

**DEPARTMENT OF TREASURY
CERTIFIED AGREEMENT
2004-2007**

TABLE OF CONTENTS

PART 1 - SERVICE WIDE CONDITIONS 6

PREAMBLE6

Section A - Technical Matters 7

1. Title 7

2. Persons Bound and Parties 7

3. Duration 7

4. Relationship with Agreements, Legislation and Awards 7

5. Definitions 8

6. Variation to Agreement11

7. Closed Agreement11

8. Consultation11

9. Dispute Avoidance/Settlement Procedures12

10. Right of Entry/Freedom of Association13

11. Co-Operation and Facilities for Union Representatives and Employee
Representatives13

12. Attendance at Industrial Courses and Seminars14

13. Diversity in the Workplace14

14. Occupational Health and Safety15

Section B - Rates of Pay and Pay Related Matters 16

15. Pay Increases16

16. Trainees16

17. Special Employment Arrangements17

18. Pay Points and Increments17

19. Probation18

20. Classification/Work Value Review18

21. Classification Structure19

22. Transfer of Medically Unfit Staff19

23. Superannuation19

24. Flexible Remuneration Packaging 20

Section C - Allowances21

25. Adjustment of Allowances21

26. On-Call Allowances21

27. Close Call Allowance22

28. Rest Relief in Relation to Overtime Performed During Restricted or Close
Restricted Situations 23

29. Relocation Allowance24

30. Higher Duties Allowance24

Section D - Job Security25

31. Outsourcing/Use of Contractors25

32. Casual and Temporary Employment26

33. Privatisation26

Section E - Recognition of Work and Life Responsibilities27

34. Introduction27

35. Management of Excessive Hours27

36. Employees with Caring Responsibilities27

37. Volunteering28

38. Mature Age Employment Strategy28

39. Scheduling of Meetings29

40. Regular Part Time Work and Job Sharing29

41. Home Based Work 30

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

42. Vacation Childcare Program	31
43. Family Care Costs	31
44. Nursing Mothers	31
Section F – Flexible Working Arrangements.....	32
45. Flextime.....	32
46. Flexible Working Arrangements for Senior Officer Grade As and Bs and Equivalent Employees.....	32
47. Christmas Shutdown	33
Section G - Leave.....	35
48. Personal Leave	35
49. Bereavement Leave	36
50. Annual Leave	36
51. Annual Leave Loading	37
52. Half Pay Annual Leave	37
53. Purchased Leave	37
54. Public Holidays.....	38
55. Long Service Leave	39
56. Other Leave	39
57. Paid Maternity Leave	39
58. Paid Primary Care Giver Leave.....	40
59. Paid Bonding Leave	40
60. Unpaid Parental Leave	40
61. Regular Part-Time Employment Following Leave Under Clauses 57, 58 or 60	41
Section H – Learning and Development.....	42
62. Learning and Development Arrangements.....	42
Section I - Performance Culture	43
63. Commitment to a Performance Culture	43
64. Purpose and Principle Objectives	43
65. Performance Management Schemes.....	43
66. Reward and Recognition.....	43
Section J - Managing Under-Performance	44
67. Objectives and Application.....	44
68. Step One: Action Plan.....	44
69. Step Two: Regular Assessment.....	45
70. Step Three: Final Assessment/Report	45
71. Step Four: Under-Performance Action	46
72. Appeal Rights	46
Section K - Discipline	47
73. Objectives and Application.....	47
74. When Discipline Action May Be Taken	47
75. Discipline Procedures: General Considerations.....	47
76. Suspension.....	48
77. Step One: Informal Discussion	49
78. Step Two: Counselling and (if necessary) First Warning/Action	50
79. Step Three: Counselling and (if necessary) Second and Final Warning/Action	51
80. Step Four: Discipline Action	51
81. Appeal against Discipline Action.....	52
82. Criminal Charges and Offences	52
Section L - Internal Review Procedures	53
83. Objectives and Application.....	53
84. Decisions and Actions Excluded	53

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

85. Initiating a Review	54
86. Chief Executive Powers and Responsibilities	54
87. Right of External Review	56
Section M - Appeal Mechanism	57
88. Objective and Application	57
89. Initiating an Appeal.....	57
90. Composition of the Appeal Panel.....	58
91. General Powers and Role of the Appeal Panel.....	58
92. Powers of the Appeal Panel – Appeals About Promotion and Temporary Performance	58
93. Powers of the Appeal Panel – Other Matters.....	59
94. Costs.....	60
95. Right of External Review	60
Section N - Redeployment/Redundancy.....	61
96. Application	61
97. Definitions	61
98. Consultation	61
99. Information Provided for Employee	62
100. Voluntary Redundancy.....	62
101. Severance Benefit.....	63
102. Redeployment	63
103. Involuntary Retirement	65
104. Income Maintenance Payment	66
105. Leave and Expenses to Seek Employment	66
106. Use of Sick Leave	66
107. Appeals.....	67
108. Agreement Not To Prevent Other Action.....	67
109. Re-engagement of Previously Retrenched Employees.....	67
Section O - Management or Government Initiated Transfers.....	68
110. Gaining Employees.....	68
111. Preservation of Accrued Entitlements	69
112. Establishment of a New ACTPS Agency	69
113. Appeal Rights	69
PART 2 - AGENCY SPECIFIC CONDITIONS	70
114. Application of Pay Increases	70
115. Annual Leave Deeming Provisions.....	70
116. Flextime.....	71
117. Time Off in Lieu Arrangements for Officers above the Overtime Salary Barrier	73
118. Christmas Shutdown	74
119. Hours of Work	74
120. Joint Union and Management Consultative Committee	75
121. Incremental Advancement and Deferral	75
122. Leave Bonus.....	76
123. Procedures for Selection and Advancement	76
124. Graduate Administrative Assistant Program.....	77
125. Management of Working Hours	77
126. Building and Supporting a Professional Agency	78
127. InTACT Trainees	78
128. Cadetship Program.....	79
129. Salary Overpayment – Recovery of Monies	80
130. Salary Underpayments	80

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

131. Part Time Employment on Resumption of Duty from Maternity or Parental Leave.....81

132. Health and Wellbeing Strategy.....81

Schedule A – Classifications and Rates of Pay.....83

Schedule B – Weekly Rates of Pay for Trainees.....90

Schedule C – Agreed Framework for Special Employment Arrangements93

Schedule D - Expense, Disability and Skill Related Allowances.....98

Schedule E – Other Leave 99

Schedule F - Signatories106

PART 1 - SERVICE WIDE CONDITIONS

PREAMBLE

The Government's overall strategy for enterprise bargaining in the ACT Public Service extends beyond the current bargaining round. Its goals are to achieve more equitable pay outcomes for all employees and, wherever feasible and agreed by the Agency and the union(s), to reduce the number of Certified Agreements.

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

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

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

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

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

Section A - Technical Matters

1. Title

- 1.1 This Agreement, made under section 170 LJ of the *Workplace Relations Act 1996*, will be known as the *Department of Treasury Certified Agreement 2004-2007*.

2. Persons Bound and Parties

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

- (a) the Chief Executive of the Department of Treasury on behalf of the Australian Capital Territory;
- (b) all persons whose employment is, at any time when the Agreement is in operation, subject to the Agreement;
- (c) the Community and Public Sector Union (CPSU);
- (d) the Association of Professional Engineers, Scientists and Managers Australia (APEMSA);
- (e) the Australian Services Union (ASU); and
- (f) the Media Entertainment and Arts Alliance Union (MEAAU).

- 2.2 The parties to this Agreement are:

- (a) the Chief Executive of the Department of Treasury on behalf of the Australian Capital Territory; and
- (b) the Community and Public Sector Union (CPSU);
- (c) the Association of Professional Engineers, Scientists and Managers Australia (APEMSA);
- (d) the Australian Services Union (ASU); and
- (e) the Media Entertainment and Arts Alliance Union (MEAAU).

3. Duration

- 3.1 This Agreement will commence operation on the date of certification by the Australian Industrial Relations Commission and remain in force until 31 March 2007.
- 3.2 The parties agree to commence negotiations for a new Agreement no later than 6 months prior to the nominal expiry date, with a view to settling a replacement Agreement.

4. Relationship with Agreements, Legislation and Awards

- 4.1 This Agreement replaces and supersedes all the terms and provisions of the following Agreements, in so far as these apply to employees covered by this Agreement:
- (a) Chief Minister's Department Certified Agreement 1999-2002 (Cno.90365 of 1999);
 - (b) ACT Procurement Solutions Enterprise Bargaining Agreement 2001-2002;
 - (c) InTACT Certified Agreement 1999-2002 (C no 90039 of 2000);

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- (d) Department of Urban Services Enterprise Bargaining Agreement 2003-2004:
and
- (e) Department of Treasury Certified Agreement 2003-2004 (AG 2003/5266).

4.2 This Agreement will be read in conjunction with:

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

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

4.4 This Agreement is read and applied in conjunction with all applicable Awards which apply to the Department of Treasury as varied from time to time and wholly replaces other Awards.

4.5 Awards which currently apply to the Agency are:

- (a) APESMA (Salaries and Conditions of Service) Australian Capital Territory Public Sector Award 2000 (AW806836)
- (b) ASU (Salaries and Conditions of Service) Australian Capital Territory Public Sector Award 1999 (AW769022)
- (c) CPSU (Salaries and Conditions of Service) A.C.T. Public Sector Award 1999 (AW775437)
- (d) Employment Conditions Australian Capital Territory Public Sector Award 2000 (AW805493)
- (e) Entertainment and Broadcasting Industry Live Theatre and Concert Award 1998 (AW780276)
- (f) Journalists (Australian Capital Territory Government Departments and Instrumentalities) Award 1998 (AW785850)
- (g) National Training Wage Award 1994 (AW790899)
- (h) Out of Hours Restriction – Permanent Officers and Temporary Employees Agreement 1992 (AW791894)

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

5. Definition:

5.1 In this Agreement:

ACTPS means the Service established by section 12 of the *Public Sector Management Act 1994*.

Agency means the administrative unit known as the Department of Treasury including employees of InTACT, ACT Procurement Solutions, the Independent Competition and Regulatory Commission, the ACT Insurance Authority, the Gambling and Racing Commission, the Land Development Agency, and such

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

further or different offices and areas of responsibility as determined from time to time under the *Public Sector Management Act 1994*. It excludes the Chief Minister's Department, Canberra Stadium, Australian Capital Tourism, Cultural Facilities Corporation, the ACT Cleaning Industry Long Service Leave Board, the ACT Construction Industry Long Service Leave Board, ACT WorkCover, the Legislative Assembly Secretariat, the ACT Audit Office and the Territory Owned Corporations within the Department and such further or other offices as may be determined to constitute these subunits from time to time.

Agreement means Department of Treasury Certified Agreement 2004-2007 and includes all Schedules and Attachments.

AIRC means the Australian Industrial Relations Commission.

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

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

Chief Executive means a person engaged under section 28 of the *Public Sector Management Act 1994*, as the Chief Executive of the Agency, and includes a Chief Executive Officer of the Department of Treasury portfolio, and the General Manager, InTACT.

Commissioner for Public Administration means the person appointed under section 18(1) of the *Public Sector Management Act 1994*.

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

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

Domestic Partner means someone who lives with the person in a domestic partnership, and includes a spouse of the person.

Domestic Partnership means a relationship between two people, whether of a different or the same sex, living together as a couple on a genuine domestic basis.

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

Immediate family means:

- (a) a domestic partner (including a former domestic partner);
- (b) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or domestic partner of the employee; and

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- (c) a person related to the employee by Aboriginal and/or Torres Strait Islander kinship structures.

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

JUMCC means the Joint Union Management Consultative Committee established under clause 8 of this Agreement.

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

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

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

Short-term temporary employee means an employee engaged under section 106 of the PSM Act for a period of less than 12 months.

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

- Australian Liquor Hospitality and Miscellaneous Workers Union;
- Australian Manufacturing Workers' Union;
- Association of Professional Engineers, Scientists and Managers Australia;
- Australian Services Union;
- Australian Workers' Union;
- Communication Electrical Plumbers Union;
- Construction Forestry Mining and Energy Union;
- Community and Public Sector Union;
- Health Services Union of Australia;
- Media, Entertainment and Arts Alliance;
- National Union of Workers; and
- Transport Workers Union.

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

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

WCC means the Workplace Consultative Committee established under clause 8 of this Agreement.

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

6. Variation to Agreement

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

7. Closed Agreement

7.1 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 except where consistent with this Agreement and agreed between the parties.

8. Consultation

8.1 The parties are committed to effective consultation and employee participation in decisions that affect an employee's employment. This is essential to the successful management of change.

8.2 Where there are proposals by the Agency to introduce changes in the organisation or to existing work practices, the Agency will consult with affected employees and union(s).

8.3 This will involve the Agency providing relevant information to assist the employees and the unions to understand the reasons for the proposed changes and their likely impact so that the employees and the unions are able to contribute to the decision making process.

8.4 For the purpose of providing effective consultation:

(a) adequate time will be provided to employees and unions to consult with the Agency and for union(s) to consult with members;

(b) the parties agree to the establishment of consultative arrangements. These arrangements will include the following:

(i) the establishment of a Joint Union/Management Consultative Committee. This Committee will:

- monitor the operation of this Agreement;
- monitor the application of the Diversity Framework within the Agency;
- meet at least quarterly;
- have membership agreed by the parties following certification of this Agreement;
- have terms of reference agreed by the members of the JUMCC;
- have arrangements for the timely provision of minutes from each meeting; and

(ii) the establishment, where so agreed by the parties, of additional levels of consultation such as a Workplace Consultative Committee. Where established, a WCC will:

- operate at the local level to deal with workplace specific issues, before they may be raised with the JUMCC;

- have membership drawn from local managers/supervisors and workplace union representatives, with an open invitation applying to union officials;
- (c) existing local consultative arrangements will remain in place until they are replaced by the new consultative arrangements.

9. Dispute Avoidance/Settlement Procedures

9.1 The objective of these procedures is the prevention and resolution of disagreements about the interpretation or implementation of this Agreement in a reasonable time, by measures based on the provision of information and explanation, consultation and cooperation.

9.2 The parties agree to take reasonable internal steps to prevent and explore all avenues to seek resolution of disagreements.

9.3 Pre dispute work arrangements and patterns will apply during the dispute resolution process unless there is a reasonable concern by the employee about an imminent risk to his or her health or safety. In these circumstances, employees will not work in an unsafe environment but, where appropriate, may accept reassignment to alternative suitable work consistent with their classification levels in the meantime.

9.4 Any party to the disagreement process may seek advice and/or include the involvement of a union or other independent representative to assist during any stage of the process.

9.5 Resolution Process:

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

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

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

In instances where the dispute remains unresolved, the appropriate level of management and the union(s) or employee(s) will be notified and a conference will be arranged and a course of action for resolution will be discussed.

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

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

9.6 Unless the parties agree to the contrary, the AIRC will, in responding to notification, have regard to whether the parties have, in good faith, undertaken the previous

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

steps of these procedures. The AIRC, by this Agreement, is empowered to settle the matters in dispute by conciliation or arbitration under section 170LW of the WR Act or a recommendation by consent under section 111AA of the WR Act.

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

10. Right of Entry/Freedom of Association

- 10.1 For the purpose of assisting employees understand their rights and entitlements under this Agreement, the parties agree to the provisions in this clause.
- 10.2 Division 11A of the WR Act prescribes the purpose and manner in which unions may exercise right of entry provisions in the workplace. The Agency recognises the legitimate right of unions to represent those employees who are members, or eligible to become members, and will grant access in accordance with the WR Act, providing that work is not disrupted, for normal union business or to represent employees. Union officials are also able to enter the workplace to distribute or post promotional material provided that work is not disrupted.
- 10.3 Nothing in this clause will affect the right of union officials to meet with management or members, or otherwise enter the premises on legitimate union business at times reasonable to the parties. In particular, Union delegates and/or officials will have the right to enter a workplace:
- (a) to meet with new employees who are members or who are eligible to become members of the Union at an agreed time during normal working hours. The Agency will advise the new employees of the agreed meeting time; and
 - (b) to attend any face to face induction of new employees, the details of which will be advised with reasonable notice by the Agency to the Union(s). The Agency will provide all new employees with some form of induction program.
- 10.4 For the purposes of clause 10.3, the union(s) may provide the Agency with information about their organisation which will be included by the Agency in each induction package given by the Agency to new employee(s).
- 10.5 Membership of a union is voluntary and employees will not be treated differently in their employment because they are, or are not, members of a union.

11. Co-Operation and Facilities for Union Representatives and Employee Representatives

- 11.1 For the purpose of ensuring the effective operation of the dispute resolution processes under clause 9, the parties agree to the provisions in this clause.
- 11.2 Reasonable access to Agency facilities, including the internal courier service, email (including access to the ACT Government Email list), telephone, facsimile, photocopying, access to meeting rooms and storage space, will be provided to union delegates and employee representatives to assist them to fulfil their obligations, duties and responsibilities having regard to the Agency's operational requirements and resource issues.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- 11.3 In addition to the Agency facilities outlined in clause 11.2, where available, union delegates and employee representatives will be able to establish designated Outlook public folders which will provide a collaborative electronic workspace to improve the flow of information.
- 11.4 The use of Agency facilities will be in accordance with published government policies and for relevant union business other than for industrial action.
- 11.5 Union delegates and employee representatives will be provided with adequate paid time, as required by the responsibilities of the position, to undertake their duties to represent employees during normal working hours. While these duties would normally be expected to be performed within the workplace, on occasions the union delegate or employee representative may be required to conduct these duties external to the workplace.

12. Attendance at Industrial Courses and Seminars

- 12.1 For the purpose of assisting them to understand their rights and responsibilities under 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 industrial relations;
 - (c) leave granted under this clause will be with full pay, not including shift and penalty payments or overtime; and
 - (d) each employee will not be granted more than 15 days/shifts leave in any calendar year.
- 12.2 If the employee has applied for leave under clause 12.1 and the application was rejected because of operational requirements, approval of any subsequent application for leave by the employee under clause 12.1 will not be withheld unreasonably, provided that the employee gives the Manager/ Supervisor at least 14 days/shifts notice in writing.
- 12.3 Any short course conducted or accredited by a relevant employee organisation (for example the Australian Council of Trade Unions and the Trades and Labour Council) will be accepted as complying with the condition in clause 12.1.
- 12.4 Leave granted for this purpose will count as service for all purposes.

13. Diversity in the Workplace

- 13.1 The Agency recognises and encourages the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. The Agency aims to ensure that this diversity is used in appropriate employee contribution to effective decision making and delivery of client service.
- 13.2 The Agency will work with employees to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religious belief, political opinion, national extraction or social origin. Harassment of any kind will not be tolerated.

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

14. Occupational Health and Safety

14.1 The parties are committed to promoting, achieving and maintaining the highest levels of health and safety for all ACTPS employees.

14.2 Consistent with clause 14.1, the Agency in consultation with the Union(s) will develop and implement an appropriate drug and alcohol policy.

Section B - Rates of Pay and Pay Related Matters

15. Pay Increases

- 15.1 The classifications and rates of pay are set out in Schedule A to this Agreement.
- 15.2 Stage 2 Pay Parity: from 1 April 2004 and prior to the payment of the salary increases provided for in clause 15.4(b) all employees covered by this Agreement will translate to the salary rates as set out at Column B of Schedule A of this Agreement. This translation is in accordance with the weighted average model agreed between the parties.
- 15.3 As a result of the implementation of Stage 2 pay parity and the provision of the salary increases in clause 15.4:
- (a) no job losses will occur within the Agency; and
 - (b) no cost offsetting will occur within the Agency Part 2 negotiations to fund the implementation of either actions.
- 15.4 Pay increases for all classifications covered by this Agreement, will apply as follows:
- (a) the agreed parity translation under clause 15.2 up to 2.5% from 1 April 2004;
 - (b) 2.5% from 1 April 2004;
 - (c) 4% from 1 April 2005; and
 - (d) 4% from 1 April 2006.
- 15.5 Each pay increase will commence from the first full pay period on or after the prescribed date.
- 15.6 The parties agree that a person who was an employee of the Agency on 1 April 2004 and who separated from the ACTPS before the date of certification of this Agreement, will be paid any difference between the rate of pay under clauses 15.4(a) and 15.4(b) of this Agreement and the rate which they were paid in the same classification on separation. Any monies paid on separation from the Agency will be adjusted in the same manner as the rate of pay.
- 15.7 The Australian Capital Territory, as the employer of all employees covered by the PSM Act, will support applications that may be made to the AIRC made by a Union party to this Agreement to increase the casual loading payable under a relevant award to 20%.

16. Trainees

- 16.1 Rates of pay for trainees covered by the National Training Award 2000 are set out at Schedule B to this Agreement.
- 16.2 The rates of pay for apprentices are set out in Schedule A to this Agreement.
- 16.3 The parties to this Agreement agree that the Single Bargaining Unit and nominated representatives of Chief Minister's Department will review the

employment arrangements for trainees and apprentices during the life of the Agreement.

17. Special Employment Arrangements

- 17.1 The parties recognise that in some special circumstances it may be necessary for the Agency 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.
- 17.2 The parties have agreed on a Framework under which Special Employment Arrangements may apply in the Agency during the life of this Agreement.
- 17.3 The Chief Minister's Department and the Single Bargaining Unit agree to monitor and review the operation of this clause initially during the first 12 months of its operation and subsequently if required. As a consequence of this, the parties agree that the Agency, through the Chief Minister's Department, and the union(s), through the Single Bargaining Unit, may agree to modify the Framework.
- 17.4 The terms of the Framework are at Schedule C to this Agreement.

18. Pay Points and Increments

- 18.1 An employee who is selected to the ACTPS, who is promoted or is approved to perform the duties of a higher office, is entitled to be paid at the base pay point for the position.
- 18.2 However, an employee who is selected to the ACTPS, promoted or approved to perform higher duties may be paid at a higher pay point within that classification level. The Delegate will take into consideration such factors as their qualifications, relevant work and personal experience, current salary, ability to make an immediate contribution and difficulties in attracting and retaining suitable employees.
- 18.3 Increments apply to both an employee's permanent and higher duties classification. When an employee has completed 12 months higher duties within a 24 month period an increment will be paid and all further instances of higher duties will be paid at this level.
- 18.4 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.
- 18.5 Any provisions that have been negotiated and agreed by the parties which permit accelerated progression through increment points for both new and existing employees are set out in Part 2 of this Agreement. These provisions cannot allow for more than two additional increments in any one calendar year.
- 18.6 An employee is entitled, upon completion of the relevant incremental assessment, to be paid an annual increment on and from the relevant anniversary of the date of commencement for the employee concerned.

19. Probation

- 19.1 The provisions of the PSM Act and of relevant Awards concerning employment on probation will continue to apply, as modified by clauses 19.2 to 19.8.
- 19.2 Where a person is appointed on probation under the PSM Act, the period of probation will be 3 months, or longer if this is reasonable, having regard to the nature and circumstances of the employment. For the purposes of this Agreement, the reference in section 70(3) of the PSM Act to 6 months will be read as 3 months.
- 19.3 At the time of an offer of employment on probation, the Agency will inform the employee in writing of the period of probation that will apply.
- 19.4 At the time a person is appointed on probation, the Agency will inform the person in writing of the criteria and objectives to be met for the appointment to be confirmed.
- 19.5 Probation will provide a supportive process for the employee during which mutual evaluation and decisions about permanent appointment can be made.
- 19.6 The first formal assessment of an employee during the probationary period will occur within one month of the appointment on probation. The Agency must provide the employee with a copy of the assessment report. The employee must be provided with an opportunity to respond within seven working days. If the assessment is sufficiently negative for the Supervisor/Manager to consider recommending that the Delegate terminate the employment, that opinion will be included in the assessment report.
- 19.7 The second formal assessment of an employee during the probationary period will occur within two months of the appointment on probation. The Agency must provide the employee with a copy of the assessment report. The employee must be provided with an opportunity to respond within seven working days. If the assessment is sufficiently negative for the supervisor/manager to consider recommending that the Delegate terminate the employment, that opinion will be included in the assessment report.
- 19.8 Where the period of probation is longer than 3 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 employee at the time of appointment on probation.

20. Classification/Work Value Review

- 20.1 The union(s) may request a review of the classification/work value review on behalf of an employee or group of employees. Where such a review is requested the relevant parties will meet to discuss the merits of the review including those matters outlined in clause 20.2. 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.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- 20.2 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).
- 20.3 Any classification/work value review will be undertaken in consultation with the union(s).

21. Classification Structure

- 21.1 During the life of this Agreement, nominated representatives of the Chief Minister's Department will consider the current ACTPS classification structure with a view to its redevelopment and updating.
- 21.2 The Single Bargaining Unit will be consulted throughout this process.
- 21.3 No outcomes of this review will be implemented without the agreement of the parties.

22. Transfer of Medically Unfit Staff

- 22.1 Despite the provisions of sub-section 56(3) and paragraphs (c) and (e) of sub-section 65(1) of the PSM Act, a medically unfit employee may, by agreement with the employee, be transferred to any position within their current skill level and experience, the classification of which has a maximum salary which does not vary from the top increment of the employee's classification by more or less than 5%.
- 22.2 An employee will not be redeployed in accordance with clause 22.1 unless there is no suitable vacant position at the employee's substantive classification within the Agency.
- 22.3 In considering any proposed transfer under this clause, the employee may invite the union or other representative to assist the employee.
- 22.4 For the purposes of clause 22.1:
- (a) a "medically unfit employee" is an employee who is considered by the Chief Executive, in accordance with paragraph (a) of sub-section 143(1) of the PSM Act, to be an employee who is unable to perform duties appropriate to the employee's classification because of physical or mental incapacity.

23. Superannuation

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

24. Flexible Remuneration Packaging

- 24.1 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.
- 24.2 All costs incurred as a result of remuneration packaging under these provisions will be met by the employee.
- 24.3 The employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in flexible remuneration packaging.
- 24.4 Changes to flexible remuneration packaging arrangements, including taxation changes, will not be a cause for further claims against the employer.
- 24.5 The Agency will continue to provide appropriate information to employees concerning flexible remuneration packaging.

Section C - Allowances

25. Adjustment of Allowances

- 25.1 Expense, disability and skill related allowances provided for in this Agreement are set out in Schedule D. Allowances that are not included in Schedule D will be paid at the rates set out in the relevant Award.
- 25.2 Subject to clause 25.3 the rates for all allowances provided for in this Agreement will be adjusted by the rate of increases in pay in accordance with clause 15.4.
- 25.3 The rates for the Isolated Establishment Allowance, Motor Vehicle Allowance and the Overtime Meal Allowance will be adjusted annually in accordance with advice from Chief Minister's Department.

26. On-Call Allowances

- 26.1 If an employee is required or directed, prior to ceasing duty, by the employee's supervisor to be contactable and available to return to work within a reasonable time outside their ordinary hours of duty (a restricted situation), the employee will be entitled to be paid an on-call allowance of:
- (a) 10% of the employee's hourly rate of salary for each hour restricted Monday to Friday;
 - (b) 15% of the employee's hourly rate of salary for each hour restricted on Saturday and Sunday;
 - (c) 20% of the employee's hourly rate of salary for each hour restricted on public holidays and rostered days off.
- 26.2 An employee's salary for the purpose of calculation of payment under this clause shall include higher duties allowance and other allowances in the nature of salary.
- 26.3 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.
- 26.4 Where approval has been made for payment under clause 26.3 to an employee above the ASO6 (or equivalent) classification, the hourly rate of salary will be the maximum of the ASO6 (or equivalent) classification.
- 26.5 Where an employee who has been in a restricted situation is recalled to duty at the Agency'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.
- 26.6 "Recalled to duty at the Agency'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

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

place of work, but while they are restricted they might be recalled to perform duty at a number of different places of work.

- 26.7 Where an employee who has been in a restricted situation is recalled to duty, but is not required to be recalled to the Agency's 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.
- 26.8 If a recall to duty attracts a minimum overtime payment, subsequent recalls will attract a further minimum overtime payment(s) only if they commence after the minimum payment period has elapsed. For the purposes of this clause, the minimum payment period is either 3 hours or 1 hour, as set out in clauses 26.5 and 26.7, from the commencement of the recall to duty that attracts the overtime payment.
- 26.9 Where employees at the date of certification have more beneficial multiple recall arrangements, those arrangements will continue to apply.

27. Close Call Allowance

- 27.1 If 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 their ordinary hours of duty (a close restricted situation), the employee will be entitled to be paid a close call allowance of:
- (a) 20% of the employee's hourly rate of salary for each hour restricted Monday to Friday;
 - (b) 30% of the employee's hourly rate of salary for each hour restricted on Saturday and Sunday;
 - (c) 40% of the employee's hourly rate of salary for each hour restricted on public holidays and rostered days off.
- 27.2 An employee restricted to close call must:
- (a) remain within a radius of 30 minutes vehicle travelling time from the work site; and
 - (b) commence the return to work journey immediately on being recalled, being within 5 minutes from time of recall.
- 27.3 An employee's salary for the purpose of calculation of payment under this clause shall include higher duties allowance and other allowances in the nature of salary.
- 27.4 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.
- 27.5 Where approval has been made for payment under clause 27.4 to an employee above the ASO6 (or equivalent) classification, the hourly rate of salary will be the maximum of the ASO6 (or equivalent) classification.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- 27.6 Where an employee who has been in a close restricted situation is recalled to duty at the Agency'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.
- 27.7 "Recalled to duty at the Agency'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 they are restricted they might be recalled to perform duty at a number of different places of work.
- 27.8 Where an employee who has been in a close restricted situation is recalled to duty, but is not required to be recalled to the Agency's 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.
- 27.9 If a recall to duty attracts a minimum overtime payment, subsequent recalls will attract a further minimum overtime payment(s) only if they commence after the minimum payment period has elapsed. For the purposes of this clause, the minimum payment period is either 3 hours or 1 hour, as set out in clauses 27.6 and 27.8, from the commencement of the recall to duty that attracts the overtime payment.
- 27.10 Where employees at the date of certification have more beneficial multiple recall arrangements, those arrangements will continue to apply.

28. Rest Relief in Relation to Overtime Performed During Restricted or Close Restricted Situations

- 28.1 Where an employee in a restricted or close restricted situation under clause 26 or clause 27 is recalled to duty, the employee must, other than in exceptional circumstances, be given a genuine opportunity for having 8 continuous hours sleep in the 24 hour period where there is a recall to duty.
- 28.2 In addition to the 8 hours rest relief, the employee must be allowed reasonable time to travel to and from their place of work.
- 28.3 In exceptional circumstances, if an employee is required by the Agency to resume or continue ordinary work time without having the rest relief as set out in clause 28.1, plus reasonable travelling time, the employee must:
- (a) be paid at double rate until they are released from duty for that period; and
 - (b) the employee will then be entitled to be absent until they have had 8 consecutive hours off duty plus reasonable travelling time, without loss of pay for any ordinary working time occurring during that absence.
- 28.4 The parties acknowledge the need for appropriate roster management processes to enable the effective implementation of clause 28.1. The agreed processes for this purpose are set out in Part 2.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

29. Relocation Allowance

- 29.1 The principle behind the relocation allowance is to provide assistance to employees recruited from interstate with the reasonable costs of relocation.
- 29.2 The allowance will involve reimbursement within, or up to, a pre-determined ceiling with the amount to be advised by the manager prior to the move. The amount paid should be fully supported by receipts. The relevant reimbursement ceiling begins at \$12,000 for singles and increases by \$2,000 for each dependant (maximum of six dependants). Reimbursement above six dependents will increase by \$1,750 for each additional dependant. This ceiling will be reviewed by an agreed process through Joint Council.
- 29.3 For the purposes of this clause, dependant does not require actual financial dependency and includes members of the 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.
- 29.4 The Delegate may approve payment in excess of the approved amount or ceiling in exceptional circumstances.

30. Higher Duties Allowance

- 30.1 Higher Duties Allowance is payable to an employee who is directed to temporarily perform the duties of a position with a higher classification.
- 30.2 An employee acting in a position with a maximum salary of an ASO 6 or equivalent, or less will be paid Higher Duties Allowance for a period of 1 day or more.
- 30.3 An employee acting in a position with a salary or maximum salary greater than the maximum salary of an ASO6 or equivalent will be paid Higher Duties Allowance for a period of 5 consecutive days or more. This payment will occur from day 1, provided the total period of higher duties is 5 days or more.
- 30.4 An employee receiving Higher Duties Allowance is entitled to normal incremental progression and any increment gained while performing Higher Duties Allowance is maintained upon cessation of the higher duties.
- 30.5 Previous Higher Duties Allowance service will be considered in determining the appropriate salary point for future periods of higher duties.
- 30.6 Where the period of Higher Duties Allowance is expected to exceed 6 months the vacancy will be advertised within the ACTPS.
- 30.7 Periods of HDA should not normally extend beyond 12 months. If after 12 months the position is nominally vacant it will be advertised unless there are exceptional circumstances.

Section D - Job Security

31. Outsourcing/Use of Contractors

- 31.1 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.
- 31.2 For the purpose of implementing this clause a Joint Working Party will provide advice and recommendations to the Joint Council about strategies:
- (a) to minimise the use of consultants/contractors across the ACTPS;
 - (b) to minimise the use of sub-contractors and increase the use of direct employment of workers across the ACTPS;
 - (c) to review and assess outsourced services with the ambition of returning these to direct ACT Government provision where the review demonstrates a beneficial outcome to the community;
 - (d) to support direct employment relationships, but where sub-contractors are operating, that industrial and legal mechanisms to protect their rights, be developed and implemented; and
 - (e) to jointly review the operation of the purchaser-provider model and make recommendation about the implementation of alternative models.
- 31.3 This Joint Working Party will:
- (a) consist of 3 Union and 3 Government representatives;
 - (b) be chaired by a Government representative;
 - (c) provide written reports to each Joint Council meeting; and
 - (d) be provided with quarterly reports on the use of consultants/ contractors across the ACTPS. The first of these reports will be provided by the end of January 2005.
- 31.4 Any recommendations of the Joint Working Party endorsed by the Joint Council will be referred to the Management Council for information and to relevant Chief Executives for implementation.
- 31.5 The Agency will:
- (a) inform the JUMCC of any recommendations endorsed by the Joint Council; and
 - (b) provide the JUMCC with regular reports on the use of consultants/contractors in the Agency. The first of these reports will be provided by the end of January 2005.
- 31.6 To assist in the promotion of permanent employment for employees, the Agency will ensure that the employees of any consultants/contractors the Agency proposes to engage receive fair and reasonable pay and conditions, having regard to any applicable industrial instruments, including Awards and Certified Agreements of the AIRC.

32. Casual and Temporary Employment

- 32.1 In order to promote permanent employment for employees in the ACTPS, the Agency will endeavour to minimise the use of temporary and casual employment.
- 32.2 The Agency agrees to the use of temporary employees only where there is no employee available in the ACTPS with the expertise, skills or qualifications required for the duties to be performed or the assistance of a temporary nature is required by the Agency for the performance of urgent or specialised work within the Agency and it is not practical in the circumstances to use the services of an existing employee.
- 32.3 The parties acknowledge that there may be circumstances where the Agency has to undertake a program or task which requires dedicated resources by persons with skills or experience for which the engagement of such persons on a casual basis is needed for the operational requirements of the Agency.
- 32.4 However, where any proposed employment arrangements will involve a regular and systematic pattern of work and where the person has a reasonable expectation that such arrangements will continue, then the Agency should consider engaging the person on a different basis, including on a permanent or temporary basis.
- 32.5 Where a position has been nominally vacant for a continuous period exceeding twelve months, the Agency will consult with the union(s) on the circumstances for this and the feasibility of proceeding to fill the position on a permanent basis. The parties agree to review the operation of this clause during the life of this Agreement.

33. Privatisation

- 33.1 In order to promote job security of employees, the parties agree that privatisation of a government entity may only occur where:
- (a) the entity does not perform a role central to the functions of government; and
 - (b) disadvantaged groups would not be negatively affected by the privatisation; and
 - (c) a social impact statement has been completed which indicates that there is a demonstrated public benefit from the sale.
- 33.2 In the event that privatisation of the Agency or a service or services currently supplied by an Agency is under consideration, the parties will consult on the implications for employees and the Agency from these proposals.
- 33.3 Where such privatisation is under consideration, the Agency will provide the necessary reasonable resources to develop an in-house bid and this bid will be prepared either off-site or on-site as determined by the Agency and subject to consideration on equal terms to any other bid. An independent probity auditor will be appointed by the Agency to oversee the assessment of the in-house bid.

Section E - Recognition of Work and Life Responsibilities

34. Introduction

- 34.1 The ACT Government is committed to the concept of work and life balance and recognises the importance of employees balancing their work and personal life.
- 34.2 It is 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, it is clear that employees have different needs at different times.
- 34.3 The Agency 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 their working lives, are supported in this manner.

35. Management of Excessive Hours

- 35.1 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.
- 35.2 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.
- 35.3 The Agency will consult with Union(s) through the JUMCC about the development and implementation of appropriate strategies to deal with issues associated with both paid and unpaid overtime.

36. Employees with Caring Responsibilities

- 36.1 Carers are employees who provide, in addition to their normal family responsibilities, care and support on a regular basis to other family members or

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

other persons who are sick or ageing, have an injury, have physical or mental illness, or a disability.

36.2 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.

36.3 The Agency recognises that carer responsibilities vary considerably, depending on the level of care and assistance required and may be suddenly imposed, or may increase gradually. It is also recognised that, generally, employees are able to provide care and assistance outside normal working hours. However, there are times they are required to provide more support or assistance because of illness, injury or disability.

36.4 To assist employees in balancing their 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;
- (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.

36.5 Access to the leave entitlements listed in clause 36.4 are as provided for in this Agreement or the PSM Standards.

37. Volunteering

37.1 The parties recognise the community partnerships between ACT Government agencies and their volunteers and the valuable contribution to the ACT community that volunteers make.

37.2 Accordingly, the Agency will support employees who take part in volunteering activities where they choose to do so.

38. Mature Age Employment Strategy

38.1 The parties acknowledge the importance of a diverse workforce in the Agency, including the continuing participation, where mutually convenient, of mature age employees.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- 38.2 The parties also acknowledge that a Mature Age Employment Strategy Working Group is preparing an issues paper for the consideration of Government. The outcomes from the issues paper relating to the ACTPS will be referred to the Joint Council for consideration.
- 38.3 Any outcomes of the issues paper endorsed by the Joint Council will be referred to the Management Council for information and to relevant Chief Executives for implementation.
- 38.4 The Agency will inform the JUMCC of any outcomes endorsed by the Joint Council.

39. Scheduling of Meetings

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

40. Regular Part Time Work and Job Sharing

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

Regular Part-time Work

- 40.2 Employees who work part time hours are those whose regular hours of work are less than those of a full time employee for that relevant classification over a four week period.
- 40.3 The Agency is committed to providing employees with opportunities to access part-time work so that they can more easily balance their work and life responsibilities. These responsibilities might include primary responsibility for a pre-school child, care of elderly parents or caring for a family member with a disability.
- 40.4 Applications for part-time work will be considered on the basis of the personal needs of the employee, taking into consideration operational requirements.
- 40.5 For employees returning from maternity or parental leave see clause 61.

Job Sharing

- 40.6 Job sharing arrangements may be introduced by agreement between the Delegate and the employees involved, subject to operational requirements. Employees working under job sharing arrangements share one full-time job and will be considered to be part-time with each working part-time on a regular, continuing basis.
- 40.7 Full-time employees or their representatives must request in writing permission to work in a job sharing arrangement. The Delegate will agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- 40.8 The pattern of hours for the job sharing arrangement will be agreed between the employees and the Delegate. However, any single attendance at the office-based worksite will be for not less than three consecutive hours.
- 40.9 An employee who is in a job sharing arrangement and who was previously working full-time may revert to full-time employment before the expiry of the agreed period of job sharing if all parties to the arrangement agree. In the event that either employee ceases to participate in the job sharing arrangement, the arrangement will terminate.
- 40.10 Any other conditions applying to regular part time work and job sharing will be as provided in the relevant Awards.

41. Home Based Work

- 41.1 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.
- 41.2 Home based work, on a regular basis, is a voluntary arrangement which requires the agreement of both the Agency and the employee. Employee initiated requests will be considered, having regard to operational requirements and the suitability of the work.
- 41.3 In determining appropriate home based work arrangements, managers and employees will consider a range of matters, including:
- (a) appropriate and effective communication with office based staff;
 - (b) the need to ensure adequate interaction with colleagues;
 - (c) the nature of the job and operational requirements;
 - (d) privacy and security considerations;
 - (e) health and safety considerations;
 - (f) the effect on clients; and
 - (g) adequate performance monitoring arrangements.
- 41.4 Home based work arrangements may be terminated by the Agency on the basis of operational requirements, inefficiency of the arrangements, or failure of the employee to comply with the arrangements.
- 41.5 An employee may terminate home based work arrangements at any time by giving reasonable notice to their manager.
- 41.6 There may also be occasions where it is appropriate for an employee to work from home on an ad hoc basis. In these circumstances, arrangements to work from home are to be negotiated on a case by case basis between the employee and the manager.
- 41.7 Home computing facilities may be provided where the need is agreed between an individual employee and their manager. Provision of equipment will be subject to occupational health and safety requirements and to an assessment of technical needs by the manager.

42. Vacation Childcare Program

42.1 This clause applies to an employee with school age children who makes an application for annual leave, purchased leave or long service leave during school holidays that is rejected. In these circumstances the Agency will make payment to the employee for each calendar year based on:

- (a) \$20 per day towards the cost of each school child enrolled in an accredited school holiday program;
- (b) up to a maximum of \$100 per child per 5 days;
- (c) up to a maximum of 10 days per child per year;
- (d) up to a maximum of 3 children;
- (e) reimbursement on production of a receipt.

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

42.2 Temporary employees will only be eligible for the payment if they will be or have been employed by the Agency for a period of at least 12 months.

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

42.4 The payment will be made regardless of the length of time the child is in the program each day, but it cannot exceed the actual cost incurred.

42.5 An employee whose domestic partner receives a similar benefit from his/her employer is not eligible for the payment.

43. Family Care Costs

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

44. Nursing Mothers

44.1 Employees who are breastfeeding will be provided with the facilities and support necessary to enable them to combine a continuation of such breastfeeding with their employment.

44.2 The parties note that significant sized agencies are required to establish and maintain a room for nursing mothers. Lactation consultants are available to advise on the needs of a room. Often a room requires little outlay other than a clean refrigerator, sink and a comfortable chair. Guidelines should be established governing the use of the room to ensure access, privacy and hygiene standards. Where there is no other space available, a first aid room may be used, and the guidelines governing its use amended accordingly.

44.3 Up to one hour paid lactation breaks per day/shift will be available for nursing mothers.

44.4 Regular part time work will be available to nursing mothers returning to work in accordance with clause 61.

Section F – Flexible Working Arrangements

45. Flextime

- 45.1 Flextime provides the framework for an 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.
- 45.2 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 ie a manager may require an employee not to accumulate flex credits where there is insufficient work.
- 45.3 Subject to clause 45.4, employees at or below the Senior Officer Grade C level (or equivalent) will have access to flextime.
- 45.4 Flextime is not accessible by employees who are engaged in shift work or those employees entitled to rostered days off in accordance with any applicable Award or industrial agreement.
- 45.5 Arrangements for flextime will be in accordance with operational requirements, occupational health and safety principles and the personal needs and responsibilities of the employee.
- 45.6 An employee must not work for longer than five hours without a break for a meal of a minimum of thirty minutes.
- 45.7 Other than provided for in this clause, the arrangements and processes for accessing flextime are contained in Part 2 of this Agreement.

46. Flexible Working Arrangements for Senior Officer Grade A and B and Equivalent Employees

- 46.1 The Agency has a responsibility to minimise the extent to which excessive hours are worked by its employees. As far as practicable, the Agency will develop strategies to try to reduce the incidence of excessive hours being worked.
- 46.2 However, the Agency 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 their duties and responsibilities, may be required to work extensive hours over a significant period.
- 46.3 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 manager (but must be at least 36 $\frac{3}{4}$ hours per week). In considering these working arrangements, the employee and the manager will take into account in particular:

- (a) the operational requirements and workload demands of the Agency or business unit; and
- (b) the interests of the employee in achieving a reasonable balance of their work and personal life.

46.4 In recognition of excessive hours that may be performed by employees who are at the Senior Officer Grade A and B (or equivalent) classification levels, the arrangements set out in clauses 46.5 to 46.8 will apply. These arrangements do not apply to Senior Officer Grade A and B (or equivalent) classifications who work shift work.

46.5 An employee in the Agency at the date of certification of the Agreement will be eligible to access the credit hours under clause 46.8 if the manager is satisfied that the employee has worked in excess of 36.75 hours additional to their normal hours of work during the 12 months prior to the date of certification

46.6 An employee who commences in the Agency after the date of certification of the Agreement will be eligible to access the credit hours under clause 46.8 once the employee's manager is satisfied that the employee has worked in excess of 36.75 hours additional to their normal hours of work since the time they commenced in the Agency.

46.7 At the conclusion of the 12 month period after the credit hours have been granted under either clause 46.5 or 46.6, an employee will be eligible to access the credit hours under clause 46.8, provided that the employee's manager is satisfied that the employee has worked in excess of 36.75 hours additional to their normal hours of work during the previous 12 month period.

46.8 Once an employee satisfies the requirements of either clauses 46.5, 46.6 or 46.7, 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 12 months of the credit hours being granted, at a time agreed between the employee and the manager;
- (b) the credit hours not taken by the employee within 12 months of the credit hours being granted will lapse; and
- (c) the credit hours are granted on the basis that employees will maintain appropriate records.

47. Christmas Shutdown

47.1 The Christmas shutdown period refers to the working days between 28 December and 31 December inclusive.

47.2 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 54.1. This leave will count as service for all purposes.

47.3 Only those employees who are directed or rostered to work during this period may attend for work over the Christmas shutdown period.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- 47.4 Employees who are directed to work or are working under rostering arrangements (other than those described in clause 47.5) during the shutdown period will be entitled to take the two days paid leave at a time agreed between the employee and the relevant manager/supervisor.
- 47.5 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 they received for working on the two days or would have received had they worked on those two days.
- 47.6 Employees with an entitlement to Union Picnic Day under clause 54.3 will, for the day declared under clause 54.1(j), either attend work if directed or rostered or apply for another form of leave or entitlement (eg annual leave/rostered day off).

Section G - Leave

48. Personal Leave

- 48.1 Personal leave combines sick leave, carer's leave and leave in special circumstances as provided in the Public Sector Management Standards. The eligibility requirements for personal leave that are provided in the Public Sector Management Standards will continue to apply except where varied under this clause.
- 48.2 An employee is entitled to 18 days full pay personal leave per accrual year. This 18 day entitlement is accumulative.
- 48.3 A maximum of 7 days without a medical certificate, for personal illness or the illness of a member of the immediate family or household, can be taken within an accrual year. If a medical certificate is not produced when an employee applies for leave for personal illness or the illness of a member of the immediate family, or household, the Delegate may grant personal leave up to 3 consecutive working days.
- 48.4 The Agency may, with reasonable cause, request medical certification for any absence at the time of notification of the absence.
- 48.5 The Agency will accept medical certificates from all medical service providers recognised by a registered health fund.
- 48.6 Subject to the approval of the Delegate, in special circumstances employees may elect to utilise personal leave at half pay for absences of at least one week (subject to deduction from credits at a rate of 50% per day).
- 48.7 There is no restriction on the amount of personal leave up to the available credit able to be utilised and approved in relation to the illness of a member of an employee's immediate family or household.
- 48.8 Subject to clause 48.9, managers may approve personal leave other than for personal illness, or the illness of a member of the immediate family or household in special circumstances. Special circumstances cover extraordinary or unforeseen circumstances where it is essential that the employee have leave from the workplace. In these special circumstances, reasonable evidence may be required by the manager.
- 48.9 A maximum of 4 days leave in special circumstances can be taken within an accrual year. These 4 days are in addition to the 7 days personal leave without medical certificate. Any leave in special circumstances granted under this clause will be deducted from the employee's personal leave credit and, to avoid doubt, does not require a medical certificate.

49. Bereavement Leave

- 49.1 Bereavement leave with pay applies from the first day of service and counts as service for all purposes.
- 49.2 Employees are entitled to up to three days leave (non-cumulative) on each occasion of a death of a member of the employee's immediate family or household; and on the death of an employee's parent, parent of domestic partner, foster parent, step parent, step sibling, guardian or foster child.
- 49.3 Bereavement leave granted of at least one day whilst on another type of leave will result in the re-crediting of that leave.
- 49.4 Further paid or unpaid bereavement leave, in addition to clause 49.2, may be granted if considered appropriate by the Delegate.

50. Annual Leave

- 50.1 Employees are entitled to 20 days annual leave (or the equivalent period as expressed in Part 2 of this Agreement), for each full year worked. Where less than a full year is worked, employees are entitled to annual leave on a pro-rata basis.
- 50.2 Part-time employees will accrue a pro-rata credit based on the number of part-time hours worked.
- 50.3 Shift-workers will accrue annual leave in accordance with the relevant Award.
- 50.4 The parties agree that, consistent with the purpose of annual leave:
- (a) employees will be encouraged to use their annual leave entitlement within the year that it accrues; and
 - (b) Managers/Supervisors should approve applications by employees to take their annual leave in the year that it accrues, subject to operational requirements.
- 50.5 If a Manager/Supervisor does not approve an application by an employee for annual leave because of operational requirements, the Manager/Supervisor will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.
- 50.6 Where an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.
- 50.7 An employee who is medically unfit for duty for one day or longer while on annual leave and who produces satisfactory medical evidence may apply for personal leave. In these circumstances, annual leave will be re-credited for the period of personal leave granted.
- 50.8 On the implementation of the new Human Resource System Solution, annual leave will accrue daily and be credited on a fortnightly basis.

51. Annual Leave Loading

- 51.1 Employees who are entitled to annual leave under clause 50 will be paid an annual leave loading.
- 51.2 The amount of an employee's entitlement under clause 51.1 will be based on whichever is the greater of the following:
- (a) 17.5% of the employee's annual salary and any entitlements the employee would have received had the employee commenced annual leave on 1 January (excluding shift penalties); or
 - (b) any shift penalties which the employee would have received had the employee not been on approved annual leave.
- 51.3 Where an employee's entitlement is based on clause 51.2(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.
- 51.4 Part time employees will be paid the annual leave loading on a pro rata basis.
- 51.5 An employee whose services cease and who is entitled to payment in lieu of accumulated annual leave or pro rata annual leave will be paid any accrued annual leave loading not yet paid and leave loading on pro rata annual leave entitlement due on separation.
- 51.6 The annual leave loading will be paid in accordance with the agreed process set out in Part 2 of this Agreement.

52. Half Pay Annual Leave

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

53. Purchased Leave

- 53.1 Subject to clause 53.2, employees may purchase additional leave up to a maximum of 6 weeks. This additional leave is without pay and accounted for by a fortnightly deduction of salary over a twelve month period.
- 53.2 Approval to purchase additional leave is subject to both the operational requirements of the workplace and the personal responsibilities of the employee.
- 53.3 Employees may commence participation in purchased leave arrangements from the beginning of each quarter in the year. Alternative commencement dates will be permitted either by the agreement of the employee and the Agency or if the employee experiences unforeseen personal circumstances.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- 53.4 All such leave purchased will be taken within a twelve month period from the date of commencement in the Scheme. Purchased leave not taken will be forfeited and the value of the leave refunded at the end of the calendar year.
- 53.5 Purchased leave will count as service for all purposes.
- 53.6 The purchase of additional leave under this clause will not affect the superannuation obligations of the employer and/or the employee involved.

54. Public Holidays

- 54.1 In accordance with the *Holidays Act 1958*, employees will be entitled to the following public holidays without loss of 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.
- 54.2 Public holidays set out in clause 54.1 may be substituted in accordance with the provisions of the *Holidays Act 1958* or industrial instruments.
- 54.3 A paid public holiday, being the first Monday in March, will apply to those employees:
- (a) for whom an entitlement for Union Picnic Day exists; and
 - (b) who provide the Agency with proof of purchase of a Union Picnic Day ticket.
- 54.4 An employee who has an entitlement to Union Picnic Day is not entitled to substitute that day for the day declared under clause 54.1(j), whether or not the employee has provided the Agency with proof of purchase of a Union Picnic Day ticket.

55. Long Service Leave

- 55.1 Entitlements for long service leave under the PSM Act will apply except that:
- (a) employees may be granted leave to the extent of pro-rata long service leave credits after 7 years eligible service;
 - (b) employees will receive payment on separation of any pro-rata entitlements after 7 years eligible service; and
 - (c) employees may be granted leave in blocks of not less than 7 days/shifts if they so request.
- 55.2 The Agency and employees recognise and accept their mutual responsibility to encourage utilisation of long service leave.
- 55.3 Long service leave may be taken on double, full or half pay when approved by the Delegate and subject to operational requirements, with credits to be deducted on the same basis.
- 55.4 If a Manager/Supervisor does not approve an application by an employee for long service leave because of operational requirements, the Manager/Supervisor will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.

56. Other Leave

- 56.1 Other leave may be approved by the Delegate with or without pay, depending on the purpose of the leave.
- 56.2 Other leave provisions are set out in Schedule E to this Agreement.

57. Paid Maternity Leave

- 57.1 Employees are entitled to 14 weeks paid maternity leave where sections 168 and 170 of the PSM Act apply.
- 57.2 Entitlements for maternity leave under the PSM Act will apply except that:
- (a) employees may spread the payments for the 14 week paid maternity leave absence over a 28 week period at half pay. The additional period of paid maternity leave will count as service for all purposes; and
 - (b) the Delegate may approve, subject to a medical certificate, an employee taking paid maternity leave in a non-continuous manner, provided that recreation leave and long service leave will not be approved until the employee has used all of their paid maternity leave entitlement.
- 57.3 The entitlement to 14 weeks paid maternity leave, or to 28 weeks paid maternity leave at half pay, may be taken in any combination subject to the requirements in section 173 of the PSM Act on the production of a medical certificate on the fitness for duty.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

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

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

58. Paid Primary Care Giver Leave

58.1 Where an employee, other than an employee entitled to paid maternity leave under clause 57, demonstrates that they are the primary care giver of a new born or adopted child, then, subject to clause 58.3, the provisions of clause 57 will apply.

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

Example 2: the primary care giver may be the domestic partner of the mother.

58.2 For the purposes of this clause a new born is considered to be a baby of up to 14 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 14 weeks of the adoption. In extenuating circumstances, the Chief Executive may approve paid primary care giver leave when a new born is more than 14 weeks old.

58.3 The total combined entitlement under this clause and clause 56 and equivalent clauses in any other ACTPS Certified Agreement is 14 weeks of paid leave, which may be taken in any combination by the primary care giver provided that the mother and the other employee entitled to primary care giver leave do not take these forms of paid leave concurrently.

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

58.5 Entitlements under this clause do not extend the maximum period parental leave available.

59. Paid Bonding Leave

59.1 Employees are entitled to 5 days paid bonding leave at the time of the birth or adoption of a child by the domestic partner.

59.2 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.

60. Unpaid Parental Leave

60.1 In addition to the provisions for paid maternity leave and paid primary care giver's leave as set out in clauses 57 and 58, employees are entitled to unpaid Parental Leave. This clause should be read in conjunction with the PSM Standards.

60.2 Parental leave is without pay and does not count as service.

60.3 The maximum period of parental leave is 40 weeks. This is in addition to the 14 weeks paid maternity leave or paid primary care giver's leave. Any period of maternity leave without pay will be deducted from the 40 weeks parental leave.

60.4 Where an employee's domestic partner is also an employee of the ACTPS, the aggregate period of parental leave and maternity leave without pay must not exceed 66 weeks.

61. Regular Part-Time Employment Following Leave Under Clauses 57, 58 or 60

61.1 Employees returning from paid maternity, paid primary care giver or unpaid parental leave will be entitled to access regular part-time employment for a period up to two years from the birth or adoption of their child.

61.2 Either the employee who accesses paid maternity leave under clause 58.1 or the mother who is entitled to and accesses paid maternity leave under clause 57 will be entitled to access regular part-time employment as provided in clause 61.1.

Section H – Learning and Development

62. Learning and Development Arrangements

- 62.1 The Agency is committed to attracting and retaining skilled employees able to deliver high-quality outcomes for the Government and for the Canberra community.
- 62.2 The parties are committed to quality learning and development for employees as provided for in the ACTPS Learning and Development Framework.
- 62.3 In order to effectively implement this Framework, the parties agree to the following arrangements:
- (a) Union(s) will be consulted through the JUMCC 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.
- 62.4 For the purposes of this clause, resources includes but is not limited to:
- (a) Employees;
 - (b) Time;
 - (c) Funding (where required); and
 - (d) Equipment.

Section I - Performance Culture

63. Commitment to a Performance Culture

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

64. Purpose and Principle Objectives

64.1 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.

64.2 The benefits and goals of performance management include:

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

65. Performance Management Schemes

65.1 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.

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

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

66. Reward and Recognition

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

66.2 The Agency will participate in the annual Commissioner for Public Administration Awards which have been developed to complement existing Agency-based reward and recognition schemes.

66.3 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.

Section J - Managing Under-Performance

67. Objective; and Application

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

Commencement of Formal Under-Performance Procedures

68. Step One: Action Plan

- 68.1 Where a manager considers that an employee's work performance is not satisfactory and the manager has previously discussed concerns about the employee's performance with the employee and the problem continues or recurs, the manager will inform the employee in writing of this assessment and the reasons for it. The employee will be invited by the manager to provide the manager with

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

written comments on this advice, including any reasons that may have contributed to the recent standard of work performance of the employee.

- 68.2 After taking into account the comments from the employee, the manager must prepare an action plan designed to improve the work performance of the employee.
- 68.3 This action plan will be developed by the manager in consultation with the employee.
- 68.4 The manager will invite the employee to have another party present during discussions on developing the action plan and allow reasonable opportunity for this to be arranged.
- 68.5 The action plan will:
- (a) identify the expected standard of work required of the employee on an on-going basis;
 - (b) develop training and development strategies that the employee should undertake;
 - (c) outline the potential implications if the employee does not meet the expected standard; and
 - (d) specify an assessment process and period for the action plan (the action plan period), which should not normally be less than one month and should not exceed three months.
- 68.6 Any current performance agreement for the employee will be suspended during the period of the action plan. Any incremental advancement for the employee will be suspended during the action plan period.

69. Step Two: Regular Assessment

- 69.1 During the action plan period, the manager will make regular written assessments (desirably every fortnight) of the employee's work performance under the action plan. The employee will be given an opportunity to provide written comments on these assessments.
- 69.2 If at the end of the action plan period, the manager considers that further time is needed for a fair assessment to be made, then the manager may extend the action plan period by up to a further three months. The manager will inform the employee in writing of this decision before the end of the action plan period.

70. Step Three: Final Assessment/Report

- 70.1 If at the end of the action plan period, the manager assesses the work performance of the employee as satisfactory, no further action will be taken under these procedures. The manager will inform the employee in writing of this conclusion.
- 70.2 If at the end of the action plan period, the manager assesses the work performance of the employee as not satisfactory, the manager will provide an assessment report to the Delegate.

71. Step Four: Under-Performance Action

71.1 The Delegate will advise the employee in writing:

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

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

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

71.3 At any time after 7 days from the date the Delegate informed the employee under clause 71.1, the Delegate may, after taking into consideration any written comments from the employee, take any of the under-performance actions outlined in the information provided to the employee under clause 71.1. The Delegate will inform the employee in writing of this decision.

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

72. Appeal Rights

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

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

Section K - Discipline

73. Objective; and Application

- 73.1 Under this Section, procedures are established for managing discipline issues arising from misconduct by an employee. The objective of these procedures is to encourage the practical and expeditious resolution of discipline issues in the workplace.
- 73.2 These procedures must be applied in accordance with the principles of natural justice and procedural fairness and in a manner that promotes the values and general principles of the ACTPS.
- 73.3 These procedures do not apply to short-term temporary employees, casual employees or employees during a probationary period.
- 73.4 These procedures apply to the exclusion of provisions contained in Part 1X of the PSM Act, other than section 218 and section 220, and the discipline procedures contained in the ACT Public Sector Management Standards and Best Practice Notes, except where any of the provisions are specifically provided for in this clause.
- 73.5 The manner in which decisions and actions taken in relation to the management of disciplinary issues under this Agreement may be reviewed is set out in clause 81. These procedures will apply to the exclusion of the rights of appeal and review under the PSM Act and the internal review procedures contained in Section L of this Agreement.

74. When Discipline Action May Be Taken

- 74.1 Discipline action may be taken in any of the following circumstances where an employee:
- (a) fails to meet the requirements set out in section 9 of the PSM Act;
 - (b) engages in conduct described in Workplace Relations Regulation 30CA;
 - (c) returns to duty after a period of unauthorised absence and does not offer a satisfactory reason on return to work;
 - (d) is convicted of a criminal offence or where a court finds that an employee has committed an offence but a conviction is not recorded. The circumstance(s) and seriousness of the offence will be taken into consideration, the duties of the employee and the interests of the ACTPS and/or the interests of the Agency will also be considered;
 - (e) does not notify the Agency of criminal charges in accordance with clause 82.1.

75. Discipline Procedures; General Consideration;

- 75.1 The procedures set out in clauses 77 to 80 constitute a framework for addressing disciplinary issues and will be implemented in so far as circumstances allow.
- 75.2 The Delegate may, in circumstances where there are allegations of serious misconduct as defined in Workplace Relations Regulation 30CA, move to a later

step in the procedures, including the final step (eg final warning or termination of employment) without going through any or all of the previous steps. In these circumstances, alternatives to counselling and warnings may be appropriate and may be taken by the Delegate before misconduct is determined. Such actions by the Delegate may include immediate transfer to other duties, suspension with or without pay, or re-allocation of duties.

75.3 Where misconduct is found to have occurred, one of the following actions is available to the Delegate:

- (a) counselling of the employee;
- (b) a written admonishment;
- (c) a financial penalty;
- (d) transfer to other duties (at or below current salary);
- (e) reduction in incremental point;
- (f) a temporary or permanent reduction in classification/salary;
- (g) suspension with or without pay; or
- (h) termination of employment.

75.4 Discipline action under this clause must be proportionate to the degree of misconduct concerned. In determining the appropriate discipline action to be taken, the following factors must be considered:

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

75.5 In order to ensure that these procedures operate in a fair and transparent manner, the manager will be responsible for making written records of all relevant discussions under these procedures. The employee will be given the opportunity to comment on any such records before signing them. Formal records of discipline action taken should be managed consistent with the applicable legislation.

76. Suspension

76.1 The following procedures apply where a Delegate is considering suspending an employee under clauses 75.2 or 82.3 and the Delegate is satisfied that it is in the public interest, the interests of the service or in the interests of the Agency that the employee be suspended.

76.2 The Delegate will not suspend an employee without first giving the employee an opportunity to be heard, unless in the opinion of the Delegate it would not be appropriate in the particular circumstances to give the employee such an opportunity.

76.3 If the Delegate is of the opinion that the suspension action should be taken immediately, the Delegate may take the suspension action considered necessary first, and then give the employee an opportunity to be heard.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- 76.4 The Delegate will notify the employee to be suspended the reasons why they are being suspended. The employee will be given an opportunity to respond to the suspension notice. The Delegate will then consider the employee's statement and any other relevant information, assessing the nature and seriousness of the offence, the relevance of the offence to the nature of the duties of the employee, and the circumstances in which the offence was committed prior to a direction of suspension being given.
- 76.5 The Delegate will, if the suspension continues for more than 30 days, consider whether the suspension should be removed.
- 76.6 An employee suspended without pay may seek alternate employment outside the ACTPS for the period of the suspension.
- 76.7 An employee suspended without pay may apply to the Delegate, in cases of hardship, for the granting accrued entitlements of long service and/or recreation leave only or reversion to suspension with pay.
- 76.8 An employee whose salary is reduced under this clause and who is later acquitted of the criminal offence, or found not to have been guilty of the misconduct, is entitled to be repaid the amount by which the employee's salary was reduced.
- 76.9 An employee who is permitted to take leave under clause 76.7 and who is later acquitted of the criminal offence, or found not to have been guilty of the misconduct, is entitled to be recredited with the period of leave that was taken.
- 76.10 Where an employee has been suspended under this clause:
- (a) is later found guilty of the criminal offence (whether or not a conviction is recorded), or is found guilty of misconduct; and
 - (b) is dismissed because of the offence or misconduct;

a period of suspension under this clause does not count as service for any purpose, unless the Delegate decides otherwise.

Discipline Procedures**77. Step One: Informal Discussion**

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

Commencement of Formal Discipline Procedure;

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

- 78.1 Upon becoming aware of possible instances of misconduct by an employee, the manager will counsel the employee about the alleged misconduct to assist the employee to improve his or her conduct. Prior to counselling, the manager will:
- (a) inform the employee of the nature of the alleged misconduct in writing, at least 24 hours prior to an interview being conducted, and of the correct conduct required;
 - (b) invite the employee to have another party present during counselling and allow reasonable opportunity for this to be arranged; and
 - (c) advise the employee that the manager will also have a witness present and that a record of the interview will be kept and the employee will be invited to sign the record of interview.
- 78.2 During counselling, the manager will:
- (a) explain the nature of the alleged misconduct and the possible implications of the misconduct (ie. the range of discipline actions being considered), and, if appropriate, formally warn the employee in writing of these possible implications;
 - (b) give the employee a reasonable opportunity to respond to allegations before forming a conclusion, (if not possible during the counselling, in light of the employee's response to any allegations, the manager should as soon as practicable take any further action the manager considers necessary to establish the facts of the allegations. This may require a subsequent meeting);
 - (c) formulate a plan of action, including, setting out the required standards of conduct and other such steps designed to improve the employee's conduct; and
 - (d) set out time frames for review of the employee's subsequent conduct if appropriate.
- 78.3 A record of the interview will be provided to the employee and the employee will be given the opportunity to correct any inaccuracies and provide comments before signing the record. If the employee elects not to sign the record, then details of the offer will be clearly noted.
- 78.4 If a formal written warning is given, the employee will be clearly advised that that the counselling constitutes a "first warning" and that continuing misconduct (or a recurrence of the misconduct of a serious nature as defined in Workplace Relations Regulation 30CA) could result in discipline action up to and including dismissal.
- 78.5 Where misconduct is sufficiently serious then discipline action may be taken at this point up to and including termination of employment in accordance with clauses 80.4 and 80.5. If such action is being contemplated, the employee may also seek to have another party represent them in any discussions provided that the employee is also present.

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

- 79.1 Where the manager considers that the employee's conduct has not improved (or a recurrence of the misconduct of a serious nature as defined in Workplace Relations Regulation 30CA), the manager will again counsel the employee about the alleged misconduct to assist the employee to improve his or her conduct. The pre-counselling, counselling and record keeping requirements are the same at this stage as set out in Step Two except that the outcome of previous counselling will be included in the new record.
- 79.2 If appropriate, the employee should be clearly advised that the counselling comprises a "second and final warning" and that continuing misconduct (or a recurrence of the misconduct of a serious nature as defined in Workplace Relations Regulation 30CA) could result in action up to and including termination of employment.
- 79.3 Where misconduct is sufficiently serious then discipline action may be taken at this point up to and including termination of employment in accordance with clauses 80.4 and 80.5. If such action is being contemplated, the employee may also seek to have another party represent them in any discussions provided that the employee is also present.

80. Step Four: Discipline Action

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

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

80.5 At any time after 5 working days from the date the employee was informed under clause 80.4, the Delegate may, after taking into consideration any written comments from the employee, take any of the discipline action outlined in the information provided to the employee under clause 80.4(c). The Delegate will inform the employee in writing of this decision.

81. Appeal against Discipline Action

81.1 The employee has the right under Section M to appeal any discipline action taken under this Section, except action to terminate the employee's employment.

81.2 The employee has the right to bring an action under Division 3 of Part VI A of the WR Act in respect of any decision under this Agreement to terminate the employee's employment. This will be the sole right of review of such a decision.

82. Criminal Charges and Offences

82.1 An employee will advise the Delegate in writing of any relevant criminal charges laid against the employee where the employee has reasonable grounds for believing that the interests of the Agency or of the ACTPS may be adversely affected taking into account:

- (a) the circumstances and seriousness of the alleged offence;
- (b) the duties of the employee; and
- (c) the effective management of the work area.

82.2 Where an employee is imprisoned, the provisions of section 218 of the PSM Act will apply.

82.3 In circumstances other than those provided for in clause 82.2, the Delegate may suspend the employee in accordance with the suspension arrangements under clause 76, depending on the nature of the charges.

82.4 If the employee is subsequently convicted of a criminal offence, or where a court finds that an employee has committed an offence but a conviction is not recorded, the employee will provide a written statement regarding the circumstances of the offence to the Delegate within 5 working days.

82.5 The circumstance and seriousness of the offence, and any effect on the interests of the ACTPS and/or the interests of the Agency, will be taken into consideration by the Delegate in determining whether further discipline action is appropriate.

82.6 For purposes of clause 82.5, one of the following actions is available to the Delegate:

- (a) no further action;
- (b) counselling of the employee;
- (c) a written admonishment;
- (d) a financial penalty;
- (e) transfer to other duties (at or below current salary);
- (f) reduction in incremental point;
- (g) a temporary or permanent reduction in classification/salary;
- (h) suspension (with or without pay); or
- (i) termination of employment.

Section L - Internal Review Procedures

83. Objective; and Application

- 83.1 Under this Section, procedures are established for employees to seek a review of management actions that affect them.
- 83.2 These procedures must be applied in accordance with the principles of natural justice and procedural fairness and in a manner that promotes the values and general principles of the ACTPS.
- 83.3 These procedures apply to all employees covered by this Agreement.
- 83.4 The provisions of this Section will apply to the exclusion of the grievance and promotion/temporary performance appeal provisions contained in the PSM Act.
- 83.5 For the purposes of this Section, an action includes a decision and a refusal or failure to make a decision.

84. Decisions; and Actions; Excluded

- 84.1 The following decisions and actions are excluded from the rights of an employee to seek a review under these procedures set out in this Section (note this does not preclude the right to seek review under other processes):
- (a) actions regarding the policy, strategy, nature, scope, resourcing or direction of the ACTPS and agencies (see clause 8 of this Agreement for consultation on these actions);
 - (b) actions arising under Commonwealth or ACT legislation that concern domestic or international security matters;
 - (c) actions regarding superannuation (see relevant superannuation legislation for complaints and appeals, in particular the *Superannuation Industry Superannuation Supervision Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*);
 - (d) actions regarding workers' compensation (see the *Safety, Rehabilitation and Compensation Act 1988* for reviews and appeals);
 - (e) decisions to terminate the appointment of an employee on probation;
 - (f) decisions on classification of an office (see clause 20.1 of this Agreement for reviews on classifications);
 - (g) actions arising from the discipline procedures of this Agreement (see clause 81 of this Agreement for appeals on these decisions);
 - (h) actions arising from the under-performance procedures of this Agreement (see clause 72 of this Agreement for appeals on these decisions);
 - (i) actions regarding the setting of rates of pay or conditions of employment under an award or agreement made under the WR Act or under the PSM Act or Standards;
 - (j) decisions that another employee perform the duties of a higher office for periods up to and including 6 months (see section 7 of the PSM Act);
 - (k) decisions that another employee perform the duties of a higher classification (with a salary less than that of a Senior Officer Grade C or equivalent)

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- classification) for periods greater than 6 months if the vacancy was advertised (see clause 88 of this Agreement for appeals on these decisions);
- (l) decisions to promote, appoint or engage an employee or decisions regarding temporary contracts (see clause 88 of this Agreement for appeals on these decisions);
- (m) decisions to transfer or promote another employee to an advertised vacancy where the employee was not an applicant (see section 7 of the PSM Act);
- (n) decisions to transfer an employee within the Agency (see section 83 of the PSM Act).
- 84.2 Employees may seek a review under this Section of the processes leading to decisions under (k), (l) and (n).

85. Initiating a Review

- 85.1 An employee or their representative has the right to apply for a review of any action or decision in relation to their employment unless the action or decision is specifically excluded under this Section.
- 85.2 An employee or their representative may initiate a review under these procedures by making an application to the Chief Executive that:
- (a) is in writing; and
- (b) describes the reasons the application is being made; and
- (c) the outcome sought.

86. Chief Executive Powers and Responsibilities

- 86.1 Where appropriate, and agreed by the employee who made the application under clause 85 or their representative, the Chief Executive must consider mediation as an option before arranging for a full investigation under clause 86.3. The mediator will be agreed between the employee and the Chief Executive.
- 86.2 In the event that mediation does take place and that it resolves the issues raised in the application, then no further action is required under these procedures.
- 86.3 Subject to clauses 86.1 and 86.2, the Chief Executive must arrange for an application made under clause 85 to be investigated by an independent person (the nominee) who may be:
- (a) an employee in the Agency whose classification is Senior Officer Grade C or equivalent or higher who was not involved in the original action and who is agreed by the employee or their representative, such agreement not to be withheld unreasonably;
- (b) a person agreed by the union(s) and nominated from a list approved by the Commissioner for Public Administration; or
- (c) a person whose classification is Senior Officer Grade C or equivalent or higher from another ACTPS Agency and who is agreed by the employee or their representative, such agreement not to be withheld unreasonably.
- 86.4 The Chief Executive may determine the process under which an application is reviewed, subject to the principles set out in clause 86.5.

- 86.5 The nominee must have due regard to the principles of natural justice and procedural fairness and act with as little formality and as quickly as practicable consistent with a fair and proper consideration of the issues. This includes but is not limited to:
- (a) fully informing the employee of all relevant issues and providing access to all relevant documents;
 - (b) providing reasonable opportunity to respond;
 - (c) advising them of their rights to representation.
- 86.6 The nominee may recommend to the Chief Executive that an application should not be considered on any of the following grounds:
- (a) the application concerns a decision or action that is excluded under clause 84.1;
 - (b) a period of 28 days has elapsed since the employee was advised of the decision except where extenuating circumstances exist;
 - (c) the employee has made an application regarding the decision to a court or tribunal, or where the nominee believes it is more appropriate that such an application be made; or
 - (d) the nominee believes on reasonable grounds that the application:
 - (i) is frivolous or vexatious;
 - (ii) is misconceived or lacks substance; or
 - (iii) should not be heard for some other compelling reason.
- 86.7 The Chief Executive must either confirm a recommendation made by the nominee under clause 86.6 that an application should not be considered or arrange for another nominee to consider the application.
- 86.8 The Chief Executive will inform the employee in writing, within 14 days of the date of any decision under clause 86.7, including, the reasons for any decision not to consider the application.

Procedures where the Subject of the Application is not an Action of the Chief Executive

- 86.9 If the nominee does not make a recommendation under clause 86.6, then that person must investigate the application. The nominee will then, subject to clause 86.13, make a written report to the Chief Executive containing recommendations on whether the action that led to the application should be confirmed or varied or that other action be taken. A copy of this report will be provided at the same time to the applicant.
- 86.10 Where the Chief Executive under clause 86.7 refers an application for review to another nominee, that nominee must investigate the application. That nominee will then, subject to clause 86.13, make a written report to the Chief Executive containing recommendations on whether the action that led to the application should be confirmed or varied or than other action be taken. A copy of this report will be provided to the applicant at the same time.
- 86.11 The Chief Executive, after considering a report from the nominee under clause 86.9 or clause 86.10, may:

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- (a) confirm the original action;
- (b) vary the original action;
- (c) or take any other action the Chief Executive believes is reasonable.

86.12 The Chief Executive will inform the applicant in writing, within 14 days, of any action under clause 86.11, including the reasons for the action.

Procedures where the Subject of the Application is an Action of the Chief Executive

86.13 Where the subject of the application is an action of the Chief Executive the written report of the nominee under clause 86.9 or clause 86.10 will be made to the Commissioner for Public Administration. A copy of this report will be provided to the applicant at the same time.

86.14 The Commissioner for Public Administration may, after considering the report from a nominee, recommend to the Chief Executive that:

- (a) the original action be confirmed;
- (b) the original action be varied; or
- (c) other action be taken.

86.15 The Chief Executive, after considering the report from the Commissioner for Public Administration, may:

- (a) accept the report's recommendation(s) and take such action as necessary to implement the recommendation(s); or
- (b) not accept the report's recommendation(s) and confirm the original action.

86.16 If the Chief Executive does not accept the recommendation(s) of the Commissioner for Public Administration under clause 86.14, the Chief Executive will:

- (a) provide written reasons to the Commissioner for Public Administration for not accepting the recommendation(s); and
- (b) provide the applicant, within 14 days, with written reasons for not accepting the recommendation(s).

86.17 If the Chief Executive does not accept the recommendation(s) of the Commissioner for Public Administration under clause 86.14, the Commissioner may report on this outcome in the Commissioner's State of the Service Report.

87. Right of External Review

87.1 The employee or their representative may seek a review of a decision of the Chief Executive under clause 86.11 or clause 86.15 by an external tribunal or body, including the AIRC.

87.2 In the event the employee seeks a review through the AIRC, the parties agree that the AIRC will be empowered to settle the matter by conciliation or arbitration under section 170LW of the WR Act, or a recommendation by consent under section 111AA of the WR Act. The AIRC's decision will be accepted by the parties, subject to the legal rights of appeal.

Section M - Appeal Mechanism

88. Objective and Application

- 88.1 This Section sets out an appeal mechanism for employees if they are not satisfied with the outcome of decisions described in the following clause.
- 88.2 This appeal mechanism will apply to:
- (a) decisions about promotion or temporary performance (for periods in excess of 6 months) affecting the employee where the employee was an applicant for the position, except decisions made on the unanimous recommendation of a joint selection committee;
 - (b) decisions arising from discipline action under Section K of this Agreement, except a decision to terminate the person's employment;
 - (c) decisions arising from under-performance action under Section J of this Agreement, except a decision to terminate the person's employment; and
 - (d) decisions taken in relation to employees' eligibility for benefits under clauses 100 to 102, the amount of such benefits, the amount payable by way of income maintenance under clause 104, and the giving of an involuntary notice of redundancy or notice of reduction in classification under clauses 102 and 103.
- 88.3 For purposes of clause 88.2(a), an appeal may only be made in relation to promotions or higher duties decisions where the salary applicable is any classification with a maximum salary that is less than the minimum salary of a classification equivalent to a Senior Officer Grade C.
- 88.4 An employee has the right to bring an action under Division 3 of Part VIA of the WR Act in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.
- 88.5 This Section will apply to the exclusion of the grievance and promotion/temporary performance appeal provisions contained in the PSM Act.

89. Initiating an Appeal

- 89.1 An employee or their representative may initiate an appeal under these procedures by making an application to the convenor of Appeal Panels that:
- (a) is in writing;
 - (b) describes the action taken or to be taken, the reasons for the application and the outcome sought; and
 - (c) is received by the convenor of Appeal Panels within 7 days of being notified of the decision to take the action and, in the case of promotion, within 14 days of being notified of the decision.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

90. Composition of the Appeal Panel

- 90.1 For the purposes of this Section, the Chief Executive will nominate an employee within the Agency to be the convenor of Appeal Panels. The convenor will only be a member of an Appeal Panel, with the agreement of the applicant.
- 90.2 On receiving an application under this Section, the convenor of Appeal Panels will set up an Appeal Panel.
- 90.3 The Appeal Panel will comprise an employer nominee, a person nominated by the union(s) and a chairperson, where:
- (a) the chairperson is chosen from a list approved by the Commissioner for Public Administration in consultation with the union(s), or, in the case of an appeal relating to a promotion decision, an agreed person; and
 - (b) a chairperson chosen from the list is so chosen on a rotational basis, unless there is an identified conflict of interest, in which case the next person on the list would be chosen.
- 90.4 A person is not eligible to be a member of an Appeal Panel if that person was involved in the decision that is the subject of the application.

91. General Powers and Role of the Appeal Panel

- 91.1 In considering an application, the Appeal Panel must act in accordance with the principles of natural justice and procedural fairness. Proceedings of the Appeal Panel are to be conducted with as little formality and as quickly as practicable consistent with a fair and proper consideration of the issues.
- 91.2 The applicant may be represented by a union representative, a friend or colleague, or, with the consent of the Appeal Panel, by a legally qualified person.
- 91.3 The Appeal Panel will have the discretion to decide not to investigate the application, or, if it has commenced investigating the application, to decide not to proceed further if, in the opinion of the Panel:
- (a) the application is frivolous, vexatious, or not made in good faith;
 - (b) the employee may apply to another person or authority about the application and it would be more appropriate for it to deal with the action; or
 - (c) an investigation or further investigation of the application is not warranted.

92. Powers of the Appeal Panel – Appeals About Promotion and Temporary Performance

- 92.1 For appeals concerning promotion or performance of higher duties under clause 88.2(a), the only ground on which the Appeal Panel is required to review the decision is that the employee making the appeal would be more efficient in performing the duties of the position than the person promoted or selected for higher duties.
- 92.2 After investigating an application about promotion or temporary performance affecting the applicant, the Appeal Panel will either confirm the decision or make

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

recommendations to the Chief Executive to substitute another decision. If it confirms the decision, the Appeal Panel will inform the applicant of this decision and the reasons for the decision.

93. Powers of the Appeal Panel – Other Matters

93.1 After investigating any application under this clause other than an appeal about promotion or temporary performance, the Appeal Panel, subject to clause 93.2, will make a written report containing recommendations to the Chief Executive. A copy of this report will be provided to the applicant at the same time.

93.2 Where the subject of an application under this clause is a decision of the Chief Executive then the Appeal Panel after investigating the application, will make a written report containing recommendations to the Commissioner for Public Administration. A copy of this report will be provided to the applicant at the same time.

93.3 In making recommendations to the Chief Executive under clause 93.1 or to the Commissioner for Public Administration under clause 93.2, the Appeal Panel:

- (a) must provide the reasons for its recommendations; and
- (b) may request the Chief Executive or the Commissioner for Public Administration , whichever is applicable, to inform other relevant parties of its recommendations.

93.4 The Chief Executive, after considering the report from an Appeal Panel under clause 93.1, will make a decision on any recommendation in the report and inform the applicant in writing of the reasons for that decision, within 14 days of receiving the report.

93.5 The Commissioner for Public Administration, after considering the report from an Appeal Panel under clause 93.2, will recommend to the Chief Executive that the decision that is the subject of the application:

- (a) be confirmed;
- (b) be varied; or
- (c) other action taken.

93.6 If the Chief Executive does not accept the recommendations of the Commissioner for Public Administration under clause 93.5, the Chief Executive will:

- (a) provide written reasons to the Commissioner for Public Administration for not accepting the recommendations; and
- (b) provide the applicant, within 14 days, with written reasons for not accepting the recommendations.

93.7 If the Chief Executive does not accept the recommendations of the Commissioner for Public Administration under clause 93.5, the Commissioner for Public Administration may report on this outcome in the Commissioner for Public Administration's State of the Service Report.

94. Costs

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

95. Right of External Review

95.1 The employee or their representative may seek a review of a decision of the Chief Executive under clause 93.4 or clause 93.6 by an external tribunal or body, including the AIRC.

95.2 In the event the employee seeks a review through the AIRC, the parties agree that the AIRC will be empowered to settle the matter by conciliation or arbitration under section 170LW of the WR Act, or a recommendation by consent under section 111AA of the WR Act. The AIRC's decision will be accepted by the parties, subject to the legal rights of appeal.

Section N - Redeployment/Redundancy

96. Application

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

97. Definitions

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

98. Consultation

- 98.1 Where it appears to the Chief Executive that an employee is likely to be either potentially or actually excess to the Agency's requirements, the Chief Executive will, at the earliest practicable time, advise and discuss with the parties to this Agreement the following issues (as appropriate in each case):
- (a) the number and classification of employees in the part of the Agency affected;
 - (b) the reasons an employee is or employees are likely to be excess to requirements;
 - (c) the method of identifying employees as excess, having regard to the efficient and economical working of the Agency and the relative efficiency of employees;
 - (d) the number, classification, location and details of the employees likely to be excess;

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- (e) the number and classification of employees expected to be required for the performance of any continuing functions in the part of the Agency affected;
- (f) measures that could be taken to remove or reduce the incidence of employees becoming excess;
- (g) redeployment prospects for the employees concerned; and
- (h) the appropriateness of using voluntary retirement.

98.2 The discussions under clause 98.1 will take place over such time as is reasonable, taking into account the complexity of the restructuring and need for potential excess employee situations to be resolved quickly. The notification of an employee's potentially excess status should not be given without the relevant consultation having taken place. Following such consultation, where the Chief Executive is aware that an employee is potentially excess, the Chief Executive will advise the employee in writing.

98.3 Except where a lesser period is agreed between the parties, an employee will not, within one month after the union has been advised under clause 98.1, be invited to volunteer for retirement nor be advised in writing that he or she is excess to the Agency's requirements.

99. Information Provided for Employee

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

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

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

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

100. Voluntary Redundancy

100.1 At the completion of the discussions in accordance with clause 98, the Chief Executive may invite employees to elect to be made voluntarily redundant under this clause.

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

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

100.3 Subject to clause 100.4, where the Chief Executive approves an election to be made redundant and gives the notice of retirement in accordance with the PSM Act, the period of notice will be one month, or 5 weeks if the employee is over 45 years old and has completed at least 2 years continuous service.

100.4 Where the Chief Executive so directs, or the employee so requests, the employee will be retired at any time within the period of notice under clause 100.3, and the employee will be paid in lieu of salary for the unexpired portion of the notice period.

101. Severance Benefit

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

(a) a sum equal to 2 weeks salary for each completed year of continuous service, plus a pro rata payment for completed months of continuous service since the last year of continuous service. The maximum sum payable under this paragraph will be 48 weeks salary; or

(b) 26 weeks salary.

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

101.3 For the purpose of calculating payment under clause 101.1:

(a) where an employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which he or she receives notice of retirement, the salary level will be the employee's salary in such higher position at that date;

(b) where an employee has, during 50% or more of pay periods in the 12 months immediately preceding the date on which he or she receives notice of retirement, been paid a loading for shiftwork or are paid a composite salary, the weekly average amount of shift loading received during that 12 month period will be counted as part of "weeks salary";

(c) the inclusion of other allowances, being allowances in the nature of salary, will be with the approval of the Chief Executive.

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

101.5 Nothing in this Agreement will prevent the Chief Executive, inviting employees who are not in a redundancy situation to express interest in voluntary redundancy, where such redundancies would permit the redeployment of potentially excess and excess employees who do not wish to accept voluntary redundancy.

102. Redeployment

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

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- 102.2 The Agency will consider potentially excess and excess employees from other ACTPS agencies in isolation for vacancies at their substantive level.
- 102.3 Excess employees (potential or actual) have absolute preference for transfer to positions at their substantive level and must be considered in isolation from other applicants for any vacancy within the ACTPS. An excess employee need only be found suitable, or suitable within a reasonable time (generally three to six months) to be transferred to the position. For the purposes of this clause substantive level means the same classification or a classification where the maximum salary does not exceed the top increment of the employee's current classification by more than 5%.
- 102.4 The Agency will make every effort to facilitate the placement of an excess employee, both within the Agency and to other ACTPS agencies.
- 102.5 The Agency will arrange reasonable training which would assist the excess employee's prospects for redeployment.
- 102.6 The Agency will provide appropriate internal assistance and career counselling and assist as necessary with the preparation of job applications.
- 102.7 An excess employee who does not accept voluntary redundancy is entitled to a 7 month retention period.
- 102.8 The retention period will commence:
- (a) on the day the employee is advised in writing by the Chief Executive that he or she is an actually excess employee; or
 - (b) in the case of an employee who is invited by the Chief Executive to submit an election to be retired - one month after the day on which the election is invited;
- whichever is the earlier.
- 102.9 The employee may be reduced in classification by the Chief Executive, in order to place the employee in a specific position in the Agency, subject to the agreement of the relevant union(s), such agreement not to be unreasonably withheld if, during or after six months from the date the employee was declared excess, the employee:
- (a) was found unsuitable in a merit selection process for three separate positions; and
 - (b) has not applied for at least three separate positions, for which the employee could reasonably be expected to be qualified to perform, either immediately or in a reasonable time; and
 - (c) cannot be placed in gainful employment at his or her substantive level at the end of the retention period, however, there is gainful employment available for the employee at a lower classification.
- 102.10 Notwithstanding the above, if, at the end of the retention period, the Chief Executive is of the opinion that there is insufficient productive work available for the excess employee, the Chief Executive may, subject to the agreement of the relevant union(s), such agreement not to be unreasonably withheld, reduce the

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

employee in classification in order to place the employee in a specific position in the Agency.

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

103. Involuntary Retirement

- 103.1 An excess employee may be made involuntarily redundant with the agreement of the relevant union(s).
- 103.2 This clause applies to excess employees who are not:
- (a) retired with consent;
 - (b) redeployed to another position; or
 - (c) reduced in classification.
- 103.3 The employee may be involuntarily retired subject to the agreement of the relevant union(s), such agreement not to be withheld if, during or after six months from the date the employee was declared excess, the employee:
- (a) does not wish to accept a transfer in accordance with section 83 of the PSM Act; or
 - (b) has refused to apply for, or be considered for, a position for which the employee could reasonably be expected to be qualified to perform, either immediately or in a reasonable time.
- 103.4 Where the Chief Executive believes that there is insufficient productive work available for an excess employee during the retention period, the Chief Executive may, with the agreement of the relevant union(s), make the employee involuntarily redundant before the end of the retention period.
- 103.5 An excess employee will not be involuntarily retired if he or she has not been invited to elect to be voluntarily retired with benefits, or has made such an election and the Chief Executive refuses to approve it.
- 103.6 Where the Chief Executive and the relevant union(s) agree to involuntarily retire an excess employee, the employee will be given no less than four weeks notice of the action proposed; or 5 weeks if the employee is over 45 years old and has completed at least 2 years of continuous service. This notice period will, as far as practicable, be concurrent with the 7 month retention period.

104. Income Maintenance Payment

- 104.1 An employee who has been receiving a higher rate of salary for a continuous period of at least 12 months and who would have continued to receive that salary rate except for the declaration of excess, will be considered to have the higher salary rate.
- 104.2 This salary will be known as the income maintenance salary. The income maintenance salary, where applicable, will be used for the calculation of all conditions and entitlements under this clause.
- 104.3 The income maintenance salary exists for the retention period or the balance of the retention period.
- 104.4 If an employee is involuntarily retired, the entitlements, including paying out the balance of the retention periods, where applicable, will be calculated on the income maintenance salary rate. If an employee is involuntarily retired during the retention periods the employee's date of retirement is the date that the employee would have retired after the retention period ceased, not the date of the involuntary retirement. All final entitlements will be calculated from the latter date.
- 104.5 If an employee is involuntarily reduced in classification during the retention periods, the employee will be entitled to be paid at the income maintenance salary rate for the balance of the retention period.
- 104.6 All allowances in the nature of salary will be included in determining the income maintenance salary rate.

105. Leave and Expenses to Seek Employment

- 105.1 At any time after the employee has been advised under clause 98.2 of being potentially excess, the employee is entitled to paid leave to seek alternative employment. Leave granted under this clause will be for periods of time to examine the job and to attend interviews. Reasonable travelling time will also be granted.
- 105.2 The employee will be entitled to any reasonable fares and other incidental expenses if these are not met by the prospective employer.

106. Use of Sick Leave

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

107. Appeals

- 107.1 Without affecting his or her rights under the WR Act, an excess employee has the right under Section M to appeal any decision taken in relation to his or her eligibility for benefits under clauses 100 to 102 of this Section, the amount of such benefits, or the amount payable by way of income maintenance under clause 104.
- 107.2 An excess employee has the right under Section M to appeal against the giving, in accordance with clauses 102 and 103 of this Section, of an involuntary notice of redundancy or notice of reduction in classification.

108. Agreement Not To Prevent Other Action

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

109. Re-engagement of Previously Retrenched Employees

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

Section O - Management or Government Initiated Transfers

110. Gaining Employees

- 110.1 Despite anything to the contrary in the PSM Act, this Section applies where the Agency:
- (a) Gains an employee (called a "new employee") pursuant to section 15(5) of the PSM Act; or
 - (b) Gains an employee (also called a "new employee") pursuant to section 16(2) of the PSM Act;
 - (c) Gains an employee (also called a "new employee") as a result of a management initiated transfer pursuant to Part V of Division V of the PSM Act.
- 110.2 Subject to clauses 110.3 and 110.4, the new employee will be employed under the terms and conditions of this Agreement.
- 110.3 In applying the terms and conditions of this Agreement to a new employee, the Delegate will determine, following transfer of the employee to this Agency, the salary and classification of the new employee according to the following principles:
- (a) The Delegate will determine the new employee's classification (called the "new classification") for the purposes of this Agreement and the conditions of employment (excluding salary) will be solely in accordance with the conditions applicable to that classification under this Agreement with accrued entitlements being preserved in accordance with clause 111;
 - (b) If the new employee's current salary (after any necessary adjustments required by clause 111) is within the range of salaries for the new classification, they will continue to receive that salary;
 - (c) If the lowest salary in the range of salaries applicable to the new classification is higher than the new employee's current salary, their salary will be increased to the lowest salary applicable to the new classification or the appropriate relativity in the new incremental range;
 - (d) If the highest salary in the range of salaries applicable to the new classification is less than what the new employee is currently being paid then:
 - (i) their salary will be frozen at its current level; and
 - (ii) despite anything to the contrary in this Agreement, they will not receive any increase in pay unless and until the highest salary applicable to their classification under this Agreement equals or exceeds their current salary, at which time they will receive the highest salary applicable to their classification under this Agreement together with any future increases under this Agreement.
- 110.4 A new employee who, at the time the employee was transferred to the Agency, was working under approved flextime arrangements, will be entitled to continue the flextime arrangements in the Agency. This provision will apply unless otherwise agreed by the Agency and the employee, or until a new certified agreement is approved for the Agency.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

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

111. Preservation of Accrued Entitlements

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

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

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

112. Establishment of a New ACTPS Agency

112.1 An employee who is transferred under a Management initiated or Government initiated change to a new ACT Government Agency and who continues to be employed under the PSM Act will continue to be covered by the terms and conditions of this Agreement for 12 months after separation from the Agency or until an agreement for the new ACT Government Agency is certified by the AIRC, whichever first occurs.

113. Appeal Rights

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

PART 2 - AGENCY SPECIFIC CONDITIONS

114. Application of Pay Increases

114.1 Despite anything to the contrary in this Agreement, this clause will prevail over the terms of Clause 15 of this Agreement relating to the application of salary increases, to the extent of any inconsistency.

Application of the stage 2 pay parity

114.2 Where, at the time of certification of this Agreement, an employee's salary within the relevant classification is equal to or greater than the stage 2 pay parity rates as specified in column B in schedule A, the stage 2 pay parity increase in clause 15.4 (a) will not apply.

114.3 Where an employee's salary at the time of certification is greater than the stage 2 pay parity salary rates specified in column B of schedule A, the 2.5% salary increase [as specified in clause 15.4(b)] will be discounted by the percentage amount the employee's salary is above the stage 2 pay parity rates in column B of schedule A.

Retention Point – SPOC classification

114.4 The third salary point in the Senior Professional Officer Grade C (SPOC) classification will be a retention point, meaning that any employee who, at the date of certification of the Agreement, is in receipt of the third salary point in the SPOC range (as per column A of schedule A) will retain access to, and have the salary increases specified in clause 15 (b) applied to this retention point. The salary increases specified in clause 15 (a) of Part 1 will not apply to these employees.

114.5 Those employees in receipt of the first or second salary point within the SPOC classification at the time of certification of this Agreement will not be entitled to incremental progression to the retention point within the SPOC classification range.

115. Annual Leave Deeming Provisions

115.1 Annual leave deeming provisions, as prescribed by the PSM Act and Standards will continue to apply except as varied by this clause.

115.2 The Agency shall be responsible for ensuring that taking of leave by employees within a work area is compatible with occupational health and safety operational requirements.

115.3 Employees shall be encouraged to access recreation leave annually in accordance with the provisions of this Agreement and the relevant provisions of the Public Sector Management Standards.

115.4 Unless otherwise agreed between the employee and the Delegate, the deeming date will be 1 October.

115.5 Employees with recreation leave credits in excess of 40 days (eight weeks) at the deeming date may be directed to take leave but all such directions shall, wherever possible, accommodate the planned recreational intentions of the employee.

115.6 Where an employee has accrued eight weeks or more of recreation leave an application for leave by that employee shall, if not recommended by his or her supervisor, be forwarded to the relevant Director for further consideration.

116. Flextime

116.1 This clause shall be read in conjunction with, and is intended to be consistent with clause 45 of Part 1 of this Agreement.

116.2 The flextime scheme operates on the basis of three key components; a defined bandwidth, an agreed pattern of hours within the bandwidth, and the flexibility to work variable hours within the bandwidth subject to the parameters of the Agency's scheme.

Hours of Work

116.3 Employees (other than shift workers) work flextime in the flextime bandwidth. The flextime bandwidth, (or the span of hours within which employees work their required hours), shall be from 7.00am to 7.00pm, Monday to Friday. The required hours of work for flextime purposes are those specified in clause 119.

116.4 Starting and finishing times within the bandwidth are to be determined for individual work areas by the Agency, after consultation with staff.

116.5 There are no core hours within the flextime bandwidth, meaning that there are no set starting and finishing times in a day, but attendance shall be determined by the Agency based on operational needs.

Occupational Health and Safety Requirements

116.6 In determining hours of work, the personal needs and family responsibilities of employees must be given consideration.

116.7 Hours of work arrangements shall 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.

116.8 To ensure consistency with occupational health and safety obligations, employees must not work more than five hours without a meal break and should not work for more than 10 hours in any one day.

Work Outside the Bandwidth

116.9 In exceptional circumstances, an employee (other than a shift worker), with the agreement of the relevant manager, may work hours outside the stipulated bandwidth, including on a Saturday and Sunday. This provision is designed to add flexibility in exceptional circumstances and is not intended to replace normal overtime provisions.

116.10 Where an employee works outside the flextime bandwidth, (in accordance with clause 116.9), these hours will be considered normal hours of duty and will not attract overtime payments or time in lieu provisions, unless otherwise agreed between the employee and the manager prior to the work being performed.

Overtime

- 116.11 Overtime can be accessed where an employee (who is eligible for payment of overtime duty) is directed to perform work beyond the standard working hours. For the purposes of this clause, the standard working hours (or working day) will be as per clause 119 of this Agreement.
- 116.12 Penalty rates, as distinct from overtime rates, will not be paid for ordinary duty between 6:00pm and 7:00pm. Penalty rates applicable to casual employees between 6:00pm and 6:30am will continue to apply.
- 116.13 It is not permissible for flex credits to be converted to overtime payments, unless in exceptional circumstances where prior authorisation of overtime is not possible. For example, where a situation arises that necessitates an employee to work beyond the standard daily hours and the relevant supervisor/manager is unavailable to approve the additional hours, the supervisor may give subsequent approval to the additional hours as overtime payment, as opposed to flextime credits. This clause is not intended to be used as a mechanism to reduce an employee's flextime credits.

Flextime Credits/Debits

- 116.14 A settlement period shall comprise one pay period ie the two weeks from a Thursday payday to close of business on Wednesday week. The settlement period is the period over which calculations are made to determine flextime credit/debit carryover.
- 116.15 An employee may accrue up to three days flextime, in any settlement period and may not have an accrual in excess of three days of flextime at the conclusion of any settlement period. The maximum flextime which can be taken in one settlement period is three days. These arrangements may be varied by agreement between the Agency and the employee at the workplace level.
- 116.16 Accumulated flextime credits shall be taken at such times and in such a period or periods as are agreed between the employee and the Agency. 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 flex leave, in accordance with this clause.
- 116.17 If a manager/supervisor does not approve an application from an employee to access flextime credits of up to two days on the basis of operational requirements, the manager/supervisor will consult and agree with the employee to determine a mutually convenient alternative time (or times) for the employee to take the flex leave.
- 116.18 Supervisors should ensure that employees are given the opportunity to reduce their flextime credits, where they exceed the standard limit of 22:03 (22 hours and 3 minutes), by giving them the opportunity to access their flex leave. Where an employee's flextime credits consistently exceed the acceptable limit the manager/supervisor and the employee will consider the reasons for this and look at options for reducing the employee's flextime credit.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- 116.19 A flex debit occurs when the time worked in the settlement period is less than the specified hours of work required in the settlement period. The maximum flex debit that an employee may accrue is 10 hours in any settlement period.
- 116.20 Any flex debit may be allowed to continue for a maximum of five settlement periods. If the employee continues to have a flex debit after five consecutive settlement periods, the employee and the relevant manager/supervisor will meet to discuss the reasons for this, and agree on strategies to address the situation.
- 116.21 Any debit in excess of the maximum debit at the end of a settlement period shall be cancelled using leave without pay.
- 116.22 Any flex debits an employee has if she or he ceases employment with the Agency will be recovered from any termination payment owing to the employee, except in the case of death.
- 116.23 When an employee moves positions between business units of the Agency, the employee's flextime credits may be transferred to the new Business Unit, subject to the approval of the relevant manager/supervisor in that Business Unit.

Administration of Flextime

- 116.24 There is no provision to cash out flex credits either during a period of employment with the Agency, or upon separation or transfer out of the Agency.
- 116.25 Employees accessing flextime provisions are responsible for ensuring that they accurately record their attendance and any absences from the workplace.
- 116.26 Managers and supervisors are responsible for the administration of flextime. This means being responsible for the monitoring and management of workloads, encouraging employees to reduce flextime credits and debits, and for ensuring that employees accurately record attendance and absences from the workplace.
- 116.27 Failure to comply with the provisions relating to flextime outlined in this Agreement, and the accompanying departmental guidelines may constitute misconduct, and may be dealt with in accordance with the discipline procedures outlined in section K of this Agreement.
- 116.28 An employee not complying with these flextime provisions may be directed to work standard hours (as specified in clause 119).

117. Time Off in Lieu Arrangements for Officers above the Overtime Salary Barrier

- 117.1 The Agency acknowledges that Senior Officer employees above the overtime salary barrier may be required to work longer than standard hours.
- 117.2 Notwithstanding that employees at the Senior Officer Grade A and B (and equivalent) levels have access to flexible working arrangements in accordance with clause 46, the Agency supports the concept of time off in lieu.
- 117.3 Time off in lieu (TOIL) arrangements will be administered in line with the following principles:

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- (a) TOIL should not be granted to an employee under these provisions until the employee has exhausted their entitlement under clause 46 of this Agreement;
- (b) TOIL is subject to the approval of the relevant manager or supervisor, but where workloads permit, access should not be unreasonably refused;
- (c) TOIL is a limited entitlement and in particular is not intended to compensate for additional hours worked on a one for one basis; and
- (d) Management is responsible for monitoring and managing workloads, and minimising the extent to which employees are required to work extended hours.

117.4 In the event of a dispute over the interpretation or application of the provisions of this clause, the matter will be resolved in accordance with the dispute handling provisions as specified in clause 9 of Part 1 of this Agreement.

118. Christmas Shutdown

118.1 This clause will be read in conjunction with clause 47 of this Agreement.

118.2 Part time employees whose regular part time hours do not fall on either of the two working days between Christmas Day and New Year's Day will not be entitled to the additional two days of paid leave.

118.3 Where a part time employee's regular part time hours fall on the two working days between Christmas Day and New Year's Day they will receive a pro rata credit based on the number of part time hours normally worked on these two days.

118.4 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.

119. Hours of Work

119.1 Ordinary hours of work for full time employees (other than shift workers) are 147 hours over a four week period, ie an average of 73.5 hours (73 hours and 30 minutes) per fortnight (the settlement period).

119.2 A manager and an employee may agree on a pattern of hours of work subject to hours of work averaging 36.75 hours (36 hours and 45 minutes) per week over the agreed settlement period and to the prescribed flextime bandwidth.

119.3 Notwithstanding that there are no core hours of employment, a standard day will be taken to mean 7 hours and 21 minutes for full time employees (ie. 8:30-16:51 with an hour lunch break between 12:30-13:30), and calculated on a pro rata basis for part time employees, for the purposes of leave accruals and deductions and recording leave, or where it is necessary to revert an employee to fixed/standard hours of work.

119.4 For part-time employees, hours are those agreed in their part-time work agreement or designated for the job.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

120. Joint Union and Management Consultative Committee

- 120.1 Consistent with the provisions of clause 8 in Part 1 of this Agreement, the Agency will continue its arrangements for a Joint Union Management Consultative Committee.
- 120.2 The arrangements for the JUMCC, including composition and the terms of reference, which existed immediately prior to the certification of this Agreement will continue following certification of this Agreement, unless otherwise agreed by the parties.

121. Incremental Advancement and Deferral

- 121.1 Annual incremental advancement, as referred to in clause 18 of Part 1 of this Agreement, will be subject to the completion of an increment report by the relevant supervisor/manager.
- 121.2 The increment report should specify the date of effect of the increment, and must be received by the Personnel Unit before the date the annual increment is due.
- 121.3 An employee will be required to sign the increment report, and shall be given the opportunity to acknowledge and comment on the recommendation and assessment contained in the increment report.
- 121.4 The payment of an annual increment to an employee is subject to satisfactory performance and attendance at work. The Delegate may defer annual incremental advancement where an employee's performance or attendance at work is not satisfactory.
- 121.5 Where the Delegate determines that the payment of annual increment advancement to an employee will be deferred, the increment report must detail the reasons for the deferral, and the date the increment is due. Incremental advancement may not be deferred for a period greater than 12 months.
- 121.6 Where the Delegate determines that an annual increment is to be deferred, the increment report must be completed and received by the Personnel Unit before the date the increment is due.
- 121.7 Unless otherwise determined by the Delegate, the deferral of an increment may not be applied unless it can be demonstrated by the relevant manager that action in accordance with Section J or Section K of this Agreement has commenced prior to the completion of the increment report.
- 121.8 Where an employee believes a decision to defer an increment is unreasonable or unjust, the employee may lodge an internal appeal in accordance with the provisions outlined in Section L of this Agreement.
- 121.9 The arrangements regarding accelerated incremental advancement, including the Agency's guidelines regarding incremental advancement and deferral, which existed immediately prior to the certification of this Agreement, will continue to apply unless otherwise agreed by the parties.

122. Leave Bonus

- 122.1 Leave loading will be payable to an employee who takes any period of annual leave after the date on which the loading accrues, and who requests that payment be made (there will no longer be the necessity to take 5 days of that years leave credit).
- 122.2 The annual leave loading accrued by eligible employees will be paid each year in December where the employee has not taken the leave bonus earlier in the year.

123. Procedures for Selection and Advancement

- 123.1 Procedures for the appointment, promotion and transfer of employees within the Agency shall continue to be in accordance with the principles of merit selection as stipulated by the PSM Act and Standards, and the Agency's recruitment guidelines, with the exception of the following.

Assessment of Applicants

- 123.2 A Selection Advisory Committee may, consistent with the application of the merit principle, decide not to conduct formal interviews and assess applicants on the basis of applications and referee reports only.
- 123.3 The Selection Advisory Committee shall assess applicants on the basis of the Agency's ranking system for applicants. An overall numerical grading should be provided in respect of application, referees, and interview (where applicable).

Date of Effect of Promotion

- 123.4 The promotion of employees at the ASO 1-6 (and equivalent) classifications will take effect 7 days after notification in the ACTPS Gazette. Despite anything to the contrary in this Agreement, employees will be required to lodge a promotion appeal under section M of this Agreement within 7 days of the decision being notified in the ACT Government Gazette.

Promotion After Acting

- 123.5 The Delegate may approve the promotion of an employee into a nominally vacant position if the employee has acted in the nominally vacant position (or an identical position) for a continuous period of 12 months or more, and has undergone a competitive merit selection process in order to act in the position.
- 123.6 For the purposes of clause 123.5, a competitive merit selection process means a process of selection for filling a vacant position on the basis of the merit of the candidates which includes:
- (a) advertisement of the position in the ACT Government Gazette, and/or ACT Government Staff Bulletin (including an Expression of Interest advertised across the ACTPS);
 - (b) comparative assessment of suitable candidates for the position; and
 - (c) selection based on the recommendation of a Selection Advisory Committee.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

Joint Selection Committee

123.7 Where a Joint Selection Committee is formed, the committee shall be comprised of a representative nominated by the Delegate, a representative nominated by the relevant Union, and a third person agreed to by the Union and the Chief Executive.

Life Span of the Selection Process

123.8 Merit selection processes should be completed and positions filled as soon as possible after a position is advertised.

123.9 The maximum time frame for the completion of a merit selection process is six months from the date of advertisement.

123.10 At the discretion of the relevant Delegate, the merit list may be used for a period up to twelve months from the original date of advertisement in the following circumstances:

- (a) where a person is selected for a position and does not accept the position or leaves the position within twelve months from the date the position was advertised;
- (b) where a position with identical duties and selection criteria to the advertised position becomes vacant within the twelve month time frame of the initial position being advertised; or
- (c) other circumstances considered appropriate by the relevant delegate.

Feedback to Unsuccessful Applicants

123.11 An applicant who was interviewed for a position and was unsuccessful in the merit selection process, upon request, will be afforded an opportunity to meet with the chair of the Selection Advisory Committee, or another member of the Committee if the Chair is unavailable, to discuss his or her application and performance at the interview.

123.12 Where such an offer is accepted by the unsuccessful applicant, the meeting will take place as a matter of priority.

Appeals

123.13 Appeals relating to decisions about promotion or temporary performance shall be in accordance with the appeal provisions as stipulated in Part 1 of this Agreement, with the exception of the provisions relating to promotion appeals in accordance with clause 123.4.

124. Graduate Administrative Assistant Program

124.1 The Agency will continue to participate in the ACT Government's Graduate Administrative Assistant program. The number of graduates sponsored each year will be determined by the Agency taking into consideration the needs of the Agency and the available resources.

125. Management of Working Hours

125.1 The Agency acknowledges that for operational reasons there are circumstances from time to time where employees may be required to work periods of overtime beyond the standard hours of work to achieve key outputs within specified timeframes.

- 125.2 In recognition of this requirement, the Agency is committed to maintaining a workplace that supports its employees and provides access to reasonable working hours through fair and flexible work practices, including those work and life initiatives referred to in Section F of this Agreement.
- 125.3 The Agency also acknowledges that management has a role in providing effective leadership and monitoring the extent of hours worked by employees. On this basis, where employees are required to work hours in excess of the standard hours, management is responsible for ensuring that these employees have access to reasonable time off work in accordance with entitlements under this Agreement.

126. Building and Supporting a Professional Agency

- 126.1 Within 3 months of certification of the Agreement, the Agency will undertake to review the Agency's People and Business plan, with a view to incorporating the following strategies and initiatives:
- (a) continuation of current entry level employment programs such as the GAA program and the Cadetship/Traineeship Programs;
 - (b) consideration of reciprocal/secondment arrangements with private sector organisations;
 - (c) further improvements to recruitment practices;
 - (d) further development of a Workforce Strategy;
 - (e) continuation of a Mentoring Program;
 - (f) development of a rewards and recognition scheme;
 - (g) review of the performance management framework, with a focus on the learning and development components and training opportunities for employees, including consideration of the devolution of training budgets; and
 - (h) development of an orientation program for new/existing employees.

127. InTACT Trainees

- 127.1 An employee may be engaged by the Agency as an InTACT Technology Trainee or an InTACT Administration Trainee on a temporary basis for a period up to two years (the trainee period). A merit selection process will apply to the appointment of an employee as an Information Technology Trainee or an InTACT Administration Trainee.
- 127.2 InTACT Technology Trainees and InTACT Administration Trainees will be remunerated in accordance with the provisions of this Agreement, as specified in Schedule A and B.
- 127.3 Following the satisfactory completion of the trainee period, an InTACT Technology Trainee may be appointed as a permanent officer to the classification of Information Technology Officer Class 1 without the need for a further merit selection process. An internal selection process shall be used where there are a number of InTACT Technology Trainees potentially suitable for appointment to a lesser number of permanent positions.
- 127.4 Following the satisfactory completion of the trainee period, an InTACT Administration Trainee may be appointed as a permanent officer to the

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

classification of Administrative Service Officer Class 1 without the need for a further merit selection process. An internal selection process shall be used where there are a number of InTACT Administration Trainees potentially suitable for appointment to a lesser number of permanent positions.

128. Cadetship Program

- 128.1 This clause applies to those employees recruited through the Department of Treasury Cadetship Program.
- 128.2 The Cadetship Program provides individuals with the opportunity to work and gain experience in a central Government Agency whilst studying part-time for an appropriate tertiary degree.
- 128.3 As part of the program, Cadets will be required to:
- (a) complete a relevant tertiary qualification as required by the Agency, within the timeframe specified by the Agency;
 - (b) complete workplace training components as required by the Agency; and
 - (c) complete various workplace rotations throughout the Agency.
- 128.4 Cadets will be employed on a temporary contract basis for the duration of the program.
- 128.5 Cadets will be remunerated in accordance with the provisions of this Agreement.
- 128.6 On successful completion of the Cadetship, including the completion of the appropriate course of study, and subject to the Cadet's skills and abilities, the availability of positions in the Agency, and the qualification completed, Cadets will be appointed (without the need for a further merit selection process) to a permanent position in the Agency, either to the Professional or Research Officer Grade 1 or 2, or another appropriate classification as determined by the Agency.
- 128.7 An employee who is employed as a cadet will be entitled to be reimbursed for HECS or any compulsory fees paid to a tertiary institution they are required by the Agency to attend throughout the duration of the program. Cadets will also be entitled to reimbursement for reasonable expenses, as agreed by the Delegate, associated with completion of the program.
- 128.8 Completion of the program is subject to the Cadet achieving satisfactory results in the completion of the qualification. Where a Cadet must repeat a subject in a subsequent study period, he or she shall not be entitled to be reimbursed for the cost of repeating the subject, unless otherwise agreed by the relevant Delegate.

129. Salary Overpayment – Recovery of Monies

- 129.1 In the event that an employee has received a salary payment in excess of their lawful entitlement, the employer will be entitled to recover such monies in accordance with this clause.
- 129.2 Where an overpayment of salary has occurred, the employer will advise the employee in writing of the:
- (a) pay period (s) in which the overpayment occurred;
 - (b) nature of the overpayment;
 - (c) gross and net components of the overpayment;
 - (d) process for recovery of the overpayment; and
 - (e) proposed recovery rate.
- 129.3 For the purposes of clause 129.2, the minimum recovery rate will be 20% of the employee's gross fortnightly salary, unless otherwise agreed between the employer and the employee having regard for all circumstances including any taxation implications and whether the overpayment was received in good faith, prior to any recovery being made.
- 129.4 Where an employee, on the basis of exceptional circumstances, requests a reduction in the minimum recovery rate specified in clause 129.3, the Agency will not unreasonably refuse this request.
- 129.5 The method of recovery of the overpayment may include recovery by the employer:
- (a) as a lump sum in full; or
 - (b) instalment via payroll deduction through the Agency's salary system.
- 129.6 Any monies outstanding at the cessation of an employee's employment will normally be recovered by the employer via deduction from that employee's final entitlement unless hardship or extraordinary circumstances apply.
- 129.7 Where a Delegate determines that an overpayment is not recoverable, or the employee to whom the overpayment relates has ceased employment with the Agency, the provisions of the Agency's Chief Executive Financial Instructions, relating to the waiver and write off of monies, will apply.

130. Salary Underpayment;

- 130.1 The Agency commits to paying staff on the appropriate pay day. Where an employee is underpaid on their base rate, and the employee requests an adjustment, this will be processed as a matter of priority.

131. Part Time Employment on Resumption of Duty from Maternity or Parental Leave

- 131.1 This clause should be read in conjunction with clause 40 and 61 of this Agreement.
- 131.2 The Agency recognises that, in accordance with clause 61, employees returning from maternity or parental leave will be entitled to access regular part time employment for a period up to two years from the birth or adoption of their child.
- 131.3 Notwithstanding this entitlement, the parties acknowledge that to ensure a part time working situation is a fair and reasonable arrangement for both the employee and the Agency, the terms for a part time work arrangement, including hours of work, the pattern of hours of work, and the work placement on return must be mutually agreed between the employee and the relevant supervisor/manager.
- 131.4 In agreeing part time work arrangements, the Agency and the employee will take into consideration the workload and the nature of the duties of any position the employee is likely to return to, the implications of the part time work arrangement for the workplace, and the personal circumstances of the employee, including childcare arrangements. On this basis, the Agency will not unreasonably refuse a request by the employee for specific part time employment arrangements.
- 131.5 Further to clause 131.4, in agreeing part time work arrangements the Agency is committed to placing the employee at their substantive classification, and to provide training and support to the employee in transition to the part time position.
- 131.6 Where an employee is returning to part time employment following a period of maternity or parental leave in accordance with clause 61, the employee and the Agency will discuss (and agree where practicable) to the part time work arrangements no later than 1 month prior to the agreed date of return to work.

132. Health and Wellbeing Strategy

- 132.1 For the purpose of implementing clause 14 and 34 of this Agreement, the parties agree to the provisions in this clause.
- 132.2 The parties to the Agreement acknowledge the benefits of maintaining a healthy and productive workforce, and more importantly encouraging a culture that supports this concept.
- 132.3 In recognition of this commitment the Agency, within six months of the certification of this Agreement, will undertake to develop a Health and Well Being Strategy.
- 132.4 To ensure a level of ownership of the strategy by employees, the JUMCC, or the WCC, will facilitate the establishment of a working group which will be established to develop the health and well being strategy.
- 132.5 Development of the strategy will aim to:
- (a) provide information and a supportive work environment that encourages a healthy lifestyle;

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- (b) coordinate and continue to promote existing activities such as workplace massage, yoga programs, influenza vaccinations, and reimbursement for eyesight testing;
- (c) increase productivity through reduced absenteeism;
- (d) deliver savings through reduced compensation claims; and
- (e) examine the feasibility of the implementation of new initiatives, and provide recommendations to the Chief Executive regarding the implementation of new activities, programs and initiatives that acknowledge the diversity of the workforce.

132.6 The parties agree that during the life of the Agreement, a range of new initiatives, programs or incentives may be approved by the Chief Executive, and may include:

- (a) the implementation of an arrangement that provides reimbursement of expenses to employees for the purposes undertaking health promotion activities, some of which will be to assist individual's to better manage their health and some which are designed to provide a healthier work and job environment; and
- (b) discount registration/membership fees for employees joining fitness or health clubs or participating in fitness related activities, by way of negotiation with relevant organisations.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

Schedule A – Classification; and Rates of Pay

	A Salary Prior to Certification#		B Stage 2 Parity From 1.4.04	C 2.5% from 1.4.04	D 4% from 1.4.05	E 4% from 1.4.06
	DT	Procurement Solutions;				
Administrative Services Officer Class 1						
Under 18 years	\$17,516	\$19,040	\$17,954	\$18,403	\$19,139	\$19,904
At 18 years	\$20,435	\$21,945	\$20,946	\$21,470	\$22,328	\$23,221
At 19 years	\$23,645	\$25,139	\$24,236	\$24,842	\$25,836	\$26,869
At 20 years	\$26,565	\$28,425	\$27,229	\$27,910	\$29,026	\$30,187
Adult	\$29,193	\$30,658	\$29,923	\$30,671	\$31,898	\$33,174
	\$30,173	\$31,796	\$30,927	\$31,701	\$32,969	\$34,287
	\$30,992	\$32,576	\$31,767	\$32,561	\$33,863	\$35,218
	\$32,264	\$33,594	\$33,071	\$33,897	\$35,253	\$36,663
Administrative Services Officer Class 2	\$33,040	\$34,365	\$33,866	\$34,713	\$36,101	\$37,545
	\$33,948	\$35,483	\$34,797	\$35,667	\$37,093	\$38,577
	\$34,840	\$36,155	\$35,711	\$36,604	\$38,068	\$39,591
	\$35,743	\$37,203	\$36,637	\$37,552	\$39,055	\$40,617
	\$36,638	\$37,945	\$37,554	\$38,493	\$40,033	\$41,634
Administrative Services Officer Class 3	\$37,632	\$39,092	\$38,573	\$39,537	\$41,119	\$42,763
	\$38,611	\$39,907	\$39,576	\$40,566	\$42,188	\$43,876
	\$39,588	\$40,879	\$40,578	\$41,592	\$43,256	\$44,986
	\$40,615	\$41,900	\$41,630	\$42,671	\$44,378	\$46,153
Administrative Services Officer Class 4	\$41,945	\$43,224	\$42,994	\$44,068	\$45,831	\$47,664
	\$43,275	\$44,839	\$44,357	\$45,466	\$47,284	\$49,176
	\$44,401	\$45,853	\$45,511	\$46,649	\$48,515	\$50,455
	\$45,541	\$46,802	\$46,680	\$47,847	\$49,760	\$51,751
Administrative Services Officer Class 5	\$46,783	\$48,342	\$47,953	\$49,151	\$51,117	\$53,162
	\$48,245	\$49,593	\$49,451	\$50,687	\$52,715	\$54,823
	\$49,606	\$50,845	\$50,846	\$52,117	\$54,202	\$56,370
Administrative Services Officer Class 6	\$50,525	\$51,761	\$51,788	\$53,083	\$55,206	\$57,414
	\$51,784	\$53,285	\$53,079	\$54,406	\$56,582	\$58,845
	\$53,202	\$54,736	\$54,532	\$55,895	\$58,131	\$60,456
	\$55,876	\$57,083	\$57,273	\$58,705	\$61,053	\$63,495
	\$58,039	\$59,234	\$59,490	\$60,977	\$63,416	\$65,953

#Salary prior to certification - **Procurement Solutions** refers to those employees who were covered by the ACT Procurement Solutions Enterprise Bargaining Agreement 2001-2002 prior to the machinery of Government movement to the Department of Treasury. **DT** refers to all other employees under the Department of Treasury portfolio to whom this Agreement applies.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

	A Salary Prior to Certification		B Stage 2 Parity From 1.4.04	C 2.5% from 1.4.04	D 4% from 1.4.05	E 4% from 1.4.06
	DT	Procurement Solutions				
Information Technology Officer Trainee	\$29,193	N/A	\$29,923	\$30,671	\$31,898	\$33,174
Information Technology Officer Class 1	\$40,615	N/A	\$41,630	\$42,671	\$44,378	\$46,153
	\$41,945	N/A	\$42,994	\$44,068	\$45,831	\$47,664
	\$43,275	N/A	\$44,357	\$45,466	\$47,284	\$49,176
	\$44,401	N/A	\$45,511	\$46,649	\$48,515	\$50,455
	\$45,541	N/A	\$46,680	\$47,847	\$49,760	\$51,751
	\$46,439	N/A	\$47,600	\$48,790	\$50,742	\$52,771
Information Technology Officer Class 2	\$50,525	N/A	\$51,788	\$53,083	\$55,206	\$57,414
	\$51,784	N/A	\$53,079	\$54,406	\$56,582	\$58,845
	\$53,202	N/A	\$54,532	\$55,895	\$58,131	\$60,456
	\$55,876	N/A	\$57,273	\$58,705	\$61,053	\$63,495
	\$58,039	N/A	\$59,490	\$60,977	\$63,416	\$65,953
Public Affairs Officer 1	\$43,275	N/A	\$44,357	\$45,466	\$47,284	\$49,176
	\$45,378	N/A	\$46,512	\$47,675	\$49,582	\$51,566
	\$47,484	N/A	\$48,671	\$49,888	\$51,883	\$53,959
	\$49,606	N/A	\$50,846	\$52,117	\$54,202	\$56,370
Public Affairs Officer 2	\$52,629	N/A	\$53,945	\$55,293	\$57,505	\$59,805
	\$55,553	N/A	\$56,942	\$58,365	\$60,700	\$63,128
	\$59,806	N/A	\$61,301	\$62,834	\$65,347	\$67,961
Public Affairs Officer 3	\$67,225	N/A	\$68,906	\$70,628	\$73,453	\$76,392
	\$75,977	N/A	\$77,876	\$79,823	\$83,016	\$86,337
	\$79,494	N/A	\$81,481	\$83,518	\$86,859	\$90,333

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

	A Salary Prior to Certification		B Stage 2 Parity From 1.4.04	C 2.5% from 1.4.04	D 4% from 1.4.05	E 4% from 1.4.06
	DT	Procurement Solutions				
Professional Officer Class 1	\$35,234	\$36,648	\$36,115	\$37,018	\$38,498	\$40,038
	\$36,637	\$37,945	\$37,553	\$38,492	\$40,031	\$41,633
	\$38,770	\$40,561	\$39,739	\$40,733	\$42,362	\$44,057
	\$41,358	\$42,639	\$42,392	\$43,452	\$45,190	\$46,997
	\$44,253	\$45,853	\$45,359	\$46,493	\$48,353	\$50,287
	\$47,090	\$48,342	\$48,267	\$49,474	\$51,453	\$53,511
	\$49,430	\$50,845	\$50,666	\$51,932	\$54,010	\$56,170
Professional Officer Class 2	\$50,525	\$51,761	\$51,788	\$53,083	\$55,206	\$57,414
	\$52,057	\$53,285	\$53,359	\$54,693	\$56,881	\$59,156
	\$53,516	\$54,736	\$54,854	\$56,225	\$58,474	\$60,813
	\$54,793	\$56,418	\$57,273	\$58,705	\$61,053	\$63,495
	\$56,467	\$57,668	\$59,490	\$60,977	\$63,416	\$65,953
Senior Information Technology Officer Grade A	\$87,785	N/A	\$89,980	\$92,229	\$95,918	\$99,755
Senior Information Technology Officer Grade B	\$75,586	N/A	\$77,476	\$79,413	\$82,589	\$85,893
	\$79,494	N/A	\$81,481	\$83,518	\$86,859	\$90,333
	\$85,090	N/A	\$87,217	\$89,398	\$92,974	\$96,693
Senior Information Technology Officer Grade C	\$63,972	N/A	\$65,571	\$67,211	\$69,899	\$72,695
	\$68,976	N/A	\$70,700	\$72,468	\$75,367	\$78,381
Senior Officer Grade A	\$87,785	\$88,827	\$89,980	\$92,229	\$95,918	\$99,755
Senior Officer Grade B	\$75,586	\$76,691	\$77,476	\$79,413	\$82,589	\$85,893
	\$79,494	\$80,578	\$81,481	\$83,518	\$86,859	\$90,333
	\$85,090	\$86,146	\$87,217	\$89,398	\$92,974	\$96,693

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

	A Salary Prior to Certification		B Stage 2 Parity From 1.4.04	C 2.5% from 1.4.04	D 4% from 1.4.05	E 4% from 1.4.06
	DT	Procurement Solutions				
Senior Officer Grade C	\$63,972	\$65,135	\$65,571	\$67,211	\$69,899	\$72,695
	\$68,976	\$70,115	\$70,700	\$72,468	\$75,367	\$78,381
Senior Public Affairs Officer 1	\$85,090	N/A	\$87,217	\$89,398	\$92,974	\$96,693
Senior Public Affairs Officer 2	\$89,205	N/A	\$91,435	\$93,721	\$97,470	\$101,369
Senior Professional Officer Grade A	\$87,785	\$88,827	\$89,980	\$92,229	\$95,918	\$99,755
Senior Professional Officer Grade B	\$75,586	\$76,691	\$77,476	\$79,413	\$82,589	\$85,893
	\$79,494	\$80,578	\$81,481	\$83,518	\$86,859	\$90,333
	\$85,090	\$86,146	\$87,217	\$89,398	\$92,974	\$96,693
Senior Professional Officer Grade C	\$63,972	\$65,135	\$65,571	\$67,211	\$69,899	\$72,695
	\$68,976	\$70,115	\$70,700	\$72,468	\$75,367	\$78,381
		\$74,345*	N/A	\$76,204*	\$79,252*	\$84,422*
Principal Research Officer	\$59,512	N/A	\$61,301	\$62,834	\$65,347	\$67,961
	\$64,644	N/A	\$66,588	\$68,253	\$70,983	\$73,822
Research Officer Grade 1	\$33,782	N/A	\$34,797	\$35,667	\$37,093	\$38,577
	\$34,668	N/A	\$35,711	\$36,604	\$38,068	\$39,591
	\$35,568	N/A	\$36,637	\$37,552	\$39,055	\$40,617
	\$36,459	N/A	\$37,554	\$38,493	\$40,033	\$41,634
	\$37,448	N/A	\$38,573	\$39,537	\$41,119	\$42,763
	\$38,422	N/A	\$39,576	\$40,566	\$42,188	\$43,876
	\$39,393	N/A	\$40,578	\$41,592	\$43,256	\$44,986
	\$40,415	N/A	\$41,630	\$42,671	\$44,378	\$46,153

* Retention point only – refer clause 114

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

	A Salary Prior to Certification		B Stage 2 Parity From 1.4.04	C 2.5% from 1.4.04	D 4% from 1.4.05	E 4% from 1.4.06
	DT	Procurement Solutions				
Research Officer Grade 2	\$41,739	N/A	\$42,994	\$44,068	\$45,831	\$47,664
	\$43,063	N/A	\$44,357	\$45,466	\$47,284	\$49,176
	\$44,183	N/A	\$45,511	\$46,649	\$48,515	\$50,455
	\$45,317	N/A	\$46,680	\$47,847	\$49,760	\$51,751
Senior Research Officer 1	\$46,554	N/A	\$47,953	\$49,151	\$51,117	\$53,162
	\$48,009	N/A	\$49,451	\$50,687	\$52,715	\$54,823
	\$49,364	N/A	\$50,846	\$52,117	\$54,202	\$56,370
Senior Research Officer 2	\$50,277	N/A	\$51,788	\$53,083	\$55,206	\$57,414
	\$51,529	N/A	\$53,079	\$54,406	\$56,582	\$58,845
	\$52,942	N/A	\$54,532	\$55,895	\$58,131	\$60,456
	\$55,602	N/A	\$57,273	\$58,705	\$61,053	\$63,495
	\$57,754	N/A	\$59,490	\$60,977	\$63,416	\$65,953
Legal 1	\$38,580	N/A	\$39,739	\$40,733	\$42,362	\$44,057
	\$41,155	N/A	\$42,392	\$43,452	\$45,190	\$46,997
	\$44,037	N/A	\$45,359	\$46,493	\$48,353	\$50,287
	\$46,859	N/A	\$48,267	\$49,474	\$51,453	\$53,511
	\$50,277	N/A	\$51,788	\$53,083	\$55,206	\$57,414
	\$53,253	N/A	\$54,854	\$56,225	\$58,474	\$60,813
	\$56,190	N/A	\$57,879	\$59,326	\$61,699	\$64,167
	\$63,657	N/A	\$65,571	\$67,211	\$69,899	\$72,695
	\$68,638	N/A	\$70,700	\$72,468	\$75,367	\$78,381
	\$79,104	N/A	\$81,481	\$83,518	\$86,859	\$90,333
Legal 2	\$85,943	N/A	\$88,525	\$90,738	\$94,368	\$98,143
	\$89,475	N/A	\$92,164	\$94,468	\$98,247	\$102,177

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

	A Salary Prior to Certification		B Stage 2 Parity From 1.4.04	C 2.5% from 1.4.04	D 4% from 1.4.05	E 4% from 1.4.06
	DT	Procurement Solutions				
Technical Officer Level 1	N/A	\$35,483	\$35,019	\$35,895	\$37,330	\$38,824
	N/A	\$36,155	\$35,651	\$36,542	\$38,003	\$39,524
	N/A	\$36,648	\$36,217	\$37,123	\$38,608	\$40,152
	N/A	\$37,203	\$36,789	\$37,709	\$39,217	\$40,786
Technical Officer Level 2	N/A	\$38,409	\$38,033	\$38,983	\$40,543	\$42,164
	N/A	\$39,907	\$39,262	\$40,243	\$41,853	\$43,527
	N/A	\$40,561	\$40,250	\$41,256	\$42,906	\$44,622
	N/A	\$41,900	\$41,343	\$42,377	\$44,072	\$45,835
	N/A	\$42,639	\$42,392	\$43,452	\$45,190	\$46,997
	N/A	\$43,981	\$43,774	\$44,868	\$46,663	\$48,529
Technical Officer Level 3	N/A	\$44,839	\$44,656	\$45,773	\$47,603	\$49,508
	N/A	\$45,853	\$45,703	\$46,845	\$48,719	\$50,668
	N/A	\$47,383	\$46,992	\$48,167	\$50,094	\$52,097
	N/A	\$48,342	\$48,267	\$49,474	\$51,453	\$53,511
	N/A	\$49,593	\$49,556	\$50,795	\$52,826	\$54,939
	N/A	\$50,845	\$50,666	\$51,932	\$54,010	\$56,170
Technical Officer Level 4	N/A	\$51,761	\$51,788	\$53,083	\$55,206	\$57,414
	N/A	\$53,285	\$53,359	\$54,693	\$56,881	\$59,156
	N/A	\$54,736	\$54,854	\$56,225	\$58,474	\$60,813
	N/A	\$56,006	\$57,273	\$58,705	\$61,053	\$63,495
	N/A	\$57,668	\$59,490	\$60,977	\$63,416	\$65,953
Senior Officer (Technical) Grade B	N/A	\$76,691	\$77,476	\$79,413	\$82,589	\$85,893
	N/A	\$80,578	\$81,481	\$83,518	\$86,859	\$90,333
	N/A	\$86,146	\$87,217	\$89,398	\$92,974	\$96,693
Senior Officer (Technical) Grade C	N/A	\$65,135	\$65,571	\$67,211	\$69,899	\$72,695
	N/A	\$70,115	\$70,700	\$72,468	\$75,367	\$78,381

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

	A Salary Prior to Certification		B Stage 2 Parity From 1.4.04	C 2.5% from 1.4.04	D 4% from 1.4.05	E 4% from 1.4.06
	DT	Procurement Solution;				
SPO (Eng & Related) A	N/A	\$90,239	\$91,435	\$93,721	\$97,470	\$101,369
Cadet Professional Officer						
Under 18 years	N/A	N/A	\$17,954	\$18,403	\$19,139	\$19,904
At 18 years	N/A	N/A	\$20,946	\$21,470	\$22,328	\$23,221
At 19 years	N/A	N/A	\$24,236	\$24,842	\$25,836	\$26,869
At 20 years	N/A	N/A	\$27,229	\$27,910	\$29,026	\$30,187
Adult	N/A	N/A	\$29,923	\$30,671	\$31,898	\$33,174
	N/A	N/A	\$30,927	\$31,701	\$32,969	\$34,287
	N/A	N/A	\$31,767	\$32,561	\$33,863	\$35,218
	N/A	N/A	\$33,071	\$33,897	\$35,253	\$36,663
	N/A	N/A				

	Stage 2 Parity From 1.4.04	2.5% from 1.4.04	Translation from 1.2.05	4% from 1.4.05	4% from 1.4.06
Graduate Administrative Assistant	\$35,709	\$36,602	\$39,537	\$41,119	\$42,763
	\$37,553	\$38,492	\$41,592	\$43,256	\$44,986

Schedule B – Weekly Rates of Pay for Trainees

Wage Level A – Stage 2 Parity (2.5%) and 2.5% increase with effect from 1.4.04

	Highest year of schooling completed		
	Year 10 \$ per week	Year 11 \$ per week	Year 12 \$ per week
School Leaver	182.70 (50%)	225.73 (33%)	-
	212.96 (33%)	254.88 (25%)	308.41
Plus 1 year out of school	254.88	308.41	359.58
Plus 2 years	308.41	359.58	417.78
Plus 3 years	359.58	417.78	477.09
Plus 4 years	417.78	477.09	-
Plus 5 or more years	477.09	-	-

Wage Level A – 4% increase with effect from 1.4.05

	Highest year of schooling completed		
	Year 10 \$ per week	Year 11 \$ per week	Year 12 \$ per week
School Leaver	190.01 (50%)	234.76 (33%)	-
	221.48 (33%)	265.08 (25%)	320.75
Plus 1 year out of school	265.08	320.75	373.96
Plus 2 years	320.75	373.96	434.49
Plus 3 years	373.96	434.49	496.17
Plus 4 years	434.49	496.17	-
Plus 5 or more years	496.17	-	-

Wage Level A – 4% increase with effect from 1.4.06

	Highest year of schooling completed		
	Year 10 \$ per week	Year 11 \$ per week	Year 12 \$ per week
School Leaver	197.61 (50%)	244.15 (33%)	-
	230.34 (33%)	275.68 (25%)	333.58
Plus 1 year out of school	275.68	333.58	388.92
Plus 2 years	333.58	388.92	451.87
Plus 3 years	388.92	451.87	516.02
Plus 4 years	451.87	516.02	-
Plus 5 or more years	516.02	-	-

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

Wage Level B – Stage 2 Parity (2.5%) and 2.5% increase with effect from 1.4.04

	Highest year of schooling completed		
	Year 10 \$ per week	Year 11 \$ per week	Year 12 \$ per week
School Leaver	182.70 (50%)	225.73 (33%)	-
	212.96 (33%)	254.88 (25%)	296.75
Plus 1 year out of school	254.88	296.75	342.08
Plus 2 years	296.75	342.08	401.50
Plus 3 years	342.08	401.50	456.18
Plus 4 years	401.50	456.18	-
Plus 5 or more years	456.18	-	-

Wage Level B – 4% increase with effect from 1.4.05

	Highest year of schooling completed		
	Year 10 \$ per week	Year 11 \$ per week	Year 12 \$ per week
School Leaver	190.01 (50%)	234.76 (33%)	-
	221.48 (33%)	265.08 (25%)	308.62
Plus 1 year out of school	265.08	308.62	355.77
Plus 2 years	308.62	355.77	417.56
Plus 3 years	355.77	417.56	474.43
Plus 4 years	417.56	474.43	-
Plus 5 or more years	474.43	-	-

Wage Level B – 4% increase with effect from 1.4.06

	Highest year of schooling completed		
	Year 10 \$ per week	Year 11 \$ per week	Year 12 \$ per week
School Leaver	197.61 (50%)	244.15 (33%)	-
	230.34 (33%)	275.68 (25%)	320.96
Plus 1 year out of school	275.68	320.96	370.00
Plus 2 years	320.96	370.00	434.26
Plus 3 years	370.00	434.26	493.41
Plus 4 years	434.26	493.41	-
Plus 5 or more years	493.41	-	-

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

Wage Level C – Stage 2 Parity (2.5%) and 2.5% increase with effect from 1.4.04

	Highest year of schooling completed		
	Year 10 \$ per week	Year 11 \$ per week	Year 12 \$ per week
School Leaver	182.70 (50%)	225.73 (33%)	-
	212.96 (33%)	254.88 (25%)	287.40
Plus 1 year out of school	254.88	287.40	323.49
Plus 2 years	287.40	323.49	361.89
Plus 3 years	323.49	361.89	403.81
Plus 4 years	361.89	403.81	-
Plus 5 or more years	403.81	-	-

Wage Level C – 4% increase with effect from 1.4.05

	Highest year of schooling completed		
	Year 10 \$ per week	Year 11 \$ per week	Year 12 \$ per week
School Leaver	190.01 (50%)	234.76 (33%)	-
	221.48 (33%)	265.08 (25%)	298.89
Plus 1 year out of school	265.08	298.89	336.43
Plus 2 years	298.89	336.43	376.36
Plus 3 years	336.43	376.36	419.96
Plus 4 years	376.36	419.96	-
Plus 5 or more years	419.96	-	-

Wage Level C – 4% increase with effect from 1.4.06

	Highest year of schooling completed		
	Year 10 \$ per week	Year 11 \$ per week	Year 12 \$ per week
School Leaver	197.61 (50%)	244.15 (33%)	-
	230.34 (33%)	275.68 (25%)	310.85
Plus 1 year out of school	275.68	310.85	349.88
Plus 2 years	310.85	349.88	391.42
Plus 3 years	349.88	391.42	436.76
Plus 4 years	391.42	436.76	-
Plus 5 or more years	436.76	-	-

Schedule C – Agreed Framework for Special Employment Arrangements

1. Introduction

- 1.1 This Framework applies to both individual Special Employment Arrangements (SEAs) and to SEAs for groups of employees.
- 1.2 In this Framework, a reference to position, employee, occupant or union includes positions, employees, occupants or unions.

2. Approval

- 2.1 A SEA may only be agreed and approved in accordance with this Framework.
- 2.2 The Chief Executive may only approve a SEA if the Chief Executive is satisfied that the position and the employee occupying the position meet the SEA eligibility criteria set out in clause 4.1 of this Framework.
- 2.3 Where the Chief Executive considers that a position and an employee meet the SEA eligibility criteria, the Chief Executive must consult with the union(s) before entering into a SEA. In consulting with the union, the Chief Executive will:
 - (a) provide the union with relevant information used by the Chief Executive for this purpose (this information is to be provided to the union for the sole purpose of implementing this clause);
 - (b) give the union a reasonable opportunity to consider this information and, if the union wishes, it may provide its written views to the Chief Executive within 7 days about whether the position and the employee meet the eligibility criteria; and
 - (c) take into account any views of the union and provide a written response before deciding to enter into a SEA.

If the matter remains in dispute, either party may invoke the dispute settling procedures of this Agreement.

- 2.4 Unless a dispute has been notified to the Chief Executive, at any time following the conclusion of the consultation required under clause 2.3, the Chief Executive and an employee may agree on the terms of a SEA to apply to the position that the employee occupies.
- 2.5 Prior to any SEA being agreed, the Chief Executive must discuss the proposed terms of the SEA with the employee who is currently occupying the position or who has been promoted to or appointed to the position. In these discussions, the employee may invite a union or other representative to assist the employee.
- 2.6 A SEA must not be agreed where it would result, when assessed as a whole, in a reduction in the overall terms and conditions of employment provided for the employee under this Agreement or under an award.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

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

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

3. Application

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

3.2 The Special Employment Arrangement will operate until this Agreement is replaced by a further certified agreement.

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

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

- (a) the Chief Executive determines, following a review provided for under section 6 of this Framework, the SEA should no longer apply to the position;
or
- (b) the employee vacates the position identified in the Agreement.

3.5 Where an employee party to a SEA temporarily vacates the position and another employee is selected to act in the position, that SEA will apply to the employee who is to act in the position.

3.6 A SEA will continue to operate outside the Agency where the transfer of the occupant occurs in connection with Machinery of Government or management initiated changes and the position and the occupant continue to meet the SEA eligibility criteria for the SEA.

3.7 If following the Machinery of Government or management initiated changes, the position and the occupant do not meet the eligibility criteria, the SEA ceases to operate.

3.8 The Agency must provide the employee with a minimum of 90 days written notice before the SEA ceases to operate under clauses 3.4 or 3.7.

4. Special Employment Arrangement Eligibility Criteria

4.1 The eligibility criteria under which the Chief Executive may approve a SEA to apply to a position are as follows:

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

- 4.2 In considering clause 4.1(c), the Chief Executive must take into account relevant market data.
- 4.3 Where an employee on an existing AWA agrees to terminate the existing AWA, the position that the employee occupies will be deemed to have met the eligibility criteria at clause 4.1.

5. Scope of a Special Employment Arrangement

- 5.1 A SEA may contain:
- (a) enhanced rates of pay rates, which must not exceed 40% of the existing salary of the occupant of the position under this Agreement;
 - (b) for staff on existing Australian Workplace Agreements who wish to transfer to the new arrangements, other terms and conditions of employment relating to superannuation, working arrangements and leave, provided these do not reduce entitlements under relevant awards and legislation and where these conditions currently exist in their AWA; and
 - (c) provision for privately plated vehicles where the Chief Executive considers there is a clear, unambiguous and exceptional need.
- 5.2 The rates of salary component of a SEA counts for salary for all purposes including superannuation and for the purposes of calculating recreation leave, long service leave, paid personal leave, paid maternity leave and other paid leave granted under this Agreement. If leave is on reduced pay or without pay, the salary component of the SEA must be reduced on a pro-rata basis.
- 5.3 Normal incremental advancement will continue to apply in relation to the existing salary of the employee.
- 5.4 The salary component of a SEA is payable fortnightly and is not available as a lump sum payment.
- 5.5 The terms of the SEA must contain provisions:
- (a) setting out the level of the employee's existing salary;
 - (b) setting out the salary component and, for employees transferring from AWAs, any other conditions that are to apply under the SEA;
 - (c) stating that the terms and conditions of the employee will revert to the applicable rates of salary and terms and conditions of employment under this Agreement in the event the SEA ceases to operate; and
 - (d) containing the terms of this Framework.

6. Review of Special Employment Arrangement

- 6.1 The Chief Executive must review a SEA every 12 months from the date of commencement of the SEA to determine whether it should continue to operate.
- 6.2 In addition, the Chief Executive must also review a SEA where:

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

- (a) the position is no longer critical to the operation of the Agency or business unit in the Agency; or
 - (b) the employee no longer holds the required specialist qualifications.
- 6.3 In reviewing the SEA, the Chief Executive must consider whether the position and the employee continue to meet the SEA eligibility criteria. The Chief Executive must take into account relevant market data when reviewing a SEA.
- 6.4 The Chief Executive will consult with the employee party to the SEA when undertaking a review. In these consultations, the employee may invite a union or other representative to assist the employee.
- 6.5 The Chief Executive will also consult with the union(s) when undertaking a review. The Chief Executive will:
- (a) provide the union with relevant information used by the Chief Executive for this purpose (this information is to be provided to the union for the sole purpose of implementing this clause);
 - (b) give the union a reasonable opportunity to consider this information and, if the union wishes, it may provide its written views to the Chief Executive within 7 days about whether the position and the employee meet the eligibility criteria; and
 - (c) take into account any views of the union and provide a written response before deciding to enter into a SEA.

If the matter remains in dispute, either party may invoke the dispute settling procedures of this Agreement.

- 6.6 If, following the conclusion of the consultation required under clauses 6.3 and 6.4 and unless a dispute has been notified to the Chief Executive:
- (a) the Chief Executive concludes from the review that the position and employee continue to meet the SEA eligibility criteria, the SEA will continue to apply to the employee; or
 - (b) the Chief Executive considers that the terms of the SEA should be varied to reflect relevant changes, the SEA will be varied accordingly.
- 6.7 If, following the conclusion of the consultation required under clauses 6.3 and 6.4 and unless a dispute has been notified to the Chief Executive, the Chief Executive concludes from the review that the position and employee do not meet the SEA eligibility criteria, the SEA will cease to operate.
- 6.8 The Agency must provide the employee with a minimum of 90 days written notice before the SEA ceases to operate under clause 6.7 or is varied under clause 6.6(b).

7. Salary Packaging

- 7.1 Remuneration and conditions provided under a SEA may be used for the purposes of salary packaging in accordance with the Flexible Remuneration Packaging provisions of this Agreement. Where an employee salary packages any part of the terms of a SEA and in accordance with this Framework the SEA ceases to apply, the

employee must notify the salary packaging provider that the terms of the SEA can no longer be packaged.

8. Notification

8.1 The Chief Executive, Chief Minister's Department will provide the Minister for Industrial Relations on a quarterly basis with information on the number, terms and classifications of all SEAs approved by each Agency Chief Executive. A copy of that report will be provided to the Single Bargaining Unit, subject to the Privacy Act 1988 and Principles.

8.3 The Agency will include information about SEAs approved by the Chief Executive during the reporting year in its annual report.

9. Interpretation

9.1 In this Framework, unless the contrary intention appears:

'approved remuneration consultant' means an organisation external to the ACT Public Service who provides consultancy-based and training services in the field of jobsizing assessments or market surveys and is approved by the Chief Minister's Department.

'existing salary' in relation to an employee is the actual salary payable under this Agreement on the date the SEA commences, or for a review, on the date that the SEA is approved or varied following review.

'internal remuneration employee' includes an employee who has successfully undertaken training from an approved remuneration consultant in relation to jobsizing assessments or market surveys. The Chief Executive must approve an internal remuneration employee.

'occupant' means an employee who occupies a position in the Agency to which a SEA applies.

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

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

Schedule D - Expense, Disability and Skill Related Allowances

ACTP\$ Wide Allowances

Allowance	Payment Frequency	Stage 2 Parity from 1.4.04	2.5% from 1.4.04	4% from 1.4.05	4% from 1.4.06
First Aid Allowance – Base level	per fortnight	\$16.79	\$17.21	\$17.90	\$18.61
First Aid Allowance – Advanced level	per fortnight	\$21.01	\$21.54	\$22.40	\$23.30
First Aid Allowance – Specialist level	per fortnight	\$24.94	\$25.56	\$26.58	\$27.65

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

Schedule E – Other Leave

Purpose of Leave	With/ Without pay	Counts as Service	Description of Leave
Arbitration	With/ Without	Yes	Granted to an employee who is a representative of a staff organisation to present a case, give evidence in proceedings or prepare material for submission to the AIRC.
To accompany domestic partner on a posting	Without	No	<p>Granted to an employee for the purposes of accompanying their domestic partner for the period, or part of the period of a temporary posting overseas or interstate. Maximum period is the period during which the spouse of the employee is required to perform duties overseas, or interstate.</p> <p>Schools Assistants working in schools, returning the duty after accompanying a domestic partner on a posting must recommence duties at the commencement of the next school year.</p>
Campaign	Without	No	<p>Granted to an employee to enable them to campaign for their election to:</p> <ul style="list-style-type: none"> • the Legislative Assembly of the Australian Capital Territory; • a House of the Parliament of the Commonwealth or of a State; or • a legislative or advisory body which has been approved by the Commissioner. <p>Maximum period is 3 months.</p>
Ceremonial	Without	No	Granted to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes connected with the death of a member of their immediate or extended family, or for other ceremonial obligations - maximum of 10 days in any 2 year period in addition to bereavement leave.
Employment associated with compensation leave	Without	Yes	<p>Granted to an employee to engage in employment outside the ACTPS if:</p> <ul style="list-style-type: none"> • the employee is, or was, entitled to compensation leave; and • the employment is part of a rehabilitation process. <p>Maximum period is 3 years.</p> <p>Granted to an employee who is on a graduated return to work program to have a form of special recreation leave for the amount of excess recreation leave they would normally be deemed to have taken but have been unable to, due to their compensation leave.</p>
Special recreation leave on return from compensation leave			<p>Where an employee is on full time compensation leave on 1 July and the provisions of Part 17 Rule 11 of the PSM Standards would normally apply, the deeming process is effectively deferred upon their return to duty for either:</p> <ul style="list-style-type: none"> • 12 months upon the commencement of a graduated return to work (GRTW) program; or

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

Purpose of leave	With/ Without pay	Counts as service	Description of Leave
Special recreation leave on return from compensation leave (cont.)			<ul style="list-style-type: none"> • 3 months if they return to normal working hours, provided this does not extend the deferral beyond the original 12 months. <p>Where an employee is on a GRTW program on 1 July and the provisions of Part 21 Rule 11 of the PSM Standards would normally apply, the deeming process is effectively deferred for 12 months from 1 July or for 3 months after a return to normal working hours provided this does not extend the deferral beyond the original 12 months.</p> <p>The granting of leave during a GRTW should be carefully considered by the appropriate approving authority and the Rehabilitation Case Manager as it may have a detrimental effect on any return to work program.</p> <p>If at the end of the 12 month or 3 month period, there is still an excess recreation leave credit, the employee is deemed immediately to be on recreation leave for a period equalling the remainder of the excess credit.</p> <p>If an employee is still on GRTW at the end of 12 months and they have accrued another recreation leave credit, and this is also excess, the above provisions apply to the extent that 6 months is substituted for 12 months.</p>
Defence service	With for first 14 days then without	Yes except for annual leave	<p>Granted to an employee to enable them to undertake a period of specified defence service as set out in this section.</p> <p>Leave granted after the commencement of a period of leave is deemed to take effect at the commencement of that period (that is, retrospective approval).</p> <p>The relevant Chief Executive may grant leave to an employee to enable them to perform full time defence service as set out in this section.</p> <p>A Chief Executive may grant leave to an employee to perform full-time service in a time of war as defined in the <i>Defence Act 1903</i> and/or for the purposes of the United Nations in:</p> <ul style="list-style-type: none"> • the Defence Force; • a naval, military or air force of a country allied or associated with Australia for the purposes of defence; or • a naval, military or air force of the United Nations. <p>A Chief Executive may grant leave for an employee to undertake continuous full-time service as a member of the Navy, Army or Air Force for a period not exceeding 4 years for which the employee has volunteered.</p> <p>If an employee, under Commonwealth law is required to render additional service at the conclusion of the period of service for which they have volunteered to serve, the leave granted under this section by a Chief</p>

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

Purpose of leave	With/ Without pay	Counts as service	Description of Leave
Defence service (cont)	A period, or periods of leave, not exceeding 33 days in aggregate – with	A period, or periods of leave, not exceeding 33 days in aggregate – yes	<p>Executive to that employee is extended for the period necessary to enable the employee to undertake that additional service.</p> <p>If an employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose.</p> <p>Granted to an employee to enable them to undertake the following defence service training:</p> <ul style="list-style-type: none"> • annual training as a member of the Navy, Army or Air Force; • training for a continuous period of not less than 28 days, including Saturdays and Sundays, in the case of members of the Navy who are not required to perform annual training, but who are required to undergo a period of training at intervals of not less than 2 years; or • attendance at a school, class or course of instruction, conducted for the training of members of the Navy, Army or Air Force. <p>Maximum period of leave in a year for annual training is:</p> <ul style="list-style-type: none"> • member of the Navy – 13 days; • member of the Army – 14 days; • member of the Air Force – 16 days. <p>Maximum period of leave in a year for attendance at a school, class or course of instruction, conducted for the training of members of the Navy, Army or Air Force is:</p> <ul style="list-style-type: none"> • member of the Navy – 13 days; • member of the Army – 16 days; • member of the Air Force – 16 days. <p>Maximum period of defence service leave set out above includes any Saturday or Sunday between the first day of a period of leave in respect of a continuous period of training and the last day of that period of leave.</p> <p>If a person who is the commander of an employee in relation to an employee's membership of the Navy, Army or Air Force, certifies in writing that attendance by an employee for the purposes of annual obligatory defence service training for a period in addition to those specified above is necessary, leave with pay not exceeding 4 days in a year may be granted to the employee to enable them to undertake that additional training.</p> <p>If in a year an employee is required to engage as a member of the Army in a continuous period of training of not less than 33 days, including Saturdays and Sundays, leave of absence may be granted to the employee to enable them to engage in that continuous period of training.</p>

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

Purpose of leave	With/ Without pay	Counts as service	Description of Leave
Defence service (cont)	With	Yes	<p>Granted to an employee to attend an interview or medical examination in connection with their enlistment in a Reserve Force or Defence Force. Leave must not be granted under this section if an employee is eligible to be granted personal leave.</p> <p>In this section, unless the context indicates otherwise, a 'year' means any period commencing on 1 July and ending on the following 30 June.</p>
Employment or work in the interests of defence or public safety	Without	1 st 12 months – yes. 2nd 12 months – yes except annual leave	<p>Granted to an employee to engage in work or employment that the Chief Executive certifies is in the interests of the defence or public safety of the Commonwealth or the Territories. Maximum period is 2 years. If an employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose.</p>
Emergency leave for duty with the State Emergency Services	With	Yes	<p>Up to 4 days for each emergency granted to an employee who is a member of a State/Territory Emergency Service, fire-fighting service, search and rescue unit or other volunteer service performing similar functions to fulfil an obligation in the event of a civil emergency.</p> <p>Additional paid leave may be approved by the Chief Executive for any volunteer duties required to be performed by an employee who is a member of a State/Territory Emergency Service.</p>
Emergency leave for disasters	With	Yes	<p>May be granted, following consultation with the relevant counter-disaster organisation (the appropriate responsible organisation, under current Australian disaster management arrangements, in relation to the place where the employee's home is situated), where the employee's home (the premises where the employee ordinarily resides or resides for the time being and from which the employee travels to work) or contents have been destroyed or significantly damaged (where the home is wholly or partly uninhabitable for health or safety reasons), if the Chief Executive is satisfied that the leave is necessary to assist the employee to cope with the effects of the disaster.</p> <p>Limit of 3 days in each sick leave year.</p>
Engagement in employment in the interests of the ACTPS	Without	Yes except for annual leave	<p>Granted to an employee to enable them to engage in employment outside the ACTPS that is in the interest of the Service.</p> <p>Unless otherwise approved by the Chief Executive in special circumstances, an employee is not eligible to be granted leave to engage in employment outside the ACTPS unless:</p> <ul style="list-style-type: none"> • in the case of an employee appointed on probation – their appointment has been confirmed; or • in the case of an employee not appointed on probation or a temporary employee – a continuous period of service or employment exceeding 6 months has been completed.

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

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

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

Purpose of leave	With/ Without pay	Counts as service	Description of Leave
For returned soldiers for medical purposes etc.	With	Yes	<p>Granted to an employee who is a returned soldier to attend an appointment for periodical medical attention, prosthetic treatment or pension review under the <i>Veterans' Entitlement Act 1986</i>.</p> <p>Maximum period of leave is 2 weeks in each sick leave year.</p>
Staff Organisation Leave	Without	See detail in next column	<p>May be granted to an employee to hold a full-time elective office, or a full-time non-elective office, in a staff organisation, a council of staff organisations or a credit union, co-operative society, building co-operative, or similar body.</p> <p>If the leave is to work in a non-elected office, the employee must have been employed by the ACT Government or the Australian Public Service for not less than 4 years to be eligible for this leave.</p> <p>In the case of a credit union or similar body, the body must be incorporated by law, and be conducted by, or on behalf of members of the staff organisation, for:</p> <ul style="list-style-type: none"> • the benefit of the members of the staff organisation; or • the benefit of all persons employed by the ACT Government. <p>Except in the circumstances set out below such a period of leave does not count as service for any purpose other than for accruing sick leave and for calculating the qualifying period under Part VII of the PSM Act.</p> <p>A Chief Executive may grant leave to an employee to take up an honorary office in a staff organisation. Up to 2 months of such leave in a calendar year counts as service for all purposes. Any period of leave which exceeds, in aggregate, 2 months in a calendar year, does not count as service for any purpose.</p> <p>Maximum period of leave is the period for which the employee is elected to office, or in the case of a non-elected office, 3 years.</p>
To attend as witness	With/ Without	Yes	<p>Granted to an employee to give evidence before a body or person before whom evidence may be taken on oath.</p> <p>Except for leave granted for a purpose specified below, leave must be without pay.</p> <p>Leave with pay may be granted for an employee to give evidence:</p> <ul style="list-style-type: none"> • on behalf of a Territory, a State or the Commonwealth; • on behalf of an authority established by or under a law of a Territory, a State or the Commonwealth; • in a judicial review or administrative review proceeding where the matter being reviewed relates to the work of the employee;

DEPARTMENT OF TREASURY CERTIFIED AGREEMENT 2004-2007

Purpose of leave	With/ Without pay	Counts as service	Description of Leave
To attend as witness (cont.)			<ul style="list-style-type: none"> • before a Royal Commission appointed under a law of the Commonwealth; • before a person conducting an inquiry under a law of a Territory, a State or the Commonwealth; or • before a person or authority exercising arbitral functions under a law of a Territory, a State or the Commonwealth. <p>An employee is entitled to retain any amounts received by way of witnesses' expenses.</p> <p>An employee who is granted leave with pay under this section who is required to travel to give evidence, is entitled to the payment of travelling allowances and expenses on the same basis as if the employee had travelled in the course of their duties. The total amount paid to the employee must be reduced by any amount received as witnesses' expenses.</p>
Religious	Without	No	<p>Granted to an employee to attend a ceremony integral to the practice of their religious faith. To be eligible for religious leave, the employee must be an adherent to the particular religious faith and be a practising member of that religious faith.</p> <p>Religious leave is only available for ceremonies that are of significant importance to the particular faith and are generally observed by the entire faith. Religious leave is not available for ceremonies that are only of significance to the individual member of the particular religious faith.</p> <p>The employee should notify their manager in advance of the particular ceremonies that they wish to attend – maximum of 10 days in a 2 year period.</p>
Organ Donation Leave	With	Yes	An employee may apply for leave to donate an organ for up to 3 months in any 12 month period.
Blood Donation Leave	With	Yes	If employees volunteer as blood donors, absence without loss of pay may be granted. Approval of this leave is subject to operational requirements and only for the period necessary to attend to give blood including travel and reasonable recovery time.
ATSIC Leave	With/ Without	Yes	<p>Paid Leave will be granted for attendance at ATSIC meetings where the employee is an elected representative. Such leave is separate from, and additional to personal leave.</p> <p>Employees granted ATSIC leave may not accept any fee for attendance at the meeting, otherwise leave of absence will be granted without pay. Reimbursement of out-of-pocket expenses may be accepted.</p> <p>When claiming ATSIC leave the employee will provide evidence of attendance at the meeting and details of any payment received.</p>

Schedule F - Signatories

**SIGNATORY TO
DEPARTMENT OF TREASURY
CERTIFIED AGREEMENT 2004-2007**

The Australian Capital Territory is a party to the Department of Treasury Certified Agreement 2004-2007.

M L Harris
CHIEF EXECUTIVE
on behalf of
DEPARTMENT OF TREASURY

/ /04

**SIGNATORY TO
DEPARTMENT OF TREASURY
CERTIFIED AGREEMENT 2004-2007**

The Community and Public Sector Union (CPSU) is a party to the Department of Treasury Certified Agreement 2004-2007.

Graham Rodda
DIVISION SECRETARY
on behalf of
COMMUNITY AND PUBLIC SECTOR UNION (CPSU)

/ /04

**SIGNATORY TO
DEPARTMENT OF TREASURY
CERTIFIED AGREEMENT 2004-2007**

The Association of Professional Engineers Scientists Managers Australia (APESMA) is a party to the Department of Treasury Certified Agreement 2004-2007.

Russell Noud
DIRECTOR, ACT
on behalf of
ASSOCIATION OF PROFESSIONAL ENGINEERS SCIENTISTS MANAGERS AUSTRALIA
(APESMA)

/ /04

**SIGNATORY TO
DEPARTMENT OF TREASURY
CERTIFIED AGREEMENT 2004-2007**

The Australian Services Union is a party to the Department of Treasury Certified Agreement 2004-2007.

Michael Want
EXECUTIVE PRESIDENT
on behalf of
UNITED SERVICES UNION
NSW BRANCH OF THE AUSTRALIAN SERVICES UNION (ASU)

/ /04

**SIGNATORY TO
DEPARTMENT OF TREASURY
CERTIFIED AGREEMENT 2004-2007**

The Media Entertainment and Arts Alliance Union (MEAAU) is a party to the Department of Treasury Certified Agreement 2004-2007.

Michael White
ACT BRANCH SECRETARY
on behalf of
MEDIA ENTERTAINMENT AND ARTS ALLIANCE UNION (MEAAU)

/ /04