

## **ACT EBA Update: Administration EBA**

Dear Member,

As reported in the last newsletter, bargaining in the streams has commenced.

Attached is the schedule for the *ACT Public Service Administrative and Related Classifications Enterprise Agreement*.

The main proposed change to this Agreement is the watering down of the right of the majority of employees to agree or disagree to a new roster. The HSU is fundamentally opposed to this proposed change.

One meeting has occurred in relation to this schedule.

If you are employed under this Agreement and have any questions, please contact HSU Industrial Officer Julie Gordon on [julie.gordon@hsu.asn.au](mailto:julie.gordon@hsu.asn.au).

In unity,



Gerard Hayes  
Secretary, HSU NSW/ACT/QLD



**ACT**  
Government

**ACT PUBLIC SERVICE  
ADMINISTRATIVE AND RELATED  
CLASSIFICATIONS  
ENTERPRISE AGREEMENT  
2013 – 2017**

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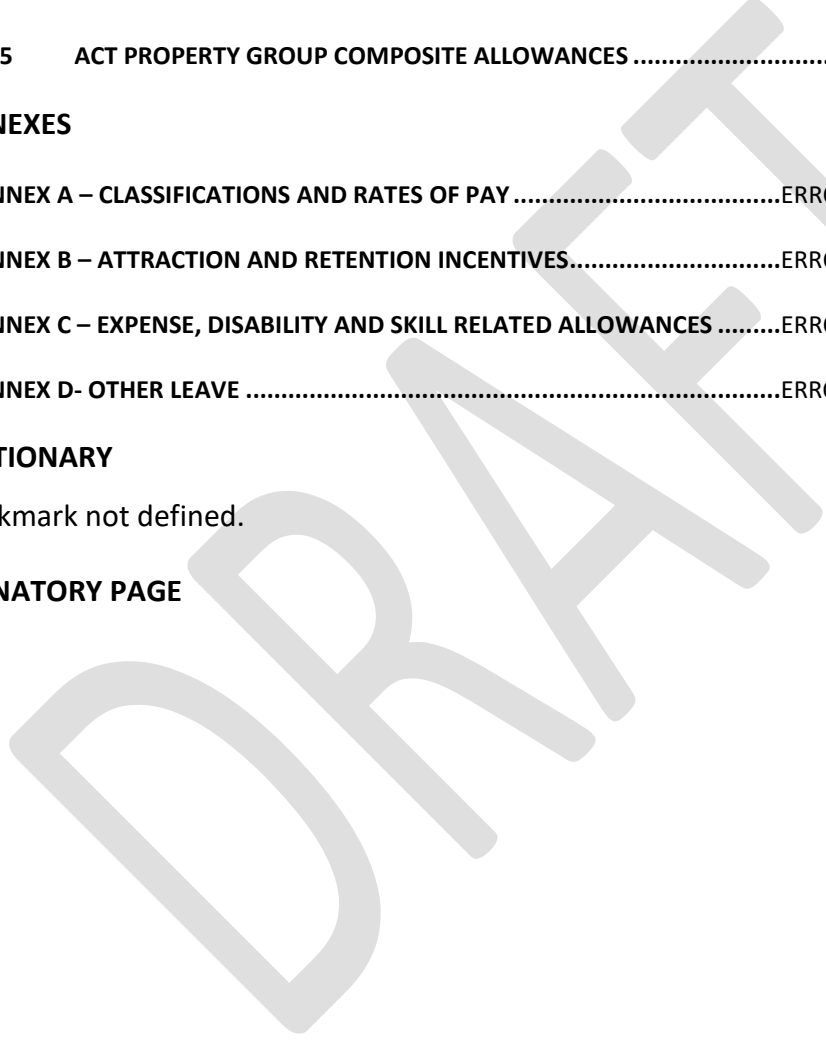


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## Section N - ACT Auditor General's Office Specific Matters

### N1 APPLICATION

N1.1 Section N applies to employees employed in the ACT Auditor General's Office.

### N2 OVERTIME

N2.1 Subclauses C9.1 to C9.3 (Eligibility for Payment of Overtime) apply to employees up to and equivalent to the maximum pay point of the Audit Office Band 4 classification.

- a) Except with the approval of the Auditor-General, an employee who occupies a position within Audit Office Bands 5 to 7 is not eligible to receive payment under clause C9 (Overtime).
- b) Overtime approved under paragraph N2.1(a) for employees occupying Audit Office Band 5 to 7 employees positions will be calculated at the maximum hourly overtime rate for the Senior Auditor position within the Audit Office Band 3 classification. At the request of the employee, hours worked outside normal working hours may be taken as time in lieu on an hour for hour basis.

### N3 FLEXTIME

N3.1 In addition to the provisions in clause B7 (Flexitime) of this Agreement, the following will apply.

- a) Only employees who occupy a position within Audit Office Band 1 to 5 and positions of Manager within Audit Office Band 2 of the ACT Auditor General's Office classification structure will be eligible for flexitime.
- b) There will be periods specified as being 'peak' periods and 'off-peak' periods.
  - i. Peak periods will apply only to staff working on financial audits.
  - ii. Peak periods will be declared to cover settlement periods in that part of the year when audits of June financial statements are being conducted. This is expected to occur approximately from mid-May to mid-October. The exact periods will be notified each year within three weeks of the commencement of the peak periods.
  - iii. All settlement periods other than the peak periods shall be treated as off-peak periods.
  - iv. Flexitime accrued by staff working on financial audits during peak periods in excess of an amount equal to the employee's normal weekly hours must be taken before the end of the first settlement period after 1 March in the year following the working of the excess time, or will be forfeited.

### N4 PROFESSIONAL MEMBERSHIP

N4.1 This clause applies to permanent employees of the ACT Auditor General's Office and any staff members on long-term employment contracts of twelve months or longer.

- a) Consistent with the commitment of the ACT Auditor General's Office to support the ongoing professional development of employees, and subject to paragraphs N4.1 (b) and N4.1 (c) and ~~N4.1 (d)~~ of this Schedule, the Audit Office will meet the cost of annual membership of relevant professional bodies for employees.
- b) Relevant professional bodies include CPA Australia and the Institute of Chartered Accountants Australia and New Zealand. The Auditor-General may determine other relevant bodies, on a case by case basis.
- c) The Audit Office will meet the costs of one professional membership for each employee each year.
- d) ~~The Auditor-General may approve payment of costs for more than one professional membership. This provision is designed to add flexibility in exceptional circumstances.~~

## **N5 INCREASES IN REMUNERATION WITHIN SALARY BANDS**

~~N5.1 In addition to the provisions in clause C5 (Pay Points and Increments) of this Agreement, the following will apply.~~

- ~~a) Access to increases in remuneration within salary bands will be fair, equitable and transparent. Increases will not be automatic. Salary advancement will reflect the need for the Office to attract and retain skilled staff to perform its legislative functions and have regard for the outcome of annual performance assessments, as set out in the ACT Auditor General's Office Performance Management Policy and Scheme.~~
- ~~b) Where the Auditor General determines that an employee is regularly performing more complex work and meets the expected work performance standards, the Auditor General may consider a permanent increase to the employee's salary taking into account:
  - ~~i. the complexity of the work being undertaken by the employee; and~~
  - ~~ii. the relevant skills, knowledge, and experience of the employee; and~~
  - ~~iii. contributions made by the employee to the Office meeting its objectives.~~~~

~~The Auditor General will determine the date of effect of any resultant permanent increase in remuneration.~~

- ~~e) Performance assessments will be conducted annually in the period from December to February.~~
- ~~d) Where, following a performance assessment, a staff member is not granted an increase in remuneration, or is granted an increase in remuneration less than the percentage increase described in Annex A (Classifications and Rates of Pay), then that staff member will be reconsidered for an increase in remuneration six months after the initial decision was taken.~~
- ~~e) Attraction and Retention Incentives as described at clause D2 and Annex B may be considered for an employee where the employee has reached the maximum salary rate of the employee's salary Band.~~

## **Section O - Chief Minister, Treasury and Economic Development Directorate Specific Matters**

### **O1 APPLICATION**

- O1.1 Section O applies to employees employed in the Chief Minister, Treasury and Economic Development Directorate (CMTEDD).

### **O2 HEALTH AND WELL-BEING INITIATIVE**

- O2.1 This clause applies to employees in CMTEDD, to the exception of employees in Shared Services Division.
- O2.2 In recognition of the benefits of maintaining a healthy and productive workforce, all employees (officers and fixed long term employees) who undertake, in their own time, health promotion activities will be paid an amount not exceeding \$100 per annum in accordance with the relevant policy.
- O2.3 The payment will be on a reimbursement basis subject to an original receipt(s) being provided and only one claim may be made in a Fringe Benefit year (1 April to 31 March). The health promotion activity must have been purchased in the same Fringe Benefit year of the claim being made.

### **O3 FIRE WARDEN ALLOWANCE**

- O3.1 Fire Wardens will receive the Base Level First Aid Allowance as set out in Annex C.

## ~~Section P – Commerce and Works Directorate Specific Matters~~

### ~~P1~~ APPLICATION (NOW CMTEDD)

~~P1.1 – Section P applies to employees employed in the Commerce and Works Directorate.~~

### ~~P2~~ ~~O4~~ SHARED SERVICES DIVISION SPECIFIC MATTERS

~~P2.1 – Clause P3 O5 applies to employees in Shared Services Division.~~

### ~~P3~~ PURCHASED LEAVE – ADDITIONAL ENTITLEMENT

~~P3.1 – Despite clause F9.3, an employee may purchase additional leave up to a maximum of 24 weeks in any 12 month period.~~

~~P3.2 – An employee should discuss with their manager/supervisor, as soon as practicable, their intention to apply for an additional entitlement to purchased leave with regards to the pattern of the proposed leave, taking into account the operational requirements of the workplace.~~

### ~~P4~~ FIRE WARDEN

~~P4.1 – Fire Wardens will also receive an allowance equivalent to the rate of the Base Level First Aid Allowance as set out in Annex C.~~

~~P4.2 – Only employees occupying the designated role of Chief Fire Warden, Floor Warden, or Fire Warden will receive this allowance.~~

## INFORMATION AND COMMUNICATION TECHNOLOGY (ICT)

### ~~P5~~ ~~O4~~ APPLICATION

~~P5.1 – Clauses P6 O5 and P7 O6 apply to employees in Shared Services ICT.~~

### ~~P6~~ ~~O5~~ TOIL ARRANGEMENTS FOR SENIOR OFFICER EMPLOYEES ABOVE THE OVERTIME SALARY BARRIER

~~P6.1 – Senior Officer employees (SOA, SOB and equivalents) above the overtime salary barrier who may be required to work longer than standard hours may access time off in lieu (TOIL), notwithstanding their access to recovery leave arrangements in accordance with clause F23 F24 of this Agreement.~~

~~P6.2 – TOIL will be administered in line with the following principles:~~

- ~~a) TOIL should not be granted to an employee under these arrangements until the employee has exhausted their entitlement under clause F23 F24;~~
- ~~b) TOIL is subject to the approval of the relevant manager or supervisor but, where workloads permit, access to it should not be unreasonably refused;~~
- ~~c) TOIL is a limited entitlement and 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.~~

## **P7 O6 ELIGIBILITY FOR PAYMENT OF OVERTIME – ICT SENIOR OFFICER EMPLOYEES**

- P7.1 An ICT Senior Officer may be requested or required to work overtime to provide ICT support and/or services to or in relation to the ACTGOV network, subject to the payment for overtime in accordance with the conditions set out in this clause.
- P7.2 Notwithstanding any other provision in this Agreement and only with the approval of the Director-General, an ICT employee who occupies a position with a classification having an annual salary of a Senior Officer Grade C (or equivalent) or higher is eligible to receive payment under this clause.
- P7.3 Where a Shared Services ICT Senior Officer is in receipt of an allowance made under an Attraction and Retention Incentive (Annex B), subclause ~~P7.2~~ O6.2 will not apply.
- P7.4 Overtime requested or required under this clause applies to the following situations:
- a) ongoing out of hours support for applications or systems operating on a twenty-four hour/seven days a week basis e.g. within The Canberra Hospital Emergency Department;
  - b) ongoing out of hours support to applications and systems in accordance with Services Partnership Agreements requiring out of hours support;
  - c) technical maintenance, changes, upgrades and work required to be performed out of hours to reduce the impact on government business operations e.g. transferring data from one server to another, system backups, recovery and monitoring, system and application upgrades, security upgrades, network maintenance; and
  - d) technical support required out of hours to address unforeseen, exceptional or emergency situations.
- P7.5 Overtime approved under subclause ~~P7.2~~ O6.2 for an ICT Senior Officer will be paid at an hourly rate in accordance with the Senior Officer's current rate of pay (including HDA).

## ACCESS CANBERRA

### 07 ELECTRICAL AND PLUMBING INSPECTORS (FROM EPSDD – S2)

07.1 Despite clauses B5 and B6, the following clauses apply to Electrical and Plumbing Inspectors.

#### ***Ordinary Hours of Work***

07.2 The ordinary daily hours are seven hours and thirty minutes for a full time employee. The ordinary weekly hours are 37.5 hours for a full time employee.

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

#### ***Standard Hours***

07.4 Standard hours are 7.30am to 4.20 pm inclusive of a half hour lunch break, Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.

#### ***Span of Hours***

07.5 Ordinary daily hours must be worked within the span of hours limits of 6:00 a.m. to 6:00 p.m. Monday to Friday.

07.6 The span of hours worked in a day, subclause 07.5, may be varied by agreement between the manager/supervisor and a majority of employees concerned in a workplace.

#### ***Nine day fortnight***

07.7 Electrical and Plumbing Inspectors will work the standard hours at subclause 07.4 (standard hours) for nine days in a fortnight, allowing for the 10th day as an Accrued Day Off (ie: 9-day fortnight).



## **O8 OFFICE OF ACCESS CANBERRA REGULATORY SERVICES OFFICERS (FROM JACSD – W14 TO W18)**

- O8.1 Clause O9 applies to Access Canberra officers and employees in the Office of Regulatory Services (ORS) undertaking the role as regulatory officers, who require specialist skills and qualifications to undertake their duties.

## **O9 COMMITMENT TO PROFESSIONALISM**

- O9.1 The Directorate will encourage and assist ORS Access Canberra regulatory employees to attain and maintain specialist skills and qualifications that are essential to their day to day business of ORS in Access Canberra.
- O9.2 ORS Access Canberra will continue to offer training commensurate with functions (such as Inspectors) obtaining Diploma of Government (Workplace Inspection as varied) as well as relevant function specific training.

## **O10 PARKING OPERATIONS**

- O10.1 Clauses O11 and O12 apply to all employees in Parking Operations.

## **O11 FIRST AID CERTIFICATE**

- O11.1 First Aid Certificate - all Parking Operations employees are required to hold a current First Aid certificate from an approved provider.
- O11.2 Employees will be required to attend annual 'refresher courses' held by the appropriate provider, during work hours and at the expense of the Employer, to maintain this qualification.

## **O12 WORKPLACE HEALTH AND SAFETY INITIATIVE**

- O12.1 Where a work area has operating procedures that include a regime of exercise and back care programs, employees of the work area will be encouraged to actively participate in the program.

## **ACT PROPERTY GROUP (FROM TCCS – Y23 TO Y25)**

## **O13 APPLICATION**

- O13.1 Clauses O14 and O15 apply only to those staff employed in ACT Property Group.

## **O14 COMMENCE START AND FINISH WORK ON THE JOB**

- O14.1 For operational effectiveness, employees with approved home garaging arrangements will commence and finish work on the job.

## **O15 ACT PROPERTY GROUP COMPOSITE ALLOWANCES**

- O15.1 Composite allowances applicable to ACT Property Group as set out in Annex C will not include:
- Construction Industry (Outdoor) Allowance;
  - Meal Allowance;
  - Travel Allowance;
  - Confined Space Allowance – only where 'Confined Space Permits to Work' are issued; and
  - Height Work Construction Repairs greater than 15 metres.

## **ELECTIONS ACT (NEW)**

### **O16 APPLICATION**

- O16.1 Clauses O17 and O18 apply to employees in Elections ACT.

### **O17 HEALTH AND WELL-BEING INITIATIVE**

- O17.1 In recognition of the benefits of maintaining a healthy and productive workforce, all employees (officers and fixed long term employees) who undertake, in their own time, health promotion activities will be paid an amount not exceeding \$100 per annum in accordance with the relevant policy.
- O17.2 The payment will be on a reimbursement basis subject to an original receipt(s) being provided and only one claim may be made in a Fringe Benefit year (1 April to 31 March). The health promotion activity must have been purchased in the same Fringe Benefit year of the claim being made.

### **O18 FIRE WARDEN**

- O18.1 Fire Wardens will also receive an allowance equivalent to the rate of the Base Level First Aid Allowance as set out in Annex C.
- O18.2 Only employees occupying the designated role of Chief Fire Warden, Floor Warden, or Fire Warden will receive this allowance.

## Section Q - P Community Services Directorate Specific Matters

### Q1 P1 APPLICATION

- Q1.1 Section P applies to employees as specified and employed in the Community Services Directorate as Administrative Service Officers.

### Q2 P2 BIMBERI AND NARRABUNDAH HOUSE PAID MEAL BREAK

- Q2.1 Consistent with subclause B6.17 (Meal Break) of the agreement, frontline staff of the Bimberi Youth Justice Centre and Narrabundah House will have a 30 minute meal break within five hours of commencing their shift. Where the meal break is paid, the employee will be required to remain at the workplace and available and ready for recall to duty as required.
- Q2.2 Youth Workers at Narrabundah House may be required to take their paid meal break with the individuals in their care.
- Q2.3 Where the frontline staff receive a paid meal break, the provisions of subclause B6.21 will not apply.

### Q3 P3 HOUSING ACT TRAINEESHIP PROGRAM

- Q3.1 Housing ACT will recruit Trainee Housing Managers and Gateway Officers through a merit selection process. A Trainee will commence on probation, as an Administrative Services Officer Class 4 (ASO4).
- Q3.2 The Traineeship and Probation for Trainee Housing Managers and Gateway Officers are subject to the probationary conditions, in accordance with B3 (Probation) of this agreement, except the period for probation/traineeship will be for a maximum 12 month period and subject to probationary conditions, throughout this period, in accordance with clause B3 (Probation) of this agreement.
- Q3.3 On successful completion of the Housing ACT Traineeship Program, the Trainee will be promoted to an Administrative Services Officer Class 5 (ASO5) in the capacity of a Housing Manager or Gateway Officer.

### P4 SENIOR OFFICER GRADE C (OR EQUIVALENT) AND BELOW

- P4.1 For the purpose of clause B7 (Flexitime) a Senior Officer Grade C (or equivalent) and below may negotiate time in lieu arrangements as an alternative to flexitime in consultation with the head of service.

### P5 SENIOR OFFICER GRADE SOG A AND B (OR EQUIVALENT)

- P5.1 In addition to clause F24 (Recovery Leave Arrangements for SOG A and B and Equivalent Employees) Senior Officers Grade A and B may negotiate suitable alternative time in lieu arrangements in consultation with the head of service.

## Section R - Economic Development Directorate Specific Matters (Now CMTEDD – no longer required)

### R1 APPLICATION

R1.1 — Section R applies to employees employed in the Economic Development Directorate.

### R2 ~~OVERTIME, TIME OFF IN LIEU (TOIL) AND MAKE-UP TIME~~

R2.1 — An employee, at Senior Officer C level or below, may elect, with the consent of his or her manager, to work additional time and take an equivalent period as a short-term absence at a later time.

R2.2 — A record of absences and additional time worked under this clause may be kept with the employee's time sheets.

R2.3 — An employee who is required or requested to work overtime as prescribed in subclause C9.1 may convert the overtime worked to TOIL using the relevant overtime calculation as prescribed in subclauses C9.13 to C9.15 if authorised to do so by the relevant manager.

### R3 ~~WORKPLACE HEALTH AND SAFETY INITIATIVE~~

R3.1 — EDD, its portfolio agencies, and their workers will continue to promote a safe and healthy workplace through its Workplace Health and Safety Committee in accordance with the ACT Work Safety Act 2008.

R3.2 — EDD and its portfolio agencies, will:

- a) — work with its employees to foster a healthy workplace by promoting safe work practices and encouraging a strong safety culture to thrive; this will include, but not be limited to, providing relevant Work Health and Safety accredited training and refresher courses;
- b) — in consultation with employees, and/or their representatives, monitor WHS issues and develop, maintain and enforce policies and strategies;
- c) — monitor WHS issues and make available funding within budget for activities which address prevailing issues including but not limited to personal protective equipment, ergonomic workplace assessments and preventative exercises to minimise risk of musculoskeletal injuries arising from manual handling;
- d) — make available annual influenza vaccinations to all employees; and
- e) — provide access to EAP by employees and their families.

### R4 ~~HOURS OF WORK – EXHIBITION PARK CORPORATION (EPC)~~

R4.1 — Despite subclause B5.7, the span of hours for all EPC employees is 6:00 am – 6:00 pm.

## Section S - Q Environment, Planning and Sustainable Development Directorate Specific Matters

### S1 Q1 APPLICATION

S1.1 Section Q applies to employees employed in the Environment, Planning and Sustainable Development Directorate (EPSDD).

### S2 ELECTRICAL AND PLUMBING INSPECTORS (NOW CMTEDD – 07)

S2.1 — Despite clauses B5 and B6, the following clauses apply to Electrical and Plumbing Inspectors.

#### *Ordinary Hours of Work*

S2.2 — The ordinary daily hours are seven hours and thirty minutes for a full time employee. The ordinary weekly hours are 37.5 hours for a full time employee.

S2.3 — A part time employee will work less than the ordinary weekly hours of work of a full time employee.

#### *Standard Hours*

S2.4 — Standard hours are 7.30am to 4.20 pm inclusive of a half hour lunch break, Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.

#### *Span of Hours*

S2.5 — Ordinary daily hours must be worked within the span of hours limits of 6:00 a.m. to 6:00 p.m. Monday to Friday.

S2.6 — The span of hours worked in a day, subclause S2.5, may be varied by agreement between the manager/supervisor and a majority of employees concerned in a workplace.

#### *Nine day fortnight*

S2.7 — Electrical and Plumbing Inspectors will work the standard hours at subclause S2.4 (standard hours) for nine days in a fortnight, allowing for the 10th day as an Accrued Day Off (ie: 9 day fortnight).

### S3 Q2 FIRE WARDENS ALLOWANCE (ALSO CMTEDD – 03)

S3.1 Fire Wardens will receive the Base Level First Aid Allowance as set out in Annex C.

### S4 Q3 LEAVE LOADING FOR SHIFT WORKERS (FROM TCCS Y6)

S4.1 Despite paragraph F8.7(b) subclause F8.7.2 a designated shift worker can advise in January by email to the Payroll area that they:

- a) elect to have their loading of 17.5% paid in lieu of penalties while on annual leave; and
- b) no claim for penalties will be made on timesheets during their annual leave periods; and
- c) once a decision is made they cannot change their decision during that year.

## **S5 Q4 WORKPLACE HEALTH AND SAFETY INITIATIVE**

- S5.1 EPSDD and its workers will continue to promote a safe and healthy workplace through its Workplace Health and Safety Committee in accordance with applicable legislative and policy obligations.
- S5.2 EPSDD will:
- a) work with its employees to foster a healthy workplace by promoting safe work practices and encouraging a strong safety culture to thrive; this will include, but not be limited to, providing relevant Work Health and Safety accredited training and refresher courses;
  - b) in consultation with employees, and/or their representatives, monitor WHS issues and develop, maintain and enforce policies and strategies;
  - c) monitor WHS issues and make available funding within budget for activities which address prevailing issues including but not limited to personal protective equipment, ergonomic workplace assessments and preventative exercises to minimise risk of musculoskeletal injuries arising from manual handling; and
  - d) make available annual influenza vaccinations to all employees.

## **S6 Q5 HEALTH AND WELL-BEING INITIATIVE**

- S6.1 In recognition of the benefits of maintaining a healthy and productive workforce, all employees (officers and fixed long term employees) who undertake, in their own time, health promotion activities will be paid an amount not exceeding \$100 per annum in accordance with the relevant policy.
- S6.2 The payment will be on a reimbursement basis subject to an original receipt(s) being provided and only one claim may be made in a Fringe Benefit year (1 April to 31 March). The health promotion activity must have been purchased in the same Fringe Benefit year of the claim being made.

## **PARKS AND CITY CONSERVATION SERVICES DIVISION (FROM TCCS – Y9 TO Y12, AND Y15 TO Y16)**

### **Q6 APPLICATION**

- Q5.1 Clauses Q7 to Q10 apply to employees in the Parks and City Conservation Services Division (PACS).

### **Q7 WORK IN EXTREME WEATHER CONDITIONS**

- Q6.1 Essential work may be carried out during inclement weather conditions, subject to occupational, health and safety requirements being met and provided appropriate protective clothing and equipment of an agreed standard is issued. Decisions on working during inclement weather will be by agreement between the parties consistent with sound Workplace Health and Safety

Guidelines. ~~Inclement weather means wet weather of abnormal climatic conditions such as hail, cold, high winds, severe dust, extreme high temperatures, or any combination thereof.~~

- Q6.2 Where essential work cannot be carried out, management will provide training or other functions.
- Q6.3 Essential work means functions such as garbage collection, safety responses (eg storm/flood/fire damage) and/or issues involving public safety.
- Q6.4 ~~Inclement weather means wet weather of abnormal climatic conditions such as hail, cold, high winds, severe dust, extreme high temperatures, or any combination thereof.~~

## **Q8 FIRE RELATED ACTIVITIES (COVERED BY NEW M2)**

- Q7.1 The Director-General will designate 140 positions in PACS to undertake fire management tasks and duties.
- Q7.2 Where an employee is unable to undertake fire management tasks, alternate working arrangements will be agreed between **EPSDD** and the employee.

## **Q9 AFTER-HOURS AGENCY CONTACT REPRESENTATIVE**

- Q8.1 The Agency **Representative** is an employee designated by the ~~Executive Director-General~~ to be the ~~first-port-of-call for a wide variety of enquiries that may be directed to the ACT Parks and Conservation Service or to City Services, both during and outside ordinary working hours. after hours contact to respond on behalf of EPSDD to requests for assistance in the event of bushfires, other emergencies or other activities determined by the Director-General.~~
- Q8.2 The Agency **Representative** will be rostered on a weekly basis taking into account operational needs and employees' family responsibilities.
- Q8.3 An ~~After Hours Agency Contact~~ Allowance will be paid to employees for any time they are rostered to act as an Agency **Representative**. The Agency **Representative** Allowance will be paid when worked, or on an annual basis, and will not count as salary for any other purpose.
- Q8.4 The Agency **Representative** will be paid the ~~After Hours Agency Contact~~ Allowance as identified in Annex C. The Agency **Representative** Allowance will replace the provisions of clause **C13** (On Call Allowance), clause **C14** (Close Call Allowance) and ~~clause C10 (the Overtime Meal Allowance for duties performed by an employee performing the work as an Agency Representative.~~
- Q8.5 While the employee is performing the duties of an Agency **Representative**, overtime will only be paid for time worked beyond 3 hours for the second and subsequent call outs per calendar month.

## **S7 APPLICATION**

- ~~S7.1 Clause Y16 applies to employees in the Parks and Conservation (PC) business unit.~~

## Q10 ARRANGEMENTS SPECIFIC TO FIELD STAFF

### *Movement of staff between Depots*

- Q9.1 Subject to Workplace Health and Safety considerations, the morning tea break will not necessitate employees returning to a depot. Morning tea will customarily be held on the job.
- Q9.2 A minimum period of five working days (to the employee and their employee representative) is required to permanently move an employee between depots.
- Q9.3 For the purposes of subclause Q10.2, PACS will provide a daily or weekly Travel–Relocation Allowance to an employee to whom subclause Q10.2 applies. The Travel–Relocation Allowance is found in Annex C. The Travel–Relocation Allowance will only be paid for up to two weeks.
- Q9.4 The employee may raise objections to the proposed movement between depots for legitimate personal concerns or family commitments.
- Q9.5 Any question, dispute or difficulty arising under this clause is to be dealt with in accordance with the Dispute Resolution Procedures within this agreement. While any question, dispute or difficulty under this clause is negotiated, work will continue as normal.
- Q9.6 ~~Non-permanent~~ Temporary employees will be moved between depots prior to the movement of permanent employees subject to skills required.



## **Section T - Education and Training Directorate Specific Matters**

### **T1 APPLICATION**

- T1.1 Section T applies to employees employed in the Education and Training Directorate. Unless otherwise stated, the term School Assistant refers to employees outlined in subclause T19.2.

### **T2 ORDINARY HOURS OF WORK**

- T2.1 Ordinary hours of work for Administrative Service Officers are in accordance with clause B5 (Hours of Work for Non-shift Workers).
- T2.2 Ordinary hours of work for full time School Assistant 2, 2/3 and 3s are 125 hours over a four-week period (i.e. an average of 62 hours 30 minutes per fortnight or 31 hours 15 minutes per week). Ordinary daily hours of work for School Assistant 2, 2/3 and 3s will usually be 6 hours 15 minutes per day with additional 45-minutes for a lunch break.
- T2.3 Ordinary hours of work for full time School Assistant 4 are 67 hours 30 minutes per fortnight or 33 hours 45 minutes per week. Ordinary daily hours of work will usually be 6 hours 45 minutes per day with an additional 45 minutes for a lunch break.
- T2.4 Subject to subclause T2.9 the 45-minute break may be taken in a combination of breaks agreed between the manager and employee. A manager and an employee may agree on a pattern of hours of work subject to hours of work averaging 62 hours 30 minutes per fortnight for School Assistants 2, 2/3 and 3s and 67.30 per fortnight for School Assistant 4s. For part-time employees, hours are those designated for the job or agreed in their part-time work agreement.
- T2.5 During their ordinary hours of work all employees based in schools must be provided adequate time and facilities to access relevant information and communication technology for work related purposes. Access to such technology must be in accordance with privacy consideration including those of the *ACT Workplace Privacy Act 2011*.
- T2.6 For the purposes of subclause T2.10 Principals are to ensure that adequate support is available to front office employees to enable them to take required breaks and attend to other responsibilities including first aid (where applicable).
- T2.7 Both the teacher and School Assistant support the educational outcomes of students. Acknowledging this, Principals and school leaders are to ensure, where appropriate, during their ordinary hours of work, School Assistants are provided with reasonable time and facilities to enable them to assist the teacher with preparation and programming that relate to the educational outcomes for students.
- T2.8 In consultation with the employee hours of work arrangements may vary according to operational requirements and workplace health and safety principles. In determining hours of work, the personal needs and family responsibilities of employees must be given consideration.
- T2.9 Where employees work beyond ordinary hours of work in a fortnight they must have access to Time Off in Lieu (TOIL) or payment of overtime. Where TOIL arrangements are in place they will be based on the employee's record of attendance maintained in accordance with clause T4 (Recording of Attendance).
- T2.10 When employees are required to vary their standard hours due to operational requirements or to meet the specific needs of a school, they must be provided with a meal break of no less than 30 minutes after five continuous hours of work.

### **T3 FLEXTIME FOR EMPLOYEES BASED IN SCHOOLS**

- T3.1 School Assistants are not eligible for flextime arrangements.
- T3.2 Time spent by Business Managers on school board business after 6:00pm will be:
- a) counted as flextime and credited to the employee at a rate of one and a half; or
  - b) be paid as overtime as agreed between the Business Manager and their manager.
- T3.3 In accordance with subclause B7.12 eligible employees based in schools may accrue up to ten days flextime in any settlement period and may not have an accrual in excess of five days of flextime at the conclusion of any settlement period.
- T3.4 Where immediately before the commencement of each school term (including professional development days or school planning days), an employee has over and above five days flextime credit, those excess credits will be forfeited. Changes to this may be negotiated between the employee and their manager. Any such changes must be documented and available for audit inspection on request.
- T3.5 For employees based in schools, a settlement period comprises one school term plus the school vacation period immediately following it.
- T3.6 For the purposes of subclause B7.16 unless otherwise agreed with the manager, employees based in schools will take flextime during school vacation periods.

### **T4 RECORDING OF ATTENDANCE**

- T4.1 All employees are required to record their attendance.
- T4.2 The employee is responsible for ensuring their attendance record is accurate.
- T4.3 Attendance details must be recorded using the appropriate approved format and a hard copy retained for a period of two years. Absences during normal hours of duty should be recorded in the same manner.
- T4.4 Employees at or below the Senior Officer Grade C level or equivalent must record the time of their arrival and departure to and from the workplace each day at the actual time they arrive or depart unless they temporarily leave the workplace during normal working hours on official business.
- T4.5 Arrival and departure times should not be adjusted in any way.
- T4.6 A breach of this clause would constitute misconduct and may be dealt with under section H (Workplace Values and Behaviours).

### **T5 SENIOR OFFICER GRADE C (OR EQUIVALENT)**

- T5.1 For the purpose of clause B7 (Flextime) a Senior Officer Grade C may negotiate time in lieu arrangements as an alternative to flextime in consultation with the head of service.

## **T6 SENIOR OFFICER GRADE A AND B (OR EQUIVALENT)**

- T6.1 In addition to clause F23 (Recovery Leave Arrangements for SOGA and B and Equivalent Employees) Senior Officers Grade A and B may negotiate suitable alternative time in lieu arrangements in consultation with the head of service.

## **T7 HEALTH AND SAFETY REPRESENTATIVES**

- T7.1 In accordance with Division 2.1.2 of the *Work Safety Regulation 2011* the employer of a work safety representative has a duty to allow the representative to take the time off work, without loss of pay or other entitlements, that is reasonably necessary for the representative:
- a) to exercise the functions of a health and safety representative; and
  - b) to undertake an approved training course, or an approved refresher training course, within 3 months after the day the representative is elected.
- T7.2 Principals and Managers should ensure appropriate resources are allocated to support the functions and training of their health and safety representative.

## **T8 PURCHASED LEAVE**

- T8.1 Purchased leave arrangements are outlined in clause F9 (Purchased Leave). However, unless otherwise agreed with the manager, all purchased leave for employees based in schools should be taken during school vacation periods within a 12 month period from the date the employee commences participation in the purchased leave scheme.

## **T9 MANAGING EMPLOYEE ABSENCES**

- T9.1 The Directorate and the union(s) acknowledge the importance of effectively managing employee absences and timely submission of leave forms.
- T9.2 All employees are required to submit an application for leave prior to any planned absence or, for unplanned absences, within ten days of the initial absence unless there are exceptional circumstances (e.g. hospitalisation).
- T9.3 All School Assistants are required to complete fortnightly absence records for leave purposes.
- T9.4 Absences not covered by approved leave are unauthorised absences and will result in salary action, and may be dealt with under section H (Workplace Values and Behaviours) in accordance with the Directorate's Mandatory Procedures for Managing Employee Absences.

## **T10 STAND DOWN**

- T10.1 Stand down applies to School Assistant 2, 2/3, 3 and 4 classifications only.
- T10.2 The days following the designated annual leave period set out in subclause T11.4 and prior to commencement of the school year constitute a paid stand down period.
- T10.3 The working days between the published school term dates during the school year also constitute a paid stand down period subject to subclause T10.4.
- T10.4 School Assistant 4s, are required to work six days (in addition to the four days Professional Learning) during the stand down periods between school terms to undertake duties as directed, for example program preparation. This will normally be 2 days within each stand down period, subject to negotiation with the Principal.

- T10.5 Where circumstances justify it, the head of service may recall a School Assistant to duty during a period of designated stand down.
- T10.6 Where a School Assistant is required on duty during a period of stand down, there is no entitlement to day/s of stand down in lieu of such duty.

## **T11 ANNUAL LEAVE FOR SCHOOL ASSISTANTS**

- T11.1 This clause must be read in conjunction with clause F7 (Annual Leave).
- T11.2 School Assistants, who commence duty on or before first school day of a calendar year and work without a break in service during the school year, are entitled to the equivalent of four weeks annual leave for each calendar year of service for their ordinary hours of duty.
- T11.3 The head of service may direct a School Assistant to take accrued annual leave, whether or not an application for leave has been made, at a time that is convenient to the Directorate.
- T11.4 School Assistants are required to take their accrued annual leave (20 days maximum) during a period commencing on the first working day following the end of Term 4 and concluding on the last working day prior to Australia Day. This period consists of:
- a) Public holidays (in accordance with clause F10);
  - b) Annual leave (maximum of 20 days);
  - c) Christmas shutdown (in accordance with clause F11);
  - d) Where required, stand down (clause T10).
- T11.5 During the period referred to in subclause T11.4 the maximum 20 days of annual leave will be exhausted prior to Christmas shutdown and then where required, stand down being accessed. This period where the 20 days annual leave is exhausted is the designated annual leave period.
- T11.6 As an example: In the event that declared public holidays, two days Christmas shutdown and only 19 days annual leave would complete the period referred to in subclause T11.4, then only one day of Christmas shutdown would be accessed to ensure the 20 days annual leave is exhausted.
- T11.7 When a School Assistant does not have sufficient accrued annual leave to cover the designated annual leave period, they will be placed on stand down once accrued annual leave credits have been exhausted. Unless otherwise determined by the head of service, this period of stand down will be without pay. This will count as service for all purposes.
- T11.8 Unless otherwise determined by the head of service, School Assistants may not use accrued annual leave during school term time.

## **T12 RECALL TO DUTY DURING ANNUAL LEAVE**

- T12.1 Where circumstances justify it, the head of service may recall a School Assistant to duty during a period of designated annual leave.
- T12.2 Re-credited annual leave resulting from a recall to duty during annual leave may be taken at a time in the subsequent school year agreed between the School Assistant and the head of service.
- T12.3 A School Assistant is deemed to be on annual leave in accordance with subclause T11.4 unless otherwise directed by the head of service.

- T12.4 Approval to take re-credited annual leave is subject to the efficient operations of the school.
- T12.5 Temporary School Assistants on contract are on paid stand-down for school vacations within the school year covered by the contract. They are paid pro rata annual leave and annual leave loading on expiration of the contract.

### **T13 TRAVELLING ENTITLEMENT – CERTAIN WORKPLACES**

- T13.1 An employee appointed to, or contracted at Jervis Bay Primary School is entitled to receive a Travelling Entitlement (listed in Annex C).
- T13.2 The Travelling Entitlement is payable for each complete trip when an employee attends duty to a maximum of one per day.
- T13.3 An employee is entitled to be paid the full rate of the entitlement for each continuous period of duty if they do not travel at the Directorate's expense and:
- a) Travel to an isolated establishment to attend for a period of normal duty; or
  - b) Have been directed to return to duty, with or without prior notice, to perform extra duty.
- T13.4 An employee who meets the requirements above but travels at the Directorate's expense on the journey either to or from the isolated establishment, is entitled to be paid only at the partial rate.
- T13.5 An employee who lives in a dwelling provided by the Directorate at the isolated establishment, or lives within 10 kilometres from it, is not entitled to Travelling Entitlement unless they receive a payment for the use of a private motor vehicle for official purposes.
- T13.6 Where an employee receives payments of an allowance provided under this clause and the payment is less than the Travelling Entitlement, they are entitled to be paid the difference between the payment received and the Travel Entitlement.
- T13.7 Travel Entitlement Jervis Bay Primary School, and the relevant rates of pay will be reviewed in accordance with clause C18 (Other Allowances – Rationalisation) and cease if the establishment no longer fulfils the criteria for the payment of Travel Entitlement.

### **T14 PERFORMANCE AND DEVELOPMENT**

- T14.1 This section should be read in conjunction with subclauses A2.7 to A2.10 (Developing our People) and the ACT Public Service Performance Framework.
- T14.2 One of the purposes of the performance and development process is to empower the employee to achieve personal goals aligned with section/school and Directorate priorities.

### **T15 PERFORMANCE AND DEVELOPMENT PLANS (PDP)**

- T15.1 All officers (permanent staff) are required to have a PDP.
- T15.2 Temporary employees engaged on contracts for more than 12 weeks should have a PDP. Where the contracts extend beyond 12 months the employee is required to have a PDP.
- T15.3 The Directorate agrees to provide ongoing training for supervisors/managers to assist with the implementation of PDP within their sections/schools.

- T15.4 The PDP must be linked to the business/action plans of the work area. PDP should include career development arrangements which encourage quality learning and development. PDPs are to be developed with employees during hours of work.
- T15.5 For employees based in schools, PDP should be linked to the required professional learning under clause T16 (Career Development - Professional Learning).
- T15.6 PDP should also be linked to any applicable competencies, capabilities, skills and/or completion of qualifications. Competencies and/or capabilities where further development is required should be identified and appropriate professional learning put in place in accordance with clause T16 (Career Development - Professional Learning).
- T15.7 Where an employee is required by the employer to attain or upgrade any qualification, the school/section will pay costs associated with gaining the qualification.
- T15.8 Prior to initiating an underperformance process in relation to an employee under section H (Workplace Values and Behaviours), there must be a PDP for the relevant employee.

## **T16 CAREER DEVELOPMENT (PROFESSIONAL LEARNING)**

- T16.1 All employees based in schools are to undertake relevant professional learning (PL). The PL is to align with school and system priorities as identified through Personal Development Plans (PDP) and enhance personal and professional skills along with career aspirations.
- T16.2 School Assistants will participate in a minimum of four days (or 25 hours) of appropriate and approved PL and planning per calendar year. A pro rata amount undertaken by permanent part time employees i.e. 0.5 full time equivalent will require two days of PL. PL done outside of normal working hours counts towards the minimum of four days. Normal payment rates will apply to casuals who are requested to undertake PL.
- T16.3 For School Assistants, approved PL may occur at any time during the year but preferably during designated stand-down periods. School Assistants undertaking their designated PL, in accordance with subclause T16.2, during school hours and offsite, are required to make up the equivalent time during stand-down or other periods as negotiated between the employee and the supervisor.
- T16.4 Other employees based in schools, including Business Managers and other administrative classifications, will participate in PL as part of their normal hours of work.
- T16.5 Principals/managers are responsible for ensuring that appropriate PL is identified and funds are specifically allocated to allow all employees to access PL opportunities.
- T16.6 PL in excess of four days may not be carried over to the following year.
- T16.7 Attendance at designated stand-down PL is compulsory, however, normal leave entitlements apply. Managers may request medical certificates from employees absent due to illness on designated PL days. All School Assistants are to receive reasonable notice of PL they are required to attend. Where possible, PL and other scheduled events should be included in the yearly planner/term planner.

## **T17                    TEMPORARY EMPLOYMENT OF SCHOOL ASSISTANTS**

- T17.1    Consistent with subclauses B1.1 and B1.2, a School Assistant employed either part time or full time in the same position on a regular basis for a period in excess of 20 continuous school days (4 weeks) but less than 12 months will be placed on a short term temporary contract. The following arrangements will apply:
- a)    A short term contract is arranged through the school and can only be offered to applicants who are registered School Assistants.
  - b)    A short term contract can only be offered between the first day of the school year until the last day of the school year. A School Assistant with a short term contract on either side of the school terms during the school year will receive payment for the stand down period.
  - c)    A temporary School Assistant on a short term contract is entitled to personal leave in accordance with relevant provisions contained in clause F4 (Personal Leave). A full time temporary School Assistant with a short term contract of less than 12 months will receive the personal leave entitlement at a pro rata basis as contained in subclause F4.18. A part time temporary School Assistant with a short term contract of less than 12 months will receive the personal leave entitlement on a pro rata basis based on the School Assistants prescribed hours of duty.
  - d)    A temporary School Assistant on a short term contract is entitled to annual leave provisions contained in clause F7 (Annual Leave).
  - e)    Annual leave accrued in accordance with clause F7 (Annual Leave) will be paid out at the end of the temporary contact.
  - f)    Where a School Assistant (other than a School Assistant in receipt of a casual loading) is engaged on a temporary contract for a school term or more and continues until the end of term four and has accepted a contract for at least term one of the next school year prior to the first designated pay day following the end of school year, the School Assistant will be entitled to pro rata annual leave, full payment for public holidays and stand down from the end of the designated annual leave period.
  - g)    If a School Assistant (other than a School Assistant in receipt of a casual loading) is engaged on a temporary contract for a school term or more and continues until the end of term 4 and has not been offered a contract for at least term 1 of the next school year by the first designated pay day following the end of school year annual leave will be paid out at the end of the temporary contract.
  - h)    Where a School Assistant in (f) above is subsequently accepts a contract for at least term 1 of the next school year prior to the first working day following 26 January, the commencement date of the new contract will be the day following the end of the designated annual leave period.

## **T18                    INCREMENTAL PROGRESSION FOR TEMPORARY SCHOOL ASSISTANTS**

- T18.1    From the commencement of the 2012 school year, temporary School Assistants will progress an increment after working 200 days at their ordinary hours of work per day as a School Assistant (eg. 1250 hours for a 6.25 day or 1350 hours for a 6.75 day). Prior service as a School Assistant including casual employment will be recognised towards incremental advancement. Prior service will be assessed when a temporary contract is offered. Prior service for incremental purposes will be recognised in full years only.

## T19 RELATIONSHIP BETWEEN CLASSIFICATIONS AND LOCAL DESIGNATIONS

T19.1 A number of School Assistant classifications exist and are aligned for salary purposes with the general administrative classifications in Annex A as shown in the table below. Aligned classifications share common pay points and conditions unless specifically altered in this Agreement.

T19.2 The table below provides the minimum classification level for current School Assistant designations.

<i>Local Designation</i>	<i>School Assistant Classification</i>	<i>Administrative Classification (Annex A)</i>
Home Science Assistant School Administrative Assistant General Assistant Technology Assistant Information Communication Technology Assistant Library Assistant Defence Transition Mentor Defence School Transition Aide	School Assistant 2	Permanent part time ASO2 (0.85)
Learning Support Assistant Preschool Assistant* *subject to clause T20	School Assistant 2/3	Permanent part time ASO 2-ASO3 (0.85)
Laboratory Assistant Vision Support Assistant Hearing Support Assistant Bilingual Assistant Aboriginal and Torres Strait Islander Education Worker	School Assistant 3	Permanent part time ASO 3 (0.85)
Aboriginal and Torres Strait Islander Education Officers Youth Support Workers	School Assistant 4	Permanent part time ASO 4 (0.91)

T19.3 During the life of the Agreement new School Assistant 5 and School Assistant 6 classifications aligned on a pro-rata basis for salary purposes with Administrative Service Officer Class 5 and Administrative Service Officer Class 6 may be created.



T19.4 The local designations in the table below are aligned to the general administrative and senior officer classifications in Annex A.

<i>Local Designation</i>	<i>School Assistant Classification</i>	<i>Administrative Classification (Annex A)</i>
Youth Support Workers	(refer to subclause T19.8)	ASO 4
Aboriginal and Torres Strait Islander Education Officers	(refer to subclause T19.8)	ASO 4
Finance Officer	na	Various Administrative Service officer classification levels
Business Manager 1	na	ASO 5
Business Manager 2	na	ASO 6
Business Manager 3	na	SOG C
Business Manager 4	na	SOG B

T19.5 The annual salary for all School Assistant classifications are based on the annual permanent part time salary for the relevant ASO classifications as described in subclause T19.2.

T19.6 The formula for calculating the annual salary for School Assistants is:

annual Administrative Service Officer salary (ASO2 or ASO3) multiplied by 62.5/73.5

annual Administrative Service Officer salary (ASO4) multiplied by 67.5/73.5.

T19.7 During designated school vacation periods School Assistants are on annual leave and stand-down in accordance with clause T11 (Annual Leave for School Assistants). There is no further reduction in annual salary for the periods of paid stand-down when School Assistants are not in attendance at the school.

T19.8 School Assistant 4

All current Aboriginal and Torres Strait Islander Education Officers and Youth Support Workers at the Administrative Service Officer Class 4 (ASO 4) level will have an ongoing option to transfer to the School Assistant 4 classification.

If an employee decides not to transfer to the School Assistant 4 classification, the employee will be required to work all designated stand down and annual leave periods except where they apply for and have approved leave. All conditions will be those applicable to an office based ASO 4.

## **T20 PRESCHOOL ASSISTANT TRANSFERS**

T20.1 From the date of operation of this Agreement in accordance with the *Fair Work Act 2009*, the Directorate will undertake the process to transfer all Preschool Assistants to the School Assistant 2/3 classifications at the Preschool Assistant's current increment level.

T20.2 Preschool Assistants at the top increment of the School Assistant 2 level will be eligible to make an application to progress through the competency based increment barrier.

- T20.3 Where an application under subclause T20.2 is approved, and the applicant has been at the top increment of the School Assistant 2 for more than 12 months on the date of operation of this Agreement, the increment increase will be effective from that date.
- T20.4 Where the approved applicant has been on the top increment for less than 12 months on the date of operation of the Agreement, the increment increase will be effective from their next increment date following the date of operation of this Agreement.
- T20.5 Progression will be subject to satisfactory work performance, meeting the agreed identified competencies and acquiring the minimum qualification as detailed in the *Education and Care Services National Law Act (ACT) 2011* and regulations.

## **T21 SCHOOL ASSISTANT CLASSIFICATION REVIEW**

- T21.1 The Directorate agrees to undertake a review of the School Assistant classifications in accordance with clause D3 of this Agreement. The parties to the review will be the Directorate, the CPSU and the AEU. This review will be completed within 12 months from the date of operation of this Agreement. This review will be undertaken in consultation with a jointly agreed working group which will include representatives of relevant school based employees. The working group will develop a schedule that outlines the stages and timeframes of the review.
- T21.2 Critical to this review is the examination of the work that is currently undertaken by School Assistants in schools and assessment of what work is required to be carried out.
- T21.3 The parties agree that the purpose of the review will be to:
- a) Develop a classification structure that supports career development for School Assistants and meets school and system needs.
  - b) Provide clear work expectations, including the required skills and qualifications, for the School Assistant classification to enable career planning and inform recruitment decisions.
  - c) Consider the relationship between any changed expectations and appropriate remuneration, taking into account the ACT Public Service Work Level Standards (or their replacement) and equivalent level of work undertaken in other jurisdictions.
  - d) Develop clear and transparent processes for the administration of relevant allowances.
- T21.4 The working group will work collaboratively in order to maximise the involvement and participation of School Assistants. This includes providing regular reports to the Implementation Committee for this Agreement and the Directorate Consultative Committee.
- T21.5 The agreed and approved recommendations of the review will be implemented as early as possible during the life of the Agreement.

## **T22 PRESCHOOL UNITS**

- T22.1 From the start of 2014 all ACT public school Preschool unit Assistants will be required to have, or be working towards a minimum qualification requirement as detailed in *the Education and Care Services National Law Act (ACT) 2011* and regulations.

## **Section U - Health Directorate Specific Matters**

### **U1 APPLICATION**

U1.1 Section U applies to employees employed in the Health Directorate.

### **U2 INFECTION CONTROL**

U2.1 Where an employee has presented for work and is identified by a duly authorised Public Health Officer or Infection Control Officer to be a potential infection control risk to patients, or the staff member may be at risk in their normal work area, the head of service may temporarily transfer the employee to another work area, or direct the employee to be absent from duty until they are approved to return by the duly authorised Public Health Officer or Infection Control Officer.

U2.2 Where an employee is transferred or absent consistent with these arrangements the following will apply:

- a) the employee will be advised in writing; and
- b) will receive all entitlements that they would otherwise have received were they at work; and
- c) there will be no deduction from accrued leave entitlements for an absence under this clause.

### **U3 HEALTH ASSESSMENT**

U3.1 The relevant head of service must direct an officer to attend a health assessment if the officer has been absent on account of illness, as a continuous period or in separate periods, for a total of thirteen weeks in any 26-week period. The other provisions of subclause F4.30 will continue to apply.

### **U4 BROADBANDING**

U4.1 Where the Directorate and relevant employee representatives have agreed on broadbanding arrangements, these may be implemented during the life of the Agreement.

U4.2 Any such arrangements will be agreed by an exchange of letters and will include a robust competency framework.

U4.3 Where broadbanding arrangements are agreed under subclause U4.1, work level standards and competency requirements for progression through soft barriers will be developed for inclusion in the PSM Standards.

### **U5 SAFE TRAVEL**

U5.1 The Directorate is committed to providing all employees with a safe workplace. Therefore, in extraordinary circumstances, including planned and unplanned overtime, which render the employee's normal transport unavailable or unsafe, the supervisor may arrange alternate transport. This may include, but is not limited to, payment for, or reimbursement of, taxi fares.

U5.2 Where an employee is re-called for duty for the second and subsequent times in a 24 hour period, they may elect to use a taxi to travel to and from work. Payment for, or reimbursement of, this taxi fare will be provided by the Directorate.

## **U6 PAID MEAL BREAKS**

- U6.1 The Directorate may roster an employee for a shift that incorporates a paid meal break in the following circumstances:
- a) Where work is permitted in isolated locations; **and**
  - b) A shift is worked by only one or two employees; **and**
  - c) For reasons of client and employee safety, it is not appropriate for employees to leave the workplace to take a meal break.
- U6.2 Despite subclause B6.17 a paid meal break will be paid at ordinary time rates (including any applicable penalties) and will count as ordinary duty.
- U6.3 The incorporation of a paid meal break into an existing shift pattern will not usually result in a change to the starting and finishing times of a shift.
- U6.4 The Directorate will consult with affected employees before paid meal break provisions are implemented, and will consult with employees and their representatives about any subsequent withdrawal or extension of the arrangement.
- U6.5 A paid meal break will not count towards the accumulation of an ADO or any entitlement to leave.
- U6.6 When an employee is rostered on a shift of more than eight hours duration that includes a paid meal break, the employee will be permitted to take a 30-minute break during the shift.
- U6.7 Whenever an employee is on a break from work, the employee will be required to be ready to return to duty as and when the need arises, and to resume his or her break at a later time.
- U6.8 The employee and the employee's supervisor will agree on the usual pattern of breaks within a shift, to best meet the employee's requirement for relief from work, and to best meet service requirements.
- U6.9 The employee must contact the supervisor (or equivalent) and either:
- a) make an arrangement for relief to be provided to permit the employee to take a break; or
  - b) obtain approval to work without the break.

## **U7 OVERTIME ARRANGEMENTS FOR CASUAL EMPLOYEES**

- U7.1 Despite subclause B9.6 the minimum attendance before overtime is payable for a casual employee is 8 hours, or the length of the shift, whichever is the greater.
- U7.2 All overtime worked by casual employees in excess of the ordinary fortnightly hours of work for full-time employees (i.e. 73.5 hours or 76 hours per fortnight dependent upon the ordinary fortnightly hours identified by the Directorate for the position) will be paid at the rate described in clause C9.
- U7.3 For the purposes of this clause the ordinary shift length will be considered to be 8 hours, except where the employee has agreed to work a shift of another length.

## **U8 OVERTIME ARRANGEMENTS FOR PART-TIME EMPLOYEES**

- U8.1 Despite clause C9 the minimum attendance before overtime is payable for a part-time employee is 7:21 or 7:36, or the length of the shift, whichever is the greater.

- U8.2 Despite clause C9 a part-time employee will be paid the rate of 125% of the employees ordinary rate of pay in respect of all hours worked:
- in excess of their rostered hours; and
  - less than 7:21 or 7:36, as applicable, or the length of the shift, whichever is the greater; and
  - on any day/shift, as applicable.
- U8.3 All overtime worked by a part time employee in excess of the ordinary fortnightly hours of work for a full-time employee (i.e. 73.5 hours or 76 hours per fortnight dependent upon the ordinary fortnightly hours identified by the Directorate for the position) will be paid at the rate described in clause C9.

## **U9 MEDICAL TYPING ALLOWANCE**

- U9.1 For the purposes of this clause, “Medical Typing” means the typing of letters, reports and any other correspondence that requires a proficient understanding of both general medical terminology and medical terminology specific to the clinical area and clinical speciality.
- U9.2 A Medical Typing Allowance (MTA) will be paid to the qualified occupant of approved positions ~~at TCH~~.
- U9.3 The approval of a position for the payment of MTA will be determined by the head of service in consultation with the union(s) and other employee representatives.
- U9.4 In considering whether a position should be approved for the payment of the allowance, the head of service will ensure that the following criteria are met:
- the position is an ASO 2 or ASO 3 ~~located at TCH~~;
  - the main duty of the position is medical typing, and this is stated in the duty statement for the position.
- U9.5 The occupant of an approved position is considered qualified, and eligible to be paid the allowance, if they can demonstrate:
- fast, accurate typing skills; and
  - a proficient understanding of both general medical terminology and medical terminology specific to the clinical areas and clinical speciality.
- U9.6 The rate of allowance is specified in Annex C.
- U9.7 The allowance is only payable to the actual occupant of an approved position.
- U9.8 The allowance is treated as salary for all purposes (except calculation of overtime and shift penalties).
- U9.9 The allowance is paid on a pro-rata basis to part-time staff.
- U9.10 Any position currently approved for payment of MTA under a previous SEA will be required to be reassessed, but will remain eligible for the allowance pending the outcome of that reassessment.

## **U10 ~~TEACHERS IN HEALTH~~**

- ~~U10.1 In addition to the annual leave provisions provided under clause F7, an employee engaged in the classification of Teacher Band 1.8 under this Agreement will be entitled to:~~
- ~~two weeks of Christmas closedown leave, which will normally be the two weeks which contain Christmas Day and New Years day (This will apply in lieu of any entitlement under clause F11); and~~
  - ~~an additional four weeks paid leave each year, to be taken during the month of January.~~

## **Section V - Calvary Health Care ACT**

### **V1 APPLICATION**

V1.1 Section V applies only to those employees employed by the Calvary Health Care ACT.

### **V2 LEGAL SUPPORT**

V2.1 Where an employee is directed or legally obliged to take part in legal proceedings arising directly from the lawful discharge of their duties, Calvary Hospital will provide support, assistance and representation, as necessary, at no cost to the employee.

V2.2 Under this section, legal proceedings are those occurring in relation to:

- a) Coronial inquests.
- b) Medical/professional malpractice or medical/professional negligence allegations.
- c) Formal industrial and employment matter proceedings other than those instituted by the employee or against the employee by the Government.

V2.3 However, the parties agree that where an employee is involved in legal proceedings as a result of their initiating action against the employer or the government for any reason, the employer taking action arising from misconduct by the employee or as a result of criminal charges being laid against them, the Hospital does not have a responsibility to provide support or assistance to the employee.

### **V3 AMENITIES**

V3.1 The employer will provide for the use of employees:

- a) separate facilities for male and female employees;
- b) a suitable change room and adequate washing and toilet facilities; and
- c) a full length locker fitted with lock and key or other suitable place the safe keeping of clothing and personal effects of each employee.

## **Section W - Justice and Community Safety Directorate Specific Matters**

### **W1 APPLICATION**

- W1.1 Section W2 to W4 applies to officers, and fixed long term employees employed in the Justice and Community Safety Directorate, other than those employed in The Office of the Director of Public Prosecutions.

### **W2 REIMBURSEMENT OF TRADE AND TECHNICAL LICENCES AND PROFESSIONAL FEES**

- W2.1 The Head of Service may approve the reimbursement of fees incurred by an employee as defined at sub-clause W1.1 for the maintenance of trade and technical licences and professional affiliations that the Head of Service deems necessary and/or relevant for the employee to hold in order to undertake their duties.
- W2.2 The employee will require prior approval from the Head of Service before incurring any expenses in relation to trade and technical licences or professional fees for which reimbursement will subsequently be sought.
- W2.3 Nothing in this clause prohibits the fees and licences payable under this clause being paid directly to the issuing body rather than on a reimbursement basis.

### **W3 HEALTH AND WELL-BEING INITIATIVE**

- W3.1 In recognition of the benefits of maintaining a healthy and productive workforce, all employees defined at subclause W1.1 who undertake, in their own time, health promotion activities will be paid an amount not exceeding \$100 per annum in accordance with the relevant policy.
- W3.2 The payment will be on a reimbursement basis subject to an original receipt(s) being provided and only one claim may be made in a Fringe Benefit year (1 April to 31 March). The health promotion activity must have been purchased in the same Fringe Benefit year of the claim being made.

### **W4 PERFORMANCE CULTURE**

- W4.1 All employees engaged for a period of 6 months or more will participate in any Performance Feedback and/or personal development scheme introduced by the Directorate. The Directorate will consult with employees and union(s) on any proposed changes to existing performance management schemes and/or the development of any new performance management schemes to apply in the Agency.

## **ACT CORRECTIVE SERVICES**

### **W5 APPLICATION**

W5.1 Clauses W6 to W12 apply to all officers and employees in ACT Corrective Services.

### **W6 LEARNING AND DEVELOPMENT**

W6.1 The Directorate and union(s) recognise the desirability of at least one non-management officer attending the annual Probation and Corrections Officers Association Conference.

### **W7 PROGRAMS DELIVERED**

W7.1 The Offender Intervention Programs (OIP) Unit of ACT Corrective Services provides a number of group work programs for adult and juvenile offenders in both custodial and community settings.

W7.2 A Group Work Program Allowance will be paid to employees who facilitate delivery of any of the following group work programs and who are eligible for payment:

- a) Cognitive Self Change;
- b) Family Violence Self Change;
- c) Sex Offender;
- d) a variety of Alcohol and Drug programs;
- e) other programs as agreed by the Directorate and union(s).

### **W8 ELIGIBILITY**

W8.1 The Manager, OIP will determine who will facilitate each program in consultation with the Program Co-ordinators.

W8.2 The following employees who facilitate offender intervention programs will be entitled to receive the Group Work Program Allowance:

- a) ACT Corrective Service employees, other than Offender Intervention Program Unit employees, i.e. Probation and Parole Unit, Custodial Operations employees, who perform these duties outside their normal working hours;
- b) Casual employees; and
- c) Offender Intervention Programs Unit employees who facilitate a program outside the bandwidth of normal hours (7am until 7pm on a weekday).

### **W9 PAYMENT OF THE GROUP WORK PROGRAM ALLOWANCE**

W9.1 The Group Work Program Allowance will be paid at the rates specified in Annex C of this Agreement.



W9.2 The period for which the payment of the Group Work Program Allowance is made is the time taken to deliver the session and may also include:

- a) preparation time prior to the delivery of a program session;
- b) a debriefing period following the delivery of a program session;
- c) professional supervision relating to the program session (1 hour every 4 weeks and more frequently if available and if deemed necessary); and
- d) the time required to undertake a make-up session (if needed).

Payment for (a) to (d) above are at the discretion of the Manager Offender Intervention Programs in consideration of the complexity and type of program being delivered.

## **W10 PART PAYMENT OF THE GROUP WORK PROGRAM ALLOWANCE**

W10.1 OIP employees who are required to facilitate a weekday program will receive the Group Work Program Allowance for the part of the program delivered from 7pm only. This payment period may include a debrief period following the delivery of the session as per paragraph W9.2(b).

## **W11 FAILURE TO ATTEND A PROGRAM SESSION**

W11.1 The payment or part payment of the Group Work Program Allowance will not apply in circumstances where the facilitator fails to deliver a program session for any reason (including illness).

W11.2 It is the responsibility of the employee to follow OIP procedures regarding best practice guidelines for the delivery of programs, including attendance to supervision and debriefing.

W11.3 Should an employee be unable to facilitate a program the program coordinator, Manager OIP, or relevant contact person should be informed as soon as possible. Where practicable notification of non-attendance should be made no less than three hours before the program session should commence.

## **W12 CLAIMING PAYMENT**

W12.1 Program facilitators must complete a Program Allowance Time sheet. The time sheet must be forwarded to the Program Co-ordinator and/or the Manager, OIP (whichever is applicable) at the end of the fortnightly pay period.

W12.2 Claims for supervision must be made when the supervision occurs. Payment for supervision will be made at the weekday allowance rate i.e. a facilitator conducting a Saturday program will for the supervision component attract the weekday facilitator's payment for that hour as the supervision will be provided during the week only. The Program Allowance Time sheet must signed by the Principal Psychologist when the supervision occurs.

## **W13 CANCELLATION OF PROGRAM SESSIONS**

W13.1 Where a program session is cancelled immediately before its scheduled commencement due to a lack of participants attending the session or for any other unforeseen reason, the employee who was to facilitate the session will be paid the Group Work Program Allowance for a minimum of two hours. In such circumstances, the employee will automatically forgo the supervision component of the allowance.

W13.2 An employee who facilitates a program will be paid in accordance with the mutually agreed time should a program be cancelled at any time during a session.

## OFFICE OF REGULATORY SERVICES (NOW CMTEDD – 08 TO 012)

### **W14 APPLICATION**

~~W14.1— Clause W15 applies to all officers and employees in the Office of Regulatory Services (ORS).~~

### **W15 COMMITMENT TO PROFESSIONALISM**

~~W15.1— The Directorate will encourage and assist ORS employees to attain and maintain specialist skills and qualifications that are essential to the business of ORS.~~

~~W15.2— ORS will continue to offer training commensurate with functions (such as Inspectors) obtaining Diploma of Government (Workplace Inspection as varied) as well as relevant function specific training.~~

### **W16 PARKING OPERATIONS**

~~W16.1— Clauses W17 and W18 apply to all employees in Parking Operations.~~

### **W17 FIRST AID CERTIFICATE**

~~W17.1— First Aid Certificate— all Parking Operations employees are required to hold a current First Aid certificate from an approved provider.~~

~~W17.2— Employees will be required to attend annual 'refresher courses' held by the appropriate provider, during work hours and at the expense of the Employer, to maintain this qualification.~~

### **W18 WORKPLACE HEALTH AND SAFETY INITIATIVE**

~~W18.1— Where a work area has operating procedures that include a regime of exercise and back care programs, employees of the work area will be encouraged to actively participate in the program.~~

## Section X - Office of the Director of Public Prosecutions (DPP)

### X1 APPLICATION

- X1.1 Section X applies to members of the staff of the Office of the **Director of Public Prosecutions** (DPP) only.

### X2 CRIMINAL OFFENCES

- X2.1 This clause applies to all members of the staff of the Office of the DPP to the exclusion of clause H12.
- X2.2 An employee must advise the Director of Public Prosecutions in writing of:
- a) any criminal charges laid;
  - b) any criminal charges likely to be laid; or
  - c) any investigation being undertaken by the Police or other investigative agency, which may result in a prosecution, as soon as they become aware of such matters.
- X2.3 This clause does not apply to traffic or regulatory offences for which an infringement notice is issued unless:
- a) the infringement notice is a Simple Cannabis Notice under s171 A of the Drugs of Dependence Act 1989; or
  - b) the infringement is not paid and action is taken to enforce the notice.
- X2.4 Where criminal charges are laid against an employee and the interests of the Office of the DPP or of the ACTPS may be adversely affected, the Director of Public Prosecutions may suspend the employee in accordance with the suspension arrangements under clause H8.
- X2.5 If an employee is convicted of a criminal offence, or a court finds that an employee has committed such an offence but a conviction is not recorded, the employee will provide a written statement regarding the circumstances of the offence to the Director of Public Prosecutions within seven calendar days of the conviction or the finding.
- X2.6 Where an employee is convicted of a criminal offence, or a court finds that an employee has committed such an offence but a conviction is not recorded, and the conviction or finding has adversely affected the interests of the Office of the DPP or the ACTPS, the Director of Public Prosecutions may take discipline action against the employee in accordance with clause H6.

### X3 ASO5 RETENTION POINT

- X3.1 Employees at the ASO5 level who at the date of lodgement of this Agreement were on the DPP retention point will continue to access the salary level in Annex A.

### ~~X4 CASH OUT OF LONG SERVICE LEAVE~~

- ~~X4.1 Employees who are eligible for long service leave under the provisions of the PSM Act may apply to cash out their available credits. To the exclusion of paragraph F25.6(c), approval will be subject to the availability of funds and on the following conditions:~~
- ~~a) the minimum leave able to be cashed out at any one time is one month;~~
  - ~~b) no more than one application can be made in a calendar year; and~~
  - ~~c) payment will be based on the salary the employee would have received had they taken the leave at the time the application was made. If the employee is on higher duties, payment at that higher rate will only be approved if the higher duties would have continued for that period of leave.~~

**X5 X4 PERFORMANCE MANAGEMENT**

- X5.1 In accordance with subclause A2.9, all members of the staff of the Office of the DPP will participate in performance management as provided in the Performance Management policy of the Office. The Director of Public Prosecutions will consult with staff of the Office on any proposed changes to the Performance Management policy of the Office.

**X6 X5 REIMBURSEMENT OF PROFESSIONAL FEES**

- X6.1 The Director of Public Prosecutions may approve the reimbursement of fees incurred by an employee for professional affiliations that the Director of Public Prosecutions deems necessary and/or relevant for the employee to hold in order to undertake their duties.
- X6.2 The employee will require prior approval from the Director of Public Prosecutions before incurring any expenses in relation to professional fees for which reimbursement will subsequently be sought.
- X6.3 Nothing in this clause prohibits the fees payable under this clause being paid directly to the issuing body rather than on a reimbursement basis.

**X7 X6 HEALTH AND WELL-BEING INITIATIVE**

- X7.1 In recognition of the benefits of maintaining a healthy and productive workforce, all employees (officers and fixed long term employees) who undertake, in their own time, health promotion activities will be paid an amount not exceeding \$100 per annum in accordance with the relevant policy.
- X7.2 The payment will be on a reimbursement basis subject to an original receipt(s) being provided and only one claim may be made in a Fringe Benefit year (1 April to 31 March). The health promotion activity must have been purchased in the same Fringe Benefit year of the claim being made.

**X.8 WORKPLACE BEHAVIOURS**

- X8.1 This clause applies to the exclusion of subclause H1.6.
- X8.2 If a DPP employee resigns from the ACTPS while a misconduct process is on foot, the Public Sector Standards Commissioner will consult with the DPP and may:
- (a) determine to complete the misconduct process under Section H of this Agreement, including inviting the employee to participate in the process, such that the outcome of the process can be taken into account with any application by the former employee to subsequently re-enter the ACTPS; or
  - (b) determine to stay the process upon the employee's resignation and communicate to the employee that the misconduct process may recommence if the former employee subsequently re-enters, or seeks to re-enter, the ACTPS. Any disciplinary action and sanction which is determined as a consequence of a resumed misconduct process may be imposed on the employee in their new position in accordance with H1.5.1 or taken into account with any application by the former employee to subsequently re-enter the ACTPS.

## **X.9 MISCONDUCT AND DISCIPLINE**

- X9.1 This clause applies to the exclusion of subclause H7.1.
- (a) Upon becoming aware of a matter of alleged misconduct, the DPP as head of service will determine whether or not the matter needs to be investigated. Where the DPP as head of service determines that investigation is required the DPP as head of service will refer the matter to the Public Sector Standards Commissioner for investigation.
  - (b) Where the misconduct or discipline issues/s involves matters related to an employee(s) that is the subject of criminal prosecutions being conducted by the Office of the DPP, the matter will be dealt with by the DPP as head of service, and will not be referred to the Public Sector Standards Commissioner.
- X9.2 This clause applies to the exclusion of clause H7.3
- (a) Upon receiving a referral in accordance with sub clause H7.1 the Public Sector Standards Commissioner will notify the DPP of the arrangements for an appropriately trained or experienced person (the investigating officer) to investigate the alleged misconduct in accordance with clause H9 and provide the DPP with an opportunity to raise any potential concerns about conflicts of interest. If the Public Sector Standards Commissioner is of the view that an investigation will not resolve the matter, the Public Sector Standards Commissioner will consult with the DPP and refer the matter back to the DPP as head of service for resolution or further consideration.
- X9.3 This clause applies to the exclusion of clause H7.6
- (a) Where the Public Sector Standards Commissioner determines to instigate an investigation of alleged misconduct, in the absence of a referral under sub clause H7.1, the Public Sector Standards Commissioner will discuss the matter with the DPP prior to implementing any investigation.
  - (b) The Public Sector Standards Commissioner will not investigate matters related to non-legal staff that are the subject of criminal prosecutions on foot.

## **X.10 INTERNAL REVIEW PROCEDURES**

- X10.1 This clause applies to the exclusion of subclauses 14.15 to 14.19 inclusive (review process).
- X10.2 Where the subject of the application is an action or decision in relation to the DPP (in person) this will be referred to the relevant minister.

## **X.11 APPEAL MECHANISM FOR MISCONDUCT AND OTHER MATTERS**

- X11.1 The appeal mechanism set out in section J of this Agreement does not apply to matters that arise in the DPP.
- X11.2 Matters that would otherwise be subject to the appeal provisions in section J of this Agreement should in the first instance be referred to the DPP (in person) and if left unresolved should be referred to the Fair Work Commission in accordance with the Dispute Avoidance/Settlement Procedures in clause G6 of this Agreement.

## Section Y - ~~Territory and Municipal Services Directorate Specific Matters~~

### Transport Canberra and City Services Directorate Specific Matters

#### **Y1 APPLICATION**

- Y1.1 Section Y applies to employees employed in the ~~Territory and Municipal~~ Transport Canberra and City Services (TCCS) Directorate.

#### **Y2 WORKPLACE HEALTH AND SAFETY**

- Y2.1 ~~TAMS TCCS~~ and its workers will continue to promote a safe and healthy workplace through its Workplace Health and Safety Committee in accordance with the ~~ACT Work Health and Safety Act 2008~~ 2011. Accordingly, ~~TAMS TCCS~~ will work with its employees to foster a healthy workplace by promoting safe work practices and encouraging a strong safety culture to thrive. This will include, but not be limited to, providing relevant Work Health and Safety accredited training and refresher courses.

#### **Y3 ~~PURCHASED LEAVE – ADDITIONAL ENTITLEMENT~~**

- ~~Y3.1 In addition to the provisions set out in clause F9.3, an employee may purchase an additional 12 weeks leave up to a maximum of 24 weeks in any 12 month period.~~

#### **Y4 Y3 FIRE WARDEN**

- Y4.1 Fire Wardens will also receive an allowance equivalent to the rate of the Base Level First Aid Allowance as set out in Annex C.

#### **Y5 Y4 TIME OFF IN LIEU**

- Y5.1 Despite subclause C9.16, Time off in Lieu (TOIL) may be accrued on an hour for hour basis at the request of the employee. An employee may access their TOIL credit following agreement with their supervisor/manager.

#### **Y6 Y5 NOMINATION OF ~~TAMS TCCS~~ EMPLOYEES FOR FIRE DUTY**

- ~~Y6.1 In addition to the Parks and City Services Division nominated positions, Employees from other TAMS TCCS business units may be nominated by the relevant Executive Director and approved by the Executive Director PACS EPSDD for the provision of fire management tasks.~~

#### **Y7 Y6 LEAVE LOADING FOR SHIFT WORKERS**

- Y7.1 Despite ~~paragraph F8.7(b)~~ subclause F8.7.2 a designated shift worker can advise in January by email to the Payroll area that they:
- d) elect to have their loading of 17.5% paid in lieu of penalties while on annual leave;
  - and

- e) no claim for penalties will be made on timesheets during their annual leave periods; and
- f) once a decision is made they cannot change their decision during that year.

## **Y8 ISOLATED ESTABLISHMENT ALLOWANCE**

~~Y8.1 — Isolated Establishment Allowance is payable in accordance with Y8.6 to employees who must travel to an isolated establishment in their own time.~~

~~Y8.2 — Definitions:~~

- a) ~~“Isolated establishment” means a place of work for ACT government employees that are located more than 5 kilometres beyond the boundary of the Canberra-Queanbeyan urban suburb or other locality, which is closer to the isolated establishment.~~
- b) ~~“Distance” means the distance between the boundary of the closest urban suburb or other locality, and a place of work for ACT Government employees. It will be the shortest distance by road starting at the boundary and ending at the place of work.~~
- c) ~~“Place of work” means the actual place of work, or the place where vehicles are required to be parked, as the case may be. “Place of work” does not include a temporary place of work.~~

~~Y8.3 — Isolated establishment allowance is paid in respect of any day an employee is required to perform duty, and is limited to one payment per day.~~

~~Y8.4 — Where the employee is transported to an isolated establishment at the expense of the employer, the amount of isolated establishment allowance to be paid to the employee will be half the amount calculated.~~

~~Y8.5 — No isolated establishment allowance will be paid where the employee claims “travel allowance”.~~

~~Y8.6 — The daily amount will be calculated in accordance with the following formula:~~

$$(A - 5) \text{ kilometres} \times B \text{ cents per kilometre} \times 2$$

- ~~where A is the distance between the limits of the Canberra-Queanbeyan urban suburb (or the boundary of such other urban suburb or locality which is closer to the isolated establishment) and the place of work.~~
- ~~where B is 50.0 cents.~~

~~The rate of “B” will increase in line with percentage increases as detailed in subclause C2.2.~~

~~Y8.7 — Prior to 1 July each year a review will be undertaken based on the distance between the boundary of the closest urban area or locality. Where a variation is identified, the distance will be adjusted and the method stated in Y8.6 will be applied. Where a new~~

~~depot is established and it meets the conditions of Isolated Establishment then that depot will be included for payment from 1 July of that year.~~

~~Y8.8 — Despite Clause Y8.6, payment will be as provided at Y8.9.~~

<del>Y8.9</del>	<del>Location</del>	<del>1/7/2012</del>	<del>Distance</del>	<del>Rate per km</del>
		<del>1/7/2013</del>		
		<del>per day</del>	<del>(A)</del>	<del>(B)</del>
	<del>per day</del>			
	<del>Googong half rate</del>	<del>\$2.48</del>	<del>9.8</del>	<del>.5175</del>
	<del>\$2.53</del>			
	<del>Googong full rate</del>	<del>\$4.97</del>	<del>9.8</del>	<del>.5175</del>
	<del>\$5.07</del>			
	<del>Namadgi Visitors Centre half rate</del>	<del>\$1.34</del>	<del>7.6</del>	<del>.5175</del>
	<del>\$1.37</del>			
	<del>Namadgi Visitors Centre full rate</del>	<del>\$2.69</del>	<del>7.6</del>	<del>.5175</del>
	<del>\$2.74</del>			
	<del>Tidbinbilla half rate</del>	<del>\$8.18</del>	<del>20.8</del>	<del>.5175</del>
	<del>\$8.34</del>			
	<del>Tidbinbilla full rate</del>	<del>\$16.35</del>	<del>20.8</del>	<del>.5175</del>
	<del>\$16.68</del>			
	<del>Cotter half rate</del>	<del>\$1.60</del>	<del>8.1</del>	<del>.5175</del>
	<del>\$1.63</del>			
	<del>Cotter full rate</del>	<del>\$3.21</del>	<del>8.1</del>	<del>.5175</del>
	<del>\$3.27</del>			

## PARKS AND CITY SERVICES DIVISION (NOW EPSDD – Q6 TO Q9)

### Y9 APPLICATION

~~Y9.1 — Clauses Y10 to Y12 apply to employees in the Parks and City Services Division.~~

### Y10 ~~WORK IN EXTREME WEATHER CONDITIONS (NOW EPSDD – Q7)~~

~~Y10.1 — Essential work may be carried out during inclement weather conditions, subject to occupational, health and safety requirements being met and provided appropriate protective clothing and equipment of an agreed standard is issued. Decisions on working during inclement weather will be by agreement between the parties consistent with sound Workplace Health and Safety Guidelines. Inclement weather means wet weather~~



~~of abnormal climatic conditions such as hail, cold, high winds, severe dust, extreme high temperatures, or any combination thereof.~~

~~Y10.2 — Where essential work cannot be carried out, management will provide training or other functions.~~

~~Y10.3 — Essential work means functions such as garbage collection, safety responses (eg storm/flood/fire damage) and/or issues involving public safety.~~

## **Y11 FIRE RELATED ACTIVITIES (NOW EPSDD – Q8)**

~~Y11.1 — The Director General will designate 140 positions in PACS to undertake fire management tasks and duties.~~

~~Y11.2 — Where an employee is unable to undertake fire management tasks, alternate working arrangements will be agreed between TAMS and the employee.~~

## **Y12 AFTER HOURS AGENCY CONTACT (NOW EPSDD – Q9)**

~~Y12.1 — The After Hours Agency Contact (Agency Contact) is an employee designated by the Executive Director to be the after hours contact to respond on behalf of TAMS to requests for assistance in the event of bushfires, other emergencies or other activities determined by the Director General.~~

~~Y12.2 — The Agency Contacts will be rostered on a weekly basis taking into account operational needs and employees' family responsibilities.~~

~~Y12.3 — An After Hours Agency Contact Allowance will be paid to employees for any time they are rostered to act as an Agency Contact. The After Hours Agency Contact Allowance will be paid when worked or on an annual basis and will not count as salary for any other purpose.~~

~~Y12.4 — The Agency Contact will be paid the After Hours Agency Contact Allowance as identified in Annex C. The After Hours Agency Contact Allowance will replace the provisions of clause C14 (On Call Allowance), clause C15 (Close Call Allowance) and clause C10 (Overtime Meal Allowance) for duties performed by an employee performing the work as an Agency Contact.~~

~~Y12.5 — While the employee is performing the duties of an Agency Contact, overtime will only be paid for time worked beyond 3 hours for the second and subsequent call outs per calendar month.~~

## CITY SERVICES

### Y13 Y7 APPLICATION

Y13.1 Clause ~~Y14~~ Y8 applies to employees in the City Services (CS) business unit.

### Y14 Y8 ARRANGEMENTS SPECIFIC TO FIELD STAFF

#### *Movement of staff between Depots*

- Y14.1 Subject to Workplace Health and Safety considerations, the morning tea break will not necessitate employees returning to a depot. Morning tea will customarily be held on the job.
- Y14.2 A minimum period of five working days notice period (to the employee and their employee representative) is required to permanently move an employee between depots.
- Y14.3 For the purposes of subclause ~~Y14.2~~ Y8.2, clause ~~City Services~~ will provide a daily or weekly Travel Allowance to an employee to whom subclause ~~Y14.2~~ Y8.2 applies. The Travel Allowance is found in Annex C. The Travel Allowance will only be paid for up to two weeks.
- Y14.4 The employee may raise objections to the proposed movement between depots for legitimate personal concerns or family commitments.
- Y14.5 Any question, dispute or difficulty arising under this clause is to be dealt with in accordance with the Dispute Resolution Procedures within this agreement. While any question, dispute or difficulty under this clause is negotiated, work will continue as normal.
- Y14.6 Non-permanent employees will be moved between depots prior to the movement of permanent employees subject to skills required.

## PARKS AND CONSERVATION (NOW EPSDD – Q10)

### Y15 APPLICATION

~~Y15.1~~ Clause ~~Y16~~ applies to employees in the Parks and Conservation (PC) business unit.

### Y16 ~~ARRANGEMENTS SPECIFIC TO FIELD STAFF~~

#### *Movement of staff between Depots*

~~Y16.1 — Subject to Workplace Health and Safety considerations, the morning tea break will not necessitate employees returning to a depot. Morning tea will customarily be held on the job.~~

~~Y16.2 — A minimum period of five working days (to the employee and their employee representative) is required to permanently move an employee between depots.~~

~~Y16.3 — For the purposes of subclause Y16.2, PC will provide a daily or weekly Travel Allowance to an employee to whom subclause Y16.2 applies. The Travel Allowance is found in Annex C. The Travel Allowance will only be paid for up to two weeks.~~

~~Y16.4 — The employee may raise objections to the proposed movement between depots for legitimate personal concerns or family commitments.~~

Y16.5 Any question, dispute or difficulty arising under this clause is to be dealt with in accordance with the Dispute Resolution Procedures within this agreement. While any question, dispute or difficulty under this clause is negotiated, work will continue as normal.

Y16.6 Non-permanent employees will be moved between depots prior to the movement of permanent employees subject to skills required.

## ~~BUSINESS ENTERPRISES DIVISION~~ **CAPITAL LINEN**

### **Y17** **Y9** **APPLICATION**

Y17.1 Clauses ~~Y18~~ **Y10** to ~~Y20~~ **Y12** apply to employees in the Capital Linen Service (CLS) business unit.

### **Y18** **Y10** **CASUAL EMPLOYEES**

Y18.1 All casuals employed for duties within CLS will be rostered for duty from within a casual pool. CLS will seek to ensure that work hours are shared equitably amongst members of the casual pool.

### **Y19** **Y11** **CONDITIONS OF WORK**

Y19.1 Despite clause B5.7 standard hours of work as follows:

Production Floor: Monday – Saturday 7:00 am – 7:00 pm.

Note: Overtime rates will not be paid for ordinary hours worked on a Saturday.

Maintenance Cell: Monday – Friday 6:00 am – 6:00 pm.

Drivers: Monday – Friday 7:00 am – 5:30 pm.

**Y20                      Y12                      SINGLE SALARY SPINE**

Y20.1 CLS employees will be paid in accordance with the conditions advised below and the CLS Single Salary Spine as provided for in Annex A (Classifications and Rates of Pay).

CLS Band 3	3.1	Admin staff entry level
	3.2	Admin advancement subject to performance assessment after 1yr
	3.3	Admin advancement subject to performance assessment after 2 yrs experience.
	3.4	Admin advancement subject to performance assessment after 3 yrs experience.
	3.5	Admin advancement subject to performance assessment after 4 yrs experience & is max. pay point at this level.
CLS Band 4	4.1	Admin staff
	4.2	Admin – advancement subject to performance assessment after 1yr
	4.3	Admin - advancement subject to performance assessment after a further 1yr
	4.4	Admin – advancement subject to performance assessment and qualifications after a further 1yr. Max. pay point at this level.

CLS Band 5	5.1	Admin staff
	5.2	Admin advancement subject to performance assessment after 1 yr
	5.3	Admin advancement subject to performance assessment after a further 1yr.
	5.4	Admin advancement subject to performance assessment and qualifications after a further 1 yr. Max. pay point at this level.
CLS Band 6	6.1	Admin staff
	6.2	Admin advancement subject to performance assessment after a 1 yr
	6.3	Admin advancement subject to performance assessment and qualifications after a further 1yr. Max. pay point at this level.
CLS Band 7	7.1	Admin staff
	7.2	Admin advancement subject to performance assessment after 1yr
	7.3	Admin advancement subject to performance assessment after further 1yr
	7.4	Admin advancement subject to performance assessment after further 1yr
	7.5	Admin advancement subject to performance assessment and qualifications relevant to position. Max. pay point at this level.
CLS Band 8	8.1	Managerial staff performing tasks similar to the SOG C entry level
	8.2	Advancement subject to performance assessment after 1 yr with qualifications. Max. pay point at this level.
CLS Band 9	9.1	Managerial staff performing tasks similar to SOG B entry level
	9.2	Advancement subject to performance assessment after 1yr
	9.3	Advancement subject to performance assessment after a further 1 yr. Max. pay point at this level
CLS Band 10	10.1	Managerial staff performing tasks similar to SOG A

Note: There are hard barriers between each CLS Band and the only exception to movement through this barrier will be trade employees. The reason for this is the business flexibility requirements due to specialised skills that may be required, trade qualifications and supervision requirements.

## CANBERRA CEMETERIES

### Y21                      **Y13**      APPLICATION

Y21.1      Clause ~~Y22~~ **Y14** applies to employees in the Canberra Cemeteries business unit.

### Y22                      **Y14**      CANBERRA CEMETERIES – WORK AT ANY LOCATION

Y22.1      All employees will assist in the management and operation of all cemeteries. Employees may be directed to work permanently or temporarily at any cemetery, including starting work and finishing work at the relevant cemetery. Allowances will not be paid in respect of any work relocation.

## **ACT PROPERTY GROUP (NOW CMTEDD – 013 TO 015)**

### **Y23 APPLICATION**

~~Y23.1 — Clauses Y24 and Y25 apply only to those staff employed in ACT Property Group.~~

### **Y24 ~~COMMENCE START AND FINISH WORK ON THE JOB~~**

~~Y24.1 — For operational effectiveness, employees with approved home garaging arrangements will commence and finish work on the job.~~

### **Y25 ~~ACT PROPERTY GROUP COMPOSITE ALLOWANCES~~**

~~Y25.1 — Composite allowances applicable to ACT Property Group as set out in Annex C will not include:~~

- ~~f) — Construction Industry Allowance;~~
- ~~g) — Meal Allowance;~~
- ~~h) — Travel Allowance;~~
- ~~i) — Confined Space Allowance — only where ‘Confined Space Permits to Work’ are issued; and~~
- ~~j) — Height Work Construction Repairs greater than 15 metres.~~

**ANNEXES**