ACTION UNION COLLECTIVE

AGREEMENT 2007-2010

Inconsistencies

To the extent of any inconsistency between the terms in Division 1, Division 2 Schedules

including their Appendixes and the Attachments:

• The terms within the body of Schedules and in the Attachments prevail over

the contents of Appendixes and Division 1; and

• The Appendixes to Schedules prevails over Division 1 of this Agreement.

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DIVISION 1

PART 1 OPERATION OF THE AGREEMENT

Section A - Technical Matters

1 Title

1.1 This Agreement, made under Section 328 of the WR Act, will be known as the

ACTION Union Collective Agreement 2007-2010.

2 Persons Bound and Parties

2.1 In accordance with Section 351 of the WR Act, the persons bound by this

Agreement are:

(a) the Chief Executive of the Territory and Municipal Services Directorate on

behalf of the Australian Capital Territory; and

(b) all persons employed by the Australian Capital Territory Internal Omnibus

Network (ACTION); who are ‘employees’ as defined in the Dictionary to this

Agreement; and

(c) the Community and Public Sector Union,

the Australian Manufacturing Workers Union; and

the Transport Workers’ Union of Australia.

2.2 The parties to this Agreement are:

(a) the Chief Executive of the Territory and Municipal Services Directorate on

behalf of the Australian Capital Territory; and the

(b) Community and Public Sector Union,

Australian Manufacturing Workers Union;

Transport Workers’ Union of Australia.

3 Commencement and Duration

3.1 This Agreement will commence operation on the day it is lodged under the WR Act.

The nominal expiry date of this Agreement will be 31 March 2010.

4 Operation of the Agreement

4.1 This Agreement is comprehensive and provides the terms and conditions of

employment of employees covered by this Agreement, other than terms and

conditions applying under applicable legislation.

4.2 This includes:

(a) Workplace Relations Act 1996 (WR Act);

(b) Public Sector Management Act 1994 (PSM Act);

(c) Public Sector Management Standards (PSM Standards);

(d) Occupational Health and Safety Act 1989 (OHS Act); and

(e) Holidays Act 1958 (Holidays Act).

4.3 This Agreement constitutes a closed agreement in settlement of all claims for its

duration. Therefore, during the life of this Agreement, there will be no further claims

that affect the provisions of this Agreement, except where these claims are

consistent with the terms of this Agreement.

4.4 This Agreement excludes the protected award conditions (as defined in the WR

Act, as amended from time to time) that are about, or incidental to, protected award

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conditions within any award (as varied from time to time) applying to employment in

ACTION.

4.5 This Agreement prevails over the Holidays Act, the PSM Act and the PSM

Standards to the extent of any inconsistency.

4.6 To maintain the integrity of the agreement reached between the parties, the parties

agree to meet and consult if an event occurs that makes a clause of this Agreement

unenforceable, or undermines the operation of a clause of this Agreement, or

otherwise changes the intention of the parties to this Agreement.

5 Agreement Availability

5.1 Copies of this Agreement will be made available, in paper or electronic form, to

employees.

5.2 An employee has the right to receive accurate information about that employee’s

terms and conditions of employment under this Agreement. ACTION will put in

place processes to ensure that accurate information is given to an employee about

that employee’s terms and conditions of employment under this Agreement.

6 Authority of the Chief Executive

6.1 The Chief Executive may, in writing, delegate any power or function that the Chief

Executive has under this Agreement to another person or position within the

Agency or within the ACT Public Service, subject to directions, except for this

power of delegation.

6.2 This does not limit the power of the Chief Executive to authorise a person to act for

and on the Chief Executive’s behalf.

6.3 The powers conferred though the operation of Clause 6.1 will not be sub-delegated.

6.4 To avoid doubt, in this Agreement reference to the Chief Executive may be taken to

mean delegate where the Chief Executive has delegated the particular power or

function under Clause 6.1.

7 Variation to Agreement

7.1 This Agreement may be varied in accordance with the WR Act.

8 Termination of Agreement

8.1 The parties agree that the maintenance of adherence to agreed terms and

conditions of employment is a key component of good workplace relations and a

dispute free workplace. The parties therefore agree that they will not exercise their

right to unilaterally terminate this Agreement under Part 8, Division 9 Subdivision D

of the WR Act.

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PART 2 WORKING IN ACTION

Section B - Employment

9 Types of Employment

9.1 A person will be engaged under the PSM Act in one of the following categories:

(a) permanent employment on a full-time or permanent part-time basis,

including appointment with or without probation; or

(b) short term temporary employment for a period not exceeding twelve

months on a full-time or part-time basis, engaged for a specified period

of time or for a specified task or as an apprentice, trainee; or cadet.

(c) long term temporary employment for a period greater than twelve

months but not exceeding five years on a full-time or part-time basis,

engaged for a specified period of time or for a specified task or as an

apprentice, trainee; or cadet.

(d) temporary casual employment.

9.2 Persons engaged on a part-time basis will receive, on a proportionate basis,

equivalent pay and conditions to those of full time employees.

10 Notice of Engagement

10.1 At the time of appointment or engagement the Chief Executive will inform each

person in writing of the terms of the person’s employment, including:

(a) the type of employment; and

(b) whether a probationary period applies and the expected duration of the

period; and

(c) if the person is engaged as a fixed term employee, the duration of the

engagement; and

(d) the ordinary weekly hours; and

(e) the ordinary weekly hours before overtime is payable; and

(f) a list of the main instruments governing the terms and conditions of the

person’s employment.

11 Notice of Termination

11.1 Where ACTION initiates the termination of an employee’sACTION, the Chief

Executive will give the person written notice of termination in accordance with the

WR Act.

11.2 Where an employee’s employment is terminated at the initiative of the employee,

the employee will provide written notice of their resignation from ACTION to the

Chief Executive at least two weeks prior to the proposed date of the resignation.

11.3 The period of notice required in Clause 11.2 may be reduced by agreement in

writing between the employee and the Chief Executive.

12 Casual and Temporary Employment

12.1 The parties are committed to promoting permanent employment and job security for

employees within the ACTPS and accordingly agree to the provisions in this clause

12.2 In order to promote permanent employment for employees in the ACTPS, ACTION

will endeavour to minimise the use of temporary and casual employment.

12.3 ACTION agrees to the use of temporary employees only where there is no officer

available in ACTION with the expertise, skills or qualifications required for the

duties to be performed or the assistance of a temporary nature is required by

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ACTION for the performance of urgent or specialised work within ACTION and it is

not practical in the circumstances to use the services of an existing officer.

12.4 The parties acknowledge that there may be circumstances where ACTION has to

undertake a program or task that requires dedicated resources by persons with

skills or experience for which the engagement of such persons on a casual basis is

needed for operational requirements.ACTION

12.5 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 ACTION should consider engaging the

person on a different basis, including on a permanent or temporary basis.

12.6 Where a position has been nominally vacant for a continuous period exceeding

twelve months, ACTION will consult with the relevant Workplace Steering

Committee on the circumstances for this and the feasibility of proceeding to fill the

position on a permanent basis.

Section C - Probation

13 Probation

13.1 The provisions of the PSM Act concerning employment on probation will continue to

apply, as modified by this clause. This clause only applies to officers.

13.2 Where a person is appointed on probation under the PSM Act, the period of

probation will be determined in advance and will be three months or less, or more

than three months if this is reasonable, having regard to the particular

circumstances of the employment.

13.3 At the time of an offer of employment on probation, the Chief Executive will inform

the person in writing of the period of probation that will apply.

13.4 At the time a person is appointed on probation, the Chief Executive will inform the

person in writing of the criteria and objectives to be met for the appointment to be

confirmed.

13.5 Probation will provide a supportive process for the officer during which mutual

evaluation and decisions about permanent appointment can be made.

13.6 There must be at least two formal assessments of an officer during the probationary

period. These reviews must be at least four weeks apart. The Chief Executive

must provide the officer with a copy of the assessment report. The officer must be

provided with an opportunity to respond within seven working days. If the

assessment is sufficiently negative for the manager/supervisor to consider

recommending that the Chief Executive terminate the employment, that opinion will

be included in the assessment report.

13.7 Where the period of probation is longer than three months, the assessment reviews

should be carried at intervals of one month for the first two months and then on a

regular basis. The timing of these assessment reviews will be determined in

advance and notified to the person at the time of appointment on probation.

13.8 The termination of the appointment of an officer on probation will be in accordance

with Section 70 of the PSM Act.

13.9 A decision of the Chief Executive under Clause 13.8 to terminate the appointment

of an officer on probation is excluded from the Internal Review Procedures (Section

S of Division 1) and Appeal Mechanisms (Section T of Division 1) of this

Agreement.

13.10 To avoid doubt, an officer on probation is able to seek a review of the officer’s

probation under the Internal Review Procedures in Section S of Division 1 of this

Agreement, except in relation to a decision to terminate the officer’s employment.

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Section D - Selection and Advancement

14 Improved Attraction and Retention

14.1 The Agency, in consultation with the Agency Consultative Committee, will consult

during the life of this Agreement to develop strategies to assist the Agency in

attracting and retaining suitable employees. This will involve development of

appropriate strategies and processes, including the conduct of surveys of staff, to

assist this objective.

15 Promotion after Acting

15.1 The Chief Executive may approve the promotion of an officer into a nominally

vacant position without an additional selection process where:

(a) the officer has acted in the vacant position (or a position with identical

selection criteria) for a period of more than twelve continuous months

and has undergone a merit selection process in order to act in the

position; and

(b) the vacant position was initially advertised for a minimum period of six

months with the possibility of an extension; and

(c) organisational requirements and financing for the position exist; and

(d) on reasonable grounds an additional merit selection process would not

identify a more meritorious applicant than the position’s present

occupant; and

(e) immediately before the promotion, the officer’s manager assesses the

officer against the selection criteria for the position as satisfactory; and

(f) there is no potentially or actually excess officer suitable to be placed in

the position.

15.2 For the purposes of Clause 15.1(a), the twelve months continuous acting may not

be considered to have been broken where the officer performs the duties of another

position at the same or higher level during the 12-month period.

15.3 For the purposes of Clause 15.1(a), a merit selection process means a process of

selection for filling a vacant position on the basis of the merit of the applicant(s),

which includes:

(a) advertisement of the position in the ACT Government Gazette and any

relevant ACT Government publications; and

(b) comparative assessment of suitable applicants for the position, if there

is more than one applicant; and

(c) selection based on the recommendation of a Selection Advisory

Committee or a Joint Selection Committee.

15.4 The promotion of an officer in accordance with Clause 15.1 will be notified as a

promotion to a non-advertised vacancy. Any suitable qualified officer may lodge an

appeal against the process for positions at or below Administrative Service Officer

Class 6 (or equivalent classification) under Section T of Division 1 of this

Agreement, or may apply for an internal review of the process for positions at or

above Senior Officer Grade C (or equivalent classification) under Section S of

Division 1 of this Agreement.

16 Selection Committees

16.1 A selection committee will be formed following the advertising of a vacancy. The

Chief Executive will determine whether the selection committee will be:

(a) a Selection Advisory Committee (SAC); or

(b) a Joint Selection Committee (JSC).

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Selection Advisory Committee

16.2 A Selection Advisory Committee will be nominated by the Chief Executive and

should normally be comprised of three members.

16.3 A Selection Advisory Committee will be chaired by the representative nominated as

the Chairperson by the Chief Executive.

Joint Selection Committee

16.4 A Joint Selection Committee will normally comprise of, but not be limited to:

(a) a chairperson who has appropriate skills and experience, nominated by

the Chief Executive;

(b) a person who has appropriate skills and experience, nominated by

relevant Workplace Steering Committee;; and

(c) a person who has appropriate skills and experience, nominated by the

Chief Executive from a list of employees, and agreed by both parties.

16.5 From time to time the Chief Executive will call for nominations from employees to

be included on the list of persons who have appropriate skills and experience.

Operation of Selection Committees

16.6 The Chief Executive will not convene a selection committee except as prescribed

by this Agreement.

16.7 A selection committee must make a recommendation based on the principles of

merit as set out in the PSM Act and Standards.

16.8 A selection committee may, consistent with the application of the merit principles,

decide not to conduct formal interviews and assess applicants on the basis of

applications and referee reports only.

17 Lifespan of Merit Process

17.1 A selection committee’s recommendations for filling a vacant position may be used

for appointments, promotions, higher duties and transfers to that position or another

position at the same level with the same selection criteria for a period of up to

twelve months after the date on which the Chief Executive accepts the

recommendations of the selection committee.

Section E - Hours of Work

18 36.75 Hours per Week - Non-Shift Workers

18.1 In this clause employee refers to an employee, other than a casual employee, who

is employed in a position identified by ACTION as having ordinary weekly hours of

36.75 per week.

Ordinary Hours of Work

18.2 The ordinary daily hours are seven hours and twenty-one minutes for a full time

employee. The ordinary weekly hours are 36.75 hours for a full time employee.

18.3 A part time employee will work less than the ordinary weekly hours of work for a

full-time employee.

Standard Hours

18.4 Standard hours are 8.30am to 12.30pm and 1.30pm to 4.51pm, Monday to Friday,

unless otherwise agreed in writing by the employee and the manager/supervisor.

Span of Hours

18.5 Ordinary daily hours must be worked within the span of hours limits of 7:00 a.m. to

7:00 p.m. Monday to Friday.

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18.6 The span of hours worked in a day (Clause 18.5) may be varied by agreement

between the manager/supervisor and a majority of employees concerned in a

workplace.

18.7 Ordinary weekly hours may be averaged over a period of up to four weeks (28

calendar days), or a longer period of no more than twelve months as agreed

between the manager/supervisor and the employee.

Meal Break

18.8 An employee will not be required to work for more than five hours without a break

for a meal of at least thirty minutes duration. Meal breaks will not count as time

worked unless specific provisions are made for in this Agreement.

18.9 The provisions of Clause 18.8 may be varied by agreement between the

manager/supervisor and a majority of employees concerned in a workplace.

18.10 An employee who works up to six hours in a day may, with the agreement of the

supervisor/manager, work up to six hours without a meal break to accommodate

the employee’s personal circumstances and work/life balance.

19 38 Hours per Week - Non-Shift Workers

19.1 In this clause employee refers to an employee, other than a casual employee, who

is employed in a position identified by ACTION as having ordinary weekly hours of

38.00 per week.

Ordinary Hours of Work

19.2 The ordinary daily hours are seven hours and thirty-six minutes for a full time

employee. The ordinary weekly hours are 38.00 hours for a full time employee.

19.3 A part time employee will work less than the ordinary weekly hours of work of a full

time employee.

Standard Hours

19.4 Standard hours are 8.30am to 12.30pm and 1.30pm to 5.06 pm, Monday to Friday,

unless otherwise agreed in writing by the employee and the manager/supervisor.

Span of Hours

19.5 Ordinary daily hours must be worked within the span of hours limits of 7:00 a.m. to

7:00 p.m. Monday to Friday.

19.6 The span of hours worked in a day (Clause 19.5) may be varied by agreement

between the manager/supervisor and a majority of employees concerned in a

workplace.

19.7 Ordinary weekly hours may be averaged over a period of up to four weeks (28

calendar days), or a longer period of no more than twelve months as agreed

between the manager/supervisor and the employee.

Meal Break

19.8 An employee will not be required to work for more than five hours without a break

for a meal of at least thirty minutes duration. Meal breaks will not count as time

worked unless specific provisions are made for in this Agreement.

19.9 The provisions of Clause 19.8 may be varied by agreement between the

manager/supervisor and a majority of employees concerned in a workplace.

19.10 An employee who works up to six hours in a day may, with the agreement of the

supervisor/manager, work up to six hours without a meal break to accommodate

the employee’s personal circumstances and work/life balance.

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20 36.75 Hours per Week - Shift Workers

20.1 In this clause employee refers to an employee, other than a casual employee, who

is employed in a position identified by ACTION as having ordinary weekly hours of

36.75 per week.

Shift Workers

20.2 An employee is a shift worker if the employee is rostered to perform ordinary daily

hours outside the limits of that employee’s ordinary weekly hours of work, and/or on

Saturdays and Sundays and on public holidays on a regular or ongoing basis.

Ordinary Hours of Work

20.3 The ordinary daily hours are seven hours and twenty-one minutes for a full time

employee. The ordinary weekly hours are 36.75 hours for a full time employee

performed on the following basis:

(a) 36.75 hours within a period not exceeding seven consecutive days; or

(b) 73.5 hours within a period not exceeding fourteen consecutive days; or

(c) 147 hours within a period not exceeding twenty-eight consecutive days,

or

(d) any other period of twelve months or less and agreed in writing

between the manager/supervisor and the employee to provide for an

average working week of 36.75 hours per week over the agreed period.

20.4 A part time employee will work less than the ordinary weekly hours of work for a full

time employee.

20.5 ACTION may, after consulting with the employees concerned and the employee’s

employee representatives, and following agreement of a majority of employees

affected, introduce:

(a) shift work;

(b) a new roster; or

(c) an arrangement of shift cycles.

20.6 Subject to Clause 20.7, rosters setting out the start times, finish times, and rotation

of shifts over at least a twenty-eight day period will be posted at least fourteen days

prior to the commencement of the roster.

20.7 Amendments may be made to rosters to meet the operational needs of ACTION.

These amendments will be made available as soon as practicable.

20.8 The ordinary weekly hours may be averaged over a period of up to twenty-eight

calendar days, or a longer period of no more than twelve months as agreed in

writing between the agreed between the manager/supervisor and the employee

affected.

Payment for an Employee Rostered Off on a Public Holiday

20.9 Where an employee is:

(a) normally to perform regular rostered work on a particular day of the

week; and

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

(c) the particular day is a public holiday,

The employee will be granted a day’s leave in lieu of a public holiday, which occurs

on a day on which that employee is rostered off duty.

20.10 The day in lieu provided for in Clause 20.9 must be granted within one month after

the holiday, if practicable

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20.11 Where it is not practicable to grant a day’s leave in lieu in accordance with Clause

20.10, the employee will be paid one day’s pay at the ordinary hourly rate.

Meal Break

20.12 An employee will not be required to work for more than five hours without a break

for a meal of at least thirty minutes duration. Meal breaks will not count as time

worked unless specific provisions are made for in this Agreement.

20.13 The provisions of 20.12 may be varied by agreement between the

Manager/Supervisor and a majority of employees concerned in a workplace.

20.14 An employee who works up to six hours in a day may, at the employee’s discretion,

work up to six hours without a meal break to accommodate the employee’s

personal circumstances and work-life balance.

20.15 An employee who is required, due to operational reasons, to continue working

through the employee’s meal break will be paid an additional 50% of the

employee’s ordinary hourly rate from the scheduled time of commencement of the

break until the employee is provided a break.

21 38 Hours Per Week - Shift Workers

21.1 In this clause employee refers to an employee, other than a casual employee, who

is employed in a position identified by ACTION as having ordinary weekly hours of

38.00 per week.

Shift Workers

21.2 An employee is a shift worker if the employee is rostered to perform ordinary daily

hours outside the limits of that employee’s ordinary weekly hours of work, and/or on

Saturdays and Sundays and on public holidays on a regular or ongoing basis.

Ordinary Hours of Work

21.3 The ordinary daily hours are seven hours and thirty-six minutes for a full time

employee. The ordinary weekly hours are 38:00 hours for a full time employee,

performed on the following basis:

(a) 38.00 hours within a period not exceeding seven consecutive days; or

(b) 76.00 hours within a period not exceeding fourteen consecutive days;

or

(c) 152 hours within a period not exceeding twenty-eight consecutive days,

or

(d) any other period of twelve months or less and agreed in writing

between the manager/supervisor and the employee to provide for an

average working week of 38 hours per week over the agreed period.

21.4 A part time employee will work less than the ordinary weekly hours of work for a full

time employee.

21.5 ACTION may, after consulting with the employees concerned and the employees’

employee representatives, and following agreement of a majority of employees

affected, introduce:

(a) shift work;

(b) new roster; or

(c) an arrangement of shift cycles.

21.6 Subject to Clause 21.7, rosters setting out the start, times finish times, and rotation

of shifts over at least a twenty-eight day period will be posted at least fourteen days

prior to the commencement of the roster.

21.7 Amendments may be made to rosters to meet ACTION’s operational

needs.ACTION These amendments will be made available as soon as practicable.

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21.8 The ordinary weekly hours may be averaged over a period of up to four weeks (28

calendar days), or a longer period of no more than twelve months as agreed in

writing between the manager/supervisor and the employee affected.

Payment for an Employee Rostered Off on a Public Holiday

21.9 Where an employee is:

(a) normally to perform regular rostered work on a particular day of the

week; and

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

(c) the particular day is a public holiday,

The employee will be granted a day’s leave in lieu of a public holiday that occurs on

a day on which that employee is rostered off duty.

21.10 The day in lieu provided for in Clause 21.9 must be granted within one month after

the holiday, if practicable

21.11 Where it is not practicable to grant a day’s leave in lieu in accordance with Clause

21.10, the employee will be paid one day’s pay at the ordinary hourly rate.

Meal Break

21.12 An employee will not be required to work for more than five hours without a break

for a meal of at least thirty minutes duration. Meal breaks will not count as time

worked unless specific provisions are made for in this Agreement.

21.13 The provisions of Clause 21.12 may be varied by agreement between the

manager/supervisor and a majority of employees concerned in a workplace.

21.14 An employee who works up to six hours in a day may, at the employee’s discretion,

work up to six hours without a meal break to accommodate the employee’s

personal circumstances and work/life balance.

21.15 An employee who is required, due to operational reasons, to continue working

through the employee’s meal break will be paid an additional 50% of the

employee’s ordinary hourly rate from the scheduled time of commencement of the

break until the employee is provided a break.

22 Flextime

22.1 The parties agree that flextime will provide the framework for an employee’s, other

than a casual employee’s, pattern of attendance at work to be varied according to

the needs of the employee and the requirements of the work unit. It is not a system

that is designed to increase or reduce the total number of hours that must be

worked. Flextime is not available to shift workers whose hours of work are provided

for in Clause 20, 36.75 Hours Per Week – Shift Workers or Clause 21, 38.00 Hours

Per Week – Shift Workers.

22.2 For flextime arrangements to work effectively managers and employees have a

responsibility to manage hours of work to ensure that individuals are not building up

excessive flex credits without:

(a) the opportunity to access paid leave accrued as a result of flex leave;

and

(b) being productively employed i.e. a supervisor/manager may require an

employee not to accumulate flex credits before 8.30am or after 4.51pm

where there is insufficient work or an employee cannot be sufficiently

managed.

22.3 Subject to Clause 22.4, only employees at or below the Senior Officer Grade C

level (or equivalent classification, including Legal Officer 1) will participate in

flextime.

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22.4 Flextime is not accrued by employees who are engaged in shift work or those

employees entitled to rostered days off in accordance with Clause 24 of this

Agreement

22.5 Hours of work arrangements will be in accordance with operational requirements

and occupational health and safety principles. This means that patterns of working

hours that have the potential to impact on the health of an employee, such as

working long hours in a condensed period or avoiding meal breaks so as to depart

early from work, should be avoided.

22.6 As far as practicable, an employee will not be required to work for longer than five

hours without a break of a minimum of thirty minutes duration except whilst

undertaking fire fighting duties or other declared emergency activities.

22.7 The flextime bandwidth for employees eligible for flextime provisions will be from

7.00am to 7.00pm, Monday to Friday.

22.8 Employees may work outside the bandwidth stipulated at Clause 22.7 where an

employee and ACTION so agree. This provision is designed to add flexibility in

exceptional circumstances and is not intended to replace normal overtime

provisions.

22.9 Where an employee works outside the bandwidth in accordance with Clause 22.8,

these hours will be considered normal hours of duty and will not attract overtime

payments or time off in lieu provisions on an hour for hour basis, unless otherwise

agreed between the employee and the supervisor/manager prior to the work being

performed.

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

22.11 Starting and finishing times within the bandwidth are to be determined for individual

work areas by ACTION based on operational needs.

22.12 An employee may have a maximum flextime credit equal to the employee’s normal

weekly hours of duty, at the end of the settlement period. This may be varied by

agreement between the supervisor/manager and the employee.

22.13 There is no provision to cash out flextime credits either during a period of

employment with ACTION, or upon separation or transfer out of ACTION.

22.14 The maximum flextime debit that may accrue is ten hours in any settlement period.

Any debit in excess of the maximum debit, at the end of a settlement period, will be

considered to be leave without pay and deducted in accordance with overpayment

process at Clause 46.

22.15 Any flextime debits an employee has if the employee ceases employment with

ACTION will be recovered from any termination payment owing to the employee,

except in the case of death.

22.16 Accrued flextime credits will be taken at such times and in such a period or periods

as are agreed between the employee and ACTION and approved prior to taking

accrued flextime. It is the responsibility of both the employee and the relevant

manager/supervisor to take steps to ensure that accrued flextime credits can be

taken as time off, in accordance with this clause.

22.17 An employee not complying with these flextime provisions may be directed to work

standard hours or the employee’s standard working pattern. Standard hours are

8.30am to 12.30pm and 1.30pm to 4.51pm Monday to Friday, for an employee

whose hours of work are provided for in Clause 18, 36.75 Hours per Week – Non

Shift Workers and 8.30am to 12.30pm and 1.30pm to 5.06 pm Monday to Friday,

for an employee whose hours of work are provided for in Clause 19, 38.00 Hours

per Week – Non Shift Workers, Monday to Friday, unless otherwise agreed in

writing by the employee and the manager/supervisor.

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23 Flexible Working Arrangements for Senior Officer Grade As and Bs and

Equivalent Employees

23.1 ACTION has a responsibility to minimise the extent to which excessive hours are

worked by its employees. As far as practicable, ACTION will develop strategies to

try to reduce the incidence of excessive hours being worked. Flexible working

arrangements for Senior Officer Grade As and Bs and equivalent employees are

not available to shift workers whose hours of work are provided for in Clause 20,

36.75 Hours per Week – Shift Workers or Clause 20, 38.00 Hours per Week – Shift

Workers.

23.2 However, ACTION recognises that there is an expectation that its employees at the

Senior Officer Grade A and B (or equivalent) classification levels, because of the

nature of the employee’s duties and responsibilities, may be required to work

extensive hours over a significant period.

23.3 The working arrangements (including working hours) for an employee who is a

Senior Officer Grade A or B (or equivalent) will be agreed between the employee

and the supervisor/manager (but must be at least thirty-six hours and forty-five

minutes per week). In considering these working arrangements, the employee and

the supervisor/manager will take into account in particular:

(a) ACTION’s operational requirements and workload demandsACTION;

and

(b) the interests of the employee in achieving a reasonable balance of

work and personal life.

23.4 In recognition of excessive hours that may be performed by employees, other than

casual employees, who are at the Senior Officer Grade A and B (or equivalent)

classification levels, the arrangements set out in Clauses 23.5 to 23.8 will apply.

These arrangements do not apply to Senior Officer Grade A and B (or equivalent)

classifications that work shift work.

23.5 An employee in ACTION at the date of lodgement of the Agreement will be eligible

to access the credit hours under Clause 23.8 if the supervisor/manager is satisfied

that the employee has worked in excess of the employee’s ordinary weekly hours

additional to the employee’s normal hours of work during the twelve months prior to

the date of certification

23.6 An employee who commences in ACTION after the date of lodgement of the

Agreement will be eligible to access the credit hours under Clause 23.8 once the

employee’s supervisor/manager is satisfied that the employee has worked in

excess of 36.75 hours additional to the employee’s normal hours of work since the

time the employee commenced in ACTION.

23.7 At the conclusion of the twelve month period after the credit hours have been

granted under either Clause 23.5 or 23.6, an employee will be eligible to access the

credit hours under Clause 23.8, provided that the employee’s supervisor/manager

is satisfied that the employee has worked in excess of 36.75 hours additional to the

employee’s normal hours of work during the previous twelve month period.

23.8 Once an employee satisfies the requirements of either Clauses 23.5, 23.6 or 23.7,

the employee will be provided with a credit bank of 36.75 hours (credit hours) under

the following conditions:

(a) the credit hours are to be taken within twelve months of the credit hours

being granted, at a time agreed between the employee and the

supervisor/manager; and

(b) the credit hours not taken by the employee within twelve months of the

credit hours being granted will lapse; and

(c) the credit hours are granted on the basis that the employees will

maintain appropriate records.

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24 Rostered Day Off

24.1 An employee to whom this clause applies may accrue 0.4 of one hour (24 minutes)

for each eight-hour shift worked to allow the employee to take a Rostered Day Off

(RDO). For example, a shift worker to whom this clause applies and who works 19

eight-hour shifts may take the 20th shift off as an RDO.

24.2 An employee may elect to take an RDO as a whole day or part of a day by

agreement with the supervisor/manager. RDO’s must be approved in advance by

agreement between the employee(s) affected and the employee’s

supervisor/manager, taking into account the operational requirements of ACTION.

24.3 Accrual toward an RDO does not occur when an employee is on any form of leave

(including annual leave or personal leave).

24.4 RDO’s must only be taken when the equivalent time has been accrued. RDO’s will

not be taken in advance.

24.5 An employee may bank a maximum of six RDO’s with the approval of the

employee’s supervisor/manager.

24.6 An employee who is required to work on the employee’s scheduled RDO will be

given another day off instead at a time agreed between the employee and the

employee’s supervisor/manager.

25 Accrued Days Off (ADO’s)

25.1 An employee to whom this clause applies may accrue 0.4 of one hour (24 minutes)

for each eight-hour shift worked to allow the employee to take an Accrued Day Off

(ADO).

25.2 An employee may apply to take an ADO as a whole day or part of a day by

agreement with the supervisor/manager. ADO's will be approved by the

supervisor/manager subject to operational requirements. If the supervisor/manager

does not approve an accrued day off because of operational requirements, the

supervisor/manager will consult with the employee to determine a mutually

convenient alternative time (or times) for the employee to take the leave.

25.3 Accrual towards an ADO does not occur when an employee is on any form of leave

(including annual leave or personal leave).

25.4 ADO’s must only be taken when the equivalent time has been accrued. ADO’s will

not be taken in advance.

25.5 An employee may bank a maximum of six ADO’s with the approval of the

employee’s supervisor/manager.

26 Casual Employment Arrangements

Minimum Attendance

26.1 The minimum payment on each occasion when a casual employee is called for and

attends for duty will be three hours, whether or not the casual employee is required

to work for those three hours.

Rate of Pay

26.2 A person engaged as a casual employee will be paid at the same rate of

remuneration as would be applicable to an employee performing the duties and

hours of that role. In addition the casual employee will receive a loading instead of

paid leave entitlements, other than long service leave, and instead of payment for

public holidays on which the employee did not work.

26.3 The loading provided by Clause 26.2 will be twenty percent of the ordinary rate of

pay set out in Attachment A of Division 2 of this Agreement for the employee’s

classification.

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Payment for Shift Work

26.4 A casual employee is eligible to receive payment of shift penalties in accordance

with Clause 33: Payment for Shift Workers.

26.5 The loading paid under Clause 26.2 is not taken into account in the calculation of

shift work penalty payments.

Overtime

26.6 A casual employee is eligible to receive payment for overtime in accordance with

Clause 34: Overtime.

26.7 A casual employee is eligible for payment of overtime in respect of all hours worked

in excess of either seven hours 21 minutes or 7 hours thirty-six minutes, as

applicable, on any day or shift.

26.8 The loading paid under Clause 26.2 is not taken into account in the calculation of

overtime payments.

Overtime Meal Allowance

26.9 A casual employee is eligible to receive payment of overtime meal allowances in

accordance with Clause 35: Overtime Meal Allowance.

Payment for Public holidays

26.10 A casual employee is not eligible for payment in respect of public holidays, unless

the employee works on a public holiday.

26.11 Where a casual employee does work on a public holiday, the casual employee is

entitled to the appropriate shift penalties or overtime payments described in

Clauses 33.7 and 34.15.

Leave

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

27 Record Keeping

27.1 ACTION will keep records relating to the employees’ work, including records about

attendance and pay, in accordance with the requirements of the WR Act and the

Workplace Relations Regulations.

27.2 The employee will record the time of commencing and ceasing duty for each day.

These records will be provided to the supervisor/manager where the

supervisor/manager so requests.

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PART 3 PAY AND CLASSIFICATIONS

Section F - Rates of Pay

28 Pay Increases

28.1 Employees will be paid in accordance with the employee’s classification and rates

of pay set out in Attachment A of Division 2 of this Agreement.

28.2 Pay increases for all classifications set out in Attachment A of Division 2 of this

Agreement will apply as follows:

(a) four percent pay increase effective from the pay period commencing on

5 April 2007;

(b) four percent pay increase effective from the pay period commencing on

3 April 2008; and

(c) four percent pay increase effective from the pay period commencing on

2 April 2009.

28.3 A person who was an employee of ACTION on 5 April 2007, and who separated

from the ACTPS before the commencement of this Agreement, will be paid any

difference between the rate of pay under Clause 28 of this Agreement and the rate

which the former employee was paid in the same classification on separation. Any

monies paid by ACTION on separation will be adjusted in the same manner as the

rate of pay.

29 Payment of Salary

29.1 Employees will be paid fortnightly in arrears and by electronic funds transfer into a

financial institution account of the employee’s choice.

29.2 ACTION commits to paying employees the employees' ordinary fortnightly salary on

the appropriate payday. ACTION also commits to paying any shift penalties,

overtime payments and higher duties allowance within two pay periods of the

appropriate authorisation having been received by the relevant corporate area.

29.3 The ordinary fortnightly pay will be based on the following formula:

Fortnightly salary = annual rate of salary X 12

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29.4 A part-time employee will be paid pro-rata based on the employee’s agreed

ordinary hours.

29.5 An employee will, with the approval of the Chief Executive, be advanced the salary

due for any period of approved paid annual or long service leave. Advancement of

salary will be subject to payroll processing timeframes. The approval of the Chief

Executive will not be unreasonably withheld.

30 Pay Points and Increments

30.1 A person who is engaged by ACTION, or an employee 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.

30.2 However, a person who is engaged by ACTION, or an employee who is promoted

or approved to perform higher duties may be paid at a higher pay point within that

classification level.

30.3 Increments apply to both an employee's permanent and higher duties classification.

When an employee has completed twelve 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.

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30.4 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.

30.5 An employee is entitled to be paid an annual increment on and from the relevant

anniversary of the date of commencement for the employee concerned subject to

there being no action undertaken in accordance with Clause 89.16 or 89.22 of

Section P, Managing Underperformance or Clause 95.1 of Section Q, Misconduct &

Discipline of Division 1 of this Agreement

30.6 Accelerated incremental advancement may occur as follows:

(a) a person who is engaged by ACTION, or an employee who is promoted

or approved to perform higher duties may be paid at a higher pay point

within that classification level.

(b) the Chief Executive may approve the payment of additional accelerated

increments to the employee:

i. at the time annual incremental advancement is due: i.e., at the

time an employee is eligible for annual incremental advancement

(either in the substantive or higher duties position), or

ii. at any other time between periods of annual incremental

advancement,

subject to a maximum of two additional increments within the

classification range being awarded to the employee in a 12-month

period (excluding any additional increments awarded to the

employee on commencement in the position in accordance with

Clause 30.2).

(c) where an employee is awarded additional accelerated increments over

the 12-month period between the payments of annual increments in

accordance with 30.6 (b), the employee is still eligible for the payment

of an annual increment, and the date of effect of the annual increment

will remain unchanged.

30.7 In considering whether to approve accelerated advancement through increment

points, the Chief Executive will take into account such factors as:

(a) the employee’s:

i. qualifications, and

ii. relevant work and personal experience, and

iii. current salary, and

iv. ability to make an immediate contribution; and

(b) difficulties in attracting and retaining suitable employees.

31 Graduate and Cadet Programs, Traineeships, and Apprenticeships

31.1 Rates of pay for employees engaged in Graduate and Cadet Programs,

Traineeships, and Apprenticeships are set out at Attachment A of Division 2 of this

Agreement.

31.2 The parties agree it is important for ACTION to ensure that, as far as practicable,

the employment arrangements for trainees and apprentices in ACTION are fair and

attractive. The parties note that the Department of Territory and Municipal

Services, in consultation with nominated employee representatives, will review the

current employment arrangements for trainees and apprentices during the life of

this Agreement.

31.3 The parties will consult about the progress of this Review and about the possible

implications for ACTION and its employees of the outcomes of the Review.

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31.4 The parties will consult on the outcomes of this Review and the implications for

ACTION. No outcomes of the Review will be implemented within ACTION without

the agreement of the parties.

32 Higher Duties Allowance

32.1 Higher Duties Allowance (HDA) is payable to an employee who is directed to

temporarily perform the duties of a position with a higher classification.

32.2 An employee acting in a position with a maximum salary of an ASO 6 or equivalent,

or less will be paid HDA for a period of one day or more.

32.3 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 HDA for a period of five

consecutive days or more. This payment will occur from day 1, provided the total

period of higher duties is five days or more.

32.4 Where the officer on temporary transfer is to perform the full duties of the higher

position, HDA is calculated as the difference between the staff member’s current

salary and a point in the salary range of the higher position determined by the Chief

Executive in accordance with Clause 30 Pay Points and Increments.

32.5 Where the officer is performing only part of the duties of the higher position and the

higher position is at least two levels above the officer’s current substantive level,

payment of partial HDA may be agreed between the supervisor/manager and the

officer, prior to the commencement of the temporary transfer.

32.6 The rate of payment for partial HDA will be a point in the salary range(s) of the

intervening level(s). The Chief Executive’s decision on the rate of payment of

partial HDA will take into account the specified part of the duties of the higher

position that the officer is to perform.

32.7 An employee receiving HDA is entitled to normal incremental progression and any

increment gained while performing HDA is maintained upon the employee ceasing

the higher duties.

32.8 Previous HDA service will be considered in determining the appropriate salary point

for future periods of higher duties.

32.9 Where the vacancy period of Higher Duties Allowance is expected to exceed six

months the vacancy will be advertised within the ACTPS.

32.10 Periods of higher duties should not normally extend beyond twelve months. If after

twelve months the position is nominally vacant it will be advertised unless there are

exceptional circumstances.

33 Payment for Shift Workers

Payment of Shift Penalties

33.1 An employee who is a shift worker and who is rostered to perform and performs

ordinary duty on a shift, any part of which falls between the hours of 6:00 pm and

6:30 am, will be paid an additional 15% of the employee’s ordinary hourly rate of

pay, for that shift.

33.2 An employee who is a shift worker and who is required to work ordinary hours

continuously for a period exceeding four weeks on a shift falling wholly within the

hours of 6:00 pm and 8:00 am, will be paid an additional 30% of the ordinary hourly

rate of pay for that shift.

33.3 The additional payment prescribed by this clause is not to be taken into account in

the computation of overtime or in the determination of any allowance based upon

salary. Neither is the additional payment to be paid for any shift for which any

other form of penalty payment is made under this Agreement, or under the

provisions of the PSM Act or Standards under which the employee is employed.

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Payment Whilst on Annual Leave

33.4 Additional payment for shift duty, as provided by this clause, is to be made in

respect of any such duty that an employee would have performed had the

employee not been on approved annual leave.

Payment for Shift Duty on a Saturday

33.5 For all rostered time of ordinary duty performed between midnight on Friday and

midnight on Saturday by an employee to whom this clause applies, an employee

will be entitled to 150% of the employee’s ordinary hourly rate of pay.

Payment for Shift Duty on a Sunday

33.6 For all rostered time of ordinary duty performed between midnight on Saturday and

midnight on Sunday by an employee to whom this clause applies, an employee will

be entitled to 200% of the employee’s ordinary hourly rate of pay.

Payment for Shift Duty on a Public Holiday

33.7 For all rostered time of ordinary duty performed between midnight on the day

before a public holiday, as described in Clause 81, and midnight on the public

holiday, by an employee to whom this clause applies, an employee will be entitled

to 250% of the employee’s ordinary hourly rate of pay.

34 Overtime

Eligibility for Payment of Overtime

34.1 An employee may be required or requested to work reasonable additional hours for

duty at any time that the employee is required, subject to the payment for overtime

in accordance with the conditions set out in this clause, and the reasonable

additional hours provisions of Section 226 of the WR Act.

34.2 Overtime rates will be payable for duty that the employer requires an employee to

perform on any day from Monday to Friday inclusive, which is worked:

(a) in the case of a non-shift employee only, before 7.00 a.m. and/or after

7.00 p.m. (or such other span of hours as may have been agreed under

Clauses 18.6 or 19.6); or

(b) in the case of a non-shift employee only, between 7.00 a.m. and 7.00

p.m. (or such other span of hours as may have been agreed under

Clauses 18.6, or 19.6) but beyond the employee’s ordinary daily hours,

and which is not worked under the flextime provisions at Clause 22; or

(c) in the case of a shift worker only, beyond the employee’s ordinary

hours of work, and which is not worked under the provisions of Clause

24 Rostered Day Off or Clause 25 Accrued Days Off.

34.3 Overtime rates are payable for all duty that the employer requires an employee to

perform on a Saturday, Sunday or Public Holiday that is in addition to the

employee’s ordinary weekly hours of work.

34.4 Clauses 34.1 to 34.3 apply to employees up to and equivalent to the top

incremental point of the AS06 or equivalent

34.5 Except with the approval of the Chief Executive, an employee who occupies a

position with a classification having an annual salary of a Senior Officer Grade C (or

equivalent) or higher is not eligible to receive payment under this clause.

34.6 Overtime approved under Clause 34.5 for Senior Officers will be calculated at the

maximum hourly overtime rate for an ASO6 for any senior officer, or other

employee whose substantive salary exceeds the highest salary point of an ASO6.

At the request of the employee, hours worked outside normal working hours may

be taken as time in lieu on an hour for hour basis.

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Minimum Attendance for Overtime

34.7 Where an employee is required to perform overtime duty that is not continuous with

ordinary duty the minimum period of overtime payable for each separate overtime

attendance is four hours.

34.8 For the purposes of Clause 34.7 meal periods do not break continuity of duty.

34.9 Where an overtime attendance that is not continuous with ordinary duty involves

duty both before and after midnight and a higher overtime rate applies on one of the

days covered by the overtime attendance, the minimum payment will be calculated

at the higher rate.

34.10 Where an employee on a restricted or close restricted situation as provided for in

Clause 38 or Clause 39 the minimum payment for overtime will be three hours or

one hour in accordance with Clauses 38.6 or 39.8, or 38.10 or 39.12 respectively.

Payment of Overtime

34.11 For the purposes of calculating overtime payments, each day or shift will stand-

alone.

34.12 An employee’s annual salary, for the purpose of calculating the overtime payment,

will include higher duties allowance and/or any allowance that is for all purposes.

34.13 Overtime payment rates for overtime worked on any day from Monday to Saturday

inclusive, are:

Time and a Half

Annual Salary X 12 X 3 X 1

313 2 76

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

Double Time

Annual Salary X 12 X 2 X 1

313 1 76

For any further overtime worked on that day/shift.

Sunday Rate of Payment

34.14 An employee who works overtime on a Sunday will be paid a rate of 200% of the

employee’s ordinary hourly rate for all time worked.

Public Holiday Rate of Payment

34.15 An employee who works overtime on a public holiday or on a substituted public

holiday as defined in Clause 81 of this Agreement will be paid a rate of 250% of the

employee’s ordinary hourly rate for all time worked.

Alternatives to Payment of Overtime

34.16 Where agreed between the manager/supervisor and the employee, the employee

will be granted time off instead of overtime.

35 Overtime Meal Allowance

Eligibility for Meal Allowance

35.1 An employee who works overtime is entitled to payment of overtime meal

allowance where the overtime is worked:

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(a) after the end of ordinary duty for the day, to the completion of or

beyond a meal period, and any subsequent meal period, without a

break for a meal; or

(b) after the completion of the employee's ordinary hours of duty for the

day, and after a break for a meal which occurs after that completion

and where the employee is not entitled to payment for that break; or

(c) before the commencement of ordinary hours of duty, and before a

break for a meal which occurs after that completion and where the

employee is not entitled to payment for that break; or

(d) on a Saturday, Sunday or public holiday, in addition to the employee's

normal weekly hours of duty, extending beyond a meal break and

where the employee is not entitled to payment for that break.

Meal Periods

35.2 For the purposes of 35.1 a meal period will mean the following periods:

(a) 7.00 a.m. to 9.00 a.m.;

(b) 12 noon to 2.00 p.m.;

(c) 6.00 p.m. to 7.00 p.m.; and

(d) midnight to 1.00 a.m.

Rate of Payment for Meal Allowance

35.3 The rate of payment of overtime meal allowance will be $20.60 and will be in

addition to payment of overtime.

35.4 The rate described in Clause 35.3 will be varied annually by advice from ACT Chief

Minister’s Department.

35.5 Where a three-course meal is obtainable by the employee at a canteen, cafeteria or

dining room conducted, controlled, or assisted by ACTION, the amount of meal

allowance will be the maximum amount for which a three-course meal is obtainable

at the canteen, cafeteria or dining room. The rate payable under this clause is in

substitution for the rate at 35.3.

36 Rest Relief after Overtime

36.1 In this clause employee refers to employees other than casual employees.

36.2 Unless the Chief Executive directs an employee to report for duty earlier, the

employee must have a continuous period of eight hours off duty between ceasing

overtime duty following normal duty one day, and commencing normal daily hours

of work the following day.

36.3 An employee is entitled to be absent from duty, without loss of salary, until the

employee has been off duty for a continuous period of eight hours. For this

purpose, an employee is considered to be on duty while travelling to and from the

workplace.

36.4 If an employee is required by the Chief Executive to return to duty without having

had eight consecutive hours off duty, plus reasonable travelling time, the employee

must:

(a) be paid at 200% of the ordinary hourly rate of pay until the employee is

released from duty for that period; and

(b) the employee will then be entitled to be absent until the employee has

had eight consecutive hours off duty plus reasonable travelling time,

without loss of pay for any ordinary working time occurring during that

absence.

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36.5 The provisions of Clauses 36.1 to 36.4 do not apply to overtime worked in the

circumstances covered by Clause 41 Emergency Duty unless the actual time

worked (excluding travelling time) is at least three hours on each call.

37 Payment for Public holiday Duty

37.1 An employee who is not a shift worker and who works on a public holiday for a

period that is:

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

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

(c) not in excess of the employee’s ordinary daily hours.

will be entitled to an additional payment of 150% of the employee’s ordinary hourly

rate of pay.

38 On-Call Allowances

38.1 Where an employee is required or directed, prior to ceasing duty, by the employee's

supervisor/manager to be contactable and available to be recalled to duty within a

reasonable time outside the employee’s ordinary hours of duty (a restricted

situation), the employee will be entitled to be paid an on-call allowance of:

(a) ten percent of the employee’s hourly rate of pay for each hour

restricted Monday to Friday;

(b) fifteen percent of the employee’s hourly rate of pay for each hour

restricted on Saturday and Sunday;

(c) twenty percent of the employee’s hourly rate of pay for each hour

restricted on public holidays and rostered days off.

38.2 An employee’s salary for the purpose of calculation of payment under this clause

will include higher duties allowance and other allowances in the nature of salary.

38.3 Employees at the ASO 6 (or equivalent) classification and below will be eligible for

payment of the on-call allowance. However, the Chief Executive may approve

payment of the on-call allowance to employees above this level in exceptional

circumstances.

38.4 Where approval has been made for payment under Clause 38.3 to an employee

above the ASO6 (or equivalent) classification, the hourly rate of pay will be the

maximum of the ASO6 (or equivalent) classification.

38.5 The on-call allowance is not payable for any period that the employee does not hold

himself or herself at the required degree of readiness to be recalled to duty.

38.6 Where an employee who has been in a restricted situation is recalled to duty at an

ACTION place of work, , the employee will be paid at the applicable overtime rates,

subject to a minimum payment of three hours overtime being made to the

employee.

38.7 The provisions of Clause 41 Emergency Duty will not apply where an employee is

recalled to duty while on on-call.

38.8 The on-call allowance is not payable for any period of time where overtime

payments are made. Therefore, if the employee performs a period of duty for which

overtime is payable, the on-call allowance is not paid for a period equal to the

overtime period.

38.9 “Recalled to duty at an ACTION place of work” means a recall to perform duty at

any designated place of work and is not limited to a recall to perform at the

employee’s usual place of work. For example, a tradesperson may have a usual

place of work, but while the tradesperson is restricted the tradesperson might be

recalled to perform duty at a number of different places of work.

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38.10 Where an employee who has been in a restricted situation is recalled for duty, but

is not required to be recalled to an ACTIONplace of work (for example, where an

employee is able to access computer systems at home via remote access), the

employee will be paid at the applicable overtime rates, subject to a minimum

payment of one hour overtime being made to the employee.

38.11 If a recall to duty attracts a minimum overtime payment, subsequent recalls will

attract a further minimum overtime payment(s) only if the employee commences

after the minimum payment period has elapsed. For the purposes of this Clause,

the minimum payment period is either three hours or one hour, as set out in

Clauses 38.6 and 38.10, from the commencement of the recall to duty that attracts

the overtime payment.

39 Close Call Allowance

39.1 Where an employee is required or directed, prior to ceasing duty, by the employee's

supervisor to be contactable and available for immediate recall to duty outside the

employee’s ordinary hours of duty (a close restricted situation), the employee will

be entitled to be paid a close call allowance of:

(a) twenty percent of the employee’s hourly rate of salary for each hour

restricted Monday to Friday;

(b) thirty percent of the employee’s hourly rate of salary for each hour

restricted on Saturday and Sunday;

(c) forty percent of the employee’s hourly rate of salary for each hour

restricted on public holidays and rostered days off.

39.2 An employee restricted to close call must:

(a) remain within a radius of thirty minutes vehicle travelling time from the

work site; and

(b) commence the return to work journey immediately on being recalled,

being within five minutes from time of recall.

39.3 The Chief Executive may, in special circumstances, allow an employee who cannot

meet these requirements to be deemed to be on close call if the employee is able

to return to the worksite within forty-five minutes from the time of recall.

39.4 An employee’s salary for the purpose of calculation of payment under this clause

will include higher duties allowance and other allowances in the nature of salary.

39.5 Employees at the ASO 6 range (or equivalent) and below will be eligible for

payment of the close call allowance. However, the Chief Executive may approve

payment of the close call allowance to employees above this level in exceptional

circumstances.

39.6 Where approval has been made for payment under Clause 39.5 to an employee

above the ASO6 (or equivalent) classification, the hourly rate of salary will be the

maximum of the ASO6 (or equivalent) classification.

39.7 The on-call allowance is not payable for any period that the employee does not hold

himself or herself at the required degree of readiness to be recalled to duty.

39.8 Where an employee who has been in a close restricted situation is recalled to duty

at ACTION's place of work, the employee will be paid at the applicable overtime

rates, subject to a minimum payment of three hours overtime being made to the

employee.

39.9 The provisions of Clause 41 Emergency Duty will not apply where an employee is

recalled to duty while on on-call.

39.10 The on-call allowance is not payable for any period of time where overtime

payments are made. Therefore, if the employee performs a period of duty for which

overtime is payable, the on-call allowance is not paid for a period equal to the

overtime period.

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39.11 “Recalled to duty at ACTION’s place of work” means a recall to perform duty at any

designated place of work and is not limited to a recall to perform at the employee’s

usual place of work. For example, a tradesperson may have a usual place of work,

but while the tradesperson is restricted the tradesperson might be recalled to

perform duty at a number of different places of work.

39.12 Where an employee who has been in a close restricted situation is recalled for duty,

but is not required to be recalled to an ACTION place of work (for example, where

an employee is able to access computer systems at home via remote access), the

employee will be paid at the applicable overtime rates, subject to a minimum

payment of one hour being made to the employee.

39.13 If a recall to duty attracts a minimum overtime payment, subsequent recalls will

attract a further minimum overtime payment(s) only if the employee commences

after the minimum payment period has elapsed. For the purposes of this clause,

the minimum payment period is either three hours or one hour, as set out in

Clauses 39.8 and 39.12, from the commencement of the recall to duty that attracts

the overtime payment.

40 Rest Relief for Restricted or Close Restricted Situations

40.1 Where an employee in a restricted or close restricted situation under Clause 38 or

Clause 39 is recalled to duty, the employee must, other than in exceptional

circumstances, be given a genuine opportunity for having eight continuous hours

sleep in the 24 hour period where there is a recall to duty.

40.2 In addition to the eight hours rest relief, the employee must be allowed reasonable

time to travel to and from the employee’s place of work.

40.3 In exceptional circumstances, if an employee is required by ACTION to resume or

continue ordinary work time without having the rest relief as set out in Clause 40.1,

plus reasonable travelling time, the employee must:

(a) be paid at 200% of the employee’s ordinary hourly rate of pay until the

employee is released from duty for that period; and

(b) the employee will then be entitled to be absent until the employee has

had eight consecutive hours off duty plus reasonable travelling time,

without loss of pay for any ordinary working time occurring during that

absence.

40.4 The parties acknowledge the need for appropriate roster management processes to

enable the effective implementation of Clause 40.1.

41 Emergency Duty

41.1 Where an employee is called on duty to meet an emergency at a time when the

employee would not ordinarily have been on duty, and no notice of such call was

given to the employee prior to ceasing ordinary duty, the employee will be paid for

such emergency duty at the rate of double time.

41.2 The time for which payment will be made under this clause will include time

necessarily spent in travelling to and from duty.

41.3 The minimum payment under this clause will be two hours.

41.4 The rate of payment for emergency duty will be 200% of the employee’s ordinary

hourly rate of pay.

41.5 This clause does not apply to employees whose duty for the day is varied by

alteration of the commencement of the scheduled shift to meet an emergency.

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Section G - Pay Related Matters

42 Flexible Remuneration Packaging

42.1 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.

42.2 The employee will meet all costs incurred as a result of remuneration packaging

under these provisions.

42.3 The employee's salary for superannuation purposes and severance and termination

payments will be the gross salary that the employee would receive if the employee

were not taking part in flexible remuneration packaging.

42.4 Changes to flexible remuneration packaging arrangements, including taxation

changes, will not be a cause for further claims against ACTION.

42.5 ACTION will continue to provide appropriate information to employees concerning

flexible remuneration packaging.

43 Special Employment Arrangements

43.1 The parties recognise that in some special circumstances it may be necessary for

ACTION to determine that an employee or group of employees who are bound by

this Agreement and who occupy certain positions should have special employment

arrangements that may differ from some of the terms and conditions under this

Agreement as specified in Annex A to this Agreement.

43.2 The parties have agreed on a Framework under which Special Employment

Arrangements may apply in ACTION during the life of this Agreement, which is set

out in Annex A to this Agreement.

44 Classification/Work Value Review

44.1 An employee, or a group of employees, or the employee representatives, may

present a case to request ACTION to undertake a classification/work value review

of a position or group of positions.

44.2 Where ACTION agrees to such a request it will undertake the review in consultation

with the employee(s) and the employee representatives.

44.3 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.

44.4 Any classification/work value review will take into account market and other

relevant comparators, including comparators that are considered pertinent to the

skills, competencies and general responsibilities required of the position(s).

44.5 These provisions do not affect the right of ACTION to undertake a

Classification/work value review at its own initiative.

45 Supported Wage System

45.1 Employees who are assessed as eligible to receive a supported wage under

Clause 45.2 are to be paid the percentage of salary that corresponds to the

employee’s assessed productive capacity and the class of work which the person is

performing, provided that the minimum amount payable is not to be less than 10%

of the second adult point of the ASO 1 salary range per week.

45.2 Assessment of productive capacity will be by a representative of ACTION and a

representative nominated by the employee or an accredited assessor, in

consultation with the employee. The assessment will be recorded in an

assessment instrument. ACTION will lodge agreed assessment instruments with

the Industrial Registrar. Reviews of assessment of an employee's productive

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capacity will be conducted annually or earlier on reasonable request consistent with

the supported wage system.

46 Salary Overpayments

46.1 A salary overpayment is any payment in respect of salary, allowance or leave,

whether the overpayment is by accident or otherwise, to which the employee is not

entitled.

46.2 In the event that an employee has received a salary overpayment, ACTION will

recover the overpayment in accordance with this clause.

46.3 Where a salary overpayment has occurred, ACTION will advise the employee in

writing, as soon as practicable, of the:

(a) pay period(s) in which the overpayment occurred; and

(b) nature of the overpayment; and

(c) gross and net components of the overpayment; and

(d) process for recovery of the overpayment; and

(e) proposed recovery rate.

46.4 ACTION and the employee will agree on a reasonable recovery rate having regard

for all of the circumstances prior to any recovery being made. Where agreement

cannot be reached Clause 46.6 will apply.

46.5 Any such agreement may include recovery of the salary overpayment by ACTION:

(a) as a lump sum; or

(b) by payroll deduction from salary

46.6 Where ACTION and the employee cannot agree a reasonable recovery rate, the

overpayment will be recovered at the rate of up to 10% of the employee’s gross

fortnightly salary, or such other rate determined by the relevant Chief Executive

having regard for all of the circumstances.

46.7 Despite Clauses 46.4 and 46.6, the recovery period will not usually exceed 26 pay

periods.

46.8 Any outstanding money owing to ACTION when an employee ceases employment

is to be recovered by deduction from any final entitlements payable to the

employee. If a debt still exists further debt recovery action is to be taken by

ACTION unless the relevant Chief Executive:

(a) directs the recovery be waived, in part or in full, based on evidence

provided by the employee of exceptional circumstance or that such

recovery would cause undue hardship; or

(b) determines that an overpayment is not recoverable.

46.9 Where the relevant Chief Executive determines that an overpayment is not

recoverable, the provisions of the relevant Chief Executive Financial Instructions,

relating to the waiver and write off of monies, will apply

47 Salary Underpayments

47.1 Where ACTION agrees that an employee has been underpaid on the employee’s

base rate of salary, and the employee requests, an offline payment for the amount

owing will be made to the employee within three working days of ACTION receiving

the request.

47.2 Where a shift penalty, overtime payment or higher duties allowance is not made

within two pay periods of the appropriate authorisation having been received by the

relevant corporate area, and the employee requests, an offline payment for the

amount owing will be made to the employee within three working days of ACTION

receiving the request.

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Section H - Allowances

48 Operation of Allowances

48.1 Expense, disability and skill related allowances provided for in this Agreement are

set out in Annex C of Division 1 of this Agreement.

48.2 Subject to Clause 48.3, the rates for all allowances provided for in this Agreement

will be adjusted by the rate of increases in pay in accordance with Clause 28.2.

48.3 The rates for Motor Vehicle Allowance and the Overtime Meal Allowance will be

adjusted annually in accordance with advice from Chief Minister’s Department.

48.4 Part-time and casual employees who satisfy the requirements for payment of an

expense-related allowance will receive the full amount of allowance or payment

prescribed in Annex C of Division 1 of this Agreement.

48.5 Part-time and casual employees who satisfy the requirements for payment of a

disability or a skill related allowance under this Agreement will receive the

allowance on a proportional basis.

48.6 Allowances payable to casual employees under this Agreement are not subject to

the loading prescribed in Clause 26.

Section I - Relocation Support

49 Relocation Subsidy Reimbursement

49.1 The principle behind the relocation subsidy is to provide assistance to employees

recruited from interstate or overseas with the reasonable costs of relocation.

49.2 The Chief Executive may approve a relocation subsidy payment to a prospective

employee of such an amount up to a pre-determined ceiling as the Chief Executive

considers is reasonable in the prospective employee’s circumstances. The relevant

pre-determined ceiling is $12,000 for singles, increased by $2,000 for each

dependant (maximum of six dependants). Reimbursement above six dependents

will increase by $1,750 for each additional dependant.

49.3 ACTION will inform the prospective employee of the predetermined ceiling prior to

the prospective employee’s relocation.

49.4 The relocation payment is to be fully supported by receipts.

49.5 For the purposes of this clause, dependant does not require actual financial

dependency and includes members of the prospective employee’s immediate

household including a domestic partner, parent, parent of domestic partner, brother,

sister, guardian, foster parent, step-parent, step-brother, half-brother, step-sister,

half-sister, child, foster child or step child residing with the employee at the time the

offer is made.

49.6 The Chief Executive may approve payment in excess of the approved amount or

ceiling in exceptional circumstances.

49.7 In the event that the employee terminates the employee’s employment with

ACTION within eighteen months of the date of appointment and does not

commence employment with another ACTPS Agency within one month, the

employee may be required by the Chief Executive to repay:

(a) in the case the employee terminates employment within twelve months

from the date of appointment – 100% of the relocation payment; or

(b) in the case the employee terminates employment more than twelve

months and less than eighteen months from the date of appointment –

50% of the relocation payment

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Section J - Productivity Measures

50 ACTPS Classification Review And Single Salary Spine

50.1 The parties note that the Chief Minister’s Department will undertake a review of the

current classification structure in the ACTPS, including in ACTION. This will be

undertaken in consultation with nominated employee representatives.

50.2 The review will be completed by July 2009.

50.3 The review will involve:

(a) development and finalisation of work level standards and related

descriptors for all current ACTPS classifications and their inclusion in

legislation.

(b) consideration of moving to a single salary spine for ACTPS

classifications, based on an assessment and comparison of the

relevant competency profiles and assessment and comparison of the

respective work value of the classifications.

(c) development of a staggered implementation process and related

transitional arrangements.

(d) the inclusion of mandatory qualifications will be addressed as part of

this Review.

(e) the new competency profiles to be used as a base starting point for

purposes of establishing new classification levels.

(f) assessment of the financial implications of adopting a single salary

spine.

(g) no employee will be disadvantaged by this process. Existing increment

dates will be retained for all current employees.

50.4 The parties will consult on the outcomes of this Review and the implications for

ACTION. With the exception of changes required to the PSM Act or Standards, no

outcomes will be implemented within ACTION without the agreement of the parties.

51 Reducing Workers Compensation Premiums

51.1 The Agency, in consultation with employees and the Agency Consultative

Committee, will seek to reduce the incidence of psychological injury amongst its

employees by:

(a) developing and implementing systems for identifying, assessing and

recording the risk and incidence of psychological injury in the

workplace.

(b) developing and implementing Harassment and Bullying management

policies and processes, and ensuring employees are aware of these

policies and processes including mechanisms available to employees

to seek remedy of such occurrences.

(c) developing and implementing strategies that address the causes of

psychological injury in the workplace.

(d) providing early intervention support and assistance aimed at safe and

sustainable return to work of injured employees.

(e) providing rehabilitation and return to work assistance in partnership

with the employee, preferably before a workers’ compensation claim

has been lodged.

(f) monitoring and reviewing the implementation and effectiveness of (c),

(d), and (e).

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51.2 ACTION will report to the Chief Minister’s Department on progress in implementing

the above measures within two years of commencement of the Agreement.

52 Reducing Absenteeism

52.1 The Agency, in consultation with the Agency Consultative Committee, will examine

and develop strategies to reduce the current levels of absenteeism in the Agency.

The review will involve:

(a) ensuring that there is a suitable database available to

manager/supervisors in the Agency concerning the taking of leave and

the levels of absenteeism

(b) identifying measures to reduce absenteeism and unauthorised

absences.

(c) developing appropriate arrangements for support and counselling

employees to resolve issues contributing to absenteeism

(d) developing processes for dealing effectively with poor individual

attendance performance.

52.2 The review will be completed within eighteen months of the commencement of this

Agreement.

53 Allowances – Rationalisation

53.1 The parties note that the Chief Minister’s Department will undertake a review of

current allowances in the ACTPS, including allowances provided for in this

Agreement. The principal objective of this review is the simplification, consolidation

and rationalisation of these allowances. This will be undertaken in consultation with

nominated employee representatives.

53.2 The review will be completed by December 2008.

53.3 The parties will consult about the progress of this review and about the possible

implications for ACTION and its employees of the outcomes of the review.

53.4 The parties will consult on the outcomes of this review and the implications for

ACTION. No outcomes will be implemented within ACTION without the agreement

of the parties.

54 Reduced Annual Leave Liability

54.1 The parties recognise that it is important to the health and wellbeing of employees

in ACTION that employees should be encouraged to use the annual leave

entitlements provided for under this Agreement on a regular basis. This will involve

effective planning and management of leave by managers/supervisors including in

situations where employees change the employees’ ordinary hours of work.

54.2 The parties also recognise that it is in the interests of both employees and ACTION

that ACTION is able to reduce the levels of leave liability it currently has.

54.3 The parties note that this Agreement contains provisions that are intended to assist

in meeting these objectives.

54.4 ACTION will monitor the implementation of these provisions and will consult with

the relevant Workplace Steering Committees on the outcomes.

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PART 4 WORK-LIFE BALANCE

Section K - Recognition of Work and Life Responsibilities

55 Introduction to Work-Life Balance

55.1 The ACT Government is committed to the concept of work and life balance and

recognises the importance of employees balancing work and personal life.

55.2 The parties acknowledged that all employees have commitments outside the

workplace. These commitments may relate to family, to the community and to

general health and wellbeing. Given the diverse nature of the workforce in the ACT

Public Service, the parties recognise that employees have different needs at

different times.

55.3 ACTION recognises the need to provide sufficient support and flexibility at the

workplace to assist employees in achieving work and life balance. While family

friendly initiatives are important aspects of work and life balance, it is also important

that all employees, at all stages in the employees’ working lives, are supported in

this manner.

55.4 ACTION is committed to providing employees with a work/life balance that

recognizes the family and other personal commitments of employees. In keeping

with that commitment, this Agreement contains measures and entitlements to

achieve that balance.

55.5 The manager/supervisor will only deny an employee’s request for leave or variation

to workplace arrangements provided under this Agreement where there are

operational reasons for doing so. Where a request is not approved the

manager/supervisor will, if so requested in writing by the employee, provide the

reasons for that decision to the employee in writing. Where a request is not

approved the manager/supervisor will consult with the employee to determine

mutually convenient alternative arrangements.

56 Employees with Caring Responsibilities

56.1 Carers are employees who provide, in addition to the employees’ normal family

responsibilities, care and support on a regular basis to other family members or

other persons who are sick or ageing, have an injury, have a physical or mental

illness, or a disability.

56.2 Family members may include children, brothers or sisters, domestic partner,

parents, grandparents and close relatives. In some cases, employees may be

responsible for providing care to a neighbour or a friend who has no one to assist

with day-to-day care.

56.3 ACTION recognises that carer responsibilities vary considerably, depending on the

level of care and assistance required and may be suddenly imposed, or may

increase gradually. ACTION also recognises that, generally, employees are able to

provide care and assistance outside normal working hours. However, there are

times that employees are required to provide more support or assistance because

of illness, injury or disability.

56.4 To assist employees in balancing work and carer responsibilities flexible working

and leave arrangements are provided in this Agreement. Examples of these

flexible working and leave arrangements include, but are not limited to:

(a) flexible starting and finishing times;

(b) ability to take a few hours off work, and make it up later;

(c) access to breast feeding facilities;

(d) access to personal leave for caring purposes for members of

immediate family or household;

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(e) home based work on a short or long term basis;

(f) part-time work;

(g) job sharing;

(h) purchased leave;

(i) annual leave;

(j) long service leave;

(k) leave without pay; and

(l) leave not provided for elsewhere.

56.5 Access to the leave entitlements listed in Clause 56.4 is as provided for in this

Agreement and or the PSM Act and Standards.

57 Mature Age Employment Strategy

57.1 The parties acknowledge the importance of a diverse workforce in ACTION,

including the continuing participation, where mutually convenient, of mature age

employees.

57.2 The parties will consult to develop strategies and initiatives that may assist the

successful recruitment and retention of mature age employees in ACTION.

57.3 The parties recognise that such strategies and initiatives may need to apply

differently to meet the particular circumstances of the employee, and so will be the

subject of discussion and agreement between the employee and the relevant

manager/supervisor.

57.4 These strategies and initiatives may include:

(a) developing flexible working arrangements, such as variable

employment, part-year employment, job sharing and purchased leave;

(b) planning phased retirement arrangements for individual mature age

employees who are considering retirement within four to five years,

including through reducing the employee’s management or higher level

responsibilities during a phased retirement period;

(c) examining the implications of current superannuation legislation for

using such flexible employment and working arrangements and

informing affected employees how such implications may be

addressed;

(d) arranging training to assist the employee in any changing roles the

employee may have as part of the employee’s phased retirement;

(e) developing arrangements to facilitate the return of former mature age

employees, including by engaging such persons in ACTION for a short

period in a mentoring capacity;

(f) at the discretion of the Chief Executive, contributing to the cost to an

employee of financial advice received as part of planning for a phased

retirement period,

58 Volunteering

58.1 The parties recognise the community partnerships between ACT Government

agencies and volunteers and the valuable contribution to the ACT community that

volunteers make.

58.2 Accordingly, ACTION will support employees who take part in volunteering

activities where the employees choose to do so.

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59 Management of Excessive Hours

59.1 The parties to this Agreement recognise the importance of employees balancing

work and personal life. The appropriate balance is a critical element in developing

and maintaining healthy and productive workplaces. While it is acknowledged that

peak workload periods may necessitate some extra hours being worked by some

employees, this should be regarded as the exception rather than the rule.

59.2 Managers, supervisors and employees have a responsibility to minimise the extent

to which excessive hours are worked. In the circumstances where work pressures

result in the employee being required to work, or is likely to work, excessive hours

over a significant period, the manager, supervisor and employee together must

review workloads and priorities and determine appropriate strategies to address the

situation. In doing so, the manager or supervisor will consider and implement one

or more of the following strategies to reduce the amount of excessive hours being

accumulated:

(a) review of workloads and priorities;

(b) re-allocation of resources;

(c) consideration of appropriate arrangements for time off in lieu or other

recompense;

(d) review staffing levels and/or classifications within the work group.

59.3 ACTION will consult with Workplace Steering Committees about the development

and implementation of appropriate strategies to deal with issues associated with

both paid and unpaid overtime.

Section L - Flexible Working Arrangements

60 Regular Part Time Employment

Conversion to part-time Employment

60.1 A person may be employed in any classification as a permanent part-time officer for

an agreed number of regular hours per week that is less than the ordinary weekly

hours specified in this Agreement for that relevant classification over a four-week

period.

60.2 Proposals for part-time employment may be initiated by ACTION for operational

reasons or by an officer for personal reasons.

60.3 Where an officer initiates a proposal the Chief Executive will have regard to the

personal reasons put by the officer in support of the proposal and to ACTION’s

operational requirements.

60.4 The Chief Executive will obtain the written agreement of a full-time officer before

the officer converts to part-time.

60.5 No pressure will be exerted on full-time officers to convert to part-time employment

or to transfer to another position to make way for part-time employment.

60.6 The pattern of hours and days and commencement and cessation times for part-

time work will be agreed between the employee and the employee’s

manager/supervisor and recorded in writing.

Variation to Part-Time Hours

60.7 Proposals to vary a part-time employment arrangement may be initiated by an

Agency for operational reasons or by an officer for personal reasons.

60.8 Where an officer initiates a proposal the Chief Executive will, have regard to the

personal reasons put by the officer in support of the proposal and to ACTION’s

operational requirements.

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60.9 The Chief Executive will obtain the written agreement of the officer before the

officer’s hours are varied.

60.10 No pressure will be exerted on a full-time officer to vary the officer’s part-time

employment or to transfer to another position to make way for part-time

employment.

60.11 The pattern of hours and days and commencement and cessation times for part-

time work will be agreed between the employee and the employee’s

manager/supervisor and recorded in writing.

61 Job Sharing

61.1 In this clause employee refers to employees other than casual employees.

61.2 Job sharing arrangements may be introduced by agreement between ACTION and

the employee involved, subject to operational requirements. Employees working

under job sharing arrangements share one full-time job and will be considered to be

part-time with each working part-time on a regular, continuing basis.

61.3 A full-time employee must request in writing permission to work in a job sharing

arrangement. ACTION will agree to reasonable requests for regular job sharing

arrangements, subject to operational requirements.

61.4 The pattern of hours for the job sharing arrangement will be agreed between the

employee and ACTION. However, any single attendance at the office-based

worksite will be for not less than three consecutive hours.

61.5 The employee who is in a job sharing arrangement and who was previously

working full-time may revert to full-time employment before the expiry of the agreed

period of job sharing if all parties to the arrangement agree.

61.6 In the event that either employee ceases to participate in the job sharing

arrangement, the arrangement will terminate.

62 Permanent Part-Time Employment Following Leave under Clauses 76, 77, or 79

62.1 Subject to this clause, the Chief Executive will approve an application by an officer

employed on a full-time basis who returns to work after leave following the birth or

adoption of a child, to work on a part-time basis for a period of up to three years

from the birth or adoption of the child.

62.2 An application by an officer to access to part-time work under this clause will only

be approved where the officer agrees, where necessary, to be placed on ACTION’s

unattached list.

62.3 The maximum aggregate period of part-time employment that may be approved for

an officer under Clause 62.1 is seven years.

62.4 Either the officer who accesses paid Primary Care Giver Leave under Clause 77 or

the mother who is entitled to and accesses paid maternity leave under Clause 76

will be entitled to access permanent part-time employment as provided in Clause

62.1.

63 Home Based Work

63.1 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.

63.2 Home-based work, on a regular basis, is a voluntary arrangement that requires the

agreement of both ACTION and the employee. The Chief Executive will consider

requests by employees for Home-based work, having regard to operational

requirements and the suitability of the work.

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63.3 In determining appropriate home based work arrangements, the Chief Executive

and employees will consider a range of matters, including:

(a) appropriate and effective communication with office based employees;

(b) the need to ensure adequate interaction with colleagues;

(c) the nature of the job and operational requirements;

(d) privacy and security considerations;

(e) health and safety considerations;

(f) the effect on clients; and

(g) adequate performance monitoring arrangements.

63.4 Home based work arrangements may be terminated by the Chief Executive on the

basis of operational requirements, inefficiency of the arrangements, or failure of the

employee to comply with the arrangements.

63.5 An employee may terminate home-based work arrangements at any time by giving

reasonable notice to the Chief Executive.

63.6 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

supervisor/manager.

63.7 ACTION will provide home computing facilities where an employee and the

employee’s supervisor/manager agree there is a need for such facilities. Provision

of equipment by ACTION will be subject to occupational health and safety

requirements and to an assessment of technical needs by the supervisor/manager.

Section M - Employee Support

64 Employee Assistance Program

64.1 As a benefit to employees, ACTION will provide employees and employees’

immediate families with access to an independent, confidential and professional

counselling service at no cost to the employee.

65 Scheduling of Meetings

65.1 To assist employees to meet the employees’ personal responsibilities, where

possible, all meetings in ACTION are to be scheduled at times that take into

account those responsibilities.

66 Vacation Childcare Program

66.1 This clause applies to an employee (other than a casual employee or a temporary

employee who has been engaged by ACTION for a period of less than twelve

months) with school age children who makes an application for annual leave,

purchased leave or long service leave during school holidays that is rejected. In

these circumstances ACTION will make payment to the employee for each

calendar year based on:

(a) forty dollars per day towards the cost of each school child enrolled in

an accredited school holiday program;

(b) up to a maximum of $200 per child per five days;

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

(d) up to a maximum of three children;

(e) reimbursement on production of a receipt.

An accredited school holiday program is a program approved and/or subsidised by

a State, Territory or Local Government.

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

66.3 The payment will be made regardless of the length of time the child is in the

program each day, but it cannot exceed the actual cost incurred.

66.4 An employee whose domestic partner receives a similar benefit from the

employee’s employer is not eligible for the payment.

67 Family Care Costs

67.1 Where an employee is directed to work outside the employee’s regular pattern of

work, the Chief Executive will authorise reimbursement to the employee by receipt

for some or all of the costs of additional family care arrangements.

68 Nursing Mothers

68.1 Employees who are breastfeeding will be provided with the facilities and support

necessary to enable such employees to combine a continuation of such

breastfeeding with the employee’s employment.

68.2 Where practicable ACTION will establish and maintain a room for nursing mothers.

Where there is no room available another appropriate space may be used.

68.3 Up to one hour, per day/shift, paid lactation breaks will be available for nursing

mothers.

Section N - Leave

69 Leave Below One Day

69.1 Employees with access to flextime will use flextime for all absences of less than

one day wherever practicable; however personal leave may still be accessed for

these absences.

70 Personal Leave

Personal Leave: General

70.1 Personal leave combines:

(a) absence due to personal illness or injury (sick leave);

(b) absence where an employee is required to care for a member of the

employee’s immediate family or household who is sick (carer's leave);

and

(c) leave in special circumstances

70.2 The entitlements and eligibility requirements for personal leave that are provided in

the PSM Management Standards will continue to apply except where varied under

this clause.

70.3 The provisions for war service sick leave, as set out in the PSM Standards, will

continue to apply.

Personal Leave: Entitlement

Officers and Long Term Temporary Employees

70.4 An officer or a long-term temporary employee will receive 3.6 weeks of personal

leave on commencement with ACTION. Subject to Clause 70.14, an additional

credit of 3.6 weeks personal leave will be made on the anniversary of the

employee’s commencement during each year of service.

70.5 A part-time officer or a part time long term temporary employee will receive

personal leave on a pro rata basis based on the employee’s prescribed weekly

hours of duty on the employee’s accrual date.

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70.6 On appointment under the PSM Act, officers will have any personal leave credit

with an organisation that is recognised for prior service purposes, added to the

employee’s personal leave credit. In order to be recognised for personal leave

purposes, the previous service must have terminated no more than two months

prior to the appointment. On the officer’s normal accrual date, the officer will then

receive personal leave in accordance with Clause 70.4.

Short Term Temporary Employees

70.7 A short-term temporary employee will receive one week of personal leave after four

weeks continuous service and 0.2 weeks of personal leave for each subsequent

four weeks of continuous service up to a maximum of two weeks in the employee’s

first twelve months of service.

70.8 After twelve months continuous service short-term temporary employees will

receive 5.2 weeks of personal leave with pay. For every subsequent twelve months

of service short-term temporary employees will receive personal leave in

accordance with 70.4.

70.9 A short term temporary employee appointed prior to completing twelve months

service will receive a personal leave credit of 3.6 weeks less any leave with pay

granted under Clause 70.7. For subsequent accruals short-term temporary

employee will receive personal leave on the same basis as an officer on the

anniversary of the commencement of the officer’s employment.

Casual Employees

70.10 A casual employee will receive the loading set out in Clause 26.3 instead of

personal leave.

Employees on Compensation

70.11 An employee in receipt of compensation for more than forty-five weeks will accrue

personal leave on the basis of hours actually worked.

Personal Leave: Accrual

70.12 Personal leave is cumulative.

70.13 If an employee changes ordinary weekly hours of duty, the employee’s personal

leave will be adjusted in accordance with the following formula:

New working hours x personal leave credit

Old working hours

70.14 The accrual date for personal leave will be deferred by one day for every calendar

day of unauthorised absence, or leave without pay that does not count for service.

70.15 Unused personal leave credit will not be paid out on cessation of employment.

Granting of Personal Leave

70.16 The Chief Executive may grant personal leave with pay, subject to available credits,

for a period of absence when the employee applies for personal leave due to

personal illness or injury or for the care of a member of the employee’s immediate

family or household who is sick and, subject to Clause 70.23, produces

documentary evidence.

70.17 An employee must advise their manager as soon as reasonably practicable of their

absence, or intention to be absent on personal leave.

70.18 Personal leave must not be granted where the absence is associated with the

misconduct of the employee, or where there is not sufficient cause. The Chief

Executive may determine that the absence does not count as service for any

purpose.

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70.19 Subject to the approval of the Chief Executive, in special circumstances an

employee may elect to use personal leave at half pay for absences of at least one

week which will be deducted from the employee’s accrued credits at a rate of 50%

of the period of absence.

70.20 An employee who suffers personal illness or injury, or cares for a member of the

employee’s immediate family or household who is sick, for one day or longer while

on annual leave or long service leave and who produces satisfactory documentary

evidence, may apply for personal leave. If approved, the relevant annual leave or

long service leave will be re-credited to the extent of the paid personal leave

granted.

70.21 An employee cannot access paid personal leave while on paid maternity leave or

primary care giver’s leave, but can apply for personal leave during unpaid maternity

leave or parental leave.

Documentary Evidence

70.22 The Chief Executive will accept medical evidence in accordance with Section 254

of the WR Act and Part 7 Division 5 Personal Leave, of the Workplace Relations

Regulations 1996.

70.23 If documentary evidence is not produced when an employee applies for leave for

personal illness or injury or for the care of a member of the employee’s immediate

family or household who is sick, the Chief Executive may grant personal leave up to

three consecutive working days with pay, to a maximum of seven working days in

any accrual year. Absences in excess of three consecutive days, or seven days in

any accrual year are unauthorised and will be without pay.

70.24 The Chief Executive may, with reasonable cause, request a medical certificate for

any absence at the time of notification of the absence.

70.25 In addition to the provisions contained in Sections 405, 406 and 484 of the Public

Sector Management Standards, the Chief Executive may refer an employee for a

medical examination by a nominated medical practitioner at any time. This may be

for reasons including but not limited to:

(a) where the Chief Executive is concerned for the wellbeing of an

employee and considers that the health of the employee is affecting the

employee’s ability to adequately perform the employee’s duties; or

(b) where the Chief Executive considers the documentary evidence

supplied for absences due to personal illness or injury is inadequate.

Arrangements Where An Employee Has Exhausted the Employee’s Personal Leave Credit

70.26 Despite Clause 70.28, the Chief Executive may allow an officer, in the first ten

years of service, when the officer provides documentary evidence that the officer

has a personal illness or injury, to anticipate one year’s personal leave accrual

where all full pay credits are exhausted. Temporary employees are not entitled to

anticipate personal leave.

70.27 The Chief Executive may, where such treatment is justified, grant an officer who

has completed ten years of service an additional period of personal leave to cover

periods of personal illness or injury. Such leave will be at half pay and will only be

granted where all full pay credit has been exhausted.

70.28 Where paid credits have been exhausted, the Chief Executive may approve

personal leave without pay for personal illness or injury or for the care of a member

of the employee’s immediate family or household who is sick. Unpaid personal

leave will count as service for all purposes.

70.29 If an ill employee exhausts the employee’s paid personal leave entitlement and

produces documentary evidence of continuing personal illness or injury, the

employee may apply to the Chief Executive for approval to take annual leave or

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long service leave. If approved, this leave will not break the continuity of the 52

weeks under Clause 70.30.

Maximum Period of Absence on Personal Leave

70.30 The maximum continuous period for which paid leave for personal illness or injury

may be granted is 52 weeks. The maximum continuous period for which paid and

unpaid leave for personal illness or injury may be granted is 78 weeks. Subject to

the production of satisfactory documentary evidence, further absence beyond the

78 weeks due to personal illness or injury must be granted as leave without pay not

to count as service for any purpose.

70.31 While personal leave will not be deducted over the Christmas shutdown period, the

Christmas shutdown does not break continuity of the period of absence in relation

to the maximum period/s of leave under Clause 70.30.

70.32 Subject to Clause 70.30, there is no restriction on the amount of personal leave up

to the available credit able to be used and approved in relation to the care of a

member of an employee’s immediate family or household who is sick.

Personal Leave in Special Circumstances

70.33 Subject to Clause 70.34 and Clause 70.35, the Chief Executive may approve

personal leave other than for personal illness, or the care of a member of the

employee’s immediate family or household who is sick, in special circumstances.

Special circumstances cover extraordinary or unforseen circumstances where it is

essential that the employee have leave from the workplace. In these special

circumstances, reasonable evidence may be required by the Chief Executive.

70.34 While personal leave in special circumstances does not require documentary

evidence, such evidence may be a form of reasonable evidence provided to the

Chief Executive when requesting this leave.

70.35 A maximum of four days leave in special circumstances may be approved within an

accrual year. These four days are in addition to the seven days personal leave

without documentary evidence that may be granted under Clause 70.23. Any paid

leave in special circumstances granted under this clause will be deducted from the

employee’s personal leave credit.

Personal Leave On Compassionate Grounds

70.36 The Chief Executive may approve paid personal leave of up to two days on each

occasion to enable the employee to spend time with a person who is a member of

the employee’s immediate family or household who has a personal illness or injury

that poses a serious threat to the person’s life.

70.37 Where paid credits have been exhausted, the Chief Executive may approve up to

two days additional paid personal leave on each occasion to enable the employee

to spend time with a person who is a member of the employee’s immediate family

or household who has a personal illness or injury that poses a serious threat to the

person’s life.

71 Bereavement Leave

71.1 Bereavement leave with pay applies from the first day of service and counts as

service for all purposes.

71.2 Employees (other than casual 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 parent, parent of

domestic partner, foster parent, step-parent, step sibling, guardian or foster child.

71.3 Proof of bereavement and relationship must be provided if requested.

71.4 Bereavement leave granted of at least one day whilst on another type of leave will

result in the re-crediting of that leave.

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71.5 Further paid or unpaid bereavement leave, in addition to Clause 71.2, may be

granted if considered appropriate by the Chief Executive.

72 Annual Leave

Entitlement to Annual Leave

72.1 Full time employees (other than casual employees) are entitled to:

(a) in the case of 36.75 hour workers, 147 hours annual leave, for each full

year worked; or

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

year worked.

72.2 Where less than a full year is worked, employees are entitled to annual leave on a

pro-rata basis.

72.3 Part-time employees will accrue a pro-rata credit based on the number of part-time

hours worked.

72.4 Shift workers who are regularly rostered to work on Sunday and work at least ten

Sundays in a year will be entitled to an additional five days of paid annual leave per

year

72.5 Shift workers rostered to work on less than ten Sundays during which annual leave

will accrue will be entitled to additional annual leave at the rate of one tenth of a

working week for each Sunday so rostered.

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

(A x B x D) / C

where

A = Number of ordinary hours per week worked;

B = One or zero (where the day does not count as service);

C = Number of calendar days in the year; and

D = Four (basic annual leave accrual of four weeks).

72.7 Unauthorized absence will not contribute to the annual leave credit.

72.8 Where any public holiday occurs for which the employee is entitled to payment,

during any period of annual leave, the period of the holiday is not deducted from the

annual leave entitlement.

72.9 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.

Access to Annual Leave

72.10 The parties agree that, consistent with the purpose of annual leave:

(a) employees will be encouraged to use the employees’ annual leave

entitlements within the year that it accrues; and

(b) the Chief Executive should approve applications by employees to take

annual leave in the year that it accrues, subject to operational

requirements.

72.11 If the Chief Executive does not approve an application by an employee for annual

leave because of operational requirements, the Chief Executive will consult with the

employee to determine a mutually convenient alternative time (or times) for the

employee to take the leave.

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72.12 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.

Reduction of Excess Annual Leave Credits

72.13 Where an employee has accrued two years annual leave credits and unless

exceptional operational circumstances exist, the employee and relevant

manager/supervisor must agree, and implement an annual leave usage plan to

ensure the employee’s accrued leave credit will not exceed a maximum 2.5 years

credit.

72.14 An employee who has an annual leave credit in excess of 2.5 years of entitlement:

(a) on lodgement of the Agreement; or

(b) on joining, or returning to, ACTION; or

(c) on returning to duty from compensation leave;

will have twelve months to reduce the employee’s annual leave balance to 2.5

years of entitlement or below.

72.15 The Chief Executive may direct an employee who has annual leave credit of 2.5

years or more to take annual leave, subject to giving the employee one calendar

months notice and subject to Clause 72.18.

72.16 The amount of annual leave that an employee may be directed by the Chief

Executive under Clause 72.15 to take will be less than, or equal to, 1/4 of the

amount of credited annual leave the employee is entitled to take at the time that the

direction is given.

72.17 The employee may apply to take additional annual leave at this time and the

application will be approved unless exceptional circumstances apply.

72.18 An employee may not be directed under Clause 72.15 to take annual leave where

the employee has made an application for a period of annual leave equal to or

greater than the period specified in Clause 72.16 in the past six months and the

application was not approved. The manager/supervisor and the employee may

agree to vary the annual leave usage plan consistent with Clause 72.13.

Cashing out of Annual Leave

72.19 An employee may cash out up to two weeks of the employee’s annual leave credit

where that credit has exceeded two years accumulated leave subject to the

following:

(a) the employee providing the Chief Executive with a written election to do

so;

(b) the Chief Executive authorising the election; and

(c) the employee taking at least one week of annual leave in conjunction

with this entitlement or the employee has taken at least one week of

annual leave in the past six months.

72.20 An employee may only cash out annual leave in accordance with Clause 72.19

once during each twelve-month period.

Half Pay Annual Leave

72.21 Employees are entitled, subject to operational requirements, to elect to use annual

leave at half pay for any period up to the available annual leave credit. Credits will

be deducted at a rate of 50% of a credit per day.

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Payment on Separation

72.22 Employees will receive payment on separation from ACTION of any unused annual

leave entitlement.

73 Annual Leave Loading

73.1 Employees who are entitled to annual leave under Clause 72 will be paid an annual

leave loading.

73.2 The amount of an employee's entitlement under Clause 73.1 will be based on

whichever is the greater of the following:

(a) subject to 73.3, seventeen and a half percent of the employee’s

ordinary hourly rate of pay on 1 January multiplied by the number of

hours of annual leave accrued during the preceding twelve months

service (excluding shift penalties); or

(b) any shift penalties that the employee would have received had the

employee not been on approved annual leave.

73.3 Where an employee's entitlement is based on Clause 73.2(a), the leave loading

payable is subject to a maximum payment. This maximum payment is the

equivalent of the Australian Bureau of Statistics' male average weekly total

earnings for the 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.

73.4 Part time employees will be paid the annual leave loading on a pro rata basis.

73.5 An employee whose employment ceases and who is entitled to payment of

accumulated annual leave or pro rata annual leave will be paid any accrued annual

leave loading not yet paid and leave loading on pro rata annual leave entitlement

due on separation.

73.6 Annual leave loading accrued by eligible employees will be paid at such a time as

the employee nominates, by making a written request to ACTION.

73.7 Any unpaid annual leave loading accrued by employees will be paid each year on

the first payday in December.

74 Purchased Leave

The Scheme

74.1 Subject to Clauses 74.3 and 74.4, employees may purchase leave in addition to the

employee’s usual annual leave entitlement, up to a maximum of twelve weeks in

any twelve month period. This additional leave will be paid for by a fortnightly

deduction from the employee’s salary over an agreed acquittal period not

exceeding twelve months from the date the employee commences participation in

the purchased leave scheme (“the scheme”).

Approval to Participate

74.2 Full and part-time employees (other than casual employees) who are covered by

this Agreement may apply to the Chief Executive for approval to participate in the

scheme at any time. The application must specify the amount of leave to be

purchased in whole weeks up to a maximum of twelve weeks, and the period over

which the additional leave is to be acquitted in accordance with Clause 74.1.

74.3 Approval by the Chief Executive for an employee to purchase and use purchased

leave, is subject to both the operational requirements of the workplace and the

personal responsibilities of the employee.

74.4 Approval to purchase additional leave will not be given where an employee has

accrued excess annual leave credit (Clause 72.13), except where the employee

intends to use all excess annual leave credit before taking purchased leave.

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Paying for Purchased Leave

74.5 Fortnightly deductions, from the employee’s salary, will commence as soon as

practicable following approval of the employee’s application. The deductions will be

calculated on the employee’s salary at the date of commencement of participation

in the scheme, the amount of leave to be purchased and the agreed acquittal

period.

74.6 Despite Clause 74.5, if the employee’s salary changes during the acquittal period

the employee may seek approval for the deduction to be recalculated.

74.7 Subject to Clause 74.8, regular allowances may be included in the calculation of

purchased leave payments where:

(a) ACTION and the employee agree any or all of these allowances are

appropriate; and

(b) there is the likelihood the allowance will continue to be received over

the duration of the acquittal period.

74.8 Disability allowances, which are paid according to the hours worked, cannot be

included for the purposes of calculating purchased leave payments.

Taxation

74.9 Fortnightly tax deductions will be calculated on the employee’s gross salary after

the deduction has been made for purchased leave.

Use of Purchased Leave

74.10 Employees participating in the scheme must apply to the relevant

manager/supervisor for approval to use purchased leave. Approval will be subject

to the operational requirements of the workplace, the personal responsibilities of

the employee and appropriate periods of notice.

74.11 A minimum of one week of purchased leave must be taken at any one time unless

the remaining balance is less than one week or the relevant manager/supervisor is

satisfied, on evidence presented, there are exceptional circumstances which

warrant purchased leave being taken in shorter periods. For part-time employees,

purchased leave will be credited and debited on a pro-rata basis.

74.12 While an employee is on a period of purchased leave the employee will be paid at

the rate of salary used to calculate the employee’s deduction.

74.13 Purchased leave must be used within the agreed acquittal period, not exceeding

twelve months from the date of commencement in the scheme. Purchased leave

not taken within the agreed acquittal period will be forfeited and the value of the

leave refunded to the employee at the end of the acquittal period.

Public Holidays during Purchased Leave

74.14 Public Holidays that fall during periods of absence on purchased leave will be paid

as a normal public holiday and will not be deducted from purchased leave.

Personal Leave during Purchased Leave

74.15 Where an employee provides a medical certificate for a personal illness occurring

during a period of absence on purchased leave, the employee will have the

purchased leave re-credited for that period covered by the medical certificate, and

substituted by personal leave.

Maternity and Primary Care Giver’s Leave

74.16 An employee participating in the scheme who proceeds on paid maternity or

primary care giver’s leave may elect to, either:

(a) exit the purchased leave scheme and have any money owing refunded;

or

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(b) subject to Clause 74.17, remain in the scheme and have salary

deductions continue during the period of paid maternity or primary care

giver’s leave.

74.17 Purchased leave taken during an employee’s absence on maternity or primary care

giver’s leave will not extend the employee’s total period of maternity or primary care

giver’s leave.

Compensation Leave

74.18 An employee participating in the scheme who proceeds on paid compensation

leave will have salary deductions for purchased leave continue. Normal conditions

for purchased leave will apply for employees on graduated return to work programs;

however entry into the scheme should be discussed with the rehabilitation case

manager.

Effect on Other Entitlements

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

74.20 Purchased leave will not affect the accrual of other forms of leave, such as personal

leave, annual leave or long service leave.

74.21 Purchased leave will not affect the payment and timing of salary increments.

74.22 The purchase of additional leave under this clause will not affect the

superannuation obligations of the employer and/or the employee involved.

Transfer between ACTPS Agencies

74.23 Where an employee who is participating in the scheme transfers from one ACTPS

Agency to another ACTPS Agency during the agreed acquittal period, the

employee’s continuation in the scheme will be subject to the separate approval of

the gaining Agency. Where such approval is not given, any money owing to the

employee in respect of purchased leave not taken will be refunded to the employee

as soon as practicable. Any shortfall in salary payments will be deducted from

monies owing to the employee.

Early exit from the Scheme

74.24 Once an employee commences participation in the scheme, the employee may

only opt out of the scheme before the expiration of the agreed acquittal period,

where:

(a) the provisions of Clause 74.16(a) and/or Clause 74.23 apply; or

(b) the employee can demonstrate, in writing, that exceptional

circumstances exist, such as unforseen financial hardship, and the

relevant manager agrees; or

(c) the employee’s employment with ACTION ceases before the expiration

of the agreed acquittal period.

75 Long Service Leave

75.1 The eligibility requirements and entitlements for long service leave under the PSM

Act and Standards apply subject to the provisions of this clause.

75.2 The Chief Executive may grant long service leave to an employee to the extent of

that employee’s pro-rata long service leave credits after seven years eligible

service.

75.3 Where an employee whose period of employment is less than ten years but not

less than one year

(a) ceases to be an employee, otherwise than because of the employee’s

death, on, or after, the employee attaining the minimum retiring age; or

(b) ceases to be an employee because of the employee’s redundancy; or

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(c) ceases to be an employee and satisfies ACTION that the employee so

ceasing is due to ill health of such a nature as to justify the employee

so ceasing;

ACTION will authorise payment to the employee under this subsection in

accordance with Section 159 of the PSM Act

75.4 Employees will receive payment on separation of any pro-rata entitlements after

seven years eligible service.

75.5 If an employee whose period of employment is not less than one year dies, the

Chief Executive may authorise payment to a dependant of the employee of an

amount equal to, or payments to two or more dependants of the employee of

amounts aggregating, the amount that would have been payable to the employee

under subsection 159 (4) of the PSM Act if the employee had, on the day the

employee died, ceased to be an employee otherwise than because of death, on or

after, the employee attaining the minimum retiring age.

75.6 The parties recognise and accept mutual responsibility to encourage utilisation of

long service leave and accordingly have agreed to the following provisions.

75.7 Employees may be granted leave in blocks of not less than seven days/shifts if the

employees so request.

75.8 Long service leave may be taken on double, full or half pay when approved by the

Chief Executive and subject to operational requirements, with credits to be

deducted on the same basis.

75.9 If the Chief Executive does not approve an application by an employee for long

service leave because of operational requirements, the Chief Executive will consult

with the employee to determine a mutually convenient alternative time (or times) for

the employee to take the leave.

76 Paid Maternity Leave

76.1 The eligibility requirements and entitlements for maternity leave under the PSM Act

and Standards apply subject to the provisions of this clause.

76.2 Where Sections 168 and 170 of the PSM Act apply, employees are entitled to

fourteen weeks paid maternity leave.

76.3 Employees may spread the payments for the fourteen-week paid maternity leave

absence over a twenty-eight week period at half pay. The additional period of paid

maternity leave will count as service for all purposes.

76.4 The Chief Executive may approve, subject to a medical certificate, an employee

taking paid maternity leave in a non-continuous manner, provided any other form of

paid leave will not be approved until the employee has used all of the employee’s

paid maternity leave entitlement.

76.5 The entitlement to fourteen weeks paid maternity leave, or to twenty-eight 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 employee’s fitness for duty.

76.6 Entitlements under this clause do not extend the maximum period of paid and

unpaid maternity leave available.

77 Paid Primary Care Giver Leave

77.1 This clause does not apply to casual employees.

77.2 Where an employee, other than an employee entitled to paid maternity leave under

Clause 76, demonstrates that the employee is the primary care giver of a newborn

or adopted child, then, subject to Clause 77.5, the provisions of Clause 76 will

apply.

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

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Example 2: The primary care giver may be the domestic partner of the mother.

77.3 The granting of leave under this clause is subject to the employee providing

ACTION with appropriate evidence concerning the reasons for and circumstances

under which the leave application is made, which may include, where relevant:

(a) a medical certificate relating to the expected date of birth of a child;

(b) documents from an adoption authority concerning the proposed

adoption of a child;

(c) details of leave being taken by the employee’s domestic partner.

77.4 For the purposes of this clause a newborn is considered to be a baby of up to

fourteen weeks old. For an adopted child, primary care giver leave may commence

from the date the employee assumes responsibility for the child but not after

fourteen weeks of the adoption. In extenuating circumstances, the Chief Executive

may approve paid primary care giver leave when a newborn is more than fourteen

weeks old.

77.5 The total combined entitlement under this clause and Clause 76 and equivalent

clauses in any other ACTPS collective agreement is fourteen weeks of paid leave in

relation to each particular birth or adoption, 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.

77.6 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.

77.7 Entitlements under this clause do not extend the maximum period of parental leave

available to the employee.

78 Paid Bonding Leave

78.1 An employee, other than a casual employee, is entitled to five days paid bonding

leave and up to five days paid personal leave for bonding purposes, at the time of

the birth or adoption of a child by the domestic partner.

78.2 Where an employee’s domestic partner is also an employee, this leave may be

taken concurrently with the domestic partner receiving paid maternity or paid

primary care giver’s leave.

79 Unpaid Parental Leave

79.1 In addition to the provisions for paid maternity leave and paid primary care giver’s

leave as set out in Clauses 76 and 77, employees are entitled to unpaid parental

leave. This clause should be read in conjunction with the PSM Standards.

79.2 Casual employees are eligible for unpaid parental leave where the casual

employees are eligible casual employees for unpaid maternity leave or unpaid

paternity leave under the WR Act.

79.3 Parental leave is without pay and does not count as service.

79.4 The Chief Executive will, on application, grant an employee unpaid leave for a

period of up to three years following the birth or adoption of a child. This will

include any period of paid or unpaid maternity leave.

79.5 An application by an employee for unpaid parental leave under 79.1 in addition to

paid or unpaid maternity leave or paid primary care giver’s leave will only be

approved where the employee agrees to be placed on ACTION’s unattached list.

79.6 Either parent may be granted unpaid parental leave if both are employees in

ACTION but the leave may not be taken concurrently.

79.7 The maximum aggregate unpaid parental leave that may be approved for an

employee under this clause is seven years.

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Use of other forms of leave whilst on unpaid Parental Leave

79.8 An employee on unpaid parental leave may access annual leave and long service

leave on full or half pay.

80 Other Leave

80.1 Other leave may be approved by the Chief Executive, with or without pay,

depending on the purpose of the leave.

80.2 Other leave provisions are set out in Annex B to this Agreement.

80.3 Provisions for ceremonial leave and organisational leave for Aboriginal and Torres

Strait Islander employees are contained Annex B.

81 Public Holidays

81.1 In accordance with the Holidays Act 1958, employees (other than casual

employees) will be entitled to the following public holidays with pay:

(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.

81.2 Public holidays set out in Clause 81.1 may be substituted in accordance with the

provisions of the Holidays Act 1958.

82 Christmas Shutdown

82.1 This clause does not apply to casual employees.

82.2 The Christmas shutdown period refers to the working days between 28 December

and 31 December inclusive.

82.3 Two days of paid leave will be granted to all employees for those days in the

Christmas shutdown period for which a paid public holiday is not provided for under

Clause 81.1. This leave will count as service for all purposes.

82.4 Only those employees who are directed or rostered to work during this period may

attend for work over the Christmas shutdown period.

82.5 Employees who are directed to work or are working under rostering arrangements

(other than those described in Clause 82.6) during the shutdown period will be

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entitled to take the two days paid leave at a time agreed between the employee and

the relevant manager/supervisor.

82.6 Employees who are working under 24/7 rostering arrangements during the

Christmas shutdown period will either:

(a) take the two days paid leave at a time agreed between the employee

and the relevant manager/supervisor; or

(b) elect to receive a payment at a rate equal to the pay the employee

received for working on the two days or would have received had the

employee worked on those two days.

82.7 Part time employees whose regular part time hours do not fall on either of the two

working days between Christmas and New Year’s Day will not be entitled to the

additional two days of paid leave.

82.8 Nothing in this clause is intended to reduce or increase a part time employee’s

salary entitlement for the pay period in which the Christmas shutdown period falls.

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PART 5 PERFORMANCE CULTURE

Section O - Learning and Development

83 Commitment to a Performance Culture

83.1 The parties are committed to developing a performance culture that promotes an

ethical working environment that is respected by supervisor/managers and

employees. This commitment recognises and rewards employees for the

employees’ contribution towards the achievement of the Agency's objectives but

does not permit the inclusion of performance pay.

84 Purpose and Principal Objectives

84.1 The purpose of performance management is to emphasise the relationship

between corporate, team and individual responsibilities and performance and to

align individual, team and organisational objectives and results.

84.2 The benefits and goals of performance management include:

(a) the ability for employees to develop a clear picture of the employees’

role and purpose within the Agency;

(b) establishment of improved communication between employees,

supervisors and managers; and

(c) The skills and potential of employees are able to be explored and

developed.

85 Performance Management Schemes

85.1 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.

85.2 The parties will consult on any proposed changes to existing performance

management schemes in the Agency.

85.3 The parties will consult on the development of any new performance management

schemes to apply in the Agency.

86 Reward and Recognition

86.1 The Agency is committed to achieving an environment where employees feel

valued for the contribution the employees make to achieving organisational goals.

It is acknowledged that the most effective form of recognition is timely and

appropriate feedback.

86.2 The Agency will participate in the annual Commissioner for Public Administration

Awards that have been developed to complement existing Agency-based reward

and recognition schemes.

86.3 The parties will consult on other effective ways of recognising and rewarding the

achievement of individuals and work groups. Any outcomes of this consultation will

only be implemented by the agreement of the parties.

87 Learning and Development Arrangements

87.1 The Agency is committed to attracting and retaining skilled employees able to

deliver high-quality outcomes for the Government and for the Canberra community.

87.2 The parties are committed to quality learning and development for employees as

provided for in the ACTPS Learning and Development Framework.

87.3 In order to effectively implement this Framework, the parties agree to the following

arrangements:

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(a) employees will be consulted through the Agency Consultative

Committee on the development and finalisation of the Agency Learning

and Development Plans, as required under the Learning and

Development Framework;

(b) the parties will agree annually on the key Agency Learning and

Development priorities required under the Framework and an equitable

use of resources to address these priorities; and

(c) the parties will agree on learning and development strategies

appropriate for the different categories of employees within the Agency.

87.4 For the purposes of this clause, "resources" includes but is not limited to:

(a) employees;

(b) time;

(c) funding (where required); and

(d) equipment.

88 Attendance at Courses and Seminars

88.1 For the purpose of assisting employees in giving effect to this Agreement, 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 human resource management

issues that may arise under this Agreement;

(c) leave granted under this clause will be with full pay, not including shift

and penalty payments or overtime; and

(d) each employee will not be granted more than fifteen days/shifts leave

in any calendar year.

88.2 If the employee has applied for leave under Clause 88.1 and the application was

rejected because of operational requirements, approval of any subsequent

application for leave by the employee under Clause 88.1 will not be withheld

unreasonably, provided that the employee gives the manager/supervisor at least

fourteen days/shifts notice in writing.

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

Section P- Managing Under-Performance

89 Objectives and Application

89.1 Under this Section, procedures are established for managing under-performance by

an employee.

89.2 This Section does not apply to officers on probation, casual employees, or fixed

term employees who have been engaged for a continuous unbroken period of less

than two years.

89.3 In this Section employee means an officer other than an officer on probation, and a

temporary employee who has been engaged for a continuous unbroken period of

two years or more.

89.4 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.

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89.5 Consistent with good management practice, concerns about unsatisfactory work

performance should be raised by the manager with the employee at the time that

the concerns 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.

89.6 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.

89.7 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 PSM Standards.

89.8 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

11 of the PSM Act and the internal review procedures (Section S of Division 1 of

this Agreement) of this Agreement.

89.9 In order to ensure that these procedures operate in a fair and transparent manner,

the manager will be responsible for making written or audio records of all relevant

discussions under these procedures. The employee should be given the

opportunity to comment on any records before signing them.

89.10 The Agency must adhere to record keeping and record disposal requirements of

the Territory Records Act 2002 and the associated Territory Administrative Records

Disposal Schedule.

Step One: Action Plan

89.11 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.

89.12 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.

89.13 This action plan will be developed by the manager in consultation with the

employee.

89.14 The manager will invite the employee to have an employee representative to be

present at discussions on developing the action plan and allow reasonable

opportunity for this to be arranged.

89.15 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, if relevant;

(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.

89.16 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.

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Step Two: Regular Assessment

89.17 During the action plan period, the manager will make regular written assessments

(desirably every fortnight) of the employees work performance under the action

plan. The employee will be given an opportunity to provide written comments on

these assessments.

89.18 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.

Step Three: Final Assessment/Report

89.19 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.

89.20 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 Chief Executive.

Step Four: Under-Performance Action

89.21 The Chief Executive 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 twenty four hours or more

than seven days); and

(d) explaining the appeal mechanisms available under the Agreement.

89.22 The Chief Executive may take one or more of the following actions under these

procedures:

(a) transfer to other duties (at or below current salary);

(b) deferral of Increment

(c) reduction in incremental point;

(d) temporary or permanent reduction in classification and salary;

(e) termination of employment.

89.23 At any time after seven days from the date the Chief Executive informed the

employee under Clause 89.21, the Chief Executive may, after taking into

consideration any written comments from the employee, take one or more of the

under-performance actions outlined in the information provided to the employee

under Clause 89.21. The Chief Executive will inform the employee in writing of this

decision.

89.24 At any time in these procedures, the employee may elect to be retired on the

grounds of inefficiency.

90 Appeal Rights

90.1 The employee has the right under Section T of Division 1 of this Agreement to

appeal any under-performance action taken under this Section, except action to

terminate the employee’s employment.

90.2 The employee may have an entitlement to bring an action under Part 12 Division 4

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.

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Section Q - Misconduct & Discipline

91 Objectives and Application

91.1 This Section establishes procedures for managing misconduct or alleged

misconduct by an employee.

91.2 This Section does not apply to officers on probation, casual employees, or fixed

term employees who have been engaged for a continuous unbroken period of less

than two years.

91.3 In this Section employee means an officer other than an officer on probation, and a

temporary employee who has been engaged for a continuous unbroken period of

two years or more.

91.4 The objective of these procedures is to encourage the practical and expeditious

resolution of misconduct issues in the workplace.

91.5 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.

91.6 These procedures apply to the exclusion of provisions contained in Part 9 of the

PSM Act (other than Section 218 and Section 220) and Part 6.3 of the PSM

Standards, except where any of these provisions are specifically provided for in this

Section.

92 Allegations of Misconduct

92.1 In cases where misconduct is alleged, the manager/supervisor will gather sufficient

information in a timely manner to determine whether the seriousness of the matter

warrants investigation by the Chief Executive under Clause 94. The employee will

be informed of the allegations unless the manager/supervisor considers it

inappropriate to do so.

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

(a) the employee fails to meet the obligations set out in Section 9 of the

PSM Act (this may include bullying and harassment or discrimination);

(b) the employee engages in conduct that has, or is likely to, bring

ACTION or ACTPS into disrepute;

(c) the employee returns to duty after a period of unauthorised absence

and does not offer a satisfactory reason on return to work;

(d) the employee is convicted of a criminal offence or where a court finds

that an employee has committed an offence but a conviction is not

recorded, taking into account the circumstances and seriousness of the

offence, the duties of the employee and the interests of the ACTPS

and/or of ACTION;

(e) the employee fails to notify ACTION of criminal charges in accordance

with Clause 98.

92.3 In cases where serious misconduct is alleged, the Chief Executive may inform the

employee and may immediately transfer the employee to other duties, re-allocate

duties away from the employee or suspend the employee in accordance with

Clause 97 while the alleged misconduct is investigated.

92.4 In deciding whether misconduct is or might be serious misconduct for the purposes

of Clause 92.3, the Chief Executive will have regard to the kinds of conduct

described as ‘serious misconduct’ in regulation 12.10 of the Workplace Relations

Regulations.

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93 Determination of misconduct/allegations

93.1 If, after considering the gathered information, the manager/supervisor is of the

opinion that the alleged misconduct has not occurred or is not sufficiently serious to

warrant an investigation, the manager/supervisor will inform the employee/s

concerned that no discipline action will be taken and an investigation is not

necessary.

93.2 If, after considering the gathered information, the manager/supervisor is of the

opinion that the alleged misconduct has occurred but the matter is likely to be

resolved informally, the manager/supervisor will discuss the particular behaviour

with the employee as soon as possible. The discussion will set out clear

expectations of future behaviour. The manager/supervisor will retain a record of

the discussion e.g. diary entry. The manager /supervisor may also choose to

organise mediation between relevant persons.

93.3 If, after considering the gathered information, the manager/supervisor or the Chief

Executive is of the opinion that the alleged misconduct requires an investigation it

will be dealt with in accordance with Clause 94.

94 Investigations

94.1 Upon becoming aware of possible instances of misconduct that cannot be

addressed at Clause 93, the Chief Executive will:

(a) inform the employee in writing of the nature of the alleged misconduct

and the possible implications of the misconduct including the discipline

actions available; and

(b) give the employee a reasonable opportunity to respond to allegations,

in writing and/or at a scheduled interview, before forming a conclusion;

and

(c) provide the employee with at least twenty four hours written notice prior

to conducting an interview; and

(d) advise the employee that the employee may have an employee

representative, present during the interview to support the employee

and will allow reasonable opportunity for this to be arranged; and

(e) provide a record of the interview to the employee 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 will be

noted.

94.2 The Chief Executive should as soon as practicable take any further steps that the

Chief Executive considers necessary to establish the facts of the allegations.

94.3 The Chief Executive will make a determination on the balance of probabilities as to

whether misconduct has occurred.

94.4 If the Chief Executive determines that the allegations are unsubstantiated the Chief

Executive will notify the employee of this finding in writing and advise that no

discipline action will be taken under these procedures.

94.5 Subject to Clause 91.5, in cases where serious misconduct is found to have

occurred, the Chief Executive may immediately terminate the employee’s

employment without giving the employee five working days within which to respond

to the proposed discipline action under Clause 95.3 (d).

95 Discipline Action

95.1 Where, as a result of an investigation, the Chief Executive considers discipline

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

to the employee:

(a) counselling of the employee;

(b) a written admonishment;

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(c) a first or final written warning;

(d) a financial penalty;

(e) transfer to other duties (at or below current salary);

(f) deferral of Increment

(g) reduction in incremental point;

(h) a temporary or permanent reduction in classification/salary;

(i) termination of employment.

95.2 Discipline action taken under these procedures must be proportionate to the degree

of misconduct concerned. In determining the appropriate discipline action to be

taken, the following factors must be considered:

(a) the nature and seriousness of the misconduct;

(b) the degree of relevance to the employee's duties or to the reputation of

ACTION;

(c) the circumstances of the misconduct;

(d) any mitigating factors; and

(e) the previous employment history and the general conduct of the

employee.

95.3 Before taking discipline action, the Chief Executive will advise the employee in

writing of:

(a) the decision as to whether the misconduct has been found to have

occurred; and

(b) the reasons for arriving at this decision; and

(c) the discipline action(s) proposed; and

(d) the period during which the employee has to respond to the proposed

discipline action (a minimum of five working days); and

(e) the appeal mechanisms that are available under this Agreement.

95.4 After considering the employee’s response to the proposed action, or if the

employee has not responded at any time after the period outlined in 95.3(d) has

lapsed, the Chief Executive may take disciplinary action. The Chief Executive will

inform the employee in writing of:

(a) the final decision regarding discipline action to be taken; and

(b) the date of effect and/or, if relevant, the cessation of the action; and

(c) the appeal mechanisms that are available under this Agreement.

96 Counselling

96.1 In cases where the manager/supervisor or the Chief Executive considers

counselling to be the appropriate discipline action, the manager/supervisor or the

Chief Executive will create a formal record of the counselling or action plan which

will include details about the ways in which the employee’s conduct needs to

change or improve and the time frames within which these changes or

improvements must occur.

96.2 A record will be made and provided to the employee and the employee given an

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 will be

clearly noted.

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96.3 The manager/supervisor or the Chief Executive will invite the employee to have an

employee representative present at the counselling and will allow reasonable

opportunity for this to be arranged.

96.4 Where the manager/supervisor or the Chief Executive considers that the

employee’s conduct has not improved following counselling given in accordance

with Clause 96.1, one or more of the discipline actions set out in Clause 95.1 may

be taken in relation to the employee, subject the requirements of Clause 91.5.

97 Suspension

97.1 Subject to these procedures, the Chief Executive may suspend an employee with

pay or without pay where the Chief Executive is satisfied that it is in the public

interest, the interests of the ACTPS or the interests of ACTION that the employee

be suspended while the alleged misconduct is investigated.

97.2 The Chief Executive will not normally suspend an employee without first informing

the employee of the reasons for the proposed suspension and giving the employee

the opportunity to be heard. However the Chief Executive may suspend an

employee first and then give the employee the reasons for the suspension and an

opportunity to be heard, where, in the Chief Executive’s opinion, this is appropriate

in the circumstances.

97.3 In circumstances where an employee is suspended without pay:

(a) the suspension will not be for more than thirty days, unless exceptional

circumstances apply;

(b) the employee may apply to the Chief Executive for permission to seek

alternate employment outside the ACTPS for the period of the

suspension or until the permission is revoked;

(c) in cases of demonstrated hardship, the employee may access accrued

long service leave and/or annual leave;

(d) the employee may apply to the Chief Executive for the suspension to

be with pay on the grounds of demonstrated hardship

97.4 The suspension will be reviewed every thirty days unless exceptional

circumstances apply.

97.5 An employee suspended without pay and who is later acquitted of the criminal

offence, or found not to have been guilty of the misconduct:

(a) is entitled to be repaid the amount by which the employee's salary was

reduced; and

(b) is entitled to be credited with any period of long service or annual leave

that was taken.

97.6 Where an employee is suspended and later found guilty of a criminal offence

(whether or not a conviction is recorded), or is found guilty of misconduct and is

dismissed because of the offence or misconduct, a period of suspension under this

clause does not count as service for any purpose, unless the Chief Executive

determines otherwise.

98 Criminal Charges

98.1 An employee must advise the Chief Executive in writing of any criminal charges laid

against the employee where the employee has reasonable grounds for believing

that the interests of ACTION or of the ACTPS may be adversely affected, taking

into account:

(a) the circumstances and seriousness of the alleged criminal offence; and

(b) the employee’s obligations under Section 9 of the PSM Act; and

(c) the effective management of the employee’s work area; and

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(d) the integrity and good reputation of the ACTPS and ACTION; and

(e) the relevance of the offence to the employee’s duties.

98.2 Where criminal charges are laid against an employee and the interests of ACTION

or of the ACTPS may be adversely affected, the Executive may suspend the

employee in accordance with the suspension arrangements under Clause 97.

98.3 If an employee is convicted of a criminal offence, or a court finds that an employee

has committed such an offence but a conviction is not recorded, the employee will

provide a written statement regarding the circumstances of the offence to the Chief

Executive within seven calendar days of the conviction or the finding.

98.4 Where an employee is convicted of a criminal offence, or a court finds that an

employee has committed such an offence but a conviction is not recorded, and the

conviction or finding has adversely affected the interests of ACTION or the ACTPS,

the Chief Executive may take discipline action against the employee in accordance

with Clause 95.

99 Right of Appeal

99.1 An employee has the right under Section T, Appeal Mechanism of Division 1 of this

Agreement to appeal against any discipline action taken under this Section, and

against any decision taken under this Section to suspend the employee without

pay, except action to terminate the employee's employment.

99.2 An employee may have an entitlement to bring an action under Part 12 Division 4 of

the WR Act in respect of any decision under this Section to terminate the

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

99.3 The appeal procedures under this Section apply to the exclusion of the rights of

appeal and review under the PSM Act and the internal review procedures contained

in Section S of Division 1 of this Agreement.

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