

B1.1.3 long term *temporary* employment for a period greater than twelve months but not exceeding five years on a full-time or part-time basis, engaged for a specified period of time or for a specified task or as an apprentice, seasonal employee, trainee, or cadet; or

B1.1.4 *casual* temporary employment.

B1.2 Persons engaged on a part-time basis will receive, on a proportionate basis, equivalent pay and conditions to those of full time employees unless specifically stated elsewhere in this Agreement.

Fixed-term employment for seasonal employees

B1.3 Seasonal employees employed under subclause B1.1.3 may be employed for a three year period on a temporary basis under which they work for certain periods during consecutive seasons (the "active employment periods"). Prior to the end of the three year contract the head of service may offer the seasonal employee a further two year contract without the need for the position to be advertised.

B1.4 The active employment period will be specified in the contract and fixed for the contract term, and will be no less than 22 weeks per 12 month period. The start and end dates of each active employment period will be specified in the contract.

B1.5 In respect of the active employment periods, seasonal employees will, unless otherwise specified, be entitled to the same benefits as employees working throughout the year, calculated on a pro rata basis.

B1.6 Notwithstanding any other provision of this Agreement, outside the active employment periods (other than during periods of paid annual leave) seasonal employees will be regarded as being on unpaid leave and they will not accrue leave or any other entitlements under this Agreement while on unpaid leave.

B1.7 The start and end dates of the active employment period as specified in the contract may be varied by agreement between the head of service and the employee, provided that this will not shorten the active employment period.

B1.8 The active employment period can be extended up to 12 months in any contract year with agreement between the head of service and the employee.

B1.9 Notwithstanding subclause B1.4 if there is a demonstrated need for a shorter active employment period for a particular type of seasonal employees, the head of service may determine that a shorter minimum active employment period will apply for that particular group of employees, provided the minimum period will be no less than 16 weeks.

B1.10 A seasonal employee will not be required to obtain prior permission for secondary employment in periods outside the active employment period, provided that there is no conflict of interest.

B2 - Review of Employment Status

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

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

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

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

B3 - Probation

B3.1 Where an officer is appointed on probation under the PSM Act, the period of probation will ordinarily be no more than six months.

B3.1.1 The probation period can only be longer than six months if it is in accordance with approved Training Scheme employment arrangements (for example at C6) or where the period of probation has been extended following an assessment of performance.

B3.2 The head of service will, at the time an officer is appointed on probation, inform the officer in writing of the period of probation and the criteria and objectives to be met for the appointment to be confirmed.

B3.3 Probation will provide a supportive process for the officer during which mutual evaluation and decisions about permanent appointment can be made.

B3.4 There must be at least two formal assessments of an officer's performance at appropriate and reasonable points of the probationary period. The head of service must provide the officer with a copy of each assessment report and provide the officer an opportunity to respond within seven business days.

B3.4.1 If the assessment warrants the manager/supervisor's recommendation that the head of service terminate the officer's employment, that recommendation will be included in the assessment report.

B3.5 If the period of probation is extended in accordance with the PSM Act (s71B), the head of service will inform the officer in writing of the period of the extension, the reasons for the extension, and what the officer must do by the end of the period of extension for their permanent appointment to be confirmed.

B3.6 A period of extension will not be longer than six months unless it is for extraordinary circumstances and has been approved by the head of service.

B3.7 A decision of the head of service to accept the recommendation to terminate the appointment of an officer on probation, as per subclause B3.4.1, is excluded from the Internal Review Procedures (Section I) and Appeal Mechanism (Section J) of this Agreement.

B3.7.1 To avoid doubt, an officer on probation is able to seek a review of the officer's probation under the Internal Review Procedures, (Section I), except in relation to a decision to terminate the officer's employment.

B4 - Joint Selection Committees

B4.1 A Joint Selection Committee will consist of a minimum of:

B4.1.1 a chairperson who has appropriate skills and experience, nominated by the head of service;

B4.1.2 a person who has appropriate skills and experience, nominated by the union(s); and

B4.1.3 a person who has appropriate skills and experience, nominated by the head of service from a list of employees, and agreed by the head of service and the principal union.

B4.2 The ACTPS will as far as practicable ensure that employees who are Joint Selection Committee members have access to appropriate training to assist them in performing their role.

Note: 1 Provisions relating to the use of Joint Selection Committees are located in the PSM Standards.

2 For every JSC the relevant union(s) must be contacted to ascertain the union nominee and to seek agreement for the third JSC member.

B5 - Hours of Work for Non-Shift Workers

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

Non-Shift Workers - Ordinary Hours of Work

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

B5.3 For a 36.75 hours per week position:

B5.3.1 the ordinary daily hours are seven hours and twenty one minutes for a full time employee; and

B5.3.2 standard hours are from 8:30 am to 12:30 pm and from 1:30 pm to 4:51 pm Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.

B5.4 For a 38.00 hours per week position:

B5.4.1 the ordinary daily hours are seven hours and thirty-six minutes for a full time employee;

B5.4.2 standard hours are from 8:30 am to 12:30 pm and from 1:30 pm to 5:06 pm Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.

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

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

Non-Shift Workers - Span of Hours

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

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

B5.9 At the request of an employee and with the agreement of the head of service, the employee may work outside the span of hours stipulated at subclause B5.7. This provision is designed to add flexibility in exceptional circumstances and is not to be used to replace normal overtime provisions.

B5.9.1 Where an employee requests to work outside the span of hours in accordance with subclause B5.9, these hours will be considered normal hours of duty and will not attract overtime payments or time off in lieu provisions on an hour for hour basis, unless otherwise agreed between the employee and the head of service prior to the work being performed.

Non-Shift Workers - Meal Break

B5.10 Unless there are exceptional and unforeseen circumstances, an employee will not be required to work for more than five hours without a meal break of at least thirty minutes' duration. Meal breaks will not count as time worked unless specifically provided for in this Agreement.

B5.11 The provisions of subclause B5.10 may be varied by agreement between the manager/supervisor and a majority of employees concerned in a workplace.

B5.12 The term 'meal break' does not require the employee to partake of a meal during the break period.

- B5.13 An employee who works up to six hours in a day may, with the agreement of the manager/supervisor, work up to six hours without a meal break to accommodate the employee's personal circumstances and work/life balance.

B6 - Hours of Work for Shift Workers

- B6.1 An employee (other than a casual employee) is a shift worker if the employee is:
- B6.1.1 rostered; and
 - B6.1.2 the roster may require the employee to perform ordinary daily hours on a shift where some or all of a shift in the roster falls:
 - B6.1.2 (a) outside the span of hours as set out in subclause B5.7; and/or
 - B6.1.2 (b) on Saturdays or Sundays on a regular and ongoing basis.
 - B6.1.3 A shift worker may be required, as a part of their regular roster, to work public holidays.

Shift Workers - Ordinary Hours of Work

- B6.2 A shift work position may have ordinary weekly hours of either 36.75 or 38.00 hours per week.
- B6.3 For a 36.75 hours per week position, the ordinary daily hours are seven hours and twenty one minutes for a full time employee. The ordinary weekly hours are 36.75 hours for a full time employee, performed on the following basis:
- B6.3.1 36.75 hours within a period not exceeding seven consecutive days; or
 - B6.3.2 73.5 hours within a period not exceeding fourteen consecutive days; or
 - B6.3.3 147 hours within a period not exceeding twenty-eight consecutive days, or
 - B6.3.4 any other period of twelve months or less and agreed in writing between the manager/supervisor and the employee to provide for an average weekly hours of 36.75 hours per week over the agreed period.
- B6.4 For a 38.00 hours per week position, the ordinary daily hours are seven hours and thirty six minutes for a full time employee. The ordinary weekly hours are 38.00 hours for a full time employee, performed on the following basis:
- B6.4.1 38.00 hours within a period not exceeding seven consecutive days; or
 - B6.4.2 76.00 hours within a period not exceeding fourteen consecutive days; or
 - B6.4.3 152 hours within a period not exceeding twenty-eight consecutive days; or
 - B6.4.4 any other period of twelve months or less and agreed in writing between the manager/supervisor and the employee to provide for an average weekly hours of 38.00 hours per week over the agreed period.
- B6.5 The ordinary weekly hours may be averaged over a period of up to four weeks (twenty-eight calendar days), or a longer period of no more than twelve months as agreed in writing between the manager/supervisor and the employee affected.
- B6.6 A part-time employee will work less than the ordinary weekly hours of work for a full-time employee.
- B6.7 The head of service may, after consulting with the employees affected and the employees' representatives and following agreement of a majority of employees affected introduce:
- B6.7.1 shift work;
 - B6.7.2 a new roster; or
 - B6.7.3 an arrangement of shift cycles.

- B6.8 Subject to subclause B6.9 rosters setting out the start times, finish times, and rotation of shifts over at least a twenty-eight day period will be posted at least fourteen calendar days prior to the commencement of the roster.
- B6.9 Amendments may be made to rosters to meet the operational or business needs of a particular business unit. These amendments will be made available as soon as practicable.

Shift Workers - Payment for an Employee Rostered Off on a Public Holiday

- B6.10 Where an employee is:
- B6.10.1 normally rostered to perform work on a particular day of the week; and
 - B6.10.2 is scheduled to be on a rostered day off on this particular day; and
 - B6.10.3 the particular day is a public holiday,
- the employee will be granted a day's leave in lieu of a public holiday, which occurs on a day on which that employee is rostered off duty.
- B6.11 The day in lieu provided for in subclause B6.10 must be granted within one month after the holiday, if practicable.
- B6.12 Where it is not practicable to grant a day's leave in lieu in accordance with subclause B6.11, the employee will be paid one day's pay at the ordinary hourly rate of pay.
- B6.13 The day's leave in lieu of a public holiday occurring on a rostered day off provided under subclause B6.10, or the day's pay provided under subclause B6.12, is equivalent to the ordinary hours the employee would have worked had the employee been rostered to work on the public holiday, provided that the employee is not otherwise being compensated for the public holiday by:
- B6.13.1 the provision of additional paid annual leave in lieu of public holidays, or
 - B6.13.2 the payment of a composite rate of pay that includes payment for public holidays, or
 - B6.13.3 the accrual of additional rostered hours of work towards an Accrued Day Off, or
 - B6.13.4 any other means.

Shift Workers - Meal Break

- B6.14 Unless there are exceptional and unforeseen circumstances, an employee will not be required to work for more than five hours without a meal break of at least thirty minutes' duration. Meal breaks will not count as time worked unless specific provisions are made for in this Agreement.
- B6.15 The term 'meal break' does not require the employee to partake of a meal during the break period.
- B6.16 The provisions of subclause B6.14 may be varied by agreement between the manager/supervisor and a majority of employees concerned in a workplace.
- B6.17 An employee who works up to six hours in a day may, at the employee's discretion, work up to six hours without a meal break to accommodate the employee's personal circumstances and work/life balance.
- B6.18 An employee who is required by the head of service, due to operational reasons, to continue working through the employee's meal break will be paid an additional 50% of the employee's ordinary hourly rate of pay from the scheduled time of commencement of the break until the employee is provided a break or commencement of a period of overtime following completion of ordinary hours of work.

B7 - Flextime

- B7.1 Flextime will provide 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.

- B7.2 Flextime is not available to:
- B7.2.1 casual employees;
 - B7.2.2 employees above the Senior Officer Grade C level (or equivalent classification, including Legal Officer 1);
 - B7.2.3 shift workers whose hours of work are provided for in clause B6 -;
 - B7.2.4 those employees who are entitled to accrued days off in accordance with subclause B8 -; and
 - B7.2.5 part-time employees, except where agreed and expressed in their part-time work agreement in accordance with subclause E2.5 or E4.5.
- B7.3 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:
- B7.3.1 the opportunity to access flextime accrued; and
 - B7.3.2 being productively employed i.e. the head of service may require an employee not to accumulate flex credits before 8:30 am or after 4:51 pm where there is insufficient work or an employee cannot be sufficiently managed.
- B7.4 Hours of work arrangements will be in accordance with operational requirements and occupational health and safety principles. This means that patterns of working hours that have the potential to impact on the health of an employee, such as working long hours in a condensed period or avoiding meal breaks so as to depart early from work, should be avoided.
- B7.5 A settlement period will comprise two pay periods (i.e. four weeks).
- B7.6 Starting and finishing times within the span of hours are to be determined for individual work areas by the head of service based on operational needs.
- B7.7 An employee may have a maximum flextime credit equal to the employee's normal weekly hours of duty, at the end of the settlement period. This may be varied by agreement between the head of service and the employee.
- B7.8 There is no provision to cash out flextime credits either during a period of employment or upon separation or transfer out of the ACTPS.
- B7.9 The maximum flextime debit that may accrue is ten hours measured at the end of any settlement period. Part-time employees that have access to flextime in accordance with their part-time agreement may accrue a flex debit on a pro-rata basis. Any debit in excess of the maximum debit, at the end of a settlement period, will be considered to be leave without pay and deducted in accordance with the overpayment process at clause D5.
- B7.10 Any flextime debits an employee has if the employee ceases employment with the ACTPS will be treated as a debt in accordance with clause D5. The employee may nominate to use any available annual leave credits to cover the debt, or the debt will be recovered from any termination payment owing to the employee, except in the case of death.
- B7.11 Accrued flextime credits will be taken at such times and in such a period or periods as are agreed between the employee and the head of service and approved prior to taking accrued flextime. It is the responsibility of both the employee and the head of service to take steps to ensure that accrued flextime credits can be taken as time off, in accordance with this clause.
- B7.12 An employee not complying with these flextime provisions may be directed by the head of service to work standard hours or the employee's standard working pattern. Standard hours are 8:30 am to 12:30 pm and 1:30 pm to 4:51 pm Monday to Friday, for an employee whose hours of work are provided for in subclause B5.3 (36.75 Hours per Week – Non Shift Workers) and 8:30 am to 12:30 pm and 1:30 pm to 5:06 pm Monday to Friday, for an employee whose hours of work are provided for in subclause B5.4, (38.00 Hours per Week – Non Shift Workers), Monday to Friday, unless otherwise agreed in writing by the employee and the head of service.

B8 - Accrued Days Off (ADOs)

- B8.1 An employee to whom this clause applies is entitled to a day/shift off duty using bankable leave accrued as a result of increasing the employee's daily hours of work – e.g. increasing from 7 hours 36 minutes to 8 hours.
- B8.2 An employee may apply to take an ADO as a whole day or part of a day by agreement with the manager/supervisor. ADOs will be approved by the manager/supervisor subject to operational requirements. If the manager/supervisor does not approve an ADO because of operational requirements, the manager/supervisor will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.
- B8.3 Accrual towards an ADO does not occur when an employee is on any form of leave with the exception of annual leave, paid personal leave and compassionate leave.
- B8.4 ADOs will not be taken in advance and must only be taken when the equivalent time has been accrued.
- B8.5 An employee may bank a maximum of six ADOs with the approval of the employee's manager/supervisor.
- B8.6 For each day or shift an employee is absent on annual leave, paid personal leave or compassionate leave, leave credits will be reduced by the number of ordinary hours that the employee would have worked on that day or shift (including time accrued for the ADO). Each day or shift of paid annual leave, paid personal leave or paid compassionate leave taken during the cycle of shifts will therefore be regarded as a day worked for accrual towards an ADO.
- B8.7 Where an employee, who has accrued credit towards an ADO, ceases employment with the ACTPS and it is not practical for the employee to utilise that credit, the employee will have the accrued ADO credit paid on separation. The rate at which any unused ADO credit will be paid will be the rate of pay, including any applicable higher duties allowance, that is in effect on the date of separation.

B9 - Casual Employment Arrangements

Minimum Attendance

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

Rate of Pay

- B9.2 A person engaged as a casual employee will be paid at the same rate of pay as would be applicable to an employee performing the duties and hours of that role. In addition the casual employee will receive a loading of 25% of the ordinary hourly rate of pay set out in Annex A to this Agreement in lieu of paid leave entitlements, other than long service leave, and in lieu of payment for public holidays on which the employee did not work.

Payment for Shift Work

- B9.3 A casual employee is eligible to receive payment of shift penalties in accordance with clause C8.
- B9.4 The loading paid under subclause B9.2 is not taken into account in the calculation of shift work penalty payments.

Overtime

- B9.5 A casual employee is eligible to receive payment for overtime in accordance with clause C9.
- B9.6 A casual employee is eligible for payment of overtime in respect of all hours worked in excess of either seven hours and twenty-one minutes or seven hours and thirty-six minutes, as applicable, on any day or shift.

B9.7 The loading paid under subclause B9.2 is not taken into account in the calculation of overtime payments.

Overtime Meal Allowance

B9.8 A casual employee is eligible to receive payment of overtime meal allowances in accordance with Annex C.

B9.9 The term 'meal break' does not require the employee to partake of a meal during the break period.

Payment for Public Holidays

B9.10 A casual employee is not eligible for payment in respect of public holidays, unless the employee works on a public holiday.

B9.11 Where a casual employee does work on a public holiday, the casual employee is entitled to the appropriate shift penalties or overtime payments described in subclauses C8.7 and C9.15.

Leave

B9.12 A casual employee is not eligible for paid leave other than long service leave.

B10 - Record Keeping

B10.1 The ACTPS will keep records relating to the employees' work, including records about attendance and pay, in accordance with the requirements of the FW Act, FW Regulations and the Territory Records Act 2002.

B10.2 The employee will record the time of commencing and ceasing duty for each day. These records will be provided to the manager/supervisor where the manager/supervisor so requests.

B11 - Outsourcing and Use of Contractors

B11.1 The ACTPS is committed to promoting permanent employment and job security for employees within the ACTPS and accordingly agrees to the provisions in this clause.

B11.2 The ACTPS is committed to:

B11.2.1 minimising the use of consultants/contractors and labour-hire across the ACTPS;

B11.2.2 minimising the use of sub-contractors and increase the use of direct employment of workers across the ACTPS;

B11.2.3 reviewing and assessing outsourced services with the ambition of returning these to direct ACT Government provision where the review demonstrates a beneficial outcome to the community;

B11.2.4 supporting direct employment relationships, but where sub-contractors are operating, that industrial and legal mechanisms to protect their rights, be developed and implemented.

B11.3 Upon request a Joint Council Working Party will be convened to examine permanent employment and job security issues for employees and may make recommendations to the Strategic Board and UnionsACT.

B11.4 To assist in the promotion of permanent employment for employees, the ACTPS will ensure that the employees of any consultants/contractors the ACTPS proposes to engage receive fair and reasonable pay and conditions, having regard to any applicable industrial instruments, including awards and enterprise agreements.

B11.5 Prior to making decisions about matters covered by this clause appropriate consultation will be undertaken with relevant employees and unions in accordance with clause G1 of this Agreement.

B12 - Taskforce on Insecure Work and Outsourcing

- B12.1 The ACTPS is committed to promoting permanent employment and job security for employees within the ACTPS.
- B12.2 For the purposes of giving effect to this commitment, which is further outlined in this Agreement, including at subclauses A2.2, A2.3 and clause B11, a Joint Union and ACT Government Taskforce into insecure work and outsourcing has been established by the ACT Government. The Taskforce will examine the current use of these practices and propose ways to monitor and minimise the use of insecure work practices.
- B12.3 The Taskforce may make recommendations to the Head of Service that a position or group of positions should be converted to permanency where the Taskforce has identified that these roles are ongoing in nature. Where such a recommendation has been made the Head of Service will endeavour to convert existing casual and temporary employees to permanent employment. The Head of Service may appoint the employee(s) currently in the relevant positions without a further merit selection process, if the Head of Service is satisfied that the relevant employee(s) meets the requirements of the position.
- B12.4 Where the Taskforce has made a recommendation to the Head of Service that a position or group of positions should be converted to permanency and the Head of Service decides not to appoint the relevant employee(s) in accordance with subclause B12.3, the Head of Service will provide written reasons for their decision.

B13 - Notice of Termination

- B13.1 Where an employee's employment is to be terminated at the initiative of the head of service, other than in accordance with subclause H7.7 or Section L, the notice periods set out in the Fair Work Act will apply.
- B13.2 Where an employee's employment is to be terminated at the initiative of the employee, the employee will provide written notice of their resignation from the ACTPS to the head of service at least two weeks prior to the proposed date of the resignation.
- B13.3 The period of notice required in subclause B13.2 may be reduced by agreement in writing between the employee and the head of service.

Section C Rates of Pay and Allowances

C1 - Part-Time Employment

- C1.1 Persons engaged on a part-time basis will receive, on a proportionate basis, equivalent pay and conditions to those of full time employees, unless specifically stated elsewhere in this Agreement.

C2 - Pay Increases

- C2.1 Employees will be paid in accordance with the employee's classification and rates of pay set out in Annex A to this Agreement.
- C2.2 Pay increases that will apply to pay rates for all classifications set out in Annex A of this Agreement will be:
- C2.2.1 2.25% from the commencement of the first full pay period on or after 1 October 2017;
 - C2.2.2 0.5% from the commencement of the first full pay period on or after 1 June 2018;
 - C2.2.3 1.35% from the commencement of the first full pay period on or after 1 December 2018;
 - C2.2.4 1.35% from the commencement of the first full pay period on or after 1 June 2019;