as varied from time to time and wholly replaces other Awards.

4.5 Awards which currently apply to the Agency are:

- [AW805162](#) A.C.T. Government Service isolated Establishment Allowance Award 1989
- [AW775437](#) CPSU (Salaries and Conditions of Service) A.C.T. Public Sector Award 1999
- [AW805493](#) Employment Conditions Australian Capital Territory Public Sector Award 2000
- [AW809074](#) General Service Officers and Related Classifications (Australian Capital Territory Public Sector) Award 2001
- [AW790899](#) National Training Wage Award 1994
- [AW791894](#) Out of Hours Restriction – Permanent Officers and Temporary Employees Agreement 1992

[AW805941](#) Public Sector Union (School Assistants Australian Capital Territory) Award 1992

4.6 Where there is any inconsistency between this Agreement and an applicable Award, the terms of this Agreement will prevail.

5. Definitions

5.1 In this Agreement:

ACTPS means the Service established by Section 12, Division 2 of Part II of the *Public Sector Management Act 1994*.

Agency means the ACT Department of Education, Youth and Family Services.

Agreement means *ACT Department of Education, Youth and Family Services Staff Certified Agreement 2003 – 2004* and includes all Schedules and Attachments.

AIRC means the Australian Industrial Relations Commission.

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

Applicable Award means an Award of the AIRC referred to in this document.

Chief Executive means a person engaged under Section 28, Division 4 of Part III of the *Public Sector Management Act 1994*, as the Chief Executive of the Agency, and includes Chief Executive Officer of (*insert Agency name*).

Commissioner for Public Administration means the person appointed under subsection 18(1), Division 2 of Part III of the *Public Sector Management Act 1994*.

Consultation means providing relevant information to employees and their 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.

Delegate means the Chief Executive or the person authorised by the Chief Executive to perform specific functions under this Agreement.

Employee means a person employed by the Territory in the Agency under the *Public Sector Management Act 1994*, excluding employees engaged as Chief Executives or Executives under Sections 28 and 72 of the *Public Sector Management Act 1994*.

Immediate family means:

- (a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) and a same sex partner of the employee; and
- (b) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

Joint Council means the Joint Union Management consultative forum formed under section 44 of the *Public Sector Management Act 1994*.

Manager means the person who has direct supervisory or leadership responsibilities for the employee.

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

Relevant Union(s) means the union(s) party to this Agreement and as nominated by the employee.

Single Bargaining Unit (SBU) for the purposes of Part 1 of this Agreement consists of the following unions:

- Australian Liquor Hospitality and Miscellaneous Workers Union;
- Australian Manufacturing Workers' Union;
- APESMA;
- Australian Salaried Medical Officers Federation;
- Australian Services Union;
- Australian Workers' Union;
- Communication Electrical Plumbers Union;
- Construction Forestry Mining and Energy Union;
- Community and Public Sector Union;
- Health Services Union of Australia;
- Media, Entertainment and Arts Alliance;
- National Union of Workers; and
- Transport Workers Union.

Short-term temporary employee means an employee engaged under s106 of the *Public Sector Management Act 1994* for a period of less than 12 months.

Union(s) means a union(s) party to this Agreement.

WR Act means the *Workplace Relations Act 1996*, as varied.

6. Special Employment Arrangements

- 6.1 The Government is committed to a process of fair and transparent employment arrangements which may include the need to address special employment requirements of agencies.
- 6.2 As soon as the Agency determines that there is a need for special employment arrangements that require specific occupational group related payments to meet its operational requirements, the relevant union(s) will be consulted. The purpose of these consultations will be to develop a framework under which these payments may be applied.
- 6.3 The application of this framework to individual employees will be for Agency decision.
- 6.4 These arrangements will not extend to day labour hire staff.
- 6.5 Upon request, the union(s) will be provided with a copy of the quarterly report provided to Government on special employment arrangements. This report will include the following information:
- (a) classification/level;
 - (b) variance of payment from the Agreement;
 - (c) reason for the variation; and
 - (d) duration of the arrangement.

7. Variation to Agreement

- 7.1 In the event that variations to this Agreement, not already provided for in this Agreement, are necessary, this Agreement may be varied in accordance with the WR Act.

8. Closed Agreement

- 8.1 During the life of this Agreement, there will be no further claims except where consistent with this Agreement and agreed between the parties.

9. Consultation

- 9.1 The parties are committed to effective consultation and employee participation in decisions that affect an employee's employment. This is essential to the successful management of change.
- 9.2 Where there are proposals by the Agency to introduce changes in the organisation or to existing work practices, the Agency will consult with affected employees and relevant unions.

- 9.3 This will involve the Agency providing relevant information to assist the employees and the unions to understand the reasons for the proposed changes and their likely impact so that the employees and the unions are able to contribute to the decision making process.
- 9.4 For this purpose, adequate time will be provided to employees and unions to consult with management and for relevant unions to consult with members.
- 9.5 The unions recognise the right of the Government to determine budgets, but the unions retain their industrial and other options to address Government budget decisions.

10. Dispute Avoidance/Settlement Procedures

- 10.1 The objective of these procedures is the prevention and resolution of disagreements about the interpretation or implementation of this Agreement in a reasonable time, by measures based on the provision of information and explanation, consultation and cooperation.
- 10.2 The parties agree to take reasonable internal steps to prevent and explore all avenues to seek resolution of disagreements.
- 10.3 Normal work should continue during the dispute resolution process unless there is a reasonable concern by the employee about an imminent risk to his or her health or safety. In these circumstances, employees will not work in an unsafe environment but, where appropriate, may accept reassignment to alternative suitable work consistent with their classification levels in the meantime.
- 10.4 Any party to the disagreement process may seek advice and/or include the involvement of a union or other independent representative to assist during any stage of the process.
- 10.5 **Resolution Process:**

In the event there is disagreement about the interpretation or implementation of this Agreement, the following steps will be applied.

Step 1: A disagreement about the interpretation or implementation of this Agreement is identified by an employee or employees or union(s) and notified to the manager.

Step 2: This step will commence within seven days of notification of the dispute. Where appropriate, the relevant employee(s) will discuss the matter with management. Should the dispute not be resolved, it will proceed to the next appropriate management level for resolution.

In instances where the dispute remains unresolved, the appropriate level of management and the relevant union or employees will be notified and a conference will be arranged and a course of action for resolution be discussed

Step 3: If the issue remains unresolved after Step 2, then it may be referred to:

- (a) the AIRC by any party for settlement of the issue; or
- (b) a private mediator agreed between the parties, for determination.

10.6 Unless the parties agree to the contrary, the AIRC will, in responding to notification, have regard to whether the parties have, in good faith, undertaken the previous steps of these procedures. The AIRC, by this Agreement, is empowered to settle the matters in dispute by conciliation or arbitration under s170LW of the WR Act or a recommendation by consent under Section 111AA of the WR Act.

10.7 The AIRC's decision will be accepted by the parties subject to legal rights of appeal.

11. Right of Entry/Freedom of Association

11.1 Division 11A of the WR Act prescribes the purpose and manner in which unions may exercise right of entry provisions in the workplace. The Agency recognises the legitimate right of unions to represent those employees who are members, or eligible to become members, and will grant access in accordance with the WR Act, providing that work is not disrupted, for normal union business or to represent employees. Union officials are also able to enter the workplace to distribute or post promotional material provided that work is not disrupted.

11.2 Nothing in this clause will affect the right of union officials to meet with management or members, or otherwise enter the premises on legitimate union business at times reasonable to the parties.

11.3 Membership of a union is voluntary and employees will not be treated differently because they are, or are not, members of a union.

11.4 If a union requests it, then their members will, if they choose, have union subscription fees automatically deducted from their salary for payments to the union under the arrangements in place in the Agency, as at the time of certification of this Agreement.

12. Co-Operation and Facilities for Union Representatives

12.1 Reasonable access to Agency facilities, including the internal courier service, email (including access to the ACT Government Email list), telephone, facsimile, photocopying, access to meeting rooms and

storage space, will be provided to union delegates to assist them to fulfil their obligations, duties and responsibilities having regard to the Agency's operational requirements and resource issues. Such facilities will only be used in accordance with published government policies and for union business other than for industrial action.

12.2 Union delegates will be provided with adequate time, as required by the responsibilities of the position, to undertake their representative duties during normal working hours within the workplace.

13. Attendance at Industrial Courses and Seminars

13.1 Leave will be granted to employees to attend short training courses or seminars on the following conditions:

- (a) that operating requirements permit the grant of leave;
- (b) that the scope, content and level of the short courses are such as to contribute to a better understanding of industrial relations;
- (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 10 days leave in any calendar year.

13.2 Any short course conducted or accredited by a relevant employee organisation (for example the Australian Council of Trade Unions and the Trades and Labour Council) will be accepted as complying with the condition in clause 13.1.

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

14. Diversity in the Workplace

14.1 The Agency recognises and encourages the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. The Agency aims to ensure that this diversity is used in appropriate employee contribution to effective decision making and delivery of client service.

14.2 The Agency will work with employees to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religious belief, political opinion, national extraction or social origin. Harassment of any kind will not be tolerated.

14.3 Where a discrimination or harassment issue arises, the Agency will take quick action to address the issue.

Section B – Rates of Pay and Pay Related Matters

15. Pay Increases

- 15.1 The classifications and rates of pay are set out in **ATTACHMENT A**.
- 15.2 Allowances which are traditionally adjusted in line with pay increases will be adjusted in accordance with the increases provided for in clause 15.7.
- 15.3 Stage 1 Pay Parity: prior to payment of the salary increases contained in clause 15.7, all employees covered by this Agreement will translate to the salary rates as set out at Attachment A to Part 2 of this Agreement.
- 15.4 The Government is committed to providing 50% funding supplementation for the purposes of implementing Stage 1 pay parity.
- 15.5 As a result of the implementation of Stage 1 and Stage 2 pay parity:
- (a) no job losses will occur within the Agency; and
 - (b) no cost offsetting will occur within the Agency Part 2 negotiations to fund the implementation of either stage.
- 15.6 Stage 2 Pay Parity: the Government is committed to achieving service-wide pay parity from the commencement of the next agreement.
- 15.7 There will be an 10.5% pay increase for all classifications covered by this Agreement over the life of the Agreement, to apply as follows:
- (a) 6.5% backdated to 26 September 2002; and
 - (b) 4% from 1 July 2003.
- 15.8 Each pay increase will commence from the first full pay period on or after the prescribed date.
- 15.9 The relevant union may request a review of the classification/work value review on behalf of an employee or group of employees. Where such a review is requested the relevant parties will meet to discuss the merits of the review including those matters outlined in clause 15.10. Where the parties cannot reach agreement on the need to conduct the review then it will be open to either party to seek to resolve the disagreement in accordance with the dispute resolution procedure.
- 15.10 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).

15.11 Any classification/work value review will be undertaken in consultation with the relevant union(s).

16. Pay Points and Increments

16.1 Any employee who is selected to the ACTPS, who is promoted or is approved to perform the duties of a higher office, is entitled to be paid at the base pay point for the position.

16.2 However, the employee may be paid at a higher pay point within that classification level if the Delegate so determines taking into consideration such factors as their qualifications, relevant work experience, current salary, ability to make an immediate contribution and difficulties in attracting and retaining suitable employees.

16.3 Increments apply to both an employee's permanent and higher duties classification. When an employee has completed 12 months higher duties within a 24 month period an increment will be paid and all further instances of higher duties will be paid at this level.

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

16.5 Any provisions that have been negotiated and agreed by the parties which permit accelerated progression through increment points for both new and existing employees are set out in Part 2 of this Agreement. These provisions cannot allow for more than two additional increments in any one calendar year.

16.6 An employee is entitled upon completion of the relevant incremental assessment, to be paid an annual increment on and from the relevant anniversary of the date of commencement for the employee concerned.

17. Probation

17.1 The provisions of the PSM Act and of relevant Awards concerning employment on probation will continue to apply, as modified by clauses 17.2 and 17.3.

17.2 Where a person is appointed on probation under the PSM Act, the period of probation will be 3 months, or longer if this is reasonable, having regard to the nature and circumstances of the employment.

17.3 For the purposes of clause 17.2, the reference in section 70(3) of the PSM Act to 6 months will be read as 3 months.

18. Superannuation

- 18.1 The parties note that the Commonwealth Government has indicated its intention to establish new arrangements to provide employees with greater choice and control over their superannuation.
- 18.2 In the event of changes to superannuation legislation during the life of this Agreement, the Territory will consult with unions regarding the changes.
- 18.3 The parties agree that there will be no detrimental changes to the superannuation entitlements of existing employees under the Commonwealth Superannuation Scheme and the Public Sector Superannuation Scheme.

19. Flexible Remuneration Packaging

- 19.1 Voluntary access to flexible remuneration packaging will be made available to employees on a salary sacrifice basis in accordance with policies and guidelines issued by the Commissioner for Public Administration from time to time.
- 19.2 All costs incurred as a result of remuneration packaging under these provisions will be met by the employee.
- 19.3 The employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in flexible remuneration packaging.
- 19.4 Changes to flexible remuneration packaging arrangements, including taxation changes, will not be a cause for further claims against the employer.
- 19.5 The Agency will continue to provide appropriate information to employees concerning flexible remuneration packaging.

20. Income Protection Insurance

- 20.1 During the term of this Agreement, a joint working party comprising nominated representatives of the Single Bargaining Unit and the Chief Minister's Department will examine Income Protection Insurance schemes, to determine whether any would be feasible for application on a service wide basis in the ACTPS. Any agreed outcomes arising from this examination will be implemented in the next round of ACTPS Agreements.

Section C - Allowances

21. Expense Related Allowances

- 21.1 All expense and skill related allowance rates (other than those referred to in clause 22.1) will be revised by an agreed process through the Joint Council.
- 21.2 Until agreement on any changes on rates is reached through the Joint Council, the current rates for any such expense and skill related allowance rates not determined centrally will apply unless otherwise agreed in Part 2 of this Agreement.

22. On-Call Related Allowances

- 22.1 A Joint Working Group will be established through nominated representatives of the Chief Minister's Department and the Single Bargaining Unit to examine the current On-Call and Standby, Call Back, Restricted Duties and Out of Hours Return to Duty allowances and to develop revised and simplified service-wide allowances, including appropriate rates and conditions, that will apply in the ACTPS, by no later than 30 December 2003.
- 22.2 Until agreement is reached through the Joint Working Group and any new service-wide allowances are implemented through amendments to the Public Sector Management Standards, the current rates for all these allowances will apply unless otherwise agreed in Part 2 of this Agreement.
- 22.3 The rates that apply under clause 22.2 will continue to apply until they are replaced by the revised allowances agreed by the Working Group.

23. Relocation Allowance

- 23.1 The principle behind the relocation allowance is to provide assistance to staff recruited from interstate with the reasonable costs of relocation.
- 23.2 The allowance will involve reimbursement within, or up to, a pre-determined ceiling with the amount to be advised by the relevant manager prior to the move. The amount paid should be fully supported by receipts. The relevant reimbursement ceiling begins at \$12,000 for singles and increases by \$2,000 for each dependant (maximum of six dependants). Reimbursement above six dependents will increase by \$1,750 for each additional dependant. This ceiling will be reviewed by an agreed process through Joint Council.

23.3 For the purposes of this clause, dependant does not require actual financial dependency and includes members of the officer's immediate household including a spouse, same sex partner, parent, parent of spouse, 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.

23.4 The Delegate may approve payment in excess of the approved amount or ceiling in exceptional circumstances.

24. Higher Duties Allowance

24.1 Higher Duties Allowance is payable to an employee who is directed to temporarily perform the duties of a position with a higher classification.

24.2 An employee acting in a position with a maximum salary of an ASO 6 or equivalent, or less will be paid Higher Duties Allowance for a period of 1 day or more.

24.3 An employee acting in a position with a salary or maximum salary greater than the maximum salary of an ASO6 or equivalent will be paid Higher Duties Allowance for a period of 5 days or more.

24.4 An employee receiving Higher Duties Allowance is entitled to normal incremental progression and any increment gained while performing Higher Duties Allowance is maintained upon cessation of the higher duties.

24.5 Previous Higher Duties Allowance service will be considered in determining the appropriate salary point for future periods of higher duties.

24.6 Where the period of Higher Duties Allowance is expected to exceed 6 months the vacancy will be advertised within the ACTPS.

24.7 Periods of HDA should not normally extend beyond 12 months. If after 12 months the position is nominally vacant it will be advertised unless there are exceptional circumstances.

Section D – Job Security

25. Outsourcing/Use of Contractors

- 25.1 The parties are committed to promoting permanent employment within the ACTPS by developing and maintaining a responsive, impartial and efficient public service.
- 25.2 In line with the ACT Government's policy of minimising the use of consultants/contractors within the public sector, the Outsourcing Working Party will provide advice and recommendations to the Joint Council about strategies:
- (a) to minimise the use of consultants/contractors across the ACTPS;
 - (b) to minimise the use of sub-contractors and increase the use of direct employment of workers across the ACTPS;
 - (c) to review and assess outsourced services with the ambition of returning these to direct ACT Government provision where the review demonstrates a beneficial outcome to the community;
 - (d) to support direct employment relationships, but where sub-contractors are operating, that industrial and legal mechanisms to protect their rights, be developed and implemented; and
 - (e) to jointly review the operation of the purchaser-provider model and make recommendation about the implementation of alternative models.
- 25.3 The Agency will endeavour to ensure that the staff of any contractors they propose to engage receive fair and reasonable pay and conditions, having regard to any applicable Awards and Certified Agreements of the AIRC.

26. Casual and Temporary Employment

- 26.1 In line with the Government's policy to promote permanent employment in the ACTPS, the Agency will endeavour to minimise the use of temporary and casual employment.
- 26.2 The Agency agrees to the use of temporary employees only where there is no employee available in the ACTPS with the expertise, skills or qualifications required for the duties to be performed or the assistance of a temporary nature is required by the Agency for the performance of urgent or specialised work within the Agency and it is not practical in the circumstances to use the services of an existing employee.
- 26.3 The parties acknowledge that there may be circumstances where the Agency has to undertake a program or task which requires dedicated resources by persons with skills or experience for which the

engagement of such persons on a casual basis is needed for the operational requirements of the Agency.

- 26.4 However, where any proposed employment arrangements will involve a regular and systematic pattern of work and where the person has a reasonable expectation that such arrangements will continue, then the Agency should consider engaging the person on a different basis, including on a permanent or temporary basis.
- 26.5 Where a position has been nominally vacant for a continuous period exceeding two years, the Agency will consult with the relevant union(s) on the circumstances for this and the feasibility of proceeding to fill the position on a permanent basis. The parties agree to review the operation of this clause during the life of this Agreement.

27. Privatisation

- 27.1 The parties note the ACT Government's policy of in-principle opposition to the privatisation of ACT Government assets.
- 27.2 In the event that privatisation of the Agency, or a service or services currently supplied by an Agency is under consideration, the parties will consult on the implications for employees and the Agency from these proposals.
- 27.3 Where such privatisation is under consideration, the Agency 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 Agency and subject to consideration on equal terms to any other bid. An independent probity auditor will be appointed by the Agency to oversee the assessment of the in-house bid.

Section E – Leave

28. Personal Leave

28.1 Personal leave combines sick leave, carer's leave and special leave as provided in the Public Sector Management Standards. The eligibility requirements in the Public Sector Management Standards will continue to apply except where varied under this clause.

- (a) There are 18 days full pay (or the equivalent period as expressed in Part 2 of this Agreement), accumulative leave available to employees for personal illness and illness of a member of the immediate family or household within an accrual year.
- (b) Managers may approve personal leave other than for personal illness, or the illness of a member of the immediate family or household in special circumstances. Special circumstances cover extraordinary and unforeseen circumstances where it is essential that the employee have leave from the workplace. In these special circumstances, reasonable evidence may be required by the manager.
- (c) There is no restriction on the amount of personal leave up to the available credit able to be utilised in relation to the illness of a member of the immediate family or household.
- (d) Subject to the approval of the Delegate, in special circumstances employees may elect to utilise personal leave at half pay for absences of at least one week (subject to deduction from credits at a rate of 50% per day).
- (e) Employees' existing access to leave in special circumstances will be converted to accumulative personal leave credits subject to reduction by the amount of leave in special circumstances already granted in the current accrual year.
- (f) If a medical certificate is not produced when an employee applies for leave for personal illness or the illness of a member of the immediate family, or household, the Delegate may grant personal leave up to 5 consecutive working days. A maximum of 9 days (or the equivalent period as expressed in Part 2 of this Agreement), without a medical certificate, for personal illness or the illness of a member of the immediate family or household, can be taken within an accrual year.
- (g) A manager may, with reasonable cause, request medical certification for any absence at the time of notification of the absence.

28.2 The Agency will accept medical certificates from all medical service providers recognised by a registered health fund.

29. Bereavement Leave

- 29.1 Bereavement leave with pay applies from the first day of service and counts as service for all purposes.
- 29.2 Employees are entitled to up to three days leave (non-cumulative) on each occasion of a death of a member of the employee's immediate family or household; and on the death of an employee's partner, parent of spouse or partner, foster parent, step parent, step sibling, guardian or foster child.
- 29.3 Bereavement leave granted of at least one day whilst on another type of leave will result in the re-crediting of that leave.
- 29.4 Further paid or unpaid bereavement leave, in addition to clause 29.2, may be granted if considered appropriate by the Delegate.

30. Annual Leave

- 30.1 Employees will accrue the equivalent of 20 days annual leave (or the equivalent period as expressed in Part 2 of this Agreement), for each full year worked.
- 30.2 Part-time employees will accrue a pro-rata credit based on the number of part-time hours worked.
- 30.3 Shift-workers will accrue leave in accordance with the relevant Award.
- 30.4 Granting of annual leave will be subject to operational requirements.
- 30.5 Consistent with the purpose of annual leave, employees will be encouraged to utilise their leave entitlement. Managers will be encouraged to approve annual leave subject to operational requirements.
- 30.6 Where 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.
- 30.7 An employee who is medically unfit for duty for one day or longer while on annual leave and who produces satisfactory medical evidence may apply for personal leave. In these circumstances, annual leave will be re-credited for the period of personal leave granted.

31. Annual Leave Loading

- 31.1 Employees who are entitled to annual leave under clause 30 will be paid an annual leave loading of 17.5%.
- 31.2 This annual leave loading will be based on the greater of the following:
- (a) the employee's annual salary and any entitlements the employee would have received had the employee commenced annual leave on 1 January (excluding shift penalties); or
 - (b) any shift penalties which the employee would have performed had the employee not been on approved annual leave.
- 31.3 The annual leave loading payable under clause 31.2(a) is subject to a maximum payment, which is the equivalent of the Australian Bureau of Statistics' male average weekly total earnings for the September quarter of the year before the year in which the date of accrual occurs. Where the leave accrual is less than for a full year, this maximum is applied on a pro rata basis.
- 31.4 Part time employees will be paid the annual leave loading on a pro rata basis.
- 31.5 An employee whose services cease and who is entitled to payment in lieu 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.
- 31.6 The annual leave loading will be paid in accordance with the agreed process set out in Part 2 of this Agreement.

32. Half Pay Annual Leave

- 32.1 In addition to the entitlements to annual leave as contained in any relevant industrial instrument, employees are entitled, subject to operational requirements, to elect to utilise annual leave at half pay for any period up to their available credit. Credits will be deducted at a rate of 50% per day.

33. Purchased Leave

- 33.1 Subject to clause 33.2, employees may purchase additional leave up to a maximum of 4 weeks. This additional leave is without pay and accounted for by a fortnightly deduction of salary over a twelve month period.
- 33.2 Approval to purchase additional leave is subject to the discretion of the manager and the operational requirements of the work area.

- 33.3 Employees may commence participation in purchased leave arrangements from the beginning of each quarter in the year. Alternative commencement dates will be permitted either by the agreement of the employee and the Agency or if the employee experiences unforeseen personal circumstances.
- 33.4 All such leave purchased will be taken within a twelve month period from the date of commencement in the Scheme. Purchased leave not taken will be forfeited and the value of the leave refunded at the end of the calendar year.
- 33.5 Purchased leave will count as service for all purposes.
- 33.6 The purchase of additional leave under this clause will not affect the superannuation obligations of the employer and/or the employee involved.

34. Public Holidays

- 34.1 In accordance with the *Holidays Act 1958*, employees will observe the following holidays:
- (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) Canberra Day as declared by the ACT Legislative Assembly;
 - (d) Good Friday and the following Saturday and Monday;
 - (e) 25 April (Anzac Day) or if that day falls on a Saturday or Sunday, the following Monday;
 - (f) the second Monday in June (Queen's Birthday);
 - (g) the first Monday in October (Labour Day);
 - (h) Christmas Day or if that day falls on a Saturday or Sunday, the following Monday;
 - (i) 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;
 - (j) the next working day after Boxing Day, or any other day declared by the Commissioner of Public Administration in accordance with the PSM Act; and
 - (k) any other day, or part of any day, declared by the Minister to be a public holiday in accordance with the *Holidays Act 1958* or declared by the Commissioner for Public Administration in respect of employees in the ACTPS.
- 34.2 Holidays may be substituted in accordance with the provisions of the *Holidays Act 1958* or industrial instruments.

- 34.3 A public holiday, being the first Monday in March, will exist for all those employees:
- (a) for whom an entitlement for Union Picnic Day exists; and
 - (b) who provide the Agency with proof of purchase of a Union Picnic Day ticket.

34.4 An employee who takes this public holiday under clause 34.3 is not entitled to take leave declared under clause 34.1(j).

35. Long Service Leave

35.1 Entitlements for long service leave under the PSM Act will apply except that employees may be granted leave to the extent of pro-rata long service leave credits after 7 years eligible service. There is no entitlement to payment in lieu of long service leave, except as prescribed under the PSM Act.

35.2 Managers and employees recognise and accept their mutual responsibility to encourage utilisation of long service leave.

35.3 Long service leave may be taken on double, full or half pay when approved by the Delegate and subject to operational requirements, with credits to be deducted on the same basis.

36. Maternity Leave

36.1 This clause will apply from 11 March 2003.

36.2 Employees are entitled to 14 weeks paid maternity leave where section 168 of the PSM Act applies.

36.3 Subject to the following, entitlements for maternity leave under the PSM Act will be retained:

- (a) employees may spread the payments for the 14 week paid maternity leave absence over a 28 week period at half pay. The additional period of paid maternity leave will count as service for all purposes; and
- (b) the Delegate may approve, subject to a medical certificate, an employee taking paid maternity leave in a non-continuous manner, provided that recreation leave and long service leave will not be approved until the employee has used all of their paid maternity leave entitlement.

36.4 The entitlement to 14 weeks paid maternity leave, or to 28 weeks paid maternity leave at half pay, may be taken in any combination subject to the requirements in section 173 of the PSM Act on the production of a medical certificate on the fitness for duty.

36.5 An employee on maternity leave may access annual leave and long service leave on full or half pay other than for the period the employee is on paid maternity leave.

36.6 Entitlements under this clause do not extend the maximum period of paid and unpaid maternity leave available.

37. Primary Care Giver Leave

37.1 This clause will apply from 11 March 2003.

37.2 Where an employee, other than an employee entitled to maternity leave under clause 36, demonstrates that they are the primary care giver of a new born or adopted child, then, subject to clause 37.3, the provisions of clause 36 will apply.

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

Example 2: the primary care giver may be the spouse or the same sex partner of the mother.

37.3 The total combined entitlement under this clause and clause 36 and equivalent clauses in any other ACTPS Certified Agreement is 14 weeks of paid leave, which may be taken in any combination by the primary care giver provided that the mother and the other employee entitled to primary care giver leave do not take these forms of paid leave concurrently.

37.4 This clause is subject to the requirements of Section 173 of the PSM Act on the production of a medical certificate on the fitness for duty of the mother where these requirements are relevant.

37.5 Unpaid paternity leave of 5 days will continue to apply in addition to this clause and may be taken concurrently.

38. Regular Part-Time Employment Following Leave Under Clause 36 or Clause 37

38.1 This clause will apply from 11 March 2003.

38.2 Employees returning from maternity or parental leave will be entitled to access regular part-time employment for a period up to two years from the birth or adoption of their child.

38.3 Either the employee who accesses paid maternity leave under clause 37.2 or the mother who is entitled to and accesses paid maternity leave under clause 36 will be entitled to access regular part-time employment as provided in clause 38.2.

39. Other Leave

39.1 Other leave may be approved by the Delegate with or without pay, depending on the purpose of the leave.

39.2 Other leave provisions are as follows:

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
Arbitration	With/ Without	Yes	Granted to an employee who is a representative of a staff organisation to present a case, give evidence in proceedings or prepare material for submission to the AIRC.
To accompany spouse on a posting	Without	No	<p>Granted to an employee for the purposes of accompanying their spouse for the period, or part of the period of a temporary posting overseas or interstate. Maximum period is the period during which the spouse of the employee is required to perform duties overseas, or interstate.</p> <p>Schools Assistants working in schools, returning the duty after accompanying a spouse on a posting must recommence duties at the commencement of the next school year.</p>
Campaign	Without	No	<p>Granted to an employee to enable them to campaign for their election to:</p> <ul style="list-style-type: none"> • the Legislative Assembly of the Australian Capital Territory; • a House of the Parliament of the Commonwealth or of a State; or • a legislative or advisory body which has been approved by the Commissioner. <p>Maximum period is 3 months.</p>
Ceremonial	Without	No	<p>Granted to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes connected with the death of a member of their immediate or extended family, or for other ceremonial obligations - maximum of 10 days in any 2 year period in addition to bereavement leave.</p>
Employment associated with compensation leave	Without	Yes	<p>Granted to an employee to engage in employment outside the ACTPS if:</p> <ul style="list-style-type: none"> • the employee is, or was, entitled to compensation leave; and • the employment is part of a rehabilitation process. <p>Maximum period is 3 years.</p> <p>Granted to an employee who is on a graduated return to work program to have a form of special recreation leave for the amount of excess recreation leave they would normally be deemed to have taken but have been unable to, due to their compensation leave.</p>

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
Special recreation leave on return from compensation leave			<p>Where an employee is on full time compensation leave on 1 July and the provisions of Part 17 Rule 11 of the PSM Standards would normally apply, the deeming process is effectively deferred upon their return to duty for either:</p> <ul style="list-style-type: none"> • 12 months upon the commencement of a graduated return to work (GRTW) program; or • 3 months if they return to normal working hours, provided this does not extend the deferral beyond the original 12 months. <p>Where an employee is on a GRTW program on 1 July and the provisions of Part 21 Rule 11 of the PSM Standards would normally apply, the deeming process is effectively deferred for 12 months from 1 July or for 3 months after a return to normal working hours provided this does not extend the deferral beyond the original 12 months.</p> <p>The granting of leave during a GRTW should be carefully considered by the appropriate approving authority and the Rehabilitation Case Manager as it may have a detrimental effect on any return to work program.</p> <p>If at the end of the 12 month or 3 month period, there is still an excess recreation leave credit, the employee is deemed immediately to be on recreation leave for a period equalling the remainder of the excess credit.</p> <p>If an employee is still on GRTW at the end of 12 months and they have accrued another recreation leave credit, and this is also excess, the above provisions apply to the extent that 6 months is substituted for 12 months.</p>
Defence service	With for first 14 days then without	Yes except for annual leave	<p>Granted to an employee to enable them to undertake a period of specified defence service as set out in this section.</p> <p>Leave granted after the commencement of a period of leave is deemed to take effect at the commencement of that period (that is, retrospective approval).</p> <p>The relevant Chief Executive may grant leave to an employee to enable them to perform full time defence service as set out in this section.</p>

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
Defence service (cont)	A period, or periods of leave, not exceeding 33 days in aggregate - with	A period, or periods of leave, not exceeding 33 days in aggregate - yes	<p>A Chief Executive may grant leave to an employee to perform full-time service in a time of war as defined in the <i>Defence Act 1903</i> and/or for the purposes of the United Nations in:</p> <ul style="list-style-type: none"> • the Defence Force; • a naval, military or air force of a country allied or associated with Australia for the purposes of defence; or • a naval, military or air force of the United Nations. <p>A Chief Executive may grant leave for an employee to undertake continuous full-time service as a member of the Navy, Army or Air Force for a period not exceeding 4 years for which the employee has volunteered.</p> <p>If an employee, under Commonwealth law is required to render additional service at the conclusion of the period of service for which they have volunteered to serve, the leave granted under this section by a Chief Executive to that employee is extended for the period necessary to enable the employee to undertake that additional service.</p> <p>If an employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose.</p> <p>Granted to an employee to enable them to undertake the following defence service training:</p> <ul style="list-style-type: none"> • annual training as a member of the Navy, Army or Air Force; • training for a continuous period of not less than 28 days, including Saturdays and Sundays, in the case of members of the Navy who are not required to perform annual training, but who are required to undergo a period of training at intervals of not less than 2 years; or • attendance at a school, class or course of instruction, conducted for the training of members of the Navy, Army or Air Force. <p>Maximum period of leave in a year for annual training is:</p> <ul style="list-style-type: none"> • member of the Navy – 13 days; • member of the Army – 14 days;

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
Defence service (cont)	With	Yes	<ul style="list-style-type: none"> • member of the Air Force – 16 days. <p>Maximum period of leave in a year for attendance at a school, class or course of instruction, conducted for the training of members of the Navy, Army or Air Force is:</p> <ul style="list-style-type: none"> • member of the Navy – 13 days; • member of the Army – 16 days; • member of the Air Force – 16 days. <p>Maximum period of defence service leave set out above includes any Saturday or Sunday between the first day of a period of leave in respect of a continuous period of training and the last day of that period of leave.</p> <p>If a person who is the commander of an employee in relation to an employee's membership of the Navy, Army or Air Force, certifies in writing that attendance by an employee for the purposes of annual obligatory defence service training for a period in addition to those specified above is necessary, leave with pay not exceeding 4 days in a year may be granted to the employee to enable them to undertake that additional training.</p> <p>If in a year an employee is required to engage as a member of the Army in a continuous period of training of not less than 33 days, including Saturdays and Sundays, leave of absence may be granted to the employee to enable them to engage in that continuous period of training.</p> <p>Granted to an employee to attend an interview or medical examination in connection with their enlistment in a Reserve Force or Defence Force. Leave must not be granted under this section if an employee is eligible to be granted personal leave.</p> <p>In this section, unless the context indicates otherwise, a 'year' means any period commencing on 1 July and ending on the following 30 June.</p>
Employment or work in the interests of defence or public safety	Without	1 st 12 months – yes. 2nd 12 months – yes except annual leave	<p>Granted to an employee to engage in work or employment that the Chief Executive certifies is in the interests of the defence or public safety of the Commonwealth or the Territories. Maximum period is 2 years. If an employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose.</p>

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
Emergency leave for duty with the State Emergency Services	With	Yes	Up to 4 days for each emergency granted to an employee who is a member of a State/Territory Emergency Service, fire-fighting service, search and rescue unit or other volunteer service performing similar functions to fulfil an obligation in the event of a civil emergency.
Emergency leave for disasters	With	Yes	<p>May be granted, following consultation with the relevant counter-disaster organisation (the appropriate responsible organisation, under current Australian disaster management arrangements, in relation to the place where the employee's home is situated), where the employee's home (the premises where the employee ordinarily resides or resides for the time being and from which the employee travels to work) or contents have been destroyed or significantly damaged (where the home is wholly or partly uninhabitable for health or safety reasons), if the Chief Executive is satisfied that the leave is necessary to assist the employee to cope with the effects of the disaster.</p> <p>Limit of 3 days in each sick leave year.</p>
Engagement in employment in the interests of the ACTPS	Without	Yes except for annual leave	<p>Granted to an employee to enable them to engage in employment outside the ACTPS that is in the interest of the Service.</p> <p>Unless otherwise approved by the Chief Executive in special circumstances, an employee is not eligible to be granted leave to engage in employment outside the ACTPS unless:</p> <ul style="list-style-type: none"> • in the case of an employee appointed on probation – their appointment has been confirmed; or • in the case of an employee not appointed on probation or a temporary employee – a continuous period of service or employment exceeding 6 months has been completed. <p>A Chief Executive may not grant leave without pay to enable an employee to engage in employment outside the ACTPS with a government-owned business enterprise to work in a position:</p> <ul style="list-style-type: none"> • as a Principal Chief Executive Officer of the enterprise; or • equivalent to a Senior Service Classification.

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
Engagement in employment in the interests of the ACTPS (cont.)			Maximum period 5 years. If an employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose
During hours of duty	With or without	Yes	Granted to an employee in respect of an absence from duty during the ordinary hours of duty on a day. If granted on any one day, leave must not be granted to the employee for any absence on the following day.
Sporting	With	Yes	<p>Granted to an employee who is an accredited official or competitor to attend in that capacity for international sporting events or other events if the Chief Executive is satisfied that:</p> <ul style="list-style-type: none"> • the event has major international significance; or • the multidisciplinary nature of the event warrants approval. <p>May also be granted to an employee with national or international sporting status to undertake sports training for representative competition.</p>
Jury service	With	Yes	Granted to an employee to serve as a juror. The employee is entitled to payment of their usual salary. If they are paid jury fees, this amount must be deducted from their salary less reasonable out-of-pocket expenses.
Local Government purposes	With	Yes	<p>Granted to an employee who is a duly elected office holder of a local government council to enable them to attend formal meetings of the council.</p> <p>Maximum period:</p> <ul style="list-style-type: none"> • 5 days in any period of 12 months in the case of an employee who is the mayor or president of the council; and • in any other case, 3 days in any period of 12 months.
Not provided for elsewhere	Without	No	<p>If, but for this section, an employee cannot be granted leave, a Chief Executive may grant leave to the employee up to a maximum period of 12 months.</p> <p>The Commissioner may direct, in special circumstances, that a period of leave granted is to be with pay or to count as service having regard to:</p>

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
Not provided for elsewhere (cont.)			<ul style="list-style-type: none"> • the purpose for which the leave is being taken; • the length of service of the employee; and • the length of the period for which the leave is being taken.
Parental	Without	No	<p>Granted to an employee following the birth or adoption of a child to enable them to care for the child. Leave may commence on the day of the birth of the child, or in the case of an adopted child on the day on which the employee assumes responsibility for the child.</p> <p>Maximum period of leave is 40 weeks, less any period of absence granted under Part VIII of the PSM Act. This period does not include the required period of absence described under that Part of the Act.</p> <p>If an employee's spouse is also an employee the aggregate period of leave granted to them under this section must not exceed 66 weeks. This includes leave granted to the employee and the spouse under the section, and leave without pay granted to the employee and the spouse under Part VIII of the PSM Act. This aggregate period does not include the required period of absence described under that Part of the Act.</p> <p>The WR Act includes minimum entitlements to parental leave. These minimum standards allow the child's primary carer 52 weeks to care for the child in the first year of the child's life. The 52 weeks can be shared between the parents whether employed inside or outside the ACTPS.</p> <p>That Act will only apply if an employee has first exhausted any leave under standard maternity and parental leave provisions, and if they meet the eligibility criteria for this leave.</p>
Leave for a spouse on the birth/ adoption of a child	Without	Yes	5 days on birth or adoption of child.
For returned soldiers for medical purposes etc.	With	Yes	<p>Granted to an employee who is a returned soldier to attend an appointment for periodical medical attention, prosthetic treatment or pension review under the <i>Veterans' Entitlement Act 1986</i>.</p> <p>Maximum period of leave is 2 weeks in each sick leave year.</p>

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
Staff Organisation Leave	Without	See detail in next column	<p>May be granted to an employee to hold a full-time elective office, or a full-time non-elective office, in a staff organisation, a council of staff organisations or a credit union, co-operative society, building co-operative, or similar body.</p> <p>If the leave is to work in a non-elected office, the employee must have been employed by the ACT Government or the Australian Public Service for not less than 4 years to be eligible for this leave.</p> <p>In the case of a credit union or similar body, the body must be incorporated by law, and be conducted by, or on behalf of members of the staff organisation, for:</p> <ul style="list-style-type: none"> • the benefit of the members of the staff organisation; or • the benefit of all persons employed by the ACT Government. <p>Except in the circumstances set out below such a period of leave does not count as service for any purpose other than for accruing sick leave and for calculating the qualifying period under Part VII of the PSM Act.</p> <p>A Chief Executive may grant leave to an employee to take up an honorary office in a staff organisation. Up to 2 months of such leave in a calendar year counts as service for all purposes. Any period of leave which exceeds, in aggregate, 2 months in a calendar year, does not count as service for any purpose.</p> <p>Maximum period of leave is the period for which the employee is elected to office, or in the case of a non-elected office, 3 years.</p>
To attend as witness	With/ Without	Yes	<p>Granted to an employee to give evidence before a body or person before whom evidence may be taken on oath.</p> <p>Except for leave granted for a purpose specified below, leave must be without pay.</p> <p>Leave with pay may be granted for an employee to give evidence:</p> <ul style="list-style-type: none"> • on behalf of a Territory, a State or the Commonwealth; • on behalf of an authority established by or under a law of a Territory, a State or the Commonwealth;

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
To attend as witness (cont.)			<ul style="list-style-type: none"> • in a judicial review or administrative review proceeding where the matter being reviewed relates to the work of the employee; • before a Royal Commission appointed under a law of the Commonwealth; • before a person conducting an inquiry under a law of a Territory, a State or the Commonwealth; or • before a person or authority exercising arbitral functions under a law of a Territory, a State or the Commonwealth. <p>An employee is entitled to retain any amounts received by way of witnesses' expenses.</p> <p>An employee who is granted leave with pay under this section who is required to travel to give evidence, is entitled to the payment of travelling allowances and expenses on the same basis as if the employee had travelled in the course of their duties. The total amount paid to the employee must be reduced by any amount received as witnesses' expenses.</p>
Religious	Without	No	<p>Granted to an employee to attend a ceremony integral to the practice of their religious faith. To be eligible for religious leave, the employee must be an adherent to the particular religious faith and be a practising member of that religious faith.</p> <p>Religious leave is only available for ceremonies that are of significant importance to the particular faith and are generally observed by the entire faith. Religious leave is not available for ceremonies that are only of significance to the individual member of the particular religious faith.</p> <p>The employee should notify their manager in advance of the particular ceremonies that they wish to attend – maximum of 10 days in a 2 year period.</p>

Section F – Recognition of Work and Life Responsibilities

40. Introduction

40.1 This Section deals with working hours, leave arrangements and other work and life balance initiatives. The Agency recognises the need to provide sufficient support and flexibility at the workplace to enable employees to balance work and life responsibilities.

41. Management of Excessive Hours

41.1 The parties to this Agreement recognise the importance of 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.

41.2 Managers 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 and employee together must review workloads and priorities and determine appropriate strategies to address the situation. In doing so, the manager 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.

41.3 In line with the ACT Government's commitment for an analysis to be undertaken of the extent of paid and unpaid overtime performed in the ACTPS, a joint working party comprising nominated representatives of the Single Bargaining Unit and the Chief Minister's Department will undertake this analysis, with the objective of completing it by February 2004.

41.4 Once the overtime analysis has been completed, the Agency will consult with the relevant unions to develop appropriate strategies and their implementation to address this issue.

42. Home Based Work

- 42.1 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.
- 42.2 Home based work, on a regular basis, is a voluntary arrangement which requires the agreement of both the Agency and the employee. Employee initiated requests will be considered, having regard to operational requirements and the suitability of the work.
- 42.3 In determining appropriate home based work arrangements, managers and employees will consider a range of matters, including:
- (a) appropriate and effective communication with office based staff;
 - (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.
- 42.4 Home based work arrangements may be terminated by the Agency on the basis of operational requirements, inefficiency of the arrangements, or failure of the employee to comply with the arrangements.
- 42.5 An employee may terminate home based work arrangements at any time by giving reasonable notice to their manager.
- 42.6 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.
- 42.7 Home computing facilities may be provided where the need is agreed between an individual employee and their manager. Provision of equipment will be subject to occupational health and safety requirements and to an assessment of technical needs by the manager.

43. Vacation Childcare Program

- 43.1 This clause introduces an arrangement for assistance with holiday care program costs and will apply for twelve months from the commencement of this Agreement.
- 43.2 Where an employee with school children is formally restricted by his/her manager from taking annual leave, purchased leave or long

service leave during school holidays, the Agency will pay \$15 per day towards the cost of each school child enrolled in an accredited school holiday program, up to a maximum of \$150 per family per week with a maximum of 2 weeks per family per year. The money will be paid by reimbursement on production of an original receipt. An accredited program is a program approved and/or subsidised by a State, Territory or Local Government.

- 43.3 Temporary employees will only be eligible for the subsidy if they will be employed by the Agency for a period of at least 12 months.
- 43.4 The subsidy will apply only on the days when the employee is at work.
- 43.5 The subsidy will be paid regardless of the length of time the child is in the program each day, but it cannot exceed the actual cost incurred.
- 43.6 An employee whose spouse or partner receives a similar benefit from his/her employer is not eligible for the subsidy.

44. Family Care Costs

- 44.1 Where an employee is directed to work outside their regular pattern of work, the Delegate may authorise reimbursement by receipt for some or all of the costs of additional family care arrangements.

45. Scheduling of Meetings

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

46. Regular Part Time Work and Job Sharing

- 46.1 The parties recognise that Regular Part Time Work and Job Sharing can be an effective means of reconciling the sometimes conflicting demands of an employee's work and personal commitments. To that end, Regular Part Time Work and Job Sharing are available to employees on the following basis.

Regular Part-time Work

- 46.2 Employees who work part time hours are those whose regular hours of work are less than those of a full time employee for that relevant classification over a four week period.
- 46.3 The Agency is committed to providing employees with opportunities to access part-time work so that they can more easily balance their work and life responsibilities. These responsibilities might include primary

responsibility for a pre-school child, care of elderly parents or caring for a family member with a disability.

- 46.4 Applications for part-time work will be considered on the basis of the personal needs of the employee, taking into consideration operational requirements.
- 46.5 For employees returning from maternity or parental leave see clause 38.2.

Job Sharing

- 46.6 Job sharing arrangements may be introduced by agreement between the Delegate and the employees 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.
- 46.7 Full-time employees or their representatives must request in writing permission to work in a job sharing arrangement. The Delegate will agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.
- 46.8 The pattern of hours for the job sharing arrangement will be agreed between the employees and the Delegate. However, any single attendance at the office-based worksite will be for not less than three consecutive hours.
- 46.9 An employee who is in a job sharing arrangement and who was previously working full-time may revert to full-time employment before the expiry of the agreed period of job sharing if all parties to the arrangement agree. In the event that either employee ceases to participate in the job sharing arrangement, the arrangement will terminate.
- 46.10 Any other conditions applying to regular part time work and job sharing will be as provided in the relevant Awards.

47. Nursing Mothers

- 47.1 Employees who are breastfeeding will be provided with the facilities and support necessary to enable them to combine a continuation of such breastfeeding with their employment.
- 47.2 Significant sized agencies are required to establish and maintain a room for nursing mothers. Lactation consultants are available to advise on the needs of a room. Often a room requires little outlay other than a clean refrigerator, sink and a comfortable chair. Guidelines should be established governing the use of the room to

ensure access, privacy and hygiene standards. Where there is no other space available, a first aid room may be used, and the guidelines governing its use amended accordingly.

- 47.3 Up to one hour paid lactation breaks per day/shift will be available for nursing mothers.
- 47.4 Regular part time work will be available to nursing mothers returning to work in accordance with clause 38.

Section G –Career Development

48. Career Development Arrangements

- 48.1 The Agency is committed to attracting and retaining skilled employees able to deliver high-quality outcomes for the Government and for the Canberra community. The Agency will offer its employees professionally rewarding career opportunities with appropriate training and development.
- 48.2 The Agency is committed to providing its employees with opportunities and resources for career growth and development through participation in relevant learning and development activities. Employees will have access to opportunities for improving their performance, through participation in relevant learning and development activities as identified through individual performance management or organisational needs. Some options include:
- (a) Feedback - timely constructive feedback aimed at developing skills and self-awareness.
 - (b) Coaching - as an ongoing process of developing skills through setting appropriate challenges, on-the-job training, encouragement and debriefing.
 - (c) Practice and Observation – observing how work is done by another person and providing opportunities to practise skills.
 - (d) Training Courses – including any formal event where a presenter works with a group of participants through a program of activities to develop skills and knowledge.
 - (e) Conferences – including opportunities to present papers.
 - (f) Mentoring – where advice and counselling is provided, usually by someone with a different set of skills and experiences.
 - (g) On-the-job training – utilising a step-by-step process of teaching a person how to do a practical or procedural task.
 - (h) Career Counselling – where individuals are taken through a series of self-analysis techniques in order to identify a career goal and an action plan to meet that goal.
 - (i) Rotation – short term movements to another work area with a specific development goal in mind.
 - (j) Reading Program – reading and research into a particular topic and presentation of results and conclusions in a research paper or presentation
 - (k) Project Team – working as a member of a project team can provide a stimulating combination of practice, observation, delegation, transfer and joint problem solving.
 - (l) Formal Study – the undertaking of formal study in areas which link to the achievement of corporate goals or which meet career development needs, or maintain formal relevant qualifications.

Where formal study is undertaken, the Agency's Studybank/Studies Assistance Guidelines apply.

48.3 The Delegate will have the authority, within their budget, for approving assistance for formal studies in any one or a combination of the following options:

- (a) approval as a full-time or part-time student;
- (b) travel to and from study activities;
- (c) study leave (with or without pay); and/or
- (d) financial assistance.

Section H – Performance Culture

49. Commitment to a Performance Culture

49.1 The parties are committed to developing a performance culture that promotes an ethical working environment that is respected by both managers and employees. This commitment recognises and rewards employees for their contribution towards the achievement of the Agency's objectives but does not permit the inclusion of performance pay.

50. Purpose and Principle Objectives

50.1 The purpose of performance management is to emphasis the relationship between corporate, team and individual responsibilities and performance and to align individual, team and organisational objectives and results.

50.2 The benefits and goals of performance management include:

- (a) the ability for employees to develop a clear picture of their role and purpose within their Agency;
- (b) establishment of improved communication between employees and managers; and
- (c) the skills and potential of employees are able to be explored and developed.

51. Performance Management Schemes

51.1 If either party identifies issues of concern with the operation of any existing performance management scheme in the Agency, the parties will consult on these issues.

51.2 The parties will consult on any proposed changes to existing performance management schemes in the Agency.

51.3 The parties will consult on the development of any new performance management schemes to apply in the Agency.

52. Reward and Recognition

52.1 The Agency is committed to achieving an environment where employees feel valued for the contribution they make to achieving organisational goals. It is acknowledged that the most effective form of recognition is timely and appropriate feedback.

52.2 The parties will consult on other effective ways of recognising and rewarding the achievement of individuals and work groups.

Section I – Managing Under-Performance

53. Objectives and Application

- 53.1 Under this Section, procedures are established for managing under-performance by an employee. The objectives of these procedures are to provide advice and support to an employee whose performance is below standard and to provide a fair, prompt and transparent framework for action to be taken where an employee continues to perform below expected standard.
- 53.2 Consistent with good management practice, concerns about unsatisfactory work performance should be raised by the manager with the employee at the time they arise. The manager should offer advice and support to the employee to overcome these concerns. The manager should inform the employee that the following procedures might be invoked if the work performance continues to be unsatisfactory.
- 53.3 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.
- 53.4 These procedures do not apply to temporary employees, casual employees or employees during a probationary period.
- 53.5 Unless specifically referred to in this Section, the procedures outlined in this Section apply to the exclusion of provisions contained in Sections 139 to 147 of the PSM Act and any inefficiency procedures contained in the ACT Public Sector Management Standards and Best Practice Notes.
- 53.6 This Section sets out the manner in which decisions and actions taken in relation to the management of under-performing employees may be reviewed. These procedures will apply to the exclusion of the rights of appeal and review under Part X1 of the PSM Act and the internal review procedures (Section K) of this Agreement.
- 53.7 In order to ensure that these procedures operate in a fair and transparent manner, the manager will be responsible for making written records of all relevant discussions under these procedures. The employee should be given the opportunity to comment on any such records before signing them.

Commencement of Formal Under-Performance Procedures

54. Step One: Action Plan

- 54.1 Where a manager considers that an employee's work performance is not satisfactory and the manager has previously discussed concerns about the employee's performance with the employee and the problem continues or recurs, the manager will inform the employee in writing of this assessment and the reasons for it. The employee will be invited by the manager to provide the manager with written comments on this advice, including any reasons that may have contributed to the recent standard of work performance of the employee.
- 54.2 After taking into account the comments from the employee, the manager must prepare an action plan designed to improve the work performance of the employee.
- 54.3 This action plan will be developed by the manager in consultation with the employee.
- 54.4 The manager will invite the employee to have another party present during discussions on developing the action plan and allow reasonable opportunity for this to be arranged.
- 54.5 The action plan will:
- (a) identify the expected standard of work required of the employee on an on-going basis;
 - (b) develop training and development strategies that the employee should undertake;
 - (c) outline the potential implications if the employee does not meet the expected standard; and
 - (d) specify an assessment process and period for the action plan (the action plan period), which should not normally be less than one month and should not exceed three months.
- 54.6 Any current performance agreement for the employee will be suspended during the period of the action plan. Any incremental advancement for the employee will be suspended during the action plan period.

55. Step Two: Regular Assessment

- 55.1 During the action plan period, the manager 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.

55.2 If at the end of the action plan period, the manager considers that further time is needed for a fair assessment to be made, then the manager may extend the action plan period by up to a further three months. The manager will inform the employee in writing of this decision before the end of the action plan period.

56. Step Three: Final Assessment/Report

56.1 If at the end of the action plan period, the manager assesses the work performance of the employee as satisfactory, no further action will be taken under these procedures. The manager will inform the employee in writing of this conclusion.

56.2 If at the end of the action plan period, the manager assesses the work performance of the employee as not satisfactory, the manager will provide an assessment report to the Delegate.

57. Step Four: Under-Performance Action

57.1 The Delegate will advise the employee in writing:

- (a) of the assessment and reasons for the manager's assessment;
- (b) of the action or actions (under-performance action) proposed to be taken;
- (c) that the employee is invited to respond in writing to the proposed action within a specified period (not to be less than 24 hours or more than 7 days); and
- (d) explaining the appeal mechanisms available under the Agreement.

57.2 One of the following actions is available under these procedures:

- (a) transfer to other duties (at or below current salary);
- (b) reduction in incremental point;
- (c) temporary or permanent reduction in classification/salary; and
- (d) termination of employment.

57.3 At any time after 7 days from the date the Delegate informed the employee under clause 57.1, the Delegate may, after taking into consideration any written comments from the employee, take any of the under-performance actions outlined in the information provided to the employee under clause 57.1. The Delegate will inform the employee in writing of this decision.

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

58. Appeal Rights

- 58.1 The employee has the right under Section L to appeal any under-performance action taken under this Section, except action to terminate the employee's employment.

- 58.2 The employee has the right to bring an action under Division 3 of Part VI A of the WR Act in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

Section J – Discipline

59. Objectives and Application

- 59.1 Under this Section, procedures are established for managing discipline issues arising from misconduct by an employee. The objective of these procedures is to encourage the practical and expeditious resolution of discipline issues in the workplace.
- 59.2 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.
- 59.3 These procedures do not apply to short-term temporary employees, casual employees or employees during a probationary period.
- 59.4 These procedures apply to the exclusion of provisions contained in Part 1X of the PSM Act and the discipline procedures contained in the ACT Public Sector Management Standards and Best Practice Notes, except where any of the provisions are specifically provided for in this clause.
- 59.5 The manner in which decisions and actions taken in relation to the management of disciplinary issues under this Agreement may be reviewed is set out in clause 67. These procedures will apply to the exclusion of the rights of appeal and review under the PSM Act and the internal review procedures contained in Section K of this Agreement.

60. When Discipline Action May Be Taken

- 60.1 Discipline action may be taken in any of the following circumstances where an employee:
- (a) fails to meet the requirements set out in Section 9 of the PSM Act;
 - (b) engages in conduct described in Workplace Relations Regulation 30CA;
 - (c) returns to duty after a period of unauthorised absence and does not offer a satisfactory reason on return to work;
 - (d) is convicted of a criminal offence or where a court finds that an employee has committed an offence but a conviction is not recorded. The circumstance(s) and seriousness of the offence will be taken into consideration, the duties of the employee and the interests of the ACTPS and/or the interests of the Agency will also be considered;
 - (e) does not notify the Agency of criminal charges in accordance with clause 68.1.

61. Discipline Procedures: General Considerations

- 61.1 The procedures set out in clauses 63 to 66 constitute a framework for addressing disciplinary issues and will be implemented in so far as circumstances allow.
- 61.2 The Delegate may, in circumstances where there are allegations of serious misconduct, move to a later step in the procedures, including the final step (eg final warning or termination of employment) without going through any or all of the previous steps. In these circumstances, alternatives to counselling and warnings may be appropriate and may be taken by the Delegate before misconduct is determined. Such actions by the Delegate may include immediate transfer to other duties, suspension with or without pay, or re-allocation of duties.
- 61.3 Where misconduct is found to have occurred, one of the following actions is available to the Delegate:
- (a) a written admonishment;
 - (b) a financial penalty;
 - (c) transfer to other duties (at or below current salary);
 - (d) reduction in incremental point;
 - (e) a temporary or permanent reduction in classification/salary;
 - (f) suspension with or without pay; or
 - (g) termination of employment.
- 61.4 Discipline action under this clause must be proportionate to the degree of misconduct concerned. In determining the appropriate discipline action to be taken, the following factors should 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 Agency;
 - (c) the circumstances of the misconduct;
 - (d) any mitigating factors; and
 - (e) the previous employment history and the general conduct of the employee.
- 61.5 In order to ensure that these procedures operate in a fair and transparent manner, the manager will be responsible for making written records of all relevant discussions under these procedures. The employee should be given the opportunity to comment on any such records before signing them. Formal records of discipline action taken should be managed consistent with the applicable legislation.

62. Suspension

- 62.1 The following procedures apply where a Delegate is considering suspending an employee under clauses 61.2 or 68.2 and the Delegate is satisfied that it is in the public interest, the interests of the service or in the interests of the Agency that the employee be suspended.
- 62.2 The Delegate should not normally suspend an employee without first giving the employee an opportunity to be heard, unless in the opinion of the Delegate it would not be appropriate in the particular circumstances to give the employee such an opportunity.
- 62.3 If the Delegate is of the opinion that the suspension action should be taken immediately, the Delegate may take the suspension action considered necessary first, and then give the employee an opportunity to be heard.
- 62.4 The Delegate should notify the employee to be suspended the reasons why they are being suspended. The employee should be given an opportunity to respond to the suspension notice. The Delegate may then consider the employee's statement and any other relevant information, assessing the nature and seriousness of the offence, the relevance of the offence to the nature of the duties of the employee, and the circumstances in which the offence was committed prior to a direction of suspension being given.
- 62.5 The Delegate will, if the suspension continues for more than 30 days, consider whether the suspension should be removed.
- 62.6 An employee suspended without pay may seek alternate employment outside the ACTPS for the period of the suspension.
- 62.7 An employee suspended without pay may apply to the Delegate, in cases of hardship, for the granting accrued entitlements of long service and/or recreation leave only or reversion to suspension with pay.
- 62.8 An employee whose salary is reduced under this clause and who is later acquitted of the criminal offence, or found not to have been guilty of the misconduct, is entitled to be repaid the amount by which the employee's salary was reduced.
- 62.9 An employee who is permitted to take leave under clause 62.7 and who is later acquitted of the criminal offence, or found not to have been guilty of the misconduct, is entitled to be recredited with the period of leave that was taken.
- 62.10 Where an employee has been suspended under this clause:

- (a) is later found guilty of the criminal offence (whether or not a conviction is recorded), or is found guilty of misconduct: and
- (b) 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 Delegate decides otherwise.

Discipline Procedures

63. Step One: Informal Discussion

- 63.1 Upon becoming aware of possible instances of misconduct which are likely to be resolved without more formal disciplinary action, the manager should informally discuss the particular behaviour with the employee as soon as possible. The manager should retain an informal record of the discussion eg. diary entry.
- 63.2 In the event that the particular behaviour does not recur, the manager will not take the issue further under these procedures and will inform the employee of this decision.

Commencement of Formal Discipline Procedures

64. Step Two: Counselling and (if necessary) First Warning/Action

- 64.1 Upon becoming aware of possible instances of misconduct by an employee, the manager should counsel the employee about the alleged misconduct to assist the employee to improve his or her conduct. Prior to counselling, the manager should:
 - (a) inform the employee of the nature of the alleged misconduct in writing, at least 24 hours prior to an interview being conducted, and of the correct conduct required;
 - (b) invite the employee to have another party present during counselling and allow reasonable opportunity for this to be arranged; and
 - (c) advise the employee that the manager will also have a witness present and that a record of the interview will be kept and the employee will be invited to sign the record of interview.
- 64.2 During counselling, the manager should:
 - (a) explain the nature of the alleged misconduct and the possible implications of the misconduct (ie. the range of discipline actions being considered), and, if appropriate, formally warn the employee in writing of these possible implications;
 - (b) give the employee a reasonable opportunity to respond to allegations before forming a conclusion, (if not possible during the counselling, in light of the employee's response to any allegations,

the manager should as soon as practicable take any further action the manager considers necessary to establish the facts of the allegations. This may require a subsequent meeting);

- (c) formulate a plan of action, including, setting out the required standards of conduct and other such steps designed to improve the employee's conduct; and
- (d) set out time frames for review of the employee's subsequent conduct if appropriate.

64.3 A record of the interview should be provided to the employee and the employee should be given the opportunity to correct any inaccuracies and provide comments before signing the record. If the employee elects not to sign the record, then details of the offer should be clearly noted.

64.4 If a formal written warning is given, the employee should be clearly advised that that the counselling constitutes a "first warning" and that continuing misconduct (or a recurrence of the misconduct of a serious nature as defined in Workplace Relations Regulation 30CA) could result in discipline action up to and including dismissal.

64.5 Where misconduct is sufficiently serious then discipline action may be taken at this point up to and including termination of employment in accordance with clauses 66.4 and 66.5. If such action is being contemplated, the employee may also seek to have another party represent them in any discussions provided that the employee is also present.

65. Step Three: Counselling and (if necessary) Second and Final Warning/Action

65.1 Where the manager considers that the employee's conduct has not improved (or a recurrence of the misconduct of a serious nature as defined in Workplace Relations Regulation 30CA), the manager should again counsel the employee about the alleged misconduct to assist the employee to improve his or her conduct. The pre-counselling, counselling and record keeping requirements are the same at this stage as set out in Step Two except that the outcome of previous counselling should be included in the new record.

65.2 If appropriate, the employee should be clearly advised that the counselling comprises a "second and final warning" and that continuing misconduct (or a recurrence of the misconduct of a serious nature as defined in Workplace Relations Regulation 30CA) could result in action up to and including termination of employment.

65.3 Where misconduct is sufficiently serious then discipline action may be taken at this point up to and including termination of employment in accordance with clauses 66.4 and 66.5. If such action is being

contemplated, the employee may also seek to have another party represent them in any discussions provided that the employee is also present.

66. Step Four: Discipline Action

- 66.1 Where the manager considers that an employee's conduct has not improved (or the misconduct of a serious nature as defined in Workplace Relations Regulation 30CA has recurred) following, as appropriate, counselling and warning under Step Three, the manager must meet with the employee.
- 66.2 At the outset, the manager must explain to the employee the serious implications if the misconduct by the employee is found to have occurred, including the possibility that the employee's employment may be terminated. The manager must inform the employee that the employee's alleged misconduct is to be investigated by the Delegate.
- 66.3 The pre-counselling, counselling and recording requirements are the same at this stage as set out in Steps Two and Three except that the outcome of previous counselling should be included in the new record.
- 66.4 After investigating the alleged misconduct, the Delegate should advise the employee in writing of:
- (a) the decision as to whether the misconduct (or continued misconduct) has been found to have occurred;
 - (b) the reasons for arriving at this conclusion;
 - (c) the discipline action proposed;
 - (d) the period during which the employee has to respond to the proposed discipline action (a minimum of 5 working days); and
 - (e) the appeal mechanisms that are available under this Agreement.
- 66.5 At any time after 5 working days from the date the employee was informed under clause 66.4, the Delegate may, after taking into consideration any written comments from the employee, take any of the discipline action outlined in the information provided to the employee under clause. The Delegate will inform the employee in writing of this decision.

67. Appeal against Discipline Action

- 67.1 The employee has the right under Section L to appeal any discipline action taken under this Section, except action to terminate the employee's employment.
- 67.2 The employee has the right to bring an action under Division 3 of Part VI A of the WR Act in respect of any decision under this Agreement to

terminate the employee's employment. This will be the sole right of review of such a decision.

68. Criminal Charges and Offences

- 68.1 An employee must advise the Delegate in writing of any relevant criminal charges laid against the employee where there are reasonable grounds for believing that the interests of the Agency or of the ACTPS may be adversely affected taking into account:
- (a) the circumstances and seriousness of the alleged offence;
 - (b) the duties of the employee; and
 - (c) the effective management of the work area.
- 68.2 The Delegate may suspend the employee in accordance with the suspension arrangements under clause 62, depending on the nature of the charges.
- 68.3 If the employee is subsequently convicted of a criminal offence, or where a court finds that an employee has committed an offence but a conviction is not recorded, the employee must provide a written statement regarding the circumstances of the offence to the Delegate within 5 working days.
- 68.4 The circumstance and seriousness of the offence, and any effect on the interests of the ACTPS and/or the interests of the Agency, will be taken into consideration by the Delegate in determining whether further discipline action is appropriate.
- 68.5 For purposes of clause 68.4, one of the following actions is available to the Delegate:
- (a) a written admonishment;
 - (b) a financial penalty;
 - (c) transfer to other duties (at or below current salary);
 - (d) reduction in incremental point;
 - (e) a temporary or permanent reduction in classification/salary;
 - (f) suspension (with or without pay); or
 - (g) termination of employment.

Section K – Internal Review Procedures

69. Objectives and Application

- 69.1 Under this Section, procedures are established for employees to seek a review of management decisions or actions that affect them.
- 69.2 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.
- 69.3 These procedures apply to all employees covered by this Agreement.
- 69.4 The provisions of this Section will apply to the exclusion of the grievance and promotion/temporary performance appeal provisions contained in the PSM Act.

70. Decisions and Actions Excluded

- 70.1 The following decisions and actions are excluded from the rights of an employee to seek a review under these procedures:
- (a) decisions regarding the policy, strategy, nature, scope, resourcing or direction of the ACTPS and agencies;
 - (b) decisions of a Minister;
 - (c) decisions regarding security arrangements;
 - (d) decisions regarding superannuation;
 - (e) decisions regarding workers' compensation;
 - (f) decisions relating to probationary arrangements for an employee;
 - (g) decisions on classification of an office;
 - (h) decisions arising from the discipline procedures of this Agreement;
 - (i) decisions arising from the under-performance procedures of this Agreement;
 - (j) rates of pay;
 - (k) directions for another employee to perform the duties of a higher office for periods up to and including 6 months;
 - (l) directions for another employee to perform the duties of a higher classification (with a salary less than that of a Senior Officer Grade C or equivalent classification) for periods greater than 6 months if the vacancy was advertised;
 - (m) decisions to promote, appoint or engage an employee or decisions regarding temporary contracts;
 - (n) decisions to transfer or promote another employee to an advertised vacancy where the employee was not an applicant;
 - (o) fixing of conditions of employment established under the PSM Act, Standards and Agreements made under the WR Act; and
 - (p) decisions to transfer an employee within the Agency.

70.2 Employees may seek a review of the processes leading to decisions under (l) and (m).

71. Initiating a Review

71.1 An employee or their representative has the right to apply for a review of any action or decision in relation to their employment unless the action or decision is specifically excluded under this Section.

71.2 An employee or their representative may initiate an appeal under these procedures by making an application to the Chief Executive that:

- (a) is in writing; and
- (b) describes the reasons why the application is being made and the outcome sought.

72. Chief Executive Powers and Responsibilities

72.1 The Chief Executive must arrange for an application for review to be investigated by an independent person (the nominee), who may be:

- (a) a senior manager in the Agency who was not involved in the original decision or action;
- (b) a person agreed by the relevant union(s) and nominated from a list approved by the Commissioner for Public Administration; or
- (c) a person from another ACTPS Agency.

72.2 The Chief Executive may determine the process under which an application is reviewed, subject to the principles set out in clause 72.3.

72.3 The nominee must have due regard to the principles of natural justice and procedural fairness and act with as little formality and 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;
- (b) providing reasonable opportunity to respond;
- (c) advising them of their rights to representation.

72.4 After due consideration, the nominee may recommend to the Chief Executive 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 clause 70.1;
- (b) a period of 28 days has elapsed since the employee was advised of the decision;

- (c) the employee has made an application regarding the decision to a court or tribunal, or where the nominee believes it is more appropriate that such an application be made; or
- (d) the nominee believes on reasonable grounds that the grievance:
 - (i) is frivolous or vexatious;
 - (ii) is misconceived or lacks substance; or
 - (iii) should not be heard for some other compelling reason.

72.5 The Chief Executive must either confirm a recommendation made by the nominee under clause 72.4 that an application should not be considered or arrange for another nominee to consider the application.

72.6 The Chief Executive will inform the employee in writing, within 14 days of the date of any decision under clause 72.4, including, where applicable, the reasons for a decision not to consider the application.

72.7 Where the Chief Executive refers an application for review to a nominee, the nominee must investigate the application. The nominee will then make a report to the Chief Executive containing recommendations on whether the decision or action that led to the application should be confirmed or varied.

72.8 Upon receiving the report from the nominee, the Chief Executive may confirm or vary the original decision or action, or take any other action the Chief Executive believes is reasonable having regard to the report from the nominee.

72.9 The Chief Executive will inform the employee in writing, within 14 days, of any decision under clause 72.8, including the reasons for the decision.

73. Right of External Review

73.1 A decision by the Chief Executive under clause 72.8 is subject to external review, including review through the AIRC on the same basis as provided in clauses 10.6 and 10.7.

Section L – Appeal Mechanism

74. Objective and Application

74.1 This Section sets out an appeal mechanism for employees if they are not satisfied with the outcome of decisions described in the following clause.

74.2 This appeal mechanism will apply to:

- (a) decisions about promotion or temporary performance (for periods in excess of 6 months) affecting the employee where the employee was an applicant for the position, except decisions made on the unanimous recommendation of a joint selection committee;
- (b) decisions arising from discipline action under Section J of this Agreement, except a decision to terminate the person's employment;
- (c) decisions arising from under-performance action under Section I of this Agreement, except a decision to terminate the person's employment; and
- (d) decisions taken in relation to employees eligibility for benefits under clauses 86 to 88, the amount of such benefits, the amount payable by way of income maintenance under clause 90, and the giving of an involuntary notice of redundancy or notice of reduction in classification under clauses 88 and 89.

74.3 For purposes of clause 74.2(a), an appeal may only be made in relation to promotions or higher duties decisions where the salary applicable is any classification with a maximum salary that is less than the minimum salary of a classification equivalent to a Senior Officer Grade C.

74.4 An employee has the right to bring an action under Division 3 of Part VIA of the WR Act in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

74.5 The provisions of this clause will apply to the exclusion of the grievance and promotion/temporary performance appeal provisions contained in the PSM Act.

75. Initiating an Appeal

75.1 An employee or their representative may initiate an appeal under these procedures by making an application to the convenor of Appeal Panels that:

- (a) is in writing;

- (b) describes the action taken or to be taken, the reasons why the application is being made and the outcome sought; and
- (c) is received by the convenor of Appeal Panels within 7 days of being notified of the decision to take the action and, in the case of promotion, within 14 days of being notified of the decision.

76. Promotion and Temporary Performance Appeals

76.1 In respect of appeals concerning promotion or performance of higher duties under clause 74.2(a), the only ground on which the Appeal Panel is required to review the decision is that the employee making the appeal would be more efficient in performing the duties of the position than the person promoted or selected for higher duties.

77. Composition of the Appeal Panel

77.1 For the purposes of this Section, the Chief Executive will nominate an employee within the Agency to be the convenor of Appeal Panels. The convenor will not be a member of an Appeal Panel, without the agreement of the applicant.

77.2 On receiving an application under this Section, the convenor of Appeal Panels will set up an Appeal Panel.

77.3 The Appeal Panel will comprise an employer nominee, a person nominated by the relevant union and a chairperson, where:

- (a) the chairperson is chosen from a list approved by the Commissioner for Public Administration in consultation with the relevant union, or, in the case of an appeal relating to a promotion decision, an agreed person; and
- (b) a chairperson chosen from the list is so chosen on a rotational basis, unless there is an identified conflict of interest, in which case the next person on the list would be chosen.

77.4 A person is not eligible to be a member of an Appeal Panel if that person was involved in the decision that is the subject of the application.

78. Powers and Role of the Appeal Panel

78.1 In considering an application, the Appeal Panel must act in accordance with the principles of natural justice and procedural fairness. Proceedings of the Appeal Panel are to be conducted with as little formality and as quickly as practicable consistent with a fair and proper consideration of the issues.

- 78.2 The applicant may be represented by a union representative, a friend or colleague, or, with the consent of the Appeal Panel, by a legally qualified person.
- 78.3 The Appeal Panel will have the discretion to decide not to investigate the application, or, if it has commenced investigating the application, to decide not to proceed further if, in the opinion of the Panel:
- (a) the application is frivolous, vexatious, or not made in good faith;
 - (b) the employee may apply to another person or authority about the application and it would be more appropriate for it to deal with the action; or
 - (c) an investigation or further investigation of the application is not warranted.
- 78.4 After investigating an application about promotion or temporary performance affecting the applicant, the Appeal Panel will either confirm the decision or make recommendations to the Chief Executive to substitute another decision. If it confirms the decision, the Appeal Panel will inform the applicant of this decision and the reasons for the decision.
- 78.5 After investigating any other application under this clause, the Appeal Panel will make a report containing recommendations to the Chief Executive.
- 78.6 In making recommendations to the Chief Executive, the Appeal Panel:
- (a) must provide the reasons for its recommendations; and
 - (b) may request the Chief Executive to inform other relevant parties of its recommendations.

79. Decision by the Chief Executive

- 79.1 The Chief Executive will make a decision on any recommendation by the Appeal Panel within 14 days of receiving that recommendation. The Chief Executive will inform the applicant of the recommendations of the Appeal Panel and the Chief Executive's decision and the reasons for the decision.

80. Costs

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

81. Right of External Review

- 81.1 A decision by the Chief Executive under clause 79.1 is subject to external review, including review through the AIRC on the same basis as provided in clauses 10.6 and 10.7.

Section M – Redeployment/Redundancy

82. Application

- 82.1 The Agency recognises the need to make the most effective use of the skills, abilities and qualifications of its employees in a changing environment. When positions become excess, the Agency will seek to redeploy permanent employees within the Agency or the ACTPS in order to avoid or minimise an excess employee situation. Should redeployment not be possible, voluntary redundancy, reduction in classification and involuntary redundancy will be considered in that order. Throughout these procedures, the Agency will, where practicable, take into consideration the personal and career aspirations and family responsibilities of affected employees.
- 82.2 These provisions do not apply to temporary and casual employees or employees on probation.

83. Definitions

- 83.1 **Excess employee** means an employee who has been notified in writing by the Agency that he or she is excess to the Agency's requirements because:
- (a) the employee is included in a class of employees employed in the Agency, which class comprises a greater number of employees than is necessary for the efficient and economical working of the Agency; or
 - (b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Agency or changes in the nature, extent or organisation of the functions of the Agency.
- 83.2 **Potentially excess employee** means an employee who is likely to become actually excess in a reasonable space of time.
- 83.3 Unless otherwise stated, for the purposes of this Section, parties means the Agency, the relevant Union and the individual employee involved in the excess or potentially excess situation.

84. Consultation

- 84.1 Where it appears to the Chief Executive that an employee is likely to be either potentially or actually excess to the Agency's requirements, the Chief Executive will, at the earliest practicable time, advise and discuss with the parties to this Agreement the following issues (as appropriate in each case):

- (a) the number and classification of employees in the part of the Agency affected;
- (b) the reasons an employee is or employees are likely to be excess to requirements;
- (c) the method of identifying employees as excess, having regard to the efficient and economical working of the Agency and the relative efficiency of employees;
- (d) the number, classification, location and details of the employees likely to be excess;
- (e) the number and classification of employees expected to be required for the performance of any continuing functions in the part of the Agency affected;
- (f) measures that could be taken to remove or reduce the incidence of employees becoming excess;
- (g) redeployment prospects for the employees concerned; and
- (h) the appropriateness of using voluntary retirement.

84.2 The discussions under clause 84.1 will take place over such time as is reasonable, taking into account the complexity of the restructuring and need for potential excess employee situations to be resolved quickly. The notification of an employee's potentially excess status should not be given without the relevant consultation having taken place. Following such consultation, where the Chief Executive is aware that an employee is potentially excess, the Chief Executive will advise the employee in writing.

84.3 Except where a lesser period is agreed between the parties, an employee will not, within one month after the union has been advised under clause 84.1, be invited to volunteer for retirement nor be advised in writing that he or she is excess to the Agency's requirements.

85. Information Provided for Employee

85.1 The Agency will, at the first available opportunity, inform all employees likely to be affected by an excess staffing situation of the terms and operation of this Section.

85.2 To allow an excess employee to make an informed decision on whether to submit an election to be voluntarily retired, the employee must have access to advice on:

- (a) the sums of money the employee would receive by way of severance pay, pay in lieu of notice, and paid up leave credits;
- (b) the amount of accumulated superannuation contributions;
- (c) the options open to the employee concerning superannuation;
- (d) the taxation rules applicable to the various payments; and
- (e) the career transition/development opportunities within the Agency.

85.3 The Agency will supplement the costs of independent, accredited financial counselling incurred by each employee who has been offered voluntary redundancy up to a maximum of \$1000. The Agency will authorise the accredited financial counsellors to invoice the Agency directly.

86. Voluntary Redundancy

86.1 At the completion of the discussions in accordance with clause 84, the Chief Executive may invite employees to elect to be made voluntarily redundant under this clause.

86.2 Where the Chief Executive invites an excess employee to elect to be made voluntarily redundant, the employee will have a maximum of one calendar month from the date of the offer in which to advise the Chief Executive of his or her election, and the Chief Executive will not give notice of redundancy before the end of the one month period.

86.3 Subject to clause 86.4, where the Chief Executive 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 5 weeks if the employee is over 45 years old and has completed at least 2 years continuous service.

86.4 Where the Chief Executive so directs, or the employee so requests, the employee will be retired at any time within the period of notice under clause 86.3, and the employee will be paid in lieu of salary for the unexpired portion of the notice period.

87. Severance Benefit

87.1 An employee who elects to be made redundant in accordance with this clause will be entitled to be paid either of the following, whichever is the greater:

- (a) a sum equal to 2 weeks salary 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 salary; or
- (b) 26 weeks salary.

87.2 For the purpose of calculating any payment in lieu of notice or part payment thereof the salary an employee would have received had he or she been on recreation leave during the notice period, or the unexpired portion of the notice period as appropriate, will be used.

87.3 For the purpose of calculating payment under clause 87.1:

- (a) where an employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which he or she receives notice of retirement, the salary level will be the employee's salary in such higher position at that date;
- (b) where an employee has, during 50% or more of pay periods in the 12 months immediately preceding the date on which he or she receives notice of retirement, been paid a loading for shiftwork or are paid a composite salary, the weekly average amount of shift loading received during that 12 month period will be counted as part of "weeks salary";
- (c) the inclusion of other allowances, being allowances in the nature of salary, will be with the approval of the Chief Executive.

87.4 Where a redundancy situation affects a number of employees engaged in the same work at the same level, elections to be made redundant may be invited.

87.5 Nothing in this Agreement will prevent the Chief Executive, inviting employees 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 employees who do not wish to accept voluntary redundancy.

88. Redeployment

88.1 Redeployment of potentially excess and excess employees will be in accordance with their experience, ability and, as far as possible, their career aspirations and wishes.

88.2 The Agency will consider potentially excess and excess employees from other ACTPS agencies in isolation for vacancies at their substantive level.

88.3 Excess employees (potential or actual) have absolute preference for transfer to positions at their substantive level and must be considered in isolation from other applicants for any vacancy within the ACTPS. An excess employee need only be found suitable, or suitable within a reasonable time (generally three to six months) to be transferred to the position.

88.4 The Agency will make every effort to facilitate the placement of an excess employee, both within the Agency and to other ACTPS agencies.

88.5 The Agency will arrange reasonable training which would assist the excess employee's prospects for redeployment.

- 88.6 The Agency will provide appropriate internal assistance and career counselling and assist as necessary with the preparation of job applications.
- 88.7 An excess employee who does not accept voluntary redundancy is entitled to a 7 month retention period.
- 88.8 The retention period will commence:
- (a) on the day the employee is advised in writing by the Chief Executive that he or she is an actually excess employee; or
 - (b) in the case of an employee who is invited by the Chief Executive to submit an election to be retired – one month after the day on which the election is invited;
- whichever is the earlier.
- 88.9 The employee may be reduced in classification by the Chief Executive, in order to place the employee in a specific position in the Agency, subject to the agreement of the relevant union(s), such agreement not to be unreasonably withheld if, during or after six months from the date the employee was declared excess, the employee:
- (a) was found unsuitable in a merit selection process for three separate positions; and
 - (b) has not applied for at least three separate positions, for which the employee could reasonably be expected to be qualified to perform, either immediately or in a reasonable time; and
 - (c) cannot be placed in gainful employment at his or her substantive level at the end of the retention period, however, there is gainful employment available for the employee at a lower classification.
- 88.10 Notwithstanding the above, if, at the end of the retention period, the Chief Executive is of the opinion that there is insufficient productive work available for the excess employee, the Chief Executive may, subject to the agreement of the relevant union(s), such agreement not to be unreasonably withheld, reduce the employee in classification in order to place the employee in a specific position in the Agency.
- 88.11 An excess employee 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 Chief Executive refuses to approve it.
- 88.12 Where the Chief Executive proposes to reduce an excess employee's classification, the employee will be given no less than four weeks notice of the action proposed; or 5 weeks if the employee is over 45 years old and has completed at least 2 years of continuous service.

This notice period will, as far as practicable, be concurrent with the 7 month retention period.

89. Involuntary Retirement

89.1 An excess employee may be made involuntarily redundant with the agreement of the relevant union(s).

89.2 This clause applies to excess employees who are not:

- (a) retired with consent;
- (b) redeployed to another position; or
- (c) reduced in classification.

89.3 The employee may be involuntarily retired subject to the agreement of the relevant union(s), such agreement not to be withheld if, during or after six months from the date the employee was declared excess, the employee:

- (a) does not wish to accept a transfer in accordance with Section 83 of the PSM Act; or
- (b) has refused to apply for, or be considered for, a position for which the employee could reasonably be expected to be qualified to perform, either immediately or in a reasonable time.

89.4 Where the Chief Executive believes that there is insufficient productive work available for an excess employee during the retention period, the Chief Executive may, with the agreement of the relevant union, make the employee involuntarily redundant before the end of the retention period.

89.5 An excess employee 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 Chief Executive refuses to approve it.

89.6 Where the Chief Executive and the relevant union(s) agree to involuntarily retire an excess employee, the employee will be given no less than four weeks notice of the action proposed; or 5 weeks if the employee is over 45 years old and has completed at least 2 years of continuous service. This notice period will, as far as practicable, be concurrent with the 7 month retention period.

90. Income Maintenance Payment

90.1 An employee who has been receiving a higher rate of salary for a continuous period of at least 12 months and who would have continued to receive that salary rate except for the declaration of excess, will be considered to have the higher salary rate.

- 90.2 This salary will be known as the income maintenance salary. The income maintenance salary, where applicable, will be used for the calculation of all conditions and entitlements under this clause.
- 90.3 The income maintenance salary exists for the retention period or the balance of the retention period.
- 90.4 If an employee is involuntarily retired, the entitlements, including paying out the balance of the retention periods, where applicable, will be calculated on the income maintenance salary rate. If an employee is involuntarily retired during the retention periods the employee's date of retirement is the date that the employee 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.
- 90.5 If an employee is involuntarily reduced in classification during the retention periods, the employee will be entitled to be paid at the income maintenance salary rate for the balance of the retention period.
- 90.6 All allowances in the nature of salary will be included in determining the income maintenance salary rate.

91. Leave and Expenses to Seek Employment

- 91.1 At any time after the employee has been advised under clause 84.2 of being potentially excess, the employee 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.
- 91.2 The employee will be entitled to any reasonable fares and other incidental expenses if these are not met by the prospective employer.

92. Use of Sick Leave

- 92.1 The use of sick leave will not extend the retention periods of an employee 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.
- 92.2 An employee who is receiving income maintenance will have those payments continued during certified personal leave periods of up to a total of six months.

93. Appeals

- 93.1 Without affecting his or her rights under the WR Act, an excess employee has the right under Section L to appeal any decision taken in relation to his or her eligibility for benefits under clauses 86 to 88 of this Section, the amount of such benefits, or the amount payable by way of income maintenance under clause 90.
- 93.2 An excess employee has the right under Section L to appeal against the giving, in accordance with clauses 88 and 89 of this Section, of an involuntary notice of redundancy or notice of reduction in classification.

94. Agreement Not To Prevent Other Action

- 94.1 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.

95. Re-engagement of Previously Retrenched Employees

- 95.1 Employees who are involuntarily retired from the ACTPS can apply for further employment in the ACTPS without the current requirement of a one year break in service.

Section N – Management or Government Initiated Transfers

96. Gaining Employees

96.1 Despite anything to the contrary in the PSM Act, this Section applies where the Agency:

- (a) Gains an employee (called a “new employee”) pursuant to Section 15(5) of the PSM Act; or
- (b) Gains an employee (also called a “new employee”) pursuant to Section 16(2) of the PSM Act;
- (c) Gains an employee (also called a “new employee”) as a result of a management initiated transfer pursuant to Part V of Division V of the PSM Act.

96.2 Subject to clauses 96.3 and 96.4, the new employee will be employed under the terms and conditions of this Agreement.

96.3 In applying the terms and conditions of this Agreement to a new employee, the Delegate will determine, following transfer of the employee to this Agency, the salary and classification of the new employee according to the following principles:

- (a) The Delegate will determine the new employee’s classification (called the “new classification”) for the purposes of this Agreement and the conditions of employment (excluding salary) will be solely in accordance with the conditions applicable to that classification under this Agreement with accrued entitlements being preserved in accordance with clause 97;
- (b) If the new employee’s current salary (after any necessary adjustments required by clause 97) is within the range of salaries for the new classification, they will continue to receive that salary;
- (c) If the lowest salary in the range of salaries applicable to the new classification is higher than the new employee’s current salary, their salary will be increased to the lowest salary applicable to the new classification or the appropriate relativity in the new incremental range;
- (d) If the highest salary in the range of salaries applicable to the new classification is less than what the new employee is currently being paid then:
 - (i) their salary will be frozen at its current level; and
 - (ii) despite anything to the contrary in this Agreement, they will not receive any increase in pay unless and until the highest salary applicable to their classification under this Agreement equals or exceeds their current salary, at which time they will receive the highest salary applicable to their classification under this Agreement together with any future increases under this Agreement.

96.4 A new employee who, at the time the employee was transferred to the Agency, was working under approved flextime arrangements, will be entitled to continue the flextime arrangements in the Agency. This provision will apply unless otherwise agreed by the Agency and the employee, or until a new certified agreement is approved for the Agency.

96.5 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 salary or classification is deemed not to be a promotion and does not require the new employee's position to be advertised.

97. Preservation of Accrued Entitlements

97.1 New employees will not lose the benefit of accrued entitlements upon joining the Agency. 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, they will be preserved but may only be accessed in a manner consistent with the provisions of this Agreement;
- (b) Where the accrued entitlements are not consistent with the Agreement and/or cannot be accessed in a manner consistent with this Agreement then they will be converted into entitlements or benefits consistent with this Agreement at the discretion of the Delegate in consultation with the employee.

97.2 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.

98. Appeal Rights

98.1 The new employee may seek a review under Section K about decisions made under this Section affecting their terms and conditions of employment in the gaining Agency.

Section O - Occupational Health and Safety

99. Occupational Health and Safety (OHS) Policy and Agreement

- 99.1 The parties are committed to promoting, achieving and maintaining the highest levels of health and safety for all ACTPS employees.
- 99.2 To achieve this, a service-wide OHS Policy and OHS Agreement will be negotiated by 30 June 2003 between representatives of the Chief Minister's Department and involved unions, or the Single Bargaining Unit on their behalf, consistent with the provisions of the *Occupational Health and Safety Act 1989* as modified by Schedule 3 of the PSM Act.
- 99.3 The Agency will, as far as practicable, implement the service-wide OHS Policy and Agreement within 4 months after finalisation.
- 99.4 The OHS Policy and Agreement will be based on the following principles and objectives:
- (a) the protection of the health and safety of all relevant ACTPS employees through the development of strategies and practices designed to prevent work-related injuries, ill health, diseases and incidents;
 - (b) the development and implementation of effective occupational health and safety management systems and related guidelines within all ACTPS Agencies;
 - (c) the need to have performance monitoring systems in place within all ACTPS Agencies, as a basis for effective evaluation and auditing of the operation of the service-wide OHS Policy and Agreement and safety management systems;
 - (d) the desirability for ensuring there is effective consultation with Agency employees and relevant unions on the operation of the OHS Policy and Agreement;
 - (e) the responsibilities Chief Executives have for employees' health and safety and for ensuring that ACTPS Agencies implement the service-wide OHS Policy and Agreement; and
 - (f) the responsibilities employees and unions have in the implementation of the OHS Policy and Agreement.
- 99.5 The service-wide OHS Policy and Agreement will also include other practical procedures and processes that are required under the applicable OHS legislation and related legislation or are regarded as necessary to ensure that the OHS Policy and Agreement are implemented effectively.
- 99.6 For the purposes of this clause an occupational health and safety management system is a systematic management approach that can assist in managing the risks associated with the business of the

Agency, meeting legal requirements and achieving sustained improvement in OHS performance.

PART 2 – AGENCY SPECIFIC CONDITIONS

1. Definitions

In this agreement:

Manager in a school means the Principal of that school.

In PART 2 and PART 3 of this agreement:

Building Service Officers (BSO) means employees occupying positions designated and classified as a Building Service Officer.

Central Office Employees means employees not included in the definition of a Birrigai employee, BSO or School Based Employee. It also excludes teachers, principals and nurses.

School Based Employees means employees occupying positions designated and classified as a School Assistant, Office Manager, Registrar, other administrative classification employed in school and field based employees (ASO4s) in the Indigenous Education Unit. It excludes employees engaged as teachers, nurses or Building Service Officers.

2. Employer of Choice

- 2.1 The parties commit to continuing the development of the department as an employer of choice, implementing strategies that promote the department's commitment to supporting employees.

3. Hours of Work

- 3.1 Ordinary hours of work for Administrative Service Officers, Professional Officers and Senior Officers are 147 hours over a four week period (ie an average of 73 hours 30 minutes per fortnight or 36 hours 45 minutes per week). Ordinary daily hours of work will usually be 7 hours 21 minutes. A manager and an employee may agree on a pattern of hours of work subject to hours of work averaging 36 hours 45 minutes per week over the agreed settlement period and to the prescribed flextime bandwidth. For part-time employees, hours are those designated for the job or agreed in their part-time work agreement.
- 3.2 Ordinary hours of work for full time School Assistants are 125 hours over a four week period (ie an average of 62 hours 30 minutes per fortnight or 31 hours 15 minutes per week). Ordinary daily hours of work for School Assistants will usually be 6 hours 15 minutes per day with a 45 minute lunch break. A manager and an employee may agree

on a pattern of hours of work subject to hours of work averaging 62 hours 30 minutes per fortnight. For part-time employees, hours are those designated for the job or agreed in their part-time work agreement.

- (a) Hours of work arrangements may vary according to operational requirements and Occupational Health and Safety Principles. In determining hours of work, the personal needs and family responsibilities of employees must be given consideration.
- (b) Where employees work beyond ordinary hours of work in fortnight they must have access to Time Off in Lieu (TOIL) or payment of overtime. Where TOIL arrangements are in place they will be based on the employee's record of attendance maintained in accordance with PART 2 - Clause 5 - Recording of Attendance.
- (c) When employees are required to vary their standard hours due to operational requirements or to meet the specific needs of a school, they must be provided with a meal break of no less than 30 minutes after five continuous hours of work.
- (d) All school based employees, including Special Teachers Assistants (STAs), must be provided adequate time and facilities to access relevant information provided by the department. Such time will be included in an employee's recorded hours of attendance.

3.3 Ordinary hours of work for Building Service Officer classifications are 152 hours over a four-week period (ie an average of 76 hours per fortnight or 38 hours per week). Ordinary daily hours of work will usually be 7 hours 36 minutes. The manager and an employee may agree on a pattern of hours of work averaging 38 hours per week over the agreed settlement period, and within the working hours bandwidth. For permanent and temporary part-time employees, hours are those designated for the job or agreed in their part-time work agreement.

3.4 Ordinary hours of work for shift workers are 152 hours over a four-week period (ie an average of 76 hours per fortnight or 38 hours per week). Ordinary daily hours of work will usually be 7 hours 36 minutes. The Manager and an employee may agree on a pattern of hours of work averaging 38 hours per week over the agreed settlement period, and within the working hours bandwidth. For permanent and temporary part-time employees, hours are those agreed in their part-time work agreement or as designated for the job.

4. Flextime

- 4.1 Flextime provisions which existed immediately before certification of this Agreement will apply to all employees on or below the Senior Officer C level or equivalent where they are full time employees working 147 hours over a four week period, ie an average of 73 hours 30 minutes per fortnight. Flextime arrangements do not apply to School Assistants or Building Service Officer classifications.
- 4.2 The flextime bandwidth is from 7.00am to 7.00pm, Monday to Friday subject to the following:
- (a) Flextime may be worked outside the bandwidth stipulated where an employee and the Manager so agree.
 - (b) Time spent by an Office Manager on school board business after 6:00pm will be counted as flextime and credited to the employee at a rate of one and a half.
 - (c) Starting and finishing times, including for meal breaks, within the bandwidth are to be determined for individual work areas by the manager, after consultation with employees.
 - (d) Hours of work arrangements shall be in accordance with operational requirements and occupational health and safety principles. In determining hours of work, the personal needs and family responsibilities of employees must be given consideration.
 - (e) There are no core hours of attendance.
 - (f) An employee must not work for longer than five hours without a meal break of a least thirty minutes.
- 4.3 Central Office employees may accrue up to five days flextime in any settlement period and may not have an accrual in excess of three days of flextime at the conclusion of any settlement period. Changes to this may be negotiated between the employee and their manager.
- 4.4 Eligible School Based Employees may accrue up to ten days flextime in any settlement period and may not have an accrual in excess of three days of flextime at the conclusion of any settlement period:
- (a) Where immediately before the commencement of each school term (including professional development days or school planning days), an employee has over and above three days flextime credit, those excess credits will be forfeited. Changes to this may be negotiated between the employee and their manager.

- 4.5 Eligible employees may accrue additional sufficient flextime each year to take the period off between Christmas Day and New Years Day. Provisions relating to the Christmas Shutdown are at PART 2 - Clause 6 – Christmas Shutdown.
- 4.6 For Central Office employees, a settlement period comprises one pay period. ie the two weeks from a Thursday payday to close of business on Wednesday week.
- 4.7 For School Based employees, a settlement period comprises one school term plus the school stand-down period immediately following it.
- 4.8 Any flextime debit may be allowed to continue for a maximum of four weeks from when it was incurred. Changes to this may be negotiated between a Manager and an employee at the workplace level.
- 4.9 Overtime can be accessed where an employee is directed to perform work beyond the ordinary working hours, except where otherwise specified in this Agreement.
- 4.10 Paid leave accrued as a result of flextime shall be taken at such times and in such a period or periods as are agreed between the employee and the manager. School based employees will, where possible, take this leave during stand-down periods.
- 4.11 For these arrangements to work effectively, managers need to manage the hours of work of employees to ensure that employees are not continuing to build excessive flextime credits without opportunity to access flextime leave.

5. Recording of Attendance

- 5.1 Employees on or below the Senior Officer Grade C 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.
- 5.2 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.
- 5.3 Arrival and departure times should not be adjusted in any way.
- 5.4 The employee is responsible for ensuring their attendance record is accurate.
- 5.5 A breach of this clause may constitute misconduct for the purposes of PART 1 – Clause 60.

6. Christmas Shutdown

- 6.1 For the purpose of a Christmas shutdown period, unless prior agreement has been made with their manager (eg. flexbank arrangement), an employee must use either flextime, another form of leave or time-in-lieu to cover the working days between 27 and 31 December inclusive.
- 6.2 Due to operational requirements, identified employees from Family Service and Youth Justice are exempt from the Christmas Shutdown provisions.

7. Annual Leave Deeming Provisions

- 7.1 Deeming provisions for annual leave contained within the Public Sector Management Standards do not apply.
- 7.2 The department shall be responsible for ensuring that taking of leave by employees within a work area is compatible with occupational health and safety operational requirements. Employees shall be encouraged to access recreation leave annually in accordance with relevant provisions of the Public Sector Management Standards.
- 7.3 Employees with annual leave credits in excess of 40 days (eight weeks) may be directed to take leave but all such directions, shall wherever possible, accommodate the planned recreational intentions of the employee.
- 7.4 Where an employee has accrued 40 days (eight weeks) or more of annual leave an application for leave by that employee shall, if not recommended by his or her supervisor, be forwarded to the relevant Director for further consideration.

8. Annual Leave Loading

- 8.1 Annual leave loading will be paid as follows:
- (a) Eligible employees who access a minimum of five days annual leave from any given year, are entitled upon application, to access the annual leave loading from the year in which the leave accessed accrued.
 - (b) Where the annual leave credit accrued in any given year falls below five days, the annual leave loading will be automatically paid to the employee.
 - (c) Employees are not able to anticipate leave loading, whether they are anticipating leave or not.

- (d) Shift workers are paid the greater of either the leave loading or shift penalties which would have been paid if recreation leave had not been taken.

9. Annual Leave Loading - Translation Arrangements For Birrigai Employees and BSOs

9.1 The parties to the *ACT Department of Education & Community Services (Birrigai Cooks, Kitchenhands and Caretakers) Certified Agreement 2002 – 2003 (Birrigai Agreement)* agreed to its early termination and replacement by this agreement. The terms and conditions (including pay) of this agreement replace those contained in the *Birrigai Agreement*.

9.2 Employees who were previously covered by either:

- (a) the ACT Department of Education & Community Services Staff Caretakers – Janitors Certified Agreement 1999 – 2002; or
- (b) the ACT Department of Education & Community Services (Birrigai Cooks, Kitchenhands and Caretakers) Certified Agreement 2002 – 2003

had their leave loading included in their salary for all purposes. The parties agree that the leave loading component will be separated from the salary during this agreement and paid in accordance with this agreement. This will result in the payment of a salary and a separate leave loading.

9.3 Leave loading will continue to be paid as part of salary up to and including 31 December 2002. On 1 January 2003 the leave loading component will be removed from the salary and be paid in accordance with PART 1 - Clause 31 – Annual Leave Loading.

9.4 To allow for the alignment of the leave bonus with the backdated salary increase in a manner which is fair and causes no disadvantage, the department will:

- (a) isolate and remove the leave loading component from the salary as at close of business 25 September 2002;
- (b) translate the resulting salary in line with PART 1 – Clause 15.3;
- (c) apply the 6.5% pay increase to the translated salary;
- (d) recalculate the leave loading based on this new salary;

- (e) pay the leave loading as part of salary up to and including 31 December 2002;
- (f) From 1 January 2003, re-isolate and remove the leave loading component from the salary. Pay the leave loading in accordance with PART 1 - Clause 31 – Annual Leave Loading.

10. Purchased Leave

- 10.1 The DEYFS Purchased Leave Scheme Guidelines should be read in conjunction with and in interpreting PART 1 - Clause 33 - Purchased Leave.
- 10.2 Where an employee's purchased leave coincides with a period of temporary assignment, the difference between the higher rate and their substantive salary for the period of leave will be deducted at the time the leave is taken, or as soon as possible thereafter to reduce the possibility of overpayment.
- 10.3 A manager may approve purchased leave of up to six weeks to all school based employees on or below the Senior Officer C level or equivalent where they are full time employees working 147 hours over a four week period, ie an average of 73 hours 30 minutes per fortnight.
- 10.4 All leave for school based employees should be taken during school stand-down periods within a calendar year.

11. Meal Allowance

- 11.1 Building Service Officers are not eligible for payment of Meal Allowance, with the exception of those payments paid as part of a Travelling Allowance. Reimbursement of reasonable meal costs may be made by the school if prior approval is given by the manager.
- 11.2 For all other employees, with the exception of payments as part of a travelling allowance, meal allowance payments will be paid by the employee's workplace only where overtime or extra duty is arranged with less than 24 hours notice and/or advice of the duration of required overtime and, accordingly, is irregular, unscheduled and not able to be anticipated.
- 11.3 To ensure consistency across ACT Government Agencies, meal allowance will be paid at a rate advised centrally by the Chief Minister's department and made directly out of section/school funds.
- 11.4 In other circumstances, if prior approval is given by the manager, reimbursement of reasonable meal costs may be made by the section/school.

12. Travelling Entitlement – Certain Workplaces

12.1 An employee at one of the workplaces listed in clause 12.2 is entitled to receive the Travelling Entitlement specified in clause 12.2. This will replace any existing entitlement for Isolated Establishment Allowance for staff under the relevant award, PSM Act and Standards.

12.2

Isolated Establishment	Full Rate (\$ per day)	Partial Rate (\$ per day)
Birrigai Outdoor School	12.40	6.20
Jervis Bay Primary School	4.92	2.46

12.3 Travelling Entitlement is payable for each complete trip made by an employee attending duty, and is only payable once per day.

12.4 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 department’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.

12.5 An employee who meets the requirements specified in clause 12.4, but travels at the department’s expense on the journey either to or from the Establishment, is entitled to be paid only at the Partial Rate.

12.6 An employee who lives in a dwelling provided by the department at the Establishment, or lives within ten kilometres of the establishment, is not entitled to the allowance unless they receive a payment for the use of a private motor vehicle for official purposes.

12.7 If an employee receives any payments by way of allowances under clause 12.6 and the payment is less than the Travelling Entitlement, they are entitled to be paid the difference between the payment received and the Entitlement.

12.8 The parties agree that the designated Isolated Establishments and the relevant rates of pay will be reviewed during the life of this Agreement.

13. Alignment Administrative Service Officer and Professional Officer Levels

13.1 The alignment of Administrative Service Officer and Professional Officer levels implemented in previous agreements will continue to apply as described in this clause. This structure reflects work value comparisons between the incremental advancement of Administrative Service Officers and Professional Officers.

13.2 The base pay point of the PO1 classification is aligned with the base pay point of the ASO4 classification. The PO1 classification extends through to the top pay point in the ASO5 classification. The PO2 and ASO6 classifications are aligned. These alignments are illustrated in the following table:

		Salary Prior to Agreement	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
ASO4	PO1	\$37,499	\$37,870	\$40,332	\$41,945
		\$38,689	\$39,071	\$41,611	\$43,275
		\$39,695	\$40,088	\$42,694	\$44,401
		\$40,714	\$41,117	\$43,790	\$45,541
ASO5		\$41,825	\$42,238	\$44,983	\$46,783
		\$43,132	\$43,558	\$46,389	\$48,245
		\$44,349	\$44,787	\$47,698	\$49,606
ASO6	PO2	\$45,171	\$45,617	\$48,582	\$50,525
		\$46,295	\$46,753	\$49,792	\$51,784
		\$47,565	\$48,034	\$51,156	\$53,202
		\$49,954	\$50,448	\$53,727	\$55,876
		\$51,888	\$52,401	\$55,807	\$58,039

14. Study Assistance

14.1 Study assistance for employees covered by this Agreement will be provided in accordance with the department's study assistance guidelines, as amended from time to time.

15. Performance Management Schemes

15.1 A review of current performance management schemes will be conducted, and a revised model developed for implementation.

16. Personal Development Plans (PDPs)

- 16.1 This clause should be read in conjunction with and in interpreting PART 1 – Clause 51 – Performance Management Schemes.
- 16.2 The parties agree to provide ongoing training for supervisors to utilise performance management schemes and implement personal development plans (PDPs) within their sections.
- 16.3 The parties agree to link the implementation of personal development plans (PDPs) to the action plans/business plans of the work area and to include career development arrangements consistent with PART 1 - Clause 48 which enhances personal and professional skills and career aspirations.
- 16.4 For school based employees, personal development plans should be linked to the required professional learning under PART 3 - Section A - Clause 2.
- 16.5 Prior to initiating action under PART 1 - Section I – Managing Under-Performance, a PDPs must be in place for the employee.

17. Department Plans

- 17.1 The parties acknowledge that the department has a number of strategic and operational plans that guide its work. These plans are an important reference point for staff in policy development and program delivery. They also represent clear statements of what the department's stakeholders can expect. These plans are:
- Strategic Plan 2003-2005
 - ACT Government Schools Plan, Within Reach of Us All
 - ACT Vocational Education Strategic Plan 2002-2004
 - ACT Young People's Framework
 - Early Intervention Plan
 - Family Support Plan
 - Government Preschools Strategic Plan
 - VET Planning Framework

18. Graduate Administrative Assistant (GAA) Program

- 18.1 The department will continue to participate in the ACT Government's Graduate Administrative Assistant (GAA) Program. The number of graduates sponsored each year will be determined by the department, taking into account the needs of branches and available resources. On successful completion of the GAA Program, the department's participants will be advanced into a position at an ASO5 level, or the

equivalent level of another classification stream, in accordance with the provision of the Public Sector Management Standard 4, Part 1.

19. Occupational Health and Safety

- 19.1 Normal work should continue unless there is a reasonable concern by the employee about imminent risk to his or her safety. In these circumstances, the employee will, where appropriate, accept reassignment to alternative suitable work consistent with their classification level, until the safety issue is resolved.
- 19.2 A workplace may refer to the local health & safety committee or health & safety representative any issues relating to accommodation in the workplace. In the absence of a committee or representative, issues may be referred to the departmental Injury Prevention & Management Policy Committee. The Injury Prevention & Management Section is available to assist the process.

20. Birrigai Outdoor School – Rebuilding and Review

- 20.1 The Birrigai site suffered significant damage during the January 2003 bushfires. When a decision is taken on the future of the Birrigai site and if departmental employees are involved, the parties agree they will consult on the structure and conditions applying to employees. Consideration will be given to the strategic focus and future operational needs of the site.

ATTACHMENT A: CLASSIFICATIONS AND RATES OF PAY

1. Relationship Between Classifications and Local Designations

- 1.1 Due to the varying agreements established across the department in the last round of bargaining, a number of local designations exist. Local designations are aligned with the classifications set by the PSM Act as shown in the table below. Aligned classifications share common pay points and conditions unless specifically altered in this agreement.

Local Designation	PSM Act Classification
Building Service Officer 1	GSO3
Building Service Officer 2	GSO4
Workforce Management 1	ASO1-ASO2
Workforce Management 2	ASO3-ASO4
Workforce Management 3	ASO5-ASO6
Family Services Worker 1	ASO4-ASO5 or PO1
Office Manager 1	ASO4
Office Manager 2	ASO5
Registrars	ASO5 or ASO6

2. Classifications and Rates of Pay

Administrative Service Officer (ASO)

	Salary Prior to Agreement	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
ASO1				
Under 18 years	\$15,659	\$15,814	\$16,842	\$17,516
At 18 years	\$18,269	\$18,450	\$19,649	\$20,435
At 19 years	\$21,140	\$21,348	\$22,736	\$23,645
At 20 years	\$23,750	\$23,984	\$25,543	\$26,565
Adult	\$26,098	\$26,357	\$28,070	\$29,193
	\$26,976	\$27,242	\$29,013	\$30,173
	\$27,707	\$27,981	\$29,800	\$30,992
	\$28,845	\$29,130	\$31,023	\$32,264
ASO2				
	\$29,539	\$29,830	\$31,769	\$33,040
	\$30,350	\$30,650	\$32,642	\$33,948
	\$31,147	\$31,455	\$33,500	\$34,840
	\$31,956	\$32,271	\$34,369	\$35,743
	\$32,755	\$33,079	\$35,229	\$36,638
ASO3				
	\$33,644	\$33,976	\$36,184	\$37,632
	\$34,519	\$34,860	\$37,126	\$38,611
	\$35,392	\$35,742	\$38,065	\$39,588
	\$36,310	\$36,669	\$39,052	\$40,615
ASO4				
	\$37,499	\$37,870	\$40,332	\$41,945
	\$38,689	\$39,071	\$41,611	\$43,275
	\$39,695	\$40,088	\$42,694	\$44,401
	\$40,714	\$41,117	\$43,790	\$45,541
ASO5				
	\$41,825	\$42,238	\$44,983	\$46,783
	\$43,132	\$43,558	\$46,389	\$48,245
	\$44,349	\$44,787	\$47,698	\$49,606
ASO6				
	\$45,171	\$45,617	\$48,582	\$50,525
	\$46,295	\$46,753	\$49,792	\$51,784
	\$47,565	\$48,034	\$51,156	\$53,202
	\$49,954	\$50,448	\$53,727	\$55,876
	\$51,888	\$52,401	\$55,807	\$58,039

Senior Officer (SOG)

	Salary Prior to Agreement	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
SOGC	\$57,191	\$57,757	\$61,511	\$63,972
	\$61,666	\$62,275	\$66,323	\$68,976
SOGB	\$67,576	\$68,243	\$72,679	\$75,586
	\$71,069	\$71,771	\$76,436	\$79,494
	\$76,073	\$76,824	\$81,818	\$85,090
SOGA	\$78,481	\$79,257	\$84,409	\$87,785

Graduate Administrative Assistant (GAA)

	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
GAA	\$25,744	\$27,417	\$28,514
See PSM Standard 2 Part 12 for starting salary points.	\$26,492	\$28,214	\$29,343
	\$27,242	\$29,013	\$30,173
	\$27,981	\$29,800	\$30,992
Salaries paid to GAAs are based on the highest level of academic qualification held on the date of commencement. Eg. A three year pass degree commences at the fifth salary point.	\$29,130	\$31,023	\$32,264
	\$29,830	\$31,769	\$33,040
	\$30,650	\$32,642	\$33,948
	\$31,454	\$33,499	\$34,838
	\$32,271	\$34,369	\$35,743
	\$33,078	\$35,228	\$36,637

Schools Assistant (SA)

	Salary Prior to Agreement	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
SA2	\$25,118	\$25,366	\$27,014	\$28,095
	\$25,808	\$26,063	\$27,757	\$28,867
	\$26,485	\$26,747	\$28,486	\$29,625
	\$27,173	\$27,441	\$29,225	\$30,394
	\$27,716	\$28,128	\$29,957	\$31,155
SA3		\$28,891	\$30,769	\$32,000
		\$29,643	\$31,570	\$32,832
		\$30,393	\$32,368	\$33,663
		\$31,181	\$33,208	\$34,536

Public Affairs Officer (PAO)

	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
PAO1	\$39,071	\$41,611	\$43,275
	\$40,970	\$43,633	\$45,378
	\$42,871	\$45,658	\$47,484
	\$44,787	\$47,698	\$49,606
PAO2	\$47,516	\$50,605	\$52,629
	\$50,156	\$53,416	\$55,553
	\$53,996	\$57,506	\$59,806
PAO3	\$60,694	\$64,639	\$67,225
	\$68,596	\$73,055	\$75,977
	\$71,771	\$76,436	\$79,494

Senior Public Affairs Officer (SPA0)

	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
SPA01	\$76,824	\$81,818	\$85,090
SPA02	\$80,539	\$85,774	\$89,205

Technical Officer (TO)

	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
Trainee TO	\$16,908	\$18,007	\$18,727
	\$19,726	\$21,008	\$21,849
	\$22,826	\$24,310	\$25,282
	\$25,643	\$27,310	\$28,402
	\$28,180	\$30,012	\$31,212
	\$29,849	\$31,789	\$33,061
	\$31,238	\$33,268	\$34,599
TO1	\$30,846	\$32,851	\$34,165
	\$31,402	\$33,443	\$34,781
	\$31,901	\$33,975	\$35,334
	\$32,405	\$34,511	\$35,892

	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
TO2	\$33,500	\$35,678	\$37,105
	\$34,583	\$36,831	\$38,304
	\$35,453	\$37,757	\$39,268
	\$36,417	\$38,784	\$40,335
	\$37,340	\$39,767	\$41,358
	\$38,557	\$41,063	\$42,706
TO3	\$39,335	\$41,892	\$43,567
	\$40,256	\$42,873	\$44,588
	\$41,392	\$44,082	\$45,846
	\$42,515	\$45,278	\$47,090
	\$43,650	\$46,487	\$48,347
	\$44,628	\$47,529	\$49,430
TO4	\$45,617	\$48,582	\$50,525
	\$47,000	\$50,055	\$52,057
	\$48,317	\$51,458	\$53,516
	\$49,470	\$52,686	\$54,793
	\$50,981	\$54,295	\$56,467
SO(Tech)B	\$68,243	\$72,679	\$75,586
	\$71,771	\$76,436	\$79,494
	\$76,824	\$81,818	\$85,090
SO(Tech)C	\$57,757	\$61,511	\$63,972
	\$62,275	\$66,323	\$68,976

Senior Technical Officer (STO)

	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
STO1	\$45,145	\$48,079	\$50,003
STO3	\$51,497	\$54,844	\$57,038

Information Technology Officer (ITO)

	Salary Prior to Agreement	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
ITO Trainee		\$26,098	\$27,794	\$28,906
ITO1	\$36,310	\$36,669	\$39,052	\$40,615
	\$37,499	\$37,870	\$40,332	\$41,945
	\$38,689	\$39,071	\$41,611	\$43,275
	\$39,695	\$40,088	\$42,694	\$44,401
	\$40,714	\$41,117	\$43,790	\$45,541
	\$41,517	\$41,928	\$44,653	\$46,439
ITO2	\$45,171	\$45,617	\$48,582	\$50,525
	\$46,295	\$46,753	\$49,792	\$51,784
	\$47,565	\$48,034	\$51,156	\$53,202
	\$49,954	\$50,448	\$53,727	\$55,876
	\$51,888	\$52,401	\$55,807	\$58,039

Senior Information Technology Officer (SITO)

		Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
SITOC		\$57,757	\$61,511	\$63,972
		\$62,275	\$66,323	\$68,976
SITOB		\$68,243	\$72,679	\$75,586
		\$71,771	\$76,436	\$79,494
		\$76,824	\$81,818	\$85,090
SITOA		\$79,257	\$84,409	\$87,785

Professional Officer (PO)

	Salary Prior to Agreement	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
PO1	\$37,499	\$37,870	\$40,332	\$41,945
	\$38,689	\$39,071	\$41,611	\$43,275
	\$39,695	\$40,088	\$42,694	\$44,401
	\$40,714	\$41,117	\$43,790	\$45,541
	\$41,825	\$42,238	\$44,983	\$46,783
	\$43,132	\$43,558	\$46,389	\$48,245
	\$44,349	\$44,787	\$47,698	\$49,606
PO2	\$45,171	\$45,617	\$48,582	\$50,525
	\$46,295	\$46,753	\$49,792	\$51,784
	\$47,565	\$48,034	\$51,156	\$53,202
	\$49,954	\$50,448	\$53,727	\$55,876
	\$51,888	\$52,401	\$55,807	\$58,039

Senior Professional Officer (SPO)

	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
SPOC	\$57,757	\$61,511	\$63,972
	\$62,275	\$66,323	\$68,976
SPOB	\$68,243	\$72,679	\$75,586
	\$71,771	\$76,436	\$79,494
	\$76,824	\$81,818	\$85,090
SPOA	\$79,257	\$84,409	\$87,785
SPO (Eng & Related) A	\$80,539	\$85,774	\$89,205

General Services Officer (GSO)

Staff previously employed at Birrigai Outdoor School or who are employed as BSOs should refer to Attachment B for translation salaries.

	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
GSO2			
Under 17 years	\$12,166	\$12,957	\$13,475
At 17 years	\$14,599	\$15,548	\$16,170
At 18 years	\$17,032	\$18,139	\$18,865
At 19 years	\$19,708	\$20,989	\$21,829
At 20 years	\$22,142	\$23,581	\$24,524
Adult	\$24,843	\$26,458	\$27,516
	\$25,148	\$26,783	\$27,854
	\$25,472	\$27,128	\$28,213
	\$25,796	\$27,473	\$28,572
GSO3	\$26,356	\$28,069	\$29,192
	\$26,702	\$28,438	\$29,575
	\$27,045	\$28,803	\$29,955
	\$27,389	\$29,169	\$30,336
GSO4	\$27,723	\$29,525	\$30,706
	\$28,111	\$29,938	\$31,136
	\$28,494	\$30,346	\$31,560
	\$28,906	\$30,785	\$32,016
GSO5	\$29,364	\$31,273	\$32,524
	\$29,912	\$31,856	\$33,131
	\$30,460	\$32,440	\$33,737
	\$30,981	\$32,995	\$34,315
GSO6	\$30,981	\$32,995	\$34,315
	\$31,505	\$33,553	\$34,895
	\$31,975	\$34,053	\$35,416
	\$32,450	\$34,559	\$35,942
GSO7	\$33,500	\$35,678	\$37,105
	\$34,120	\$36,338	\$37,791
	\$34,767	\$37,027	\$38,508
	\$35,453	\$37,757	\$39,268
GSO8	\$36,417	\$38,784	\$40,335
	\$37,103	\$39,515	\$41,095
	\$37,815	\$40,273	\$41,884
	\$38,557	\$41,063	\$42,706

GSO9	\$39,335	\$41,892	\$43,567
	\$40,073	\$42,678	\$44,385
	\$40,840	\$43,495	\$45,234
	\$41,646	\$44,353	\$46,127
	\$42,515	\$45,278	\$47,090
	\$43,650	\$46,487	\$48,347
	\$44,628	\$47,529	\$49,430
GSO10	\$45,617	\$48,582	\$50,525
	\$47,001	\$50,056	\$52,058
	\$48,317	\$51,458	\$53,516
	\$49,470	\$52,686	\$54,793
	\$50,981	\$54,295	\$56,467

Stores

	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
Stores Assistant	\$24,642	\$26,244	\$27,293
	\$24,947	\$26,569	\$27,631
	\$25,235	\$26,875	\$27,950
Stores Supervisor	\$31,147	\$33,172	\$34,498
	\$31,956	\$34,033	\$35,394
	\$32,755	\$34,884	\$36,279
Senior Stores Supervisor 1	\$33,644	\$35,831	\$37,264
	\$34,519	\$36,763	\$38,233
Senior Stores Supervisor 2	\$37,499	\$39,936	\$41,534
	\$38,689	\$41,204	\$42,852
Senior Stores Supervisor 3	\$41,825	\$44,544	\$46,325

Apprentices

	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
First Year	\$11,652	\$12,409	\$12,906
	\$13,109	\$13,961	\$14,520
Second Year	\$17,478	\$18,614	\$19,359
	\$18,206	\$19,389	\$20,165
Third Year	\$21,848	\$23,268	\$24,199
	\$22,576	\$24,043	\$25,005
Fourth Year	\$26,217	\$27,921	\$29,038
	\$26,945	\$28,696	\$29,844

Research Officers

Research Officer Grade 1	\$30,500	\$32,483	\$33,782
	\$31,300	\$33,335	\$34,668
	\$32,113	\$34,200	\$35,568
	\$32,917	\$35,057	\$36,459
	\$33,810	\$36,008	\$37,448
	\$34,689	\$36,944	\$38,422
	\$35,566	\$37,878	\$39,393
	\$36,489	\$38,861	\$40,415
Research Officer Grade 2	\$37,684	\$40,133	\$41,739
	\$38,880	\$41,407	\$43,063
	\$39,891	\$42,484	\$44,183
	\$40,915	\$43,574	\$45,317
Senior Research Officer 1	\$42,031	\$44,763	\$46,554
	\$43,345	\$46,162	\$48,009
	\$44,568	\$47,465	\$49,364
Senior Research Officer 2	\$45,393	\$48,344	\$50,277
	\$46,523	\$49,547	\$51,529
	\$47,799	\$50,906	\$52,942
	\$50,200	\$53,463	\$55,602
	\$52,143	\$55,532	\$57,754
Principal Research Officer	\$53,731	\$57,224	\$59,512
	\$58,364	\$62,158	\$64,644

ACTPS Trainee (Salary per fortnight)

	Current	6.50%	4%
		26/09/2002	01/07/2003
Level A	\$ 314	\$ 334	\$ 348
	\$ 366	\$ 390	\$ 405
	\$ 388	\$ 413	\$ 430
	\$ 438	\$ 466	\$ 485
	\$ 530	\$ 564	\$ 587
	\$ 618	\$ 658	\$ 684
	\$ 718	\$ 765	\$ 795
	\$ 820	\$ 873	\$ 908
Level B	\$ 314	\$ 334	\$ 348
	\$ 366	\$ 390	\$ 405
	\$ 388	\$ 413	\$ 430
	\$ 438	\$ 466	\$ 485
	\$ 510	\$ 543	\$ 565
	\$ 588	\$ 626	\$ 651
	\$ 690	\$ 735	\$ 764
	\$ 784	\$ 835	\$ 868
Level C	\$ 314	\$ 334	\$ 348
	\$ 366	\$ 390	\$ 405
	\$ 388	\$ 413	\$ 430
	\$ 438	\$ 466	\$ 485
	\$ 494	\$ 526	\$ 547
	\$ 556	\$ 592	\$ 616
	\$ 622	\$ 662	\$ 689
	\$ 694	\$ 739	\$ 769

ATTACHMENT B: TRANSLATION TABLE

	Salary prior to Agreement	From 26.09.2002 (includes leave loading)	From 01.01.2003 (leave loading accrues separately, salaries aligned with GSO rates)
Building Service Officer 1 (GSO3)			
Level 1	\$26,708	\$28,446	\$28,069
Level 2	\$27,058	\$28,820	\$28,438
Level 3	\$27,406	\$29,189	\$28,803
Level 4	\$27,754	\$29,560	\$29,169
Building Service Officer 2 (GSO4)			
Level 1	\$27,754	\$29,921	\$29,525
Level 2	\$28,171	\$30,340	\$29,938
Level 3	\$28,582	\$30,753	\$30,346
Level 4	\$29,027	\$31,198	\$30,785
Birrigai Kitchenhands (GSO2)			
Under 17 years	\$	\$13,131	\$12,957
At 17 years	\$	\$15,757	\$15,548
At 18 years	\$	\$18,382	\$18,139
At 19 years	\$	\$21,271	\$20,989
At 20 years	\$	\$23,897	\$23,581
Adult	\$24,293	\$26,813	\$26,458
	\$24,616	\$27,142	\$26,783
	\$24,959	\$27,492	\$27,128
	\$25,302	\$27,842	\$27,473
Birrigai Kitchenhand (GSO3)			
	\$26,313	\$28,446	\$28,069
	\$26,659	\$28,820	\$28,438
	\$27,001	\$29,189	\$28,803
	\$27,344	\$29,560	\$29,169
Birrigai Cook 1 (GSO4)			
	\$27,344	\$29,921	\$29,525
	\$27,755	\$30,340	\$29,938
	\$28,161	\$30,753	\$30,346
	\$28,597	\$31,198	\$30,785
Birrigai Cook 2 (GSO5)			

\$29,083	\$31,693	\$31,273
\$29,663	\$32,283	\$31,856
\$30,244	\$32,875	\$32,440
\$30,796	\$33,438	\$32,995

Birrigai Caretaker (GSO6)

\$30,796	\$33,438	\$32,995
\$31,351	\$34,003	\$33,553
\$31,849	\$34,510	\$34,053
\$32,352	\$35,023	\$34,559

PART 3 – EMPLOYEE SPECIFIC SCHEDULES

Section A – School Based Employees

1. Application

1.1 This section applies to School Based Employees.

2. Career Development (Professional Learning)

2.1 Consistent with the department's policy 'Training and Development – For Staff who Work in Schools', school based employees are to undertake relevant professional learning (PL) which aligns with school and system priorities as identified through Personal Development Plans (PDPs) and which enhances personal and professional skills and career aspirations.

2.2 All School Assistants and Preschool Assistants will participate in a minimum of four days (or 25 hours) of appropriate and approved professional learning (PL) and planning with a pro rata amount undertaken by permanent part time staff ie 0.5 full time equivalent will require two days of PL. PL done outside of normal working hours counts towards the minimum of four days.

2.3 For School Assistants, approved PL may occur at any time during the year but preferably during designated stand down periods. Staff undertaking PL during school hours are required to make up the equivalent time during stand down.

2.4 The Centre for Teaching & Learning Technologies will provide 6 days per year of PL catering for the range of school based employees during stand down periods. Managers are responsible for ensuring that appropriate PL is identified and funded by the school for all school based employees. Where appropriate Registrars and Office Managers should be involved in this process.

2.5 Attendance at relevant union courses may contribute towards the PL requirement for nominated union delegates.

2.6 PL in excess of four days may not be carried over to the following year.

2.7 Attendance at designated stand down PL is compulsory, however, normal leave entitlements apply. Medical certificates may be requested by Managers from staff absent due to illness on designated PL days.

3. Staffing Structure For Office Managers

3.1 There is one structure for Office Managers.

School Category	Position Level
1 – 6	Office Manager 1
7 +	Office Manager 2

3.2 School Categories relate to the Total School Budget Classification and Remuneration Structure in the ACT Department of Education and Community Services, Principals, Certified Agreement 2002 - 2003.

3.3 Office Manager 1 and 2 positions are full-time school positions at 36 hours 45 minutes per week. Office Managers may access regular part-time work in accordance with Part 1 – Clause 46 – Regular Part Time Work and Job Sharing.

3.4 The Office Manager 1 level is equivalent in salary to the Administrative Service Officer Grade 4. This classification is established for Category 1 to Category 6 schools.

3.5 The Officer Manager 2 level is equivalent in salary to the Administrative Service Officer Grade 5. Officer Manager 2 may be created upon request by the manager, for those schools that are Category 7 or higher, or schools that demonstrate a need based on work value criteria and subject to approval by the Director Human Resources. Any dispute regarding the establishment of such a position may be dealt with through the Agreement’s dispute-settling procedures.

3.6 Where a school moves to a higher category and the classification of the Office Manager position is to be upgraded, the position will be upgraded from the beginning of that school year. Where a school moves to a lower category and the Office Manager position is at the lower classification, the existing classification will be maintained until the beginning of the next school year. During the “maintenance period”, the substantive officer should seek to apply for other positions at an equivalent classification to their own or where appropriate consider a reduction in their full time status.

3.7 In the event that the Total School Budget Classification and Remuneration Structure is reviewed during the life of this agreement a corresponding review will take place for the two Office Manager classifications.

3.8 A competency/qualifications based commencement salary on recruitment or promotion is applicable at Step 2 of the Office Manager 1 and 2 incremental scales. There is a salary barrier before Step 3 in each of the Office Manager incremental scales.

- 3.9 During the life of this agreement the parties agree to review the competencies/ qualifications salary barrier before Step 3 of the incremental scales structure for Office Managers 1 and 2. Consistent with the objectives of the Office Manager structure outlined in the current agreement the review will seek to:
- (a) Encourage an increase in the level of competency in finance, business and Information Communication Technology held by employees in primary and special schools.
 - (b) Encourage employees who do not currently possess the relevant competencies or qualifications to undertake training to obtain the competencies/qualifications.
 - (c) Develop a process whereby the departments Performance Management Scheme and Personal Development Plans identify competencies and qualifications required for each Office Manager and deliver appropriate training at no cost to the employee.
- 3.10 Pending the outcome of the review principals will be made aware of the competencies and qualifications that have been developed for Office Managers. It will be possible for Office Managers who have been at Step 2 of the incremental scales for 12 months or more to progress through the salary barrier by:
- (a) Making application to the delegate of the Chief Executive to progress through the salary barrier on the basis that they possess the relevant competencies/qualifications.
 - (b) Having their application endorsed by their principal.
 - (c) Having their application recommended by the Professional Learning Section of the department (or other section as agreed by the parties).
 - (d) Having the application approved by the delegate of the Chief Executive.
- 3.11 Advancement to Step 3 of the incremental scale will not take place where competencies and qualifications required for an Office Manager have been identified and adequate training has been made available but not undertaken.

4. Office Manager Salary

	Salary Prior to Agreement	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
Office Manager 1	\$37,499	\$37,870	\$40,332	\$41,945
Comp/Quals entry point	\$38,689	\$39,071	\$41,611	\$43,275
	\$39,695	\$40,088	\$42,694	\$44,401
	\$40,714	\$41,117	\$43,790	\$45,541
Office Manager 2	\$41,825	\$42,238	\$44,983	\$46,783
Comp/Quals entry point	\$43,132	\$43,558	\$46,389	\$48,245
	\$44,349	\$44,787	\$47,698	\$49,606

The dotted line represents the salaries barrier.

5. Review of Classifications

5.1 The parties agree to undertake a classification review of the range of School Assistant designations in consultation with a jointly agreed reference group of school based employees and principals. The review will examine the classification of School Assistant positions in relation to the ACT Public Service Classification Schedules. The review is to be completed during the life of this agreement. Any agreed changes approved by a majority of affected employees will be implemented no later than the next agreement.

6. Temporary Employment

6.1 The parties agree to undertake a review of temporary employment practices for school based employees with a view to increasing permanent employment arrangements where this is practical and would not have adverse budget implications. Temporary employees who meet agreed criteria for permanent appointment may be appointed without further need for a merit selection process under conditions agreed as part of the review.

Section B – Building Service Officers

1. Application

1.1 This section applies to Building Service Officers (BSO).

2. Broadbanding - Aims

2.1 By implementing a Broadband salary structure the department aims to provide:

- (a) A more streamlined salary structure;
- (b) A more qualified workforce to handle ongoing work;
- (c) Employees with a greater range of skills that allow them to take on greater responsibility in their work environment; and
- (d) An environment that will attract younger employees.

3. Broadbanding - Key Elements

3.1 The BSO1 and BSO2 classifications are broadbanded with a salary barrier between them.

3.2 Automatic progression through the salary barrier requires achievement of acceptable performance standards and a minimum of a Certificate III.

3.3 Although a Certificate III is a minimum requirement BSO's will be encouraged to do a Certificate IV. Funding would normally only be available for a Certificate III or a Certificate IV but not both.

3.4 It is anticipated that a Certificate IV would be achieved within two years of commencing the course.

3.5 BSOs undertaking a Certificate IV will be released from duties one day per week for a maximum of three hours during school time and between two to four days during school holiday times.

4. Broadbanding - Salary Progression (Incremental Advancement)

4.1 The broadband classifications are:

Classification		Salary Prior to Agreement	Translation Salary (see Part 2 clause 8.2)	6.5% from 26 September 2002
BSO1	Level 1	\$26,708	\$26,356	\$28,069
	Level 2	\$27,058	\$26,702	\$28,438
	Level 3	\$27,406	\$27,045	\$28,803
	Level 4	\$27,754	\$27,389	\$29,169
BSO2	Level 1	\$27,754	\$27,723	\$29,525
	Level 2	\$28,171	\$28,111	\$29,938
	Level 3	\$28,582	\$28,494	\$30,346
	Level 4	\$29,027	\$28,906	\$30,785

The dotted line represents the salary barrier.

- 4.2 Employees who have served 12 months as a BSO1 Level 4 and pass through the salary barrier will move to BSO2 Level 2.
- 4.3 The parties agree to develop a process whereby the departments Performance Management Scheme and Personal Development Plans identify competencies and qualifications required for each BSO and deliver appropriate training at no cost to the employee.
- 4.4 Progression through the salary barrier is dependent on the employee attaining acceptable performance standards and a recognised qualification at the Certificate III level. Alternative transitional arrangements for BSOs permanently employed at the date of certification of this agreement are detailed in Clause 4.5.
- 4.5 The parties will develop transitional arrangements that identify core competencies and recognised courses for the purposes of Clause 4.4. Once the core competencies and recognised courses have been identified it will be possible for BSOs who have been at Step 4 of the incremental scales for 12 months or more to progress through the salary barrier by:
- (a) Making application to the delegate of the Chief Executive to progress through the salary barrier on the basis that they possess the relevant competencies/qualifications.
 - (b) Having their application endorsed by their principal.
 - (c) Having their application recommended by the Professional Learning Section of the department (or other section as agreed by the parties).

- (d) Having the application approved by the delegate of the Chief Executive.

4.6 Advancement beyond Step 4 of the incremental scale will not take place where competencies and qualifications required for a BSO have been identified and adequate training has been made available but not undertaken.

5. Career Development (Professional Learning)

5.1 As part of professional learning, BSOs will be released from duty for a period of two hours one day per term to attend a meeting organised by the parties for the exchange of ideas and speakers to present on topics relevant to the job.

- (a) These meetings will be held between 10:00am and 12:00pm with no backfilling of the position provided.
- (b) If BSOs choose not to attend, they must remain on duty at school.
- (c) These meetings may be on a whole of system basis or on a regional basis.
- (d) Normal operations of schools will not be effected by these arrangements.

6. Overtime

6.1 The following conditions apply in relation to overtime:

- (a) the minimum overtime amount is two hours for each overtime period;
- (b) Where requested or directed, no employee will refuse to work overtime when required unless he/she has a sound reason. The manager is required to give reasonable notice to employees if overtime is required to be performed;
- (c) Where an employee believes that there is a sound reason for not being able to accept a direction to perform overtime, then they may refer the matter to the workplace manager explaining the reasons for their inability to perform the duties requested. The manager's determination will be provided before the work is due to be performed.

7. Rostered Day Off (RDO)

- 7.1 Building Service Officers accrue a rostered day off (RDO) for every four weeks worked. The RDO may be taken at a time negotiated between the employee and manager, subject to the following:
- (a) Where practicable, RDOs should be taken during the school holidays immediately following the term in which they accrue.
 - (b) RDOs cannot be anticipated.
 - (c) RDOs may be accumulated by the employee, but should not be carried over into the next school year.
 - (d) RDOs must be recorded in accordance with PART 2 Clause 5 – Recording of Attendance. RDOs taken before or after recreation leave must be indicated on leave application forms.
 - (e) Building Service Officers who are employed on contract may elect to take their accrued RDOs during the school holidays after they have accrued. Otherwise, days that have not be taken will be paid as part of final entitlements.

8. Duty Statements

- 8.1 The parties agree that the work performed by BSOs may vary between schools and that duty statements should in general terms reflect the duties performed by the employee. The parties agree to review the duty statements of BSOs during the life of this agreement. Any agreed changes to duty statements will be consistent with the ACT Public Service Classification Schedules.

Section C – Family Services

1. Application

1.1 This section applies to ASO4, ASO5 and PO1 employees attached to the Child Protection and Substitute Care areas of Family Services.

2. Broadbanding - Key Elements

2.1 There is one salary structure for Family Services Workers in the Child Protection and Substitute Care areas of Family Services. This incorporates the previous levels of ASO4, ASO5 and PO1. ASO4, ASO5 and PO1 classifications are aligned in accordance with PART 2 - Clause 13 – Alignment Administrative Service Officer and Professional Officer Levels.

2.2 The broadbanded classifications are:

Previous Classifications		Broadbanded Classifications
ASO4 ASO5	PO1	FSW1

Family Services Worker 1				
	Salary Prior to Agreement	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
FSW1	\$37,499	\$37,870	\$40,332	\$41,945
	\$38,689	\$39,071	\$41,611	\$43,275
	\$39,695	\$40,088	\$42,694	\$44,401
	\$40,714	\$41,117	\$43,790	\$45,541
	\$41,825	\$42,238	\$44,983	\$46,783
	\$43,132	\$43,558	\$46,389	\$48,245
	\$44,349	\$44,787	\$47,698	\$49,606

3. Broadbanding - Salary Progression (Incremental Advancement)

3.1 All Family Services Workers, with the exception of Indigenous staff, must hold a relevant tertiary degree at point of entry.

3.2 The department will assist psychology graduates to complete their two-year internship to achieve registration as a psychologist. This assistance may involve supervision by a senior psychologist within Family Services, or identification of an external supervisor and assistance with time required for external supervision.

4. Broadbanding - Grandfathering Arrangements

- 4.1 For the purposes of this clause, the date of effect is 20 February 2001.
- 4.2 Permanent employees in the broadbanded classifications at the date of effect of the broadbanding retain the ability to move to the top of the Family Services Worker salary range without further selection processes.
- 4.3 Permanent employees in the broadbanded classifications at the date of effect of the broadbanding who do not have tertiary qualifications will continue to be eligible to compete on merit for advertised ASO6 vacancies.
- 4.4 The grandfathering clauses applying to permanent staff apply to temporary staff who were employed by Family Services in the broadbanded classifications for at least three months in the twelve months prior to the date of effect of the broadbanding.

5. Broadbanding - Identified Indigenous positions

- 5.1 At this stage, a tertiary degree is highly desirable for entry to identified Indigenous positions, but not mandatory. This reflects the imperative to recruit Indigenous employee and the smaller pool of Indigenous tertiary graduates.

6. Recruitment

- 6.1 There will be regular recruitment exercises to fill vacancies as required to create a pool of suitable people to fill ongoing vacancies. Advertisements will be worded so that suitability lists last for 12 months.

7. Staffing Levels

- 7.1 The parties agree to discuss current staffing arrangements with a view to achieving maximum operational efficiency. Consistent with Part 1 – Clause 46 – Regular Part Time Work and Job Sharing emphasis will be placed on flexible arrangements that also ensure effective service delivery. Priority will be given to implementation of a relief system to deal efficiently with anticipated absences.

Section D – Workforce Management Broadbanding

1. Application

- 1.1 This section applies to employees occupying a position attached to the administrative unit known as Workforce Management.

2. Aims of Broadbanding

- 2.1 By implementing a Broadband salary structure, the department aims to:
- (a) Increase staff retention and attract quality new staff by providing them an opportunity to further their career and receive salary incentives beyond their current level;
 - (b) Address the issue of employees performing similar duties at different levels;
 - (c) Rationalise and simplify salary advancement arrangements;
 - (d) Simplify organisational structures by reducing the number of pay scales and increment points;
 - (e) Reduce training costs through a reduction in staff turnover, resulting in a more stable and experienced, trained workforce;
 - (f) Improve staff morale by providing improved job satisfaction through the availability of more interesting and varied work;
 - (g) Provide a more flexible workforce to manage ongoing changing needs of Workforce Management and reward performance through movement to higher levels; and
 - (h) Improve productivity by providing incentives for staff to undertake a form of study or achieve targeted performance objectives (ie. competencies).

3. Key elements of the new structure

3.1 The ASO1 to ASO6 classifications are Broadbanded as follows:

Previous Classifications	Broadbanded Classifications
ASO1	WM1
ASO2	WM1
ASO3	WM2
ASO4	WM2
ASO5	WM3
ASO6	WM3

Double lines represent a hard barrier.

Dotted lines represent a soft barrier.

3.2 The number of increments in each ASO classification have been reduced as follows:

Previous Classifications	Broadband Classification	Previous number of increments	Broadband number of increments
ASO1 and ASO2	WM1	13	6
ASO3 and ASO4	WM2	8	6
ASO5 and ASO6	WM3	8	6

3.3 Junior rates of pay are not applicable under the Workforce Management Broadband Salary and Classification Structure. Base level employees will continue to be recruited as ACTPS Trainees.

4. Salary Progression (Incremental Advancement)

4.1 Progression through a hard barrier between broadband classifications is dependent upon staff applying for promotion and being successful at the higher level in an open merit selection process.

4.2 Progression through a soft barrier within a broadband is dependent on the employee attaining certain performance standards and/or competencies (including a recognised qualification) specified in the table following:

Broadband	Qualification required	Competency Required
WM1	Certificate II – see clause 4.3	See clause 4.3
WM2	Certificate IV – see clause 4.3	See clause 4.3
WM3	Diploma – see clause 4.3	See clause 4.3

- 4.3 The parties will develop guidelines that identify recognised courses and core competencies for the purposes of Clause 4.2.
- (a) Pending the development of these guidelines, employees may negotiate with the Manager, Workforce Management to determine the recognition of any course relevant to the work performed in Workforce Management.

5. Grandfathering Arrangements

- 5.1 For the purposes of this section, **date of certification** means 25 June 2002.
- 5.2 If an employee occupying a position attached to Workforce Management at the date of certification is eligible to pass beyond a soft barrier, the department will pay for any Recognition of Prior Learning (RPL) or Recognition of Current Competencies (RCC) process and, where required, any training necessary to enable an employee to meet a competency required to pass through a soft barrier or obtain a recognised qualification at the diploma level, subject to the following:
- (a) Each employee is only eligible for funding once, unless the employee undertakes training below that of a diploma and the department agrees to pay for the additional training to enable that employee to subsequently obtain a recognised qualification at the diploma level.
- (b) The department will cease to pay for any training, RPL or RCC where the employee ceases to be substantively employed in Workforce Management.
- (c) Applications for funding will only be accepted for a period of two years from the date of certification.
- (d) If an employee fails to pass a unit of a course, RPL or RCC process funded by the department, the department will not repay for the employee to participate in the unit again, unless agreed to by the Manager, Workforce Management.
- (e) Employees commencing work in Workforce Management after the date of certification will only be eligible for assistance under this clause after serving a period of six months with Workforce Management. This does not limit the department's normal study assistance guidelines.

6. Higher Duties Allowance (HDA)

- 6.1 HDA is only payable when an employee performs the duties of an office in a higher Broadband classification and is not payable within a Broadband classification. This is compensated by the availability of salary advancement beyond the soft barriers.

7. Advertising broadband positions

- 7.1 Advertisements for WM broadband positions will list all increments within the relevant broadband classification at which the position is to be filled.
- 7.2 Where it is intended to fill a position above the soft barrier, this will be clearly indicated within the advertisement.

8. Broadband Salary and Classification Structure

	Salary Prior to Agreement	Translation Salary	6.5% from 26.09.2002	4% from 01.07.2003
WM3				
Top Increment ASO6	\$51,888	\$52,401	\$55,807	\$58,039
	\$49,954	\$50,448	\$53,727	\$55,876
	\$47,565	\$48,034	\$51,156	\$53,202
	\$46,295	\$46,753	\$49,792	\$51,784
	\$45,171	\$45,617	\$48,582	\$50,525
Top Increment ASO5	\$44,349	\$44,787	\$47,698	\$49,606
	\$43,132	\$43,558	\$46,389	\$48,245
	\$41,825	\$42,238	\$44,983	\$46,783
WM2				
Top Increment ASO4	\$40,714	\$41,117	\$43,790	\$45,541
	\$39,695	\$40,088	\$42,694	\$44,401
	\$38,689	\$39,071	\$41,611	\$43,275
	\$37,499	\$37,870	\$40,332	\$41,945
Top Increment ASO3	\$36,310	\$36,669	\$39,052	\$40,615
	\$35,392	\$35,742	\$38,065	\$39,588
	\$34,519	\$34,860	\$37,126	\$38,611
	\$33,644	\$33,976	\$36,184	\$37,632
WM1				
Top Increment ASO2	\$32,755	\$33,079	\$35,229	\$36,638
	\$31,956	\$32,271	\$34,369	\$35,743
	\$31,147	\$31,455	\$33,500	\$34,840
Top Increment ASO1	\$30,350	\$30,650	\$32,642	\$33,948
	\$29,539	\$29,830	\$31,769	\$33,040
	\$28,845	\$29,130	\$31,023	\$32,264
	\$27,707	\$27,981	\$29,800	\$30,992
	\$26,976	\$27,242	\$29,013	\$30,173
	\$26,098	\$26,357	\$28,070	\$29,193

The **double lines** indicate a hard barrier for promotion from:

- WM1 to WM2;
- WM2 to WM3; and
- WM2 to WM3.

The **dotted lines** indicate a soft barrier for progression within the ranges.

**SIGNATORY TO
ACT DEPARTMENT OF EDUCATION, YOUTH & FAMILY SERVICES
STAFF CERTIFIED AGREEMENT 2003 - 2004**

The Australian Capital Territory is a party to the ACT Department of Education, Youth & Family Services Staff Certified Agreement 2003 - 2004.

FRANCIS MERRILL HINTON
CHIEF EXECUTIVE
ACT DEPARTMENT OF EDUCATION, YOUTH & FAMILY SERVICES
on behalf of
The Minister for Education, Youth & Family Services
on behalf of
The Australian Capital Territory.

/ /2003

MATTHEW REYNOLDS
NATIONAL PRESIDENT
on behalf of
The Community and Public Sector Union

/ /2003

LYNDAL RYAN
ACT ASSISTANT BRANCH SECRETARY
on behalf of
The Australian Liquor, Hospitality and Miscellaneous Workers Union

/ /2003