

Explanatory Notes

What's different about the ACT Public Sector
Administrative and Related Classifications
Enterprise Agreement 2026-2029



Acknowledgement of Country

The Chief Minister, Treasury and Economic Development Directorate acknowledges the Ngunnawal people as traditional custodians of the ACT and recognise any other people or families with connection to the lands of the ACT and region.

We respect the Aboriginal and Torres Strait Islander people, particularly our Aboriginal and Torres Strait Islander staff, and their continuing culture and contribution they make to the Canberra region and the life of our city.

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Purpose

This document explains the proposed main amendments to the ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2026-2029 ('the Agreement'), to ensure that employees have a good understanding of the outcomes negotiated with unions and other bargaining representatives.

The proposed amendments clarify existing entitlements and processes and introduce new ones. Together, these amendments provide for competitive entitlements and conditions for the Australian Capital Territory Public Service (ACTPS) workforce which are further detailed below.

Note

When these explanatory notes reference a clause (e.g. A4: Commencement and Duration) it is referencing the proposed Agreement for 2026-2029.

Key Information

A4: Commencement and Duration

The nominal expiry date of the proposed Agreement is 31 March 2029.

C2: Remuneration

The Government's pay offer provides percentage increases over the lifetime of the Agreement. Every year, from 2026 to 2029, employees will receive a percentage increase to their salary.

These pay increases are set out in Table 1 as follows:

Table 1: Pay Increases

Agreement Year	Percentage Increase to Pay	Date of Increase
Year 1	3%	1.5% July 2026
		1.5% February 2027
Year 2	3%	1.5% July 2027
		1.5% February 2028
Year 3	3%	1.5% July 2028
		1.5% February 2029

C3: Cost of Living Payment

The Government's pay offer includes a new cost of living payment where the annual Canberra Consumer Price Index (CPI) inflation figure is 3.5% or higher for permanent, temporary and eligible casual employees. The cost of living payment will be calculated from June 2026 to June 2027 and June 2027 to June 2028.

Quarterly data on “All groups CPI; Canberra” that is published by the Australian Bureau of Statistics (ABS) will be used to calculate the annual CPI growth rate over the indicated periods.

If the threshold of 3.5% is met, eligible employees will receive a \$600 cost of living payment. If CPI reaches 4.0% or higher the cost of living payment will be increased to \$1,000. The cost-of-living payment will be paid on the last payday of September in the relevant year.

For clarity, the cost of living payment for part-time employees working less than 0.5 Full Time Equivalent (FTE) will be based on the average hours worked over 26 pay periods preceding the eligibility date. Eligible casual employees working below 0.5 FTE will have the cost of living payment pro-rated on their average hours. The calculation will also take into consideration the maximum number of hours applicable to the employee’s position FTE.

This payment will be made to employees who meet the definition of “eligible casual employee” and have an active record in the pay system on the eligibility date.

Casual employees employed by the Education Directorate will not be affected by shutdown periods when calculating pay based on the average hours worked during the 26 pay periods preceding the eligibility date.

The cost of living payment will have superannuation paid in accordance with relevant superannuation fund rules and will be taxed in accordance with Australian Taxation Office (ATO) requirements.

C21 and Annex C: Allowance Rates

Further to the pay offer, the rates of relevant allowances provided for in Annex C of the Agreement will be adjusted by:

Table 2: Increases to Allowances

Agreement Year	Percentage Increase to Allowance	Date of Increase
Year 1	3%	1.5% July 2026
		1.5% February 2027
Year 2	3%	1.5% July 2027
		1.5% February 2028
Year 3	3%	1.5% July 2028
		1.5% February 2029

The new Chief Emergency Warden Allowance has been added to the list of allowances available to all ACTPS employees. Further detail about this new allowance and eligibility is provided under Annex C.

D7: Superannuation

Superannuation employer contributions for Superannuation Guarantee Funds have been increased in the Agreement. The superannuation employer contributions are proposed in the Agreement as follows:

- From 1 January 2026 to 31 December 2027 is 12.5%
- From 1 January 2028, the ACTPS will contribute 13.0%.

This represents an increase of 0.5% during the life of the Agreement and takes the rate to 13% which is 1.0% above the legislated minimum of 12.0%.

Members of preserved Commonwealth schemes like the CSS, PSS and PSSaP will continue to receive the contributions they do currently.

Parental Leave Revisions

The ACTPS currently has several separate leave clauses providing entitlements for employees to be absent from duty to care for and bond with their newborn child, or to bond with a newly adopted child, or child under a permanent care arrangement.

These leave entitlements are currently Birth Leave, Parental Leave, Bonding Leave, Primary Care Givers Leave, and Adoption, Permanent or Long-Term Care Leave.

This Agreement proposes to consolidate a number of these parental leave types, as follows:

Expiring Leave Type Under The Prior Agreement	Replacement Leave Type Under the Proposed Agreement
E14 – Birth Leave (paid, and leave for stillbirth-paid)	E14 – Paid Parental Leave (See leave under E14.7.2)
E14 – Birth Leave (unpaid)	E16 – Unpaid Parental Leave (See Unpaid Parental Leave under E16.3)
E15 – Special Birth Leave (pregnancy-related illness - unpaid)	E15 – Pregnancy-Related Illness Leave
E15 – Special Birth Leave (pregnancy loss - unpaid)	E16 – Unpaid Parental Leave (See unpaid parental leave under E16.6)
E16 – Primary Care Giver Leave	E14 – Paid Parental Leave (see paid parental leave under E14.7.1)
E17 – Parental Leave	E16 – Unpaid Parental Leave
E18 – Bonding Leave (paid)	E17 – Bonding Leave for Temporary Employees, or E14 – Paid Parental Leave (see Paid Parental Leave under E14.7.1)

E18 – Bonding Leave (unpaid)	E16 – Unpaid Parental Leave
E20 – Adoption, Permanent or Long-Term Care leave	E14 – Paid Parental Leave (see Paid Parental Leave under E14.7.1)
E20 – Adoption, permanent or long-term care leave (unpaid pre-adoption leave for casual employees)	E16 – Unpaid parental leave

Further information on these proposed changes is provided under Section E.

In summary, from commencement of the Agreement the consolidated **Paid Parental Leave** will include:

- The existing 24 weeks paid leave for birthing parents.
- 18 weeks of paid leave for non-birthing parents.
- Expanded access to parental leave for both parents, with the option to take leave concurrently and flexibly within a 24-month period.
- Removal of the 12-month service requirement for permanent employees to access the new parental leave entitlement.
- New supports and leave entitlements will be provided for parents who experience pregnancy loss.
- Additional paid parental leave entitlements for premature birth ensuring employees continue to receive their full paid parental leave entitlement, by providing additional paid leave when a baby is born before 37 weeks' gestation.

Further minor changes are proposed across the Agreement to support these changes.

This parental leave package aims to clearly communicate paid and unpaid parental leave entitlements available in the ACTPS and remove barriers to access.

Major Amendments: Schedule 1 - Core Conditions (Sections A – M)

Structural Change

Headings have been added to clarify that Schedule 1 includes core conditions applicable to all employees covered by the Agreement and Schedule 2 includes directorate-specific conditions.

Dictionary

Assisted Reproductive Leave

Assisted Reproductive Leave has been removed from the Dictionary as Reproductive Leave has replaced this leave type.

Carer

The definition of 'carer' has been updated to clarify the inclusion of kinship care.

Casual Employee

The definition of a casual employee has been updated to refer to the *Fair Work Act 2009* (FW Act), ensuring it stays consistent with the FW Act throughout the life of the Agreement.

Maternity leave or birth leave

A definition for maternity leave or birth leave has been added to the dictionary to retain a definition of 'birth leave' for circumstances where the term is still in use and for the purpose of applying the *Public Sector Management Act 1994*. This update is proposed alongside proposed changes to parental leave types.

Member of a Household

The definition of 'household member' in the Dictionary has been updated to 'member of a household' for consistency of language across the Agreement.

Strategic Board

'Strategic Board' has been removed from the Dictionary, as it is not referenced elsewhere in the Agreement.

Veteran

The definition of Veteran has been added and includes people who have served or are currently serving as a member of the Permanent Forces or as a member of the Reserves.

Section A: Scope Of Agreement

A2: Main Purpose

Ensuring fairness

Anti-racism statement

An acknowledgement of the harmful impacts of racism, including systemic racism, and a commitment to promoting culturally safe, anti-racist workplaces has been added to clause A2 – Main Purpose.

Updated Statement of Intent to ensure Fairness for Aboriginal and Torres Strait Islander employees

The Main Purpose has been updated to clearly outline the entitlements available to support Aboriginal and Torres Strait Islander employees, including:

Existing entitlements:

- Community language allowance (Annex C).
- Leave to attend NAIDOC week activities (Annex D).
- Expansive definition of immediate family to reflect kinship structures (Dictionary).

New or amended entitlements:

- Ability to request a flexible work arrangement (B20).

- Recognition of cultural expertise through accelerated incremental advancement (C5.8) or through Attraction and Retention Incentives (ARIn) (D2 and Annex B).
- Leave for Aboriginal or Torres Strait Islander cultural or community obligations or expectations (Annex D).
- Leave to attend Aboriginal and Torres Strait Islander meetings (Annex D).

Recognition of additional cultural responsibilities and impacts

New wording acknowledges that Aboriginal and Torres Strait Islander employees may experience additional expectations tied to cultural and community responsibilities, as well as cumulative impacts such as psychosocial stress, intergenerational trauma, racism and workplace isolation. It also introduces a commitment for the organisation to identify and mitigate these impacts and support culturally safe workplaces.

Strengthened expectations on managers

The clause has been reframed to emphasise that managers will work collaboratively with employees to support access to entitlements and help balance cultural responsibilities with work duties, within operational requirements.

Right to decline culturally based work outside role scope

A new entitlement has been added which clarifies that Aboriginal and Torres Strait Islander employees may decline a request to undertake work related to their cultural identity where it falls outside their substantive duties and is not otherwise recognised or remunerated.

Removal of duplicate 'achieving better work and life balance' clause

Removed description of 'achieving a better work and life balance' commitments from this clause as it duplicates of commitments under clause B1 - Achieving a Better Work and Life Balance.

A3: Application and Coverage

The following are new or updated ACT Government obligations/entitlements under clause A3 – Application and Coverage:

Removal of Calvary Health Care Limited ACT Limited

Reference to Calvary Hospital Bruce (now North Canberra Hospital) and Calvary Health Care Limited have been removed from this clause and throughout the Agreement, noting the hospital name change and the transition of these employees to the ACTPS.

CFMEU name change

Reference to the Construction, Forestry, and Maritime Employees Union (CFMEU) (formerly Construction, Forestry, Maritime, Mining and Energy Union (CFMMEU)) has been updated to reflect the Mining & Energy division's split from CFMEU to form an independent union.

A5: Operation of the Agreement

The list of applicable legislation has been updated to include the *Emergencies Act 2004* (ACT). "(SG Act)" has also been updated when referencing superannuation legislation.

Updates have been made to naming conventions across the Agreement.

- 'Schedule 1' is now a reference to 'Common Core' conditions located in sections A-M of the Agreement; these are the common terms and conditions applying to all ACTPS employees covered by the Agreement.
- 'Schedule 2' is a reference to Directorate-Specific conditions located after section M in the Agreement, these are the terms applying to Directorates, Agencies or specific groups of employees.

Schedule 2 (i.e. Directorate-Specific conditions) will continue to prevail over Schedule 1 (i.e. Common Core conditions) to the extent of any inconsistency.

For clarity, it is now clearly titled within the Agreement where 'Schedule 2' begins and 'Schedule 1' ends.

Section B: Working in the ACT Public Sector

B5: Probation

The Agreement has been amended to clarify that where an employee's employment is to be terminated, the written notice provided must outline the reasons for the termination and the day of termination.

B12: Management of Workload, Working Hours and Safe Staffing

Management of Workload, Working Hours and Safe Staffing (previously titled 'Management of Working Hours') has been expanded to include provisions covering workload management and safe staffing.

The clause now allows a group of employees or their union to raise concerns regarding workload management, working hours or unsafe staffing. The clause provides examples of situations that may indicate a review is required.

For clarity, the reference to accrued Time Off in Lieu (TOIL) has been amended to overtime worked and accrued flextime.

In response, the workplace must undertake a review and determine a strategy to address the issue where practical. As part of the review process the workplace may consult with employees and their union as provided for and/or required under Section F – Consultation and Communication of the Agreement.

The employer must document in writing any actions taken to manage excessive workloads and concerns raised by employees and their union concerning the management of workloads.

If there is disagreement, the matter may be dealt with in accordance with the Dispute Resolution process.

B14: Employee Right to Disconnect

Employee Right to Disconnect is a new entitlement in the Agreement and recognises an employee's right to refuse to monitor, read or respond to contact (or attempted contact) outside their working hours, unless such refusal would be unreasonable. This clause reflects the right to disconnect provisions introduced into the FW Act.

The clause also includes circumstances where the head of service may reasonably require an employee to monitor, read or respond to contact, including:

- Where the employee is being paid an on-call allowance.
- Where the employee is being remunerated for overtime.
- Where the employee is eligible for flextime and is working beyond their ordinary working hours accruing flextime.
- Where the head of service's contact is to notify the employee, they are required to attend or perform work or give notice about the availability duty.

Additionally, the head of service is not prevented from reasonably contacting, or attempting to contact, an employee outside of their working hours in circumstances including but not limited to notifying them of:

- Emergency duty, including emergency roster changes.
- A recall to work when an employee is on-call or close-call.

B15: Casual Employment Arrangements

The Agreement has been amended to clarify that casual staff are eligible for family, domestic or sexual violence leave, and other eligible leave types listed in Annex D.

Meal break provisions have been added to clause B15 - Casual Employment Arrangements to clarify that casual employees are entitled to unpaid meal breaks.

B19: Flextime

Flextime now clarifies that flextime credits are paid out based on the employee's ordinary hourly rate of pay, including allowances that count for all purposes at the date of application.

B21: Making a Request for a Flexible Working Arrangement

Making a Request for a Flexible Working Arrangement has been updated to include circumstances where an employee is Aboriginal or Torres Strait Islander in the list of examples where an employee may request a flexible working arrangement.

The clause has been updated to clarify that it applies in addition to the reasonable adjustment entitlements under the *Disability Discrimination Act 1992* and that requests made under clause B21 should also be assessed as a request for reasonable adjustment.

B24: Part-Time Employment Following Parental Leave

The period in which employees can access part-time employment following parental leave has been extended from 3 years from the birth or adoption of a child to the end of the child's first year of primary school or an equivalent form of schooling.

There is no longer a limit on the total time an employee can have part-time employment approved under this provision.

B29: Employees who are Breastfeeding

Language has been updated from 'nursing employees' to 'employees who are breastfeeding' to align with the FW Act as well as Australian Breastfeeding Association terminology recommendations.

The proposed Agreement now provides for further reasonable time (in addition to the 1-hour per day or shift) to cover travel time where appropriate facilities are not provided by an employee's

workplace. It is clarified that the 1-hour provided for breastfeeding is in addition to rest periods and meal breaks.

Subject to consultation and agreement between an employee and their manager, employees may use their 1-hour break in one or more parts (e.g. 1-hour may be taken in two 30-minute blocks) or to return home or attend another location.

Provisions have also been added to clarify that employees who are breastfeeding and are required to travel between work locations will have access to specified lactation facilities.

Section C: Rates of Pay and Allowances

C6: Pay Points and Increments

Pay Points and Increments have been amended to include clause references that clarify employees are not entitled to an annual increment increase in two situations: when an increment is deferred due to underperformance, or when disciplinary action results in the withholding of an increment.

New provisions have been inserted into clause C6 to recognise the cultural expertise of Aboriginal and Torres Strait Islander employees as comparable to qualifications and relevant experience for the purpose of accelerated increments. For clarity, these avenues for recognition do not create an obligation for the employee to undertake additional cultural obligations or services.

C10: Overtime

Overtime has been updated to remove the clause stating employees classified as SOGC or above must have approval prior to receiving any payment for overtime. This is to ensure that when overtime is required or requested and then worked, employees receive overtime payments regardless of the employee's classification.

The overtime formula has been amended so that the divisor is equal to an employee's ordinary weekly hours of 38 or 36.75 hours per week. The formula's formatting was also updated to improve readability. A note has been added which specifies where an employee's ordinary hours can be determined.

C11: Rest Relief for Overtime

Rest Relief for Overtime has increased the minimum rest period between normal rostered shifts from 8 hours plus travel to 10 hours inclusive of travel time.

Provisions have been added to clarify that where an employee works overtime during the rest period, the rest period restarts immediately following the end of overtime worked.

Example Scenario: Overtime after a regular shift

An employee finishes work at 6:00pm and works overtime until 9:00pm. They are rostered to start work again at 6:00am the following day.

The rest period begins at 9:00pm when the overtime finishes. They must receive 10 continuous hours off duty (rest period) and cannot return to duty until 7:00am the following day. The employee is absent for the first hour of their rostered shift and is paid at their ordinary rate. They start work at 7:00am with no loss of pay.

C16: Rest Relief for On-Call or Close-call Situations

Rest Relief for On-Call or Close-Call Situations has increased the minimum rest period from 8 hours plus travel to 10 hours inclusive of travel time and requires that employees are given a genuine opportunity to have 10 hours of rest inclusive of travel time between normal rostered shifts.

Further clarification is now provided stating that where an employee is recalled to duty during the rest period, the rest period restarts from the time the recall period ends.

Example Scenario: On-Call Contact and Extended Call-Back

An employee finishes their shift at 5:00pm and is on call overnight. At 2:00am, the employee receives a 30-minute phone call to provide advice. This work interrupts the rest period, and the rest period recommences at 2:30am.

The employee must receive 10 continuous hours off duty from 2:30am, meaning they cannot return to duty before 12:30pm. Due to operational requirements they are required to work without a full rest period. Their next rostered shift is at 9:00am. They are paid double time for the entirety of their shift.

Section D: Pay Related Matters

D3: Classification and Work Value Review

Minor updates have been made to clarify the options for employees, groups of employees and unions to present a case to request a classification and work value review and sets out the factors that must be considered when conducting that review. The review must be completed within a reasonable timeframe, and any decision not to proceed with a review request must be provided in writing.

D6: Underpayments

Underpayments have been amended to clarify that applicable allowances are included in the provisions for employees seeking an offline payment when an underpayment has occurred, ensuring such payments can be requested and processed within the specified timeframe.

Section E: Leave

Primary Care Giver Leave

Primary Care Giver Leave will be discontinued and rolled into clause E14 Paid Parental Leave from the commencement of the new Agreement. Employees who have commenced Primary Care Giver Leave or have future leave approved prior to the commencement of the new Agreement will continue to have access to this leave under clause E18.

Please refer to clause E18 for further information.

Adoption, Permanent or Long-Term Care Leave

Adoption, Permanent or Long-Term Care Leave will be discontinued and rolled into clause E14 paid parental leave from the commencement of the new Agreement. Employees who have commenced Adoption, Permanent or Long-Term Care Leave or have future leave approved prior to the commencement of the new Agreement will continue to have access to this leave under clause E18.

Please refer to clause E18 for further information.

E4: Personal Leave

The clauses covering 'Interim Arrangements Until Daily Accrual is Implemented' and 'Transition Period for Daily Accrual Implementation' have been removed, as employees transitioned to daily accrual of personal leave in the previous Agreement.

The number of days that an employee can access personal leave without a certificate has been increased from 7 days to 10 days per calendar year.

A new clause has been included to clarify that personal leave can only be anticipated (i.e. entitlement available earlier than the accrual date) if the employee has a positive personal leave balance (more than 0).

A timeframe has been introduced requiring requests for additional paid personal leave (i.e. requests for additional leave where an employee has exhausted their personal leave balance) be responded to within 14 days where possible.

E13: Community Service Leave

Voluntary Emergency Management Leave

The definition of the activities covered by this leave type has been expanded to explicitly include time spent doing the activity, reasonable travel time and reasonable recovery time.

A clause has been added that allows the leave to be refused in limited circumstances, where the employee's role is essential to the emergency response or where granting leave would significantly disrupt critical services.

E14: Paid Parental Leave

Clause E14 was previously titled "Birth Leave."

Paid Parental Leave combines and replaces previous paid parental leave types as outlined in Table 3, with the intention of consolidating the leave types for ease of understanding and access.

Table 3: Replacement leave types under the proposed Agreement

Leave Type Under The Prior Agreement	Leave Type Under the Proposed Agreement
E14 – Birth Leave (paid)	E14 – Paid Parental Leave
E16 – Primary Care Giver Leave	
E18 – Bonding Leave (paid)	
E20 – Adoption, Permanent Or Long-Term Care Leave (paid)	

Eligibility

An employee (other than a casual employee) who has or will have a responsibility for the care of a child is eligible to be absent on parental leave for one of the following:

1. They or their domestic partner gives birth to a child.
2. They or their domestic partner adopt or assume a permanent or long-term caring responsibility of a child.

Entitlement

Leave Amounts

All eligible employees are entitled to a base entitlement of 18 weeks of Paid Parental Leave.

The Agreement retains the current 18 weeks paid leave available to primary care givers (who would have used Primary Care Givers Leave or Adoption, Permanent or Long-Term Care Leave) and increases the entitlement for the non-primary caregiver (secondary caregivers who would have used Bonding Leave) from 6 to 18 weeks paid leave.

Paid Parental Leave provides a further 6 weeks for pregnancy purposes, retaining the entitlement to 24 weeks paid leave available to the birth parent (who would have used birth leave).

Paid Parental Leave provides an adjustment leave entitlement based on the employee's individual circumstances, meaning the 18-week paid entitlement may vary.

Table 4 outlines the circumstances where the duration of Paid Parental Leave may vary (i.e. extended or reduced).

Table 4: Instances where paid parental leave is varied

Parental Leave for	Description of circumstance	Birth Parent Leave Entitlement	Domestic Partner Leave Entitlement
<i>(a) Pregnancy</i>	An employee is pregnant	18 weeks plus 6 additional weeks, totalling 24 weeks	NA
<i>(b) Pregnancy loss</i>	Pregnancy loss between 12 – 19 weeks gestation	1 week	1 week
<i>(c) Stillbirth</i>	Pregnancy ends in stillbirth or pregnancy loss at or greater than 20 weeks of gestation	24 weeks of Parental Leave	18 weeks
<i>(d) Premature birth</i>	Live birth at or less than 37 weeks gestation	Period between actual date of birth to the end of 36 weeks' anticipated gestation plus 24 weeks of Paid Leave	Period between actual date of birth to the end of 36 weeks' anticipated gestation plus 18 weeks of Parental Leave

12-Month Service Barrier

Paid Parental Leave removes the 12-month service requirement for permanent employees and replaces it with the requirement that the employee is employed at the time of the actual date of birth or the date the employee assumes permanent caring responsibility for the child.

For temporary employees the 12-month service requirement is retained.

Note: A temporary employee who is considered a secondary caregiver will retain their current access to Bonding Leave which has been renamed to 'Bonding Leave for Temporary Employees' under the new Agreement. Please see clause E17 for further information.

Flexibility

Commencing Leave

Paid Parental Leave removes previous restrictions on taking leave flexibly and replaces them with the requirement that leave must commence within 24 weeks of the child's actual date of birth or the date the employee assumes permanent caring responsibility and be used within 24 months from that date.

Where an employee is pregnant, the mandatory leave period (the period that is 6 weeks before and after birth) has been retained.

Table 5 outlines when the birth parent and non-birth parent can commence Paid Parental Leave.

Table 5: Commencement of Paid Parental Leave

Birthing parent	Non-birthing parent
Parental Leave must commence 6 weeks prior to the estimated delivery, and the employee must not resume duty until 6 weeks after the actual date of birth, unless evidence is provided from a registered medical practitioner or midwife that states they are fit for duty, however, must commence on the child's actual date of birth.	Parental Leave can commence no earlier than 1 week prior to the child's estimated delivery date or the date the employee is assumed to commence permanent care for the child, however, must commence no later than 24 weeks from this date.

Using Leave

18 weeks of Paid Parental Leave may be used flexibly, in a non-continuous manner, including for the purpose of replicating a part-time work arrangement.

Any unused leave entitlement will expire at the conclusion of the 24-month period and cannot be accessed thereafter. Where an employee elects to use the leave flexibly it must be exhausted within this timeframe.

Both parents may access their full leave entitlement to Paid Parental Leave concurrently (including where they are both ACTPS employees).

E15: Pregnancy-Related Illness Leave

Pregnancy-Related Illness Leave replaces the previous entitlement to "Special Birth Leave."

The new leave entitlement retains the existing provision for employees who are unfit for work due to a pregnancy-related illness.

The entitlement to unpaid leave in circumstances involving pregnancy loss, which was previously provided under Special Birth Leave, has been transferred to Unpaid Parental Leave. In addition, new paid leave entitlements in cases of pregnancy loss have been incorporated into Paid Parental Leave.

Effect on Other Entitlements

For clarity, Pregnancy-Related Illness Leave does not count as service, however, does not break continuity of service and is not deducted from Unpaid Parental Leave.

Interaction with Other Leave Types

This leave type is in addition to any accrued personal leave and compassionate leave if appropriate.

E16: Unpaid Parental Leave

Unpaid Parental Leave replaces the previous entitlement to unpaid parental leave types as outlined in Table 6 with the intention of consolidating unpaid leave for ease of understanding and access.

Table 6: Replacement leave types under the proposed Agreement

Leave Type Under The Prior Agreement	Leave Type Under the Proposed Agreement
E14 – Birth Leave (unpaid)	E14 – Unpaid Parental Leave
E18 – Bonding Leave (unpaid)	
E17 – Parental Leave	
E20 – Adoption, Permanent or Long-Term Care Leave (unpaid)	
E15 – Special Birth Leave (pregnancy loss leave unpaid)	

Eligibility

Unpaid Parental Leave clarifies that the entitlement is available to an employee and/or their domestic partner who has, or will have responsibility to care for the child.

Stillbirth and Pregnancy Loss

Unpaid Parental Leave has been updated to incorporate entitlements to unpaid leave in circumstances relating to stillbirth and pregnancy loss which were previously located under Birth Leave and Special Birth Leave.

Table 7: Commencement of stillbirth and pregnancy loss leave

Unpaid parental Leave Type	Description	Birth Parent Leave Entitlement	Domestic Partner Leave Entitlement
(c) Stillbirth	Pregnancy ends in stillbirth or pregnancy loss at or above 20 weeks of gestation.	52 weeks of Unpaid Parental Leave	N/A
(d) Pregnancy loss	Pregnancy loss between 12-19 weeks gestation	Unpaid Parental Leave for the duration certified by a registered medical practitioner or registered health professional	N/A

Table 8: Commencement of unpaid parental leave

Birthing parent	Non-birthing parent
Unpaid Parental Leave must commence 6 weeks prior to the estimated delivery, and the employee must not resume duty until 6 weeks	Unpaid Parental Leave must commence within 2 years of the child's delivery date or date the employee assumes permanent caring

Birthing parent	Non-birthing parent
after the actual date of birth, unless evidence is provided from a registered medical practitioner or midwife that states they are fit for duty, however, must commence on the child's actual date of birth.	responsibilities.

E17: Bonding Leave for Temporary Employees

Bonding Leave for Temporary Employees amends and replaces the entitlement to “Bonding Leave.”

Eligibility

Bonding Leave for Temporary Employees is intended to retain entitlements for employees who would have been entitled to Bonding Leave under the prior Agreement but are not entitled to Paid Parental Leave under the proposed Agreement.

Temporary employees covered by this clause are employees who have **not** yet completed 12 months’ service and who are **not** the primary care giver.

Interaction with Other Leave Types

Where a temporary employee later becomes eligible for Paid Parental Leave under clause E14, this leave entitlement is reduced by any leave taken under the Bonding Leave for Temporary Employees clause when taken in connection to the same child.

For clarity, this leave type only applies to the secondary caregiver.

A secondary caregiver is:

- An employee who supports another person who has primary care of the child (i.e. the employee’s partner gave birth and is taking extended leave).
- Not the primary care giver (Note: a primary care giver meets a child's physical needs more than anyone else).

Example 1: Bonding Leave for a Temporary Employee (less than 12 months’ service)

An employee with two months' service whose domestic partner gives birth on 1 August 2027 is eligible, as the secondary caregiver, for 5 weeks of Bonding Leave for Temporary Employees, with the option of taking an additional week of personal leave.

E18: Transitional Arrangements for Birth Leave, Primary Care Giver Leave, Parental Leave, Bonding Leave and Adoption, Permanent or Long-Term Care Leave

Transitional arrangements for Birth Leave, Primary Care Giver Leave, Parental Leave, Bonding Leave and Adoption, Permanent or Long-Term Care Leave’ outlines arrangements which grandfather or preserve certain leave terms and conditions where leave conditions are undergoing a significant alteration or complete revision.

This clause covers employees transitioning from leave types: Birth Leave, Parental Leave, Bonding Leave, Primary Care Giver Leave, and Adoption, Permanent or Long-Term Care Leave to new consolidated Paid Parental Leave and Unpaid Parental Leave.

Grandfathering Arrangement

Clause E18 applies to employees who commenced or were approved to commence leave under the *Administrative and Related Classifications Enterprise Agreement 2023-2026* (referred to as the prior Agreement).

Leave types specified and covered under clause E18 include:

- E14 – Birth Leave
- E16 – Primary Care Giver Leave
- E17 – Parental Leave
- E18 – Bonding Leave
- E20 – Adoption, Permanent or Long-Term Care Leave

Employees who have commenced or have had leave approved will remain on this leave with no change to their leave terms and conditions.

This grandfathering arrangement ends when an employee:

- Exhausts their leave entitlement under the prior Agreement, or
- Agrees to reapply for leave under the new proposed Agreement.

Exhausting Leave

To exhaust an entitlement means the employee has no leave entitlement remaining under the prior Agreement.

For example, an employee who has commenced Birth Leave and has already used 6 weeks of paid Birth Leave will retain access to the remaining 18 weeks of paid Birth Leave and up to an additional 28 weeks of unpaid Birth Leave under clause E14 Birth Leave of the previous Agreement until their entitlement is exhausted.

Reapplying for Leave under the Proposed Agreement

Paid Parental Leave and Unpaid Parental Leave are revised leave entitlements under the *Administrative and Related Classifications Enterprise Agreement 2026-2029* (referred to as the new or proposed Agreement).

Where an employee has commenced or has approved leave under the prior Agreement they may request to transition to the new or updated parental leave entitlements. With delegate approval, employees will need to cancel any pre-approved or remaining leave and submit a new application via the OneGov Service portal.

To clarify, the revised parental leave entitlements under the proposed Agreement are:

- E14 – Paid Parental Leave
- E16 – Unpaid Parental Leave
- E17 – Bonding Leave for Temporary Employees

An employee must still be eligible for parental leave entitlements to apply for leave. This includes meeting any eligibility, entitlement, evidence and condition requirements.

Where an employee does not meet eligibility requirements, they will remain on leave under the prior Agreement.

Interactions Between the Prior and Proposed Agreement

Clause E18 contains provisions that clarify how similar leave entitlements under the prior and proposed Agreement interact. These provisions are intended to prevent employees from receiving duplicate entitlements across the two Agreements.

Clause E18 states that where an employee has commenced any of the following leave types:

- E14 – Birth Leave
- E16 – Primary Care Giver Leave
- E17 – Parental Leave
- E18 – Bonding Leave
- E20 – Adoption, Permanent or Long-Term Care Leave

Any leave taken in relation to the same birth, adoption, or assumption of permanent or long-term care responsibility for a child will reduce the employee's corresponding leave entitlement under the proposed Agreement, regardless of whether the leave was paid or unpaid.

This leave must also be taken for a comparable purpose, meaning for the purpose of bonding and caring for the employee's newborn or adopted child.

Table 9 outlines what delegates may consider as corresponding leave when applying clause E18.

Table 9: Replacement parental leave types

Expiring and Revised Leave Type Under The Prior Agreement	Replacement Leave Type Under the Proposed Agreement
E14 – Birth Leave (paid)	E14 – Paid Parental Leave (See pregnancy leave under E14.7.2)
E14 – Birth Leave (unpaid)	E16 – Unpaid Parental Leave (See Unpaid Parental Leave under E16.3)
E16 – Primary Care Giver Leave	E14 – Paid parental leave (see Paid Parental Leave under E14.7.1)
E17 – Parental Leave	E16 – Unpaid Parental Leave
E18 – Bonding Leave (paid)	E17 – Bonding Leave for Temporary Employees, or E14 – Paid Parental Leave (see Paid Parental Leave under E14.7.1)
E18 – Bonding Leave (unpaid)	E16 – Unpaid Parental Leave

E20 – Adoption, Permanent or long-Term Care Leave	E14 – Paid Parental Leave (see Paid Parental leave under E14.7.1)
E20 – Adoption, Permanent or Long-Term Care Leave (unpaid pre-adoption leave for casual employees)	E16 – Unpaid Parental Leave

Example Scenario: Transition to New Parental Leave Types

Mary was granted Birth Leave under the *Administrative and Related Classifications Enterprise Agreement 2023-2026* (the prior Agreement). Mary has taken 30 weeks paid Birth Leave at half pay (i.e. 15 weeks of her paid Birth Leave entitlement have been used) and has 9 weeks of paid Birth Leave remaining under the prior Agreement.

Mary identifies that the new Paid Parental Leave entitlement provides her with improved flexibility and wishes to cancel her remaining Birth Leave and apply for her remaining 9 weeks under the *Administrative and Related Classifications Enterprise Agreement 2026-2029* (the proposed Agreement). Mary reaches out to her delegate to discuss this request.

Her delegate considers the eligibility, entitlement, evidence and condition requirements under E14 Paid Parental Leave and notes that the child is less than 24 months old and Mary previously met the eligibility requirements for Birth Leave. Therefore, the delegate agrees to approve her request for Paid Parental Leave.

Mary cancels her remaining Birth Leave and submits a request for Paid Parental Leave.

The delegate approves this request, noting that Mary will have an entitlement to 9 weeks Paid Parental Leave under clause E14 as her leave entitlement is reduced by the 15 weeks already taken as paid Birth Leave.

Example Scenario: Becoming eligible for additional parental leave

James is a permanent employee who commenced and completed 6 weeks Bonding Leave under clause E18 Bonding Leave of the prior Agreement.

James identifies he is entitled to 18 weeks Paid Parental Leave under the proposed Agreement.

James reaches out to his delegate and informs them that he intends to apply for Paid Parental Leave.

The delegate agrees to approve James' request, noting that James is eligible for Paid Parental Leave under the proposed Agreement. The delegate also notes that James commenced leave under the prior Agreement to bond with his newborn child and so this leave will reduce his entitlement under Paid Parental Leave as the request is in connection to the same child.

James submits a request for Paid Parental Leave.

The delegate approves 12 weeks Paid Parental Leave under the new clause E14 as James' leave entitlement is reduced by the 6 weeks already used as paid Bonding Leave.

E20: Foster and Short-term Care Leave

Foster and Short-Term Care Leave has been updated to allow employees who have not completed 12 months of service to provide access to unpaid leave.

Appropriate forms of evidence have been expanded to include statutory declarations and other forms of evidence as approved by the head of service.

E21: Concurrency Care Entitlement to Leave

Formerly 'Concurrency Care Entitlement to Adoption of Permanent Care Leave' will be referred to as 'Concurrency Care Entitlement to Leave'.

E22: Family, Domestic or Sexual Violence Leave

Family, Domestic or Sexual Violence Leave has been amended so that leave can be accessed by employees who have experienced family, domestic, or sexual violence, not just those currently experiencing it. The 20-day cap on leave available has been removed.

Sensitivity and privacy provisions have been updated to ensure that this leave is not attributed to any specific leave type on an employee's record or payslip unless required by legislation or expressly requested by the employee.

The entitlement has been amended so that employees may access Family, Domestic or Sexual Violence Leave immediately and seek approval from the head of service at a later date, recognising the emergency nature of the circumstances in which this leave is taken.

The proposed Agreement has been amended so that documentary evidence may be sighted only, with no copies retained on record.

The rate of payment now includes all additional allowances, shift penalties or other payments that the employee would ordinarily have received.

The scope of reasonable adjustments available to ensure an employee's safety has been expanded to include measures such as removing public access to an employee's contact details and online profiles to enhance safety and privacy.

E25: Disability Leave

A definition of 'disability' for the purposes of applying for Disability Leave has been added to the clause. For clarity, this definition applies only to the leave provision and not to other provisions within the Agreement.

Disability Leave may now be used for activities connected to accessing support groups within the disability community.

The proposed Agreement clarifies that documentary evidence must be sighted and returned to the employee.

E26: Surrogacy Leave

Evidence to delay commencement of leave or return to work early for this leave type can now be provided by a registered midwife in addition to a medical practitioner.

This leave type has been updated to include an entitlement to unpaid Surrogacy Leave where a surrogate pregnancy ends more than 20 weeks before the estimated date of delivery. The leave is available for a period certified by a registered medical practitioner or registered health professional operating within their scope of practice. This entitlement was previously provided under Special Birth Leave and has now been incorporated into Surrogacy Leave.

E28: Reproductive Leave

Reproductive Leave (previously titled 'Assisted Reproductive Leave') has been expanded to cover leave for reproductive health-related reasons, including reproductive health treatments and

conditions and is designed to support employees throughout their entire lifespan. The entitlement has been increased from 5 to 10 days of paid leave per calendar year.

The proposed Agreement updates the evidence requirements to allow employees to provide a statutory declaration.

E29: Other Leave

Other Leave has been updated to reflect the change of terminology and broadened intent to several leave types. These updates are explained in Annex D.

Section F: Communication and Consultation

F3: Union Encouragement Statement

Union Encouragement Statement is a new clause in the Agreement. It recognises the important role unions play in promoting safe, fair and equitable workplaces and reflects the ACTPS Union Encouragement Policy.

F5: Co-operation and Facilities for Unions and Other Employee Representatives

This clause has been updated to align delegate rights to comply with the FW Act.

F6: Attendance or Participation in Training or Union Activity

Attendance or Participation in Training or Union Activity (previously titled Attendance at Industrial Relations Courses and Seminars) has been updated to clarify that an employee, who is also a union member, can access 'industrial leave.' Industrial Leave has been expanded to include training courses on other industrial relations matters or leave to participate in other activities that have been organised by the union and relate to workplace representation.

F7: Dispute Avoidance and Settlement Procedures

The provision that allowed disputes under the *ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2021 - 2022* (2021 - 2022 EA) has been updated to refer to the *Administrative and Related Classifications Enterprise Agreement 2023 – 2026*. There are no disputes continuing under the 2021 - 2022 EA.

F9: Artificial Intelligence

The Artificial Intelligence (AI) clause is a new provision in the Agreement. The provision recognises that AI will increasingly affect how work is performed in the ACTPS and establishes principles to support its effective and responsible use.

It establishes a commitment to the maintenance of an AI policy and AI Assurance Framework, which are subject to consultation. Where AI may significantly change roles, there is a requirement for consultation, including the right to union representation.

This provision aims to support the preservation of human oversight by ensuring AI is not used as the sole basis for employment-related decisions.

Section G: Workplace Values and Behaviours

G2: Preliminary Assessment

Preliminary Assessment has been updated to state that employees subject to an allegation should be notified if a Preliminary Assessment is being conducted.

G5: Dealing with Allegations of Misconduct

Provisions relating to re-assignment, transfer or suspension powers are now located under clause G6 – Reassignment, Transfer or Suspension, so that all interim management actions are grouped under a single clause. For clarity, clause G5 continues to outline investigation powers of the public sector standards commissioner.

G6: Reassignment, Transfer or Suspension

Existing head of service powers relating to re-assignment, transfer or suspension powers have been moved from clause G5 to clause G6 for simplicity.

Language throughout clause G6 now clarifies that suspension without pay is only appropriate where serious misconduct is alleged or where the employee is charged with a criminal offence that is incompatible with continuation of employment.

The provision has been updated to clarify that, unless an employee's application for leave has been approved, they must be available to attend work or participate in the disciplinary process within 48 hours of receiving notice.

Provisions outlining suspension with or without pay have been updated to clarify that the period of suspension must not be more than 30 days unless extenuating circumstances apply. When a period extends beyond 30 days, the suspension will be reviewed. A review must occur every 30 days and the outcome of this review is to be provided in writing to the employee.

G9: Disciplinary Action and Sanctions

Factors that should be considered when determining an appropriate sanction under clause G9 have been updated to include recognition of the employee's response to the misconduct (including admission of guilt).

Section L: Redeployment and Redundancy

L15: Re-engagement of Previously Retrenched Officers

Language has been amended to specify that this clause applies to previously retrenched officers.

Section M: Incident Management Activities

Following Machinery of Government (MoG) changes, references to directorates have been updated accordingly.

M1: Application

Section M has been expanded to apply to biosecurity-trained employees.

M2: Incident Management Trained Employees

The authority to recommend employees to the head of service, who may be called to undertake specified incident management activities, has been updated from the Director of Parks and Conservation Services (PCS) to the Executive Group Manager (EGM) of Environment, Planning and Policy Group (EPP).

Provisions relating to rostering are now located under clause M4 Rostering and Duty Allocation.

M4: Rostering and Duty allocation

Rostering and Duty Allocation has been expanded to apply to biosecurity-trained employees. For clarity, there is no minimum number of biosecurity-trained employees that must be on an established readiness roster.

M5: Bushfire Season Incident Management Roster

Provisions relating to bushfire season rostering are now located under clause M5 Bushfire Season Incident Management Roster. These provisions were previously under 'Rostering and Duty Allocation'.

M6: Incident Rate of Pay (IROP)

Incident Rate of Pay (IROP) has been expanded to apply to biosecurity-trained employees. Entitlements that apply to both types of incidents are contained in this clause.

Provisions relating to specific IROP positions are now located under clause M12 'Fire-Related' Incident Rates of Pay and M17 – 'Biosecurity-Related' Incident Rates of Pay.

M7: Other Incident Management Payments and Benefits

Other Incident Management Payments and Benefits, formerly Other Payments and Benefits has been expanded to apply to biosecurity events.

Eligibility for the overtime meal allowance has been expanded to capture employees undertaking incident management activities where they cannot readily avail themselves a meal break.

Specified 'Fire-Related' Incident Management Activities

M8: Application

Clauses M8 to M12 consolidate the entitlements specific to employees participating in 'Fire-Related' Incident Management Activities.

M11: Definition of fire-related Incident Levels, Commencement and Cessation

The authority to declare a formal Level 2 or 3 Incident has been updated from the Senior Manager of Fire PCS to the Chief Officer of the ACT Rural Fire Service (RFS).

M12: 'Fire-related' Incident Rates of Pay

The positions of Operations Officer, Logistics Officer and Planning Officer (IMT) have been updated to Functional Lead (Operations Officer, Planning Officer etc.) The classification associated with the change in title remains the same.

Specified 'Biosecurity-Related' Incident Management Activities

M14: Application

Clauses M14 to M16 are new to Section M and cover "Specified 'Biosecurity Related' Incident Management Activities".

M15: Biosecurity-Related Training

This clause sets out the training requirements for biosecurity-trained employees.

M16: Definition of Biosecurity-Related Incident Levels, Commencement and Cessation

This clause sets out the incident levels for different biosecurity events from least to most complex.

M17: 'Biosecurity-Related' Incident Rates of Pay

IROP payments have been expanded to be applied to biosecurity-related incident positions for employees who are biosecurity-trained. This clause sets out the position title and equivalent classification.

Annex A: Classifications and Rates of Pay

Rates of pay have been updated in accordance with the pay offer. The date of effect for each increase is noted at the top of each page.

An additional note has been included to clarify that where School Assistants Level 4 or above work full-time hours the rate of pay will be the relevant Administrative Service Officer rate.

The reference to ACT Housing Manager Trainee (CSD) and Housing Manager (CSD) have been removed.

Annex B: Attraction And Retention Incentives

The Attraction and Retention Incentives (ARIs) framework has been expanded to capture Aboriginal and Torres Strait Islander employees' cultural expertise in recognition of the additional cultural knowledge and skills required for specific positions.

The matters to which a director-general will have regard to in determining whether to offer or continue an ARI have been expanded to include where the position requires cultural expertise and whether the employee occupying the position demonstrates cultural expertise as relevant to the duties and responsibilities of the position.

Annex C: Expense, Disability and Skill Related Allowances

Agency Representative

Agency Representative Allowance has been removed.

Advanced First Aid

Language in the Advance First Aid Allowance was updated from 'fire warden' to 'emergency warden' as duties required under this allowance exceed fire-related activities.

The exclusions have been revised to simplify and clarify ineligible employees and include references to overlapping allowances such as the Chief Emergency Warden Allowance.

Camping Allowance

The Camping Allowance and Camping Outlay Allowance have been consolidated into a single allowance. The definition of 'unserved facilities' has been amended to allow delegates to consider the overall adequacy of the facilities, and 'running' water has been updated to 'potable water'. The allowance rate has also been standardised to a 'per night' basis from a 'per day' basis to align with the Local Government Industry Award 2020.

Catering Allowance (Camping)

A new Catering Allowance (Camping) has been introduced as an expense allowance for employees attending campsites that are not catered.

Chief Emergency Warden Allowance

The Chief Emergency Allowance has been introduced to recognise employees who undergo additional training and have more responsibilities than a Warden.

Employees who are designated Chief Warden and have undergone additional training as prescribed in section 6.3 of the AS 3745-2010 are eligible for this allowance.

CLS Leading Hand (Supervisor)

The CLS Leading Hand (Supervisor) Allowance has been removed as it does not apply to administrative employees.

CLS Production Incentive

The CLS Production Allowance has been removed as staff are already compensated when working a public holiday.

Corporate Citizens Allowance

The Corporate Citizens Allowance was updated to clarify the allowance is paid at the full daily amount for part-time and casual employees and is not pro-rated based on the hours worked in a day.

Language in the Corporate Citizens Allowances was updated from 'Fire Warden' to 'Emergency Warden' as duties required under this allowance exceed fire-related activities.

An elected and trained Health and Safety Representative (HSR) is now eligible for payment of the allowance from the date of election.

The exclusions have been revised to simplify and clarify ineligible employees and include references to overlapping allowances such as the Chief Emergency Warden Allowance.

Forklift Allowance

The Forklift Allowance has been introduced for administrative employees in the ACT Emergency Services Agency who work in the resource centre and workshop.

Fire Duties Coordinator

The Fire Duties Coordinator Allowance has been removed.

Motor Vehicle Allowance

The Motor Vehicle Allowance was updated from a three-rate structure to a singular rate. The rate was updated to reflect changes made by the Australian Taxation Office (ATO). If the rate set by the ATO exceeds the rates outlined in this Agreement, the ACT Government will increase the allowance in line with the ATO rates.

School-Based First Aid Response Allowance

A new School-Based First Aid Response Allowance has been introduced. This allowance recognises the frequency, complexity and scope of administering first aid in school settings. In the normal employee's absence, a relieving employee who is first aid qualified and undertakes the duties is entitled to be paid the allowance.

For clarity, this only applies to Education Directorate employees.

Transport Canberra Workshop Non-Trade Staff Allowance

A new Transport Canberra Workshop Non-Trade Staff Allowance has been introduced to compensate Administrative Support Officers who operate within the workshop environment.

Travel - Relocation

A new Travel - Relocation Allowance has been introduced and is available for all employees who are directed to work away from a depot or centre. The Travel Relocation Allowance is for up to 2 weeks and only where the move is permanent.

Annex D – Other Leave

1. Attend Aboriginal or Torres Strait Islander Cultural or Community Obligations or Expectations

The purpose of this leave type has been broadened to include participation in cultural and community obligations, expectations and ceremonies. Employees may also work from Country during or after the leave period to support participation in these activities.

Eligibility to access this leave type has been expanded to include employees who have an immediate family member of Aboriginal or Torres Strait Islander descent.

Language has been amended to align with the change of name from Bereavement Leave to Compassionate Leave.

2. Attend Aboriginal and Torres Strait Islander meetings

This leave type has been expanded to cover time needed to prepare for meetings.

4. Religious or Cultural Purposes

The former Religious Purposes Leave entitlement has been renamed Religious or Cultural Purposes Leave and expanded to support employees attending or participating in significant religious or cultural observances associated with their identity. The entitlement has also been amended from 10 days of unpaid leave every two years to one day of paid leave and a further five days of unpaid leave in any 12-month period.

6. Australia Defence Force Personal Leave

The purpose of Australian Defence Force Personal Leave previously titled 'Operational Service Personal Leave' has been updated to cover injury or disease arising from service and no longer requires the injury or disease to be 'war-caused'.

This leave type is available for any employee who has served or is currently serving with the Australian Defence Force (ADF).

References to relevant legislation have been updated.

7. Veterans for medical purposes

This leave type previously titled 'Returned Soldiers for Medical Purposes' has been updated to 'Veterans for Medical Purposes' to reflect terminology in the *Australian Veterans' Recognition (Putting Veterans and Their Families First) Act 2019* (the Act). This change makes it clear that the leave applies to a broader group, explicitly including all individuals who have served, or are currently serving, in the Permanent Forces or the Reserves, consistent with the Act's definition of a veteran.

13. Donate blood products

Language has been amended from 'blood' to 'blood or blood products' to ensure that plasma and platelet donations are covered by this leave type. An employee must now give at least 2 days' notice prior to taking this leave unless the delegate is satisfied the absence will not impact operations.

Minor Amendments: Common Terms and Conditions

Language has been updated to be gender neutral.

Language referring to 'extenuating' circumstances to 'exceptional' circumstances has been updated across the Agreement where appropriate.

Major Amendments: Administrative and Related Classifications, Schedule Specific Changes

Section N: ACT Audit Office Specific Matters

The *Administrative Officer – Professional Services (ASO5)* and *Administrative Officer – Professional Services (ASO6)* classifications have been removed from the ACT Audit Office classifications in Annex A as they are now redundant.

The Audit Office has moved to a band structure for all staff. Staff who were previously in these Administrative Officer classifications have already been moved to the appropriate band and the classifications are no longer in use.

Section O: Digital Canberra Directorate Specific Matters

Following MoG changes, this clause has been updated to apply to employees in the Digital Canberra Directorate (DCBR) only.

There are no longer Schedule specific provisions that apply to employees within the Chief Minister, Treasury and Economic Development Directorate (CMTEDD).

Section P: City and Environment Directorate Specific Matters

Following MoG changes, the section title has been updated, and schedule specific clauses have been updated to Section P. Relevant clauses from the previous Sections Q and W have been moved into this section.

Section Q: Health and Community Services Directorate Specific Matters

Following MoG changes, the section title has been updated. These provisions were previously contained in Section P and Section S. Relevant provisions from these Sections have been maintained in Section Q. Clauses that are not relevant to Health and Community Services Directorate (HCSD) employees have not been added to Section Q.

Clauses which refer to Youth Workers have been removed as these employees are no longer covered by this Agreement.

Clauses related to the Housing ACT Traineeship Program have been removed as this program no longer exists.

Q5: Infection Control

References to patients have been updated to clients, as this is the correct terminology.

Q7: Safe Travel

Provisions regarding safe travel have been updated to include a ride sharing option.

Section R: Education Directorate Specific Matters

R2: Ordinary Hours of Work

For School Assistants at Level 4 (or above) ordinary hours of work have been expanded to include the ability to work full-time hours (36 hours and 45 minutes per week), where this meets operational requirements and is agreed with their manager. For clarity, the rate of pay for School Assistants Level 4 or above working full-time hours, are in accordance with the relevant Administrative Officer classification.

The Directorate will also review whether full-time hours can be introduced for other School Assistant classifications during the life of the Agreement.

Provisions have been updated to clarify how employees are compensated when they work additional hours. Employees must have access to either TOIL or overtime. Wherever possible, this should be agreed before the additional hours are worked. If no agreement is reached, overtime payments will apply.

R3: Stand Down

Stand down provisions have been updated to clarify eligibility for stand down for School Assistants and the requirement for School Assistant Level 4 employees to work 6 days during stand down periods has been removed.

Where a School Assistant is on paid or unpaid leave before and after stand down, the stand down period will continue to be considered paid or unpaid leave.

R4: Preparation and Programming

This clause has been updated to clarify expectations for School Assistants on student-free days and these duties must be consistent with the employee's role, classification and the operational needs of the school.

R8: Recall to Duty during Annual Leave

This clause has been updated to remove the direction that a School Assistant is on annual leave during the designated annual leave period unless otherwise directed by the head of service.

R11: School First Aid Response Allowance

A new school-based first aid response allowance has been introduced in Annex C.

This allowance recognises the frequency, complexity and scope of administering first aid in school settings. Eligibility requirements and payment details are set out in Annex C.

R14: Career Development (Professional Learning)

Career Development (Professional Learning) (PL) has been amended to also explicitly apply to School Assistants. The Agreement also reinforces the Directorate's commitment to continue to provide relevant and targeted PL for School Assistants.

The minimum requirement for PL has been reduced from 25 hours to 20 hours per year for School Assistants.

R15: Temporary Employment of school Assistants

The clause has been updated to reflect the centralisation of School Assistant recruitment.

The requirement for casual School Assistants to be issued with a physical identification card to be presented to schools on each engagement has been removed.

R16: Incremental Progression for Temporary School Assistants

This clause has been updated to reflect that the school year is 197 working days.

R17: Relationship between Classifications and Local Designations

This clause has been updated to reflect the Directorate's commitment over the life of the Agreement to explore the potential for specialist roles at the School Assistant 5 and 6 classifications, as part of the review of the School Assistant Classification Standards Framework. The clause has also been updated to reflect that where specialist roles are established at these classification levels, they will be remunerated according to the equivalent ASO level.

Engagement and Transfer of School Assistants

Previous clause R18 relating to the Directorate's commitment to develop and implement a framework for the central engagement, transfer and placement of School Assistants has been removed to reflect the framework has been implemented and is fully operational.

R18: School Assistant Classification Structure

The Directorate will undertake a review of the School Assistant Classification Standards Framework, including a work value assessment. The review will commence immediately following the operation of the Agreement and will be completed within 18 months.

The outcomes of the review will be implemented immediately following the completion of the review and a decision of Government.

Previous transitional provisions relating to School Assistant 2 classifications transitioning to the School Assistant 2/3 classification and removal of the competency barrier have been removed to reflect that employees in relevant classifications have transitioned and the competency barrier no longer applies.

R24: Workplace Health and Safety

Reference to the Directorate's Occupational Violence Policy and Plan has been updated to the Work Health and Safety and Wellbeing Policy and Prevention and Management of Occupational Violence Procedure to reflect the current reference materials.

R27: Business Manager Classification

References to ASO5 Business Managers have been removed as Business Manager positions in schools and recruitment to these positions have been updated to be at a minimum classification level of ASO6.

Annex C: Inclusive Education Allowance

The Special Education Allowance has been renamed the Inclusive Education Allowance. The allowance table at Annex C has been updated to include two allowance rates based on classification, with an increase to the allowance rate for School Assistant classifications effective 2 July 2026. School Assistants will continue to receive the allowance on a pro rata basis, based on their hours of work. The allowance table has also been updated to clarify the intent and eligibility for the Inclusive Education Allowance. For clarity, the allowance is payable to an employee who:

- Works in a specialist school; or
- Works within Flexible Education; or
- Regularly works in a small group learning program setting or equivalent; or
- Works directly with or supports on a regular basis a student or students with disability, behavioural complexity or additional needs; or

- A principal may also authorise payment where it is reasonable due to the specific job requirements.

School Assistants and Administrative Service Officers who work in a specialist school or Flexible Education will be automatically entitled to receive the Inclusive Education Allowance and are not required to reapply each year.

Principals also retain the authority to authorise payment of the allowance where it is reasonable due to specific job requirements.

Section S: Canberra Health Services Directorate Specific Matters

Following MoG changes this section has been renamed to just cover Canberra Health Services.

No changes to clauses in this section.

Previous Section T: Calvary Health Care ACT Ltd

Previous Section T has been removed from the Agreement as there are no longer any employees employed by Calvary Health Care and these provisions are now redundant. Sections U-Z have become Sections T-Y.

Section T: Justice and Community Services Directorate Specific Matters

ACT Courts and Tribunal Specific Matters

Updated references to the Principal Register and Chief Executive Officer (CEO) to head of service for consistency throughout the Agreement. This allows the CEO to sub-delegate powers down to other positions within the ACT Courts and Tribunal (ACTCT).

ACT Emergency Services Agency Specific Matters

T22: Incident Management Positions

Updated references to the Commissioner to head of service for consistency throughout the Agreement. This allows the Director-General to sub-delegate powers down to other positions within the ACT Emergency Services Agency (ESA). The only exclusion to this is clause T23 which links with delegations under the *Emergency Act 2004* (ACT) which are position based.

T24: Definition of Incident Levels, Commencement, and Cessation

Added the relevant Chief Officer to a level 3 incident.

T25: Incident Management Team Classifications

Aligned the incident management team classifications to align with the Australasian Inter-service Incident Management System (AIIMS) structure.

Added a new position that is not in the AIIMS structure but is within the Australian Capital Territory Emergencies (Emergency Plan) 2023 (notifiable instrument NI2023-412).

Clarified that meal breaks are paid and do not break continuity of service.

T26: Flexibility Terms for Overseas Deployment

A new clause has been added that allows an employee to be paid a daily rate (allowance) for overseas deployment if the head of service and employee agrees. For the avoidance of doubt, the allowance replaces all entitlements to base salary, allowances or any other penalty payment that the employee would have normally received had they not been deployed. Employees who elect to enter an Individual Flexibility Arrangement (IFA) must meet the better off overall all requirements as per the FW Act.

T27: Volunteer Management Allowance

A volunteer management allowance has been introduced. This allowance recognises employees who regularly meet with volunteers outside the span of hours Monday to Friday or on weekends. The allowance is 7% of the employee's fortnightly salary and compensates the employee for an average of 2 additional hours (at overtime rates) per week to meet with volunteers outside the span of hours Monday to Friday or on weekends.

Section U: Office of the Director of Public Prosecutions (DPP)

Updated references to Director of Public Prosecutions (DPP) to head of service for consistency throughout the Agreement. This allows the DPP to sub-delegate powers to other positions within the office of the DPP.

The ASO 5 retention point has been removed as no employees are engaged at this point any longer.

The performance management clause has been removed as pay points are managed in accordance with C5 Pay Points and Increments of the proposed Agreement.

U1: Application

Introduction of a new clause to clarify that for Section U, the head of service means the Director of Public Prosecution (DPP) in person.

Section V: Office of the Work Health and Safety Commissioner

V3: Work, Health and Safety Initiative

Language has been updated to be consistent with the *Technical and Other Professionals Enterprise Agreement 2023-2026*.

Section W: Infrastructure Canberra

Following MoG changes, references to 'Major Projects Canberra' have been changed to 'Infrastructure Canberra'.

Due to MoG, ACT Property Group now sits under Infrastructure Canberra as Property Services and Operations. Home garaging arrangements that previously applied to ACT Property Group have been moved to this schedule and expanded to encompass the whole directorate.

The clause relating to composite allowances for ACT Property Group has been removed as this allowance is not available under this Agreement. Historic provisions from Major Projects Canberra relating to recording of attendance and managing employee absences have been removed.

Section X: Elections ACT

Elections ACT operates within a distinct operational cycle comprising Election Period and non-Election Period. During an Election Period, Elections ACT recruits a significant number of temporary employees and requires staff to work extended hours to support the delivery of electoral activities.

While additional hours worked during this period are compensated through overtime in accordance with the Agreement, employees may also accrue substantial amounts of flextime. Due to the intensity and time-limited nature of Election Period operations, it is often not practical for staff to access or reduce accrued flextime within standard settlement periods.

To address these operational requirements, new flextime provisions have been introduced for application during Election Periods. These provisions provide greater flexibility while maintaining appropriate governance and oversight.

The new provisions include:

- Increased flextime accrual limits: A new clause allows staff to accrue flextime credits above the standard maximum during an Election Period.
- Extended use of flextime credits: A new clause permits staff to use accrued flextime credits across multiple settlement periods during and after the conclusion of the Election Period.
- Cash-out provisions for temporary staff: A new clause enables temporary employees to cash out up to 2 weeks of accrued flextime where a usage plan is insufficient to exhaust the balance prior to cessation of employment.

Section Y: Classification Salary Structure and Increment Alignment ('Low Wage' Salary Floor Adjustment)

Section Y has been updated to include a table that outlines new increment levels from the commencement of the Agreement for classifications impacted by the 'Low Wage' Salary Floor adjustments as part of the 'Low Wage' Classification Review from the *Administrative and Related Classifications Enterprise Agreement 2023-2026*. Classifications that contained two increments at the same wage following the review have been updated to remove the duplication. Clauses have been added to explain this transition.