



Explanatory Notes:

What's different about the Transport Canberra Operations
(ACTION) Enterprise Agreement 2023-2026

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Purpose

This document explains the proposed main amendments to the Transport Canberra Operations (ACTION) Enterprise Agreement 2023-2026 ('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, as well as introduce new ones. Together the amendments provide for competitive entitlements and conditions for the ACTPS workforce which are further detailed below.

MAJOR AMENDMENTS: COMMON TERMS AND CONDITIONS (SECTION A – M)

Key Information

A4: Duration

The nominal expiry date of the proposed Agreement is 31 March 2026.

C2: Remuneration

The Government's pay offer provides multiple fixed-dollar increases and percentage increases over the lifetime of the Agreement. Every year, from 2023-2026, employees will receive either a flat rate increase, a percentage increase, or a combination of both flat rate and percentage increases to their salary.

These pay increases are as follows:

- \$1,750 flat rate increase in the first full pay period on or after 1 January 2023.
- 1% from the commencement of the first full pay period on or after 1 June 2023.
- \$1,750 flat rate increase in the first full pay period on or after 1 December 2023.
- 1.5% from the commencement of the first full pay period on or after 1 June 2024.
- 1% from the commencement of the first full pay period on or after 1 December 2024 and \$1,500 flat rate increase.
- 1% from the commencement of the first full pay period on or after 1 June 2025
- 1% from the commencement of the first full pay period on or after 1 December 2025 and \$1,000 flat rate increase.

Cost of living payment

In addition to the pay offer, the Government has also offered an initial \$1,250 cost of living payment following the successful ballot and approval of the Agreement for eligible employees. The cost of living payment offer does not form part of the Agreement amendments; however, eligibility and further details can be found in the linked document, [Cost of Living Payment Eligibility](#).

C20 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:

- 1.79% from the commencement of the first full pay period on or after 1 January 2023.
- 1% from the commencement of the first full pay period on or after 1 June 2023.
- 1.74% from the commencement of the first full pay period on or after 1 December 2023.
- 1.5% from the commencement of the first full pay period on or after 1 June 2024.
- 2.44% from the commencement of the first full pay period on or after 1 December 2024.
- 1% from the commencement of the first full pay period on or after 1 June 2025.

- 1.93% from the commencement of the first full pay period on or after 1 December 2025.

These increases are aligned to the pay increases, however the flat rate pay increases were converted to percentage increases based on the ACTPS median salary of \$95,834. This salary was then increased in line with the pay offer salary increases to estimate the increase to the median salary over the life of the Agreement.

Where applicable, several allowances have also received additional increases to match relevant Award rates.

Part-time and casual employees who satisfy the requirements for payment of an allowance that is not an expense-related allowance will receive the following amount of the allowance or payment prescribed in Annex C unless the contrary intention is stated for a specific allowance in Annex C:

- If the allowance is payable by the hour, shift or occasion – the full amount.
- If the allowance is payable by the day, week, fortnight or year – a prorated amount calculated according to the hours worked relative to full-time hours.

D7: Superannuation

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

Superannuation employer contributions for Superannuation Guarantee Funds are proposed to be increased by 0.5% in July 2025 and 0.5% in January 2026. The superannuation employer contributions are proposed in the Agreement as follows:

- From 1 July 2022 to 30 June 2025 is 11.5%.
- From 1 July 2025 to 31 December 2025 is 12%.
- From 1 January 2026, the ACTPS will contribute 12.5%.

This will bring contributions to superannuation guarantee funds up to 12.5% from January 2026. This is 0.5% above the legislated minimum.

The Government will also pay employer superannuation contributions on the cost-of-living payment in accordance with the superannuation fund rules, where applicable. However, this sits outside of the Agreement amendments and is detailed in the in the linked document, [Cost of Living Payment Eligibility](#).

Clause D7.8 of the Agreement has also been amended to clarify the application of superannuation during periods of paid and unpaid parental leave. For employees taking paid or unpaid parental leave, employer contributions are proposed to be made for up to a maximum of 104 weeks, an increase from 52 weeks. This may include shorter periods that add up to 104 weeks, and does not need to be one continuous period.

SECTION A: SCOPE OF AGREEMENT

A2: Main purpose

The following are new or updated ACT Government obligations/entitlements under clause A2:

- Commitment to facilitate workforce participation at a level that meets the needs of each individual.
- New purpose statement regarding the use of casual employment to meet short term work demands or specialised skill requirements in a way which does not undermine job security.
- New purpose statement acknowledging the effect of a changing climate on ACT residents, ACT emission reductions targets, and the role of cooperation and education in the workplace to support these targets.

SECTION B: WORKING IN THE ACT PUBLIC SECTOR

B1: Achieving a better work and life balance

To reflect the ACTPS' commitment to flexible work and promoting work-life balance, the Agreement includes the following amendments under clause B1:

- New commitment to provide a healthy work-life balance that recognises supporting employees to reconcile work with their family and other personal commitments.
- Recognition of flexible and hybrid work as facilitating a healthy work-life balance.
- Statement that arrangements will differ across the Service and for individual employees, and will recognise the operational and business requirements of the business unit.

B17: Hours for non-shift workers (standard hours)

The Agreement has been amended to provide further clarity for working hours for non-shift workers. Operational service hours are the times of the day an employee's ordinary hours can be worked. For non-shift workers, start and finish times within the span of hours (7am – 7pm) are to be determined as per individual work areas based on operational needs.

Any major changes to operational service hours require reasonable notice and consultation with employees. The Agreement has been updated to require employees and managers to discuss, design, and reach a written agreement on the employee's pattern of attendance at work. These changes are to facilitate greater consideration of an employee's needs alongside the broader team's capacity.

Standard hours of work have been updated to be used only for the purposes of calculating salary and leave entitlements. Statements outlining start and finish times as a component of standard hours have been removed.

B18: Flextime

The following are new or updated amendments under clause B18 in order to assist with the appropriate management of working hours:

- Flextime entitlements have been extended to senior officers at SOGA/B equivalent levels, except where they have been excluded. These employees will no longer have access to recovery leave from the effective date of the new agreement, including any previous outstanding balances that were unused. Recovery Leave provisions will remain for certain classifications – please refer to the recovery leave provisions for more information. Eligible employees new to flextime entitlements will commence accruing flextime on the effective date of the agreement.
- Part-time employees will be eligible to automatically access flextime, without going through the process of making a formal request and receiving a written agreement.
- Maximum flextime credits may now be extended in exceptional circumstances.
- An employee and manager must agree to implement a flextime usage plan where an employee has a flextime credit in excess of the employee's normal weekly hours.
- If an employee does not agree to a reasonable flextime usage plan, the head of service may direct an employee to take flextime.
- Flextime credits up to an employee's normal weekly hours will be paid out on cessation of employment.
- Flextime credits up to an employee's ordinary hours may be paid out in exceptional circumstances with head of service approval.
- Where an employee accrues a flextime debit of 10 hours and does not agree to a reasonable plan to reduce this debit, a delegate may commence overpayment processes outlined in clause D5. The maximum flextime debit may be varied in exceptional circumstances with delegate agreement.
- Approval to utilise flextime credits cannot be unreasonably withheld.

- An employee directed to work operational service hours due to non-compliance must have this arrangement reviewed every 90 calendar days.

B20: Making a request for a flexible working arrangement

The following are new or updated obligations and entitlements under B20:

- A request for flexible working arrangements may be refused on business grounds, but only after the request has been discussed with the employee, and where the manager has made genuine attempts to reach agreement having considered the employee's individual circumstances, and the manager has considered the consequences of the refusal for the employee. (NES changes)
- Further clarification of what information must be contained in the written decision to refuse the flexible working arrangement. (NES changes)
- A flexible working arrangement may be revoked by either the employee or the manager on following an annual review or where there are exceptional circumstances. (ACTPS amendments)
- Revocation of a flexible working arrangement should not be considered until efforts to amend arrangements have been attempted. (ACTPS amendments)
- 3 months notice must be given to amend or cease a flexible working arrangement unless a lesser period is agreed to by both parties or where there are extenuating circumstances. (ACTPS amendments)

B28: Nursing employees

To reinforce the ACT Government's commitment to supporting nursing employees, the provisions have been updated and extended to include employees expressing milk for a young baby or child. Employees breastfeeding or expressing milk will be provided with the facilities and support necessary to enable them to access up to one hour paid lactation break per day/shift.

B29: Transfer of medically unfit staff

The Agreement has improved clarity around the transfer of medically unfit staff, providing further direction on the treatment of penalties and allowances when a medically unfit employee transfers to another position.

Medically unfit employees may be transferred to a position either at their substantive classification (the classification to which they were appointed) or an equivalent classification (in cases where the employee transfers streams). If an employee moves to an alternative classification stream, they may only be transferred to a classification with a maximum salary that does not vary from their substantive classification (at the top increment) by more than 10%.

For clarity, the provision allows for transfer between alternative streams and equivalent classifications, but not to higher classifications. For example, a SOG B classified employee cannot transfer to a SOG A position.

Penalties and allowances, attached to the substantive position, will not be taken into consideration when determining whether classifications are equivalent.

SECTION C: RATES OF PAY AND ALLOWANCES

C7: Higher Duties Allowance

To ensure the ACTPS recognises additional responsibilities taken on by employees, the Agreement removes restrictions that previously required an employee to work 5 days in a position with a higher classification to be eligible for the Higher Duties Allowance. Under the Agreement, an employee who performs higher duties for one day or more is eligible for the allowance.

C9, C13-14: Overtime / on-call and close-call allowances

Under the Agreement, the cap on overtime payments for Senior Officers, previously calculated using an ASO 6 classification pay point, has been removed. Overtime for Senior Officers is now calculated based on their classification level.

Similar changes have been reflected for on-call allowances and close-call allowances, which are no longer capped at the top ASO6 classification or equivalent.

A new minimum payment entitlement has been introduced for when overtime duty is scheduled/directed and subsequently cancelled within one hour of the start time. This entitlement does not apply when an employee is requested to perform overtime duty while the employee is already on-call or close-call, and the overtime duty is subsequently cancelled.

C17: Emergency management provision

A new emergency management provision has been introduced to provide Government with support and flexibility in the workplace to assist in the delivery of an emergency management response. This provision applies to workers who are directed to undertake shift work arrangements in response to an event or series of events, or activities which are, by the head of service, considered to be a significant emergency. These provisions do not apply to casual employees or an employee who already performs shift work as part of their designated role.

All provisions for shift workers apply with the exception of the following:

- The consultation provisions under subsection B6.7 do not apply.
- The 14-day minimum roster notification period under subsection B6.8 does not apply.
- The additional payment under subsection C8.1 is increased to 22%.
- The additional payment under subsection C8.2 is increased to 37%.
- The additional payment under subsection C8.5 is increased to 57%.
- The additional payment under subsection C8.6 is increased to 107%.
- The additional payment under subsection C8.7 is increased to 157%.

The provisions operate until the earliest of the following days:

- The day 7 weeks from the day the emergency event is declared.
- The day the head of service declares that the emergency event has ended.

C18: Health and wellbeing reimbursement payment

A new health and wellbeing reimbursement payment has been introduced to eligible employees across directorates who have completed at least 6 months of continuous service with the ACTPS.

Through delegate approval, employees may be reimbursed up to \$100 per annum for expenses related to health promotion activities, undertaken in their own time. This may be used to cover items such as sports clothes, gear and shoes, fitness equipment, among other expenses. Employees are not entitled to claim prescription medication, visits to their general practitioner, health insurance premiums, gym memberships, or services that would ordinarily be claimed via Medicare.

This change has been made in recognition of the importance of maintaining a healthy and productive workforce.

C19: Directorate Liaison Officer (DLO) allowance

A new allowance has been introduced to recognise the additional hours and particular working conditions of Directorate Liaison Officers (DLOs).

Eligible employees will be paid a DLO allowance at a fixed rate of 7% of the fortnightly rate of pay for the employee's classification, calculated on ordinary hours worked that fortnight. This allowance will be paid fortnightly. This payment is in lieu of overtime to recognise additional hours worked as part of the position. The payment will be paid in addition to the payment for all hours worked between normal working hours (36 hours and 45 minutes) to 38 hours and 45 minutes. While the payment of the DLO allowance is in lieu of overtime, it cannot be used to justify excessive workloads for extended periods of time.

C20 and Annex C: Other Allowances - Corporate Citizens allowance

A new allowance, the Corporate Citizens allowance, has been proposed for employees who hold a designated role as a trained First Aid Officer, Fire Warden, or a Health and Safety Representative within the ACTPS as specified within Annex C. Any existing First Aid base rate allowance provisions and Fire Warden allowance provisions within the agreement schedules have been removed and absorbed by the Corporate Citizen allowance.

Where an employee holds one or more of these 3 roles, they will be eligible to receive the daily rate allowance, as determined via a regular pattern. This means that employees who held both a Fire Warden allowance and a First aid base rate allowance previously under the old agreement will no longer be eligible for 2 allowance payments, as it will be combined into the one Corporate Citizen allowance rate.

Additionally, the allowance rate has changed from a fortnightly rate to a daily rate. This will allow for the scheduling of the payment via a regular pattern for the days where the employee has been designated to exercise the duties, which may not be the employees full working week. For example, a full time 5 day per week employee, designated as a First Aid Officer, who works flexibly from home 2 days per week, will only be eligible for the Corporate Citizens allowance for 3 days per week.

HSRs would usually be eligible for payment when working from home or other locations, as their duties include desk-based work that can be fully completed from various locations.

The First Aid allowance previously encompassed 3 levels – base level, advanced level and occupational or specialist level. Given the base level of the first aid allowance has been absorbed by the Corporate Citizen allowance, the current First Aid allowance has been renamed 'Advanced First Aid' and encompasses the advanced and occupational/specialist level. Employees receiving the Advanced First Aid allowance are not eligible for the Corporate Citizens allowance unless they are only receiving the Corporate Citizen allowance for a designated HSR role.

Employees who have a First Aid qualification as part of their normal duties, but are not in a designated Corporate Citizen role, are not eligible to receive the allowance.

Both the Corporate Citizen allowance and Advanced First Aid allowance will not be paid during periods of unpaid leave, however may be paid during periods of paid leave as determined by the delegate.

SECTION D: PAY RELATED MATTERS

D5: Overpayments

Definition of overpayments and references to clauses regarding discrepancies have been removed.

SECTION E: LEAVE

E4: Personal leave

The following is a summary of amendments under clause E4:

- Personal leave is now available in circumstances where the employee is attending a medical appointment for themselves, or a member of their immediate family or household, with a registered health professional who is operating within their scope of practice.
- Personal leave will not accrue during a period of unauthorised absence or a period of leave without pay that does not count for service.
- Personal leave in extraordinary and unforeseen circumstances has been extended to also include special circumstances in accordance with E5.
- Anticipated personal leave available has been reduced from 3.6 weeks to 1 week to take into account daily accrual.
- Any personal leave debits that an employee has at the time they cease employment with the ACTPS will be treated as a debt in accordance with clause D5. The debt will be recovered from any termination payment owing to the employee, except in the case of death.
- The head of service may, in exceptional circumstances and subject to the production of documentary evidence, grant an employee an additional period of paid personal leave for personal illness or injury, or for the employee to provide care or support to a member of the employee's immediate family who is ill or injured. Previously, this entitlement only extended to the employee having a life threatening illness or injury.

Daily Accrual

The agreement proposes to move from yearly personal leave accrual to daily accrual in accordance with clause E4 via a nominated date. Personal leave will accrue daily according to the formula in clause E4. This change will see employees accrue personal leave on a daily basis rather than having to wait 12 months to receive the next credit.

In recognition of the proposal, the Agreement details interim arrangements and the provision of additional personal leave credits on the transition date to facilitate the transition from annual accrual to daily accrual.

Example: Personal leave transition from yearly to daily accrual for a current full time employee with an accrual date of 10 June:

10 June 2023 – yearly accrual - 18 days personal leave credit provided.

10 June 2024 – transition to daily accrual – 18 days personal leave credit provided at transition, followed by daily accrual.

With the introduction of daily accrual, new permanent and long term temporary employees will receive 18 days personal leave at commencement of employment (pro rata for part time employees), followed by daily accrual. Short term temporary employees will receive 9 days personal leave at commencement of employment (pro rata for part time employees), followed by daily accrual. In the event where short term temporary employees continue to work beyond 12 months or are appointed before 12 months, they will be entitled to a further 9 days of personal leave.

E5: Personal leave in special, extraordinary or unforeseen circumstances

The Agreement has expanded clause E5, personal leave in extraordinary and unforeseen circumstances, to include special circumstances. Special circumstances capture broader health and wellbeing conditions that necessitate time off work. These might include days where employees experience negative impacts to their physical, mental, social, or emotional health and wellbeing; however, may not fall into conditions of an illness or injury as defined under Personal Leave provisions. For example, in situations where an employee might experience adverse impacts from menstruation

or menopause. (Note: workplaces should also provide employees with access to flexible working arrangement options to assist with the management of impacts from menstruation or menopause).

Given the expansion of scope, the Agreement increases the number of days of personal leave in special, extraordinary or unforeseen circumstances from 4 days to 10 days per accrual year. These 10 days are in addition to the 7 days personal leave without documentary evidence entitlements in place under the Personal Leave provisions at clause E4.

E10: Public holidays

New provisions have been introduced to allow employees to substitute public holidays for an alternate day, subject to the operational requirements and approval of their delegate. If this occurs, public holiday penalty rates will not be payable where the employee works the public holiday which they have substituted for a different day.

E14: Birth leave

The entitlement to paid birth leave has increased from 18 weeks to 24 weeks.

Birth leave has also been updated to allow registered midwives to provide medical evidence confirming a pregnant employee is fit for duty 6 weeks from the expected birth of a child. Under the current agreement, only registered medical practitioners can provide evidence. This change is in recognition that midwives are primary contacts over the course of pregnancy and is designed to ease the ability of employees to provide evidence. A new definition for registered midwife has been added to the Agreement dictionary in conjunction with this change.

E16: Primary care giver leave

Primary care giver leave has expanded and removes the requirement for ACTPS employees applying for both paid birth leave and paid primary care giver leave in relation to the birth of a child to share 18 weeks maximum of paid leave between them.

An eligible employee may now access 18 weeks paid primary care giver leave regardless of the birth leave taken by a partner in connection to the birth of the child, where they meet the eligibility requirements and commence the paid primary care giver leave within 26 weeks from the birth of the child.

Once primary care giver leave has commenced, the employee may exhaust the available 18 weeks in a non-continuous manner so long as it is within the first 72 weeks following the birth of the child. This has increased from the prior limit of 52 weeks.

Please note that changes to primary care giver leave must be read alongside changes to bonding leave. Where an employee accesses bonding leave, any bonding leave taken will be deducted from their paid primary care giver leave entitlements. In effect, the total combined entitlement of paid bonding leave and paid primary care givers leave available is 18 weeks in relation to the birth of a child.

E18: Bonding leave

Bonding leave has been extended from 2 weeks to 5 weeks, with the option of taking an additional one week of personal leave for bonding purposes.

Please note that changes to bonding leave must be read alongside changes to primary care giver leave. Where an employee accesses their paid bonding leave and then later becomes entitled to paid primary care giver leave, any bonding leave taken will be considered part of their 18 weeks primary care giver leave. The effect of this interaction is that an employee will have access to a maximum of 18 weeks paid bonding/primary care giver leave in relation to the birth of a child and meet the eligibility requirements.

Additionally, the Agreement introduces the option for bonding leave to be taken at full or half pay, or a combination of full and half pay, with credits to be deducted on the same basis. The maximum paid period in which paid bonding leave may be accessed is 10 weeks at half pay.

E20: Adoption, permanent or long-term care giver leave

The Agreement has amended adoption and permanent care leave to include employees in long-term caring arrangements. Various minor technical changes have been made throughout the proposed Agreement to reflect this update.

E23: Family, domestic, or sexual violence leave

The Agreement has been amended to include sexual violence leave under the current domestic and family violence leave provisions. Under this amendment, employees will be entitled to a maximum of 20 days family, domestic, or sexual violence leave. The sensitivity and privacy considerations currently in place will remain for this expanded leave type.

The Agreement also proposes 20 days paid leave (or shifts per calendar year) for casual employees seeking family, domestic or sexual violence leave. This is an increase from the National Employment Standard entitlements which currently provides for 10 days paid leave. The leave will be calculated on a casual employee's full pay rate (base rate) and includes the allowances, penalties, and loadings a casual employee would be entitled to for leave taken on days an employee would be rostered, or would expect to be rostered.

An additional clause has been included, requiring reasonable adjustments to be facilitated to ensure the employee's safety in the workplace. This might include using different work locations, the removal or change of phone listings, and changes to work email addresses among other practicable workplace adjustments.

E24: Recovery leave arrangements

Employees (except shift workers or casuals) above Senior Officer Grade A or equivalent will now be entitled to 5 days recovery leave unless otherwise excluded in the provision or in a schedule. Employees at Senior Officer A and B equivalent classifications are proposed to no longer be entitled to recovery leave (they will be entitled to flextime unless excluded).

E25: Long service leave

Long service leave provisions have been revised to ensure consistency with legislation. Long Service Leave entitlement provisions previously located in the *Public Sector Management Act 1994* and the *Public Sector Management Standards 2016* have been included in the Agreement. These amendments have been made for simplicity and not to cause major changes to the way provisions have, or will, operate.

Additionally, a new change has been proposed to the minimum period of long service leave an employee may request. Now, employees may request long service leave in blocks less than 7 days with the approval of the delegate. The minimum period is now one day. This may be requested to be taken at double, full or half pay, with credits deducted on the same basis. As under the current agreement, when long service leave is taken as 7 calendar consecutive days, this will include the weekend. To ensure consistency with this methodology and deduction rate, single days are deducted at a rate of 1.4 days. This means a full time employee taking 5 work days of leave Monday – Friday (deducted at 1.4 days each) has the same deduction rate as an employee taking 7 calendar days (5 work days and 2 weekend days, Monday - Sunday), given the latter includes the weekend.

Using this methodology, 6 single days of long service leave taken in a row would equate to 8.4 days of long service leave credit ($6 \times 1.4 = 8.4$ days leave deducted). To remove this disadvantage, a clause has been inserted to explicitly state that in circumstances where an employee specifically requests 6 single days of long service, the 7 day leave credit will be deducted.

E26: Disability leave

In line with the Government's commitment to support employees with disability, the Agreement maintains 5 days of disability leave for eligible employees with the addition of a clause permitting employees to take this leave as consecutive or single days, or as part days.

The Agreement also includes provisions which clarify that an employee may request and agree to seek support through a flexible work arrangement and reasonable adjustments through an individual plan.

E28: Gender affirmation leave

The current agreement has been updated to reflect new terminology in regards to the title of gender affirmation leave.

The requirement that gender affirmation leave must commence in the first 52 weeks from the commencement of their steps towards gender affirmation has been removed. The new agreement has been amended to allow employees to take this leave type during the course of their employment.

The Agreement also includes provisions that allow employees to take leave to attend documentation amendment appointments and has revised language for inclusivity.

E29: Assisted reproductive leave

A new provision for assisted reproductive leave has been introduced for eligible employees. This enables eligible employees to seek approval via their delegate to be absent from work to undergo assisted reproductive treatments and attend medical appointments in relation to these treatments (specified in the Agreement). Documentary evidence may be requested by the delegate when approving this leave type. Eligible employees will be eligible for up to 5 days paid leave for this leave type per calendar year, which may be taken as part days to facilitate the attendance of related medical appointments.

SECTION G: Workplace Values and Behaviours

G1: Introduction

The following are a summary of the amendments under G1:

- Misconduct and Underperformance provisions now sit under Section G and H separately whereas previously they both sat under Section H. Section G outlines procedures for managing workplace behaviours that do not meet expected standards and management of misconduct.
- References to 'resignation' during the misconduct process have been replaced with circumstances where 'employment has ended.'
- Clarification that the public sector standards commissioner has the ability to discontinue misconduct processes where an employee's employment has ended.

G2: Preliminary assessment

The Agreement clarifies the role of preliminary assessment in alleged misconduct. A preliminary assessment is a process of determining the relevant facts to decide if, and how, to resolve a workplace issue. The Agreement specifies that the preferred approach, where possible, is to resolve issues through a local low-level approach and in a non-disciplinary way in the first instance. This provides the best opportunity for a positive resolution that allows both employees and employers to contribute to the outcome. It focuses on maintaining and improving working relationships, minimises the likelihood that a minor issue will escalate into a serious one, and supports the continuity of work.

The Agreement now requires that an admission statement is taken by a delegate of the Public Sector Standards Commissioner, whereas previously it was not specified who would take it. This is to ensure that admission statements are taken in a consistent manner and that the employee is aware of outcomes arising from making an admission statement. The admission statement will then be provided to the delegate of the head of service who will determine the appropriate outcome.

G3: Counselling

The Agreement clarifies the role of counselling where there has been a workplace issue. Changes made to counselling provisions should be read alongside changes to preliminary assessment provisions as their combined effect is intended to encourage collaborative dispute resolution prior an investigation into misconduct. Counselling provides an opportunity for employees and managers to discuss workplace issues and remedies in good faith. The provisions now distinguish between counselling being conducted informally through coaching and feedback and being conducted formally.

Informal counselling is a non-disciplinary and supportive method used to resolve a workplace issue. It should encourage the employee in understanding the requirements and expectations of a public servant in their role.

An employee may be required to participate in formal counselling which is available as remedial action following the outcome of a preliminary assessment process.

The Agreement clarifies the employee must be advised whether the counselling is considered a formal or informal process.

Where an employee refuses or fails to follow a direction to participate in formal counselling, the delegate may refer the matter to the Public Sector Standards Commissioner for investigation. Where the employee disagrees with the direction to participate in formal counselling, the employee may provide a written request to the delegate seeking a formal investigation of the workplace issue that required the formal counselling.

G5: Dealing with allegations of misconduct

The Agreement states that the employer may reassign other duties and must give preference to retaining the employee in the workplace (where possible) when considering appropriate action to take in response to misconduct. This is to reflect other changes made in this section that encourage positive dispute resolution.

G6: Reassignment, transfer or suspension

The Agreement clarifies processes around reassignment, transfer, and suspension. The head of service may reassign, transfer or suspend an employee with or without pay where they are satisfied the action taken is reasonable and in the public interest.

Suspension with pay should only be considered where it is inappropriate for the employee to remain in their current position and the reassignment of duties is not appropriate. A period of suspension with pay should not exceed 30 calendar days unless exceptional circumstances apply. The suspension must be reviewed every 30 days unless the head of service considers that, in the circumstances, a longer period is appropriate.

G7: Investigations

This section has been clarified that the delegate must provide relevant ACTPS information and communication technology (ICT) records so that the public sector standards commissioner can establish the facts of the allegations.

G9: Disciplinary action and sanctions

This section has been clarified that clause G9 now applies where an employee has been convicted of a criminal offence and the conviction or finding has adversely affected the interests of the Directorate or the ACTPS.

An additional clarification has been made to the provisions where the delegate receives an admission statement or referral from the public sector standards commissioner, they must inform the employee in writing within 14 days.

SECTION H: Underperformance

H1: Introduction

The following are a summary of amendments under clause H1:

- Underperformance provisions have been separated from misconduct provisions.
- Underperformance dealt with under the previous enterprise agreement that is not completed as at the date of commencement of this enterprise agreement will be completed under the previous enterprise agreement. Any right of appeal from that process will also be set out in the previous enterprise agreement.

SECTION J: Appeal Mechanism for Misconduct, Underperformance and Other Matters

J1: Objective and application

This section has been amended to clarify that appeal mechanisms under J1 apply to decisions relating to findings of misconduct under clause H10, provided that such an appeal can only be made after a decision about disciplinary action under clause H11 has been made, except for a decision to terminate the employee's employment.

J3: Independent appeal members

Employees are entitled to make appeals against misconduct, underperformance, and other employment matters. Under the current agreement, this is done through a 3-person panel, comprised of one person nominated by the employee, one by the employer, and one independent member. For administrative efficiencies for all parties, the Agreement replaces the panel with a single independent appeal member from an approved list of independent appeal members, kept by the public sector standards commissioner. The Convenor must select a person from the approved list of independent appeal members to conduct a single member determinative appeal.

Various minor technical amendments have been made throughout the Agreement to reflect this change.

SECTION K: Appeal and Process Reviews of Certain Recruitment Decisions

K1: Application

This section has been amended to clarify that procedures in K1 are established for 'officers' only.

K2: Appeals about promotions and temporary transfer to higher office

The following are a summary of the amendments under clause K2:

- Updated from Convenor of Appeals Panels to Convenor of Appeals.
- Clarification that an appeal may only be made in relation to promotions or temporary transfer to a higher office or role where the pay applicable is any classification with a maximum pay that is less than the minimum pay of a classification equivalent to a Senior Officer Grade C, or unless otherwise specified in the Public Sector Management Act 1994.

- When initiating an appeal, for decisions relating to the temporary transfer to a higher office or role for periods in excess of 6 months that are not required to be notified in the gazette, and application must be received by the Convenor within 14 days of the applicant being notified or becoming aware of the outcome of the process.
- Where an application to appeal is received by the Convenor, the Convenor must select a person from the approved list of independent appeal members held by the Public Sector Standards Commissioner to conduct a single member determinative appeal.

SECTION L: Redeployment and Redundancy

L6: Voluntary Redundancy

This section has been updated to clarify how voluntary redundancy payments are processed for part time employees.

ANNEX B: Attraction and retention incentives

The Attraction and Retention Incentive (ARIns) framework has been updated streamline the process and create efficiencies for all parties involved. The overall intention and principles of the ARIn framework and the matters that the director-general will have regard to when determining whether to offer or to continue an ARIn to an employee remains the same. No new amendments have been made to the detriment of parties.

Prior to these amendments, an employee in a casual position was unable to receive an ARIn. The amendments now enable an ARIn to be offered to all employee types employed in classifications covered by this agreement.

The scope of an ARIn has been amended to provide greater clarity on what an ARIn may contain. As the provision at 2.4 details, this may include enhanced pay rates, enhanced superannuation contributions rates and/or other terms and conditions of employment where the director-general considers there is a clear, unambiguous, and exceptional needs.

Like previous ARIn frameworks, the premise that an ARIn must not reduce overall terms and conditions still remains. However, where it is proposed that an ARIn will replace or reduce a condition of employment contained within the agreement, the director-general will consult with the relevant union with coverage of the position through the Office of Industrial Relations and Workplace Strategy (OIRWS) about the proposed change prior to the provision of a written submission to the head of service for consideration. While consultation with the union was always a compulsory step within the process, consultation with the OIRWS is now also required. This added consultation provides an extra assurance check for all parties.

In addition to the above, the amendments now increases the timeframe for which unions have to provide their written view to the director-general from 7 days to 14 days.

The amendments provide directorates with further information on ARIn requirements during a recruitment process. The amendments state when approval (or pre-approval) from the head of service is required in the varying approaches and what information applicants should be made aware of in regard to the ARIn.

The names of the four different types of ARIns have been altered slightly; they are now Project ARIns, Fixed Term ARIns, Renewable ARIns and Group ARIns. While the purpose of each ARIn type remains the same, changes to particulars have been made to assist parties in the ARIn review cycle.

Below outlines some key amendments to the four different types of ARIns:

- Project ARIn: The term of a Project ARIn has been increased from up to 24 months to a term no longer than 36 months. All other requirements for a Project ARIn remain.

- Renewable ARIn: Amendments have been made to the renewal submission schedule for a renewable ARIn. Previously a renewable ARIn had to be reviewed every 12 months over a three year period. The amendments now require a review at 18 months following commencement.
- Group ARIns: Amendments have been made extending the term of a Group ARIn from a term no longer than two years to a term no longer than three years. During this term a comprehensive submission is required to establish the Group ARIn, at the midpoint of the Agreement term and prior to the nominal expiry date of the agreement.

The date of cessation of any ARIn is the date that is at least 90 days after the date notice is provided to the employee of cessation of the ARIn, or an earlier date if agreed by the employee.

The amendments to the framework provides clear directions on when a comprehensive submission is required. This will ensure that the correct paperwork and process is completed each time, limiting any unnecessary delays and ultimately ensuring that employees receive their ARIn as early as possible.

Provisions have been included which outline what must occur should a comprehensive or renewal submissions not be completed before the due date. This ensures accountability and greater oversight of employees in receipt of ARIns and provide confidence that all active ARIns are necessary.

Consultation requirements have not changed. Employees may invite a union or other employee representative to assist or represent their interests during consultation.

Under the new framework, the head of service has the authority to approve an ARIn to paid retrospectively (up to 3 months). Clause 10 now provides guidance on the operation of ARIns and its interaction with other entitlements within the EA, when an ARIn can commence and the circumstances that would cease an ARIn from operating.

ANNEX D: Other leave

Leave to attend Aboriginal or Torres Strait Islander ceremonies

Entitlement of 10 days in any 2-year period is now paid and counts as service for all purposes.

Leave to accompany a domestic partner on a posting

The following are a summary of the changes under Leave to accompany a domestic partner on a posting leave type:

- Clarification that a posting must be interstate or overseas.
- New definition. 'Post' means any office or other establishment of the employers above, where an employee's domestic partner is required by the employer to serve interstate or overseas, for any purpose.
- Posting must be with an employer who is one of the following:
 - The ACTPS, APS, Calvary Hospital Incorporated, a statutory authority established under a Federal, state or territory law.
 - The domestic partner is employed in a capacity that is directly relevant to representing Australia's national interest.

Leave to attend proceedings at the Fair Work Commission

This section has been amended to clarify that an employee may be granted a period of leave as required in the circumstances and may be with or without pay depending on the circumstances.

ANNEX C: Allowances

In addition to the changes previously outlined in the core explanatory notes, the following amendments have been made to allowances covered in Annex C of the Agreement. It is noted that unless specified otherwise, any amendments to exclusions are minor technical amendments that do not change the application of the Agreement.

Intermittent Driving Duties allowance

This allowance has been removed as it was not utilised across the service.

Motor Vehicle allowance

Amendments have been made to the Motor Vehicle allowance to provide clarification on when the delegate may authorise an employee to use a motor vehicle they own or hire for work.

These circumstances include:

- For official purposes where private motor vehicle use is more efficient or less expensive than public transport.
- For specified journeys that would not result in the employee taking more time on the journey than they would otherwise take or present any conflict of interest with the ACT Government.
- For travel between normal headquarters and temporary workstations, or between the employees home and temporary workstation when there is no public transport available.
- In situations where public transport is available, but the work program makes its use impossible.

The allowance has also been updated to include a note about the use of electric, hybrid and liquified petroleum gas (LPG) vehicles and any type of motorcycle. The rates payable per kilometre are the rates determined by the Australian Tax Office as in force from time to time.

Travelling Entitlement allowance

This allowance has been amended to provide greater clarity around eligibility. Employees appointed to, or on contract at, Birrigai at Tidbinbilla or Jervis Bay Primary School will be paid the Travelling Entitlement for each complete trip when they attend duty for a maximum of one day. They will be entitled to be paid the full rate of the entitlement for each continuous period of duty if they travel at their own expense for the following reasons:

- They travel to an isolated establishment for duty.
- They have been directed to return to duty, with or without prior notice, to perform extra duty.

The exclusions have been updated. An employee who is paid the Travelling Entitlement allowance is not eligible for the Isolated Establishment allowance.

MINOR AMENDMENTS:

Other minor and technical changes to the Agreement include but are not limited to:

- Style and language.
- Grammar and spelling.
- Rearranging sections for consistency and clarity.
- Dictionary updates – introduction of new/revised definitions of current rate of salary, dependant, Registered Midwife, Standard Hours.
- Updates for consistency with the Fair Work Act 2009 and National Employment Standards where relevant.
- Delegation powers of the head of service.

MAJOR AMENDMENTS: TRANSPORT CANBERRA OPERATIONS (ACTION) ENTERPRISE AGREEMENT 2023-2026 SCHEDULE SPECIFIC CHANGES

All references to ACTION have been replaced by Transport Canberra throughout document.

Schedule 1- Business Improvements and Common Conditions

Clause 1 - Business Improvement Arrangements

Clause has been updated to include the commitment to hold regular general meetings of employees and executive members capturing change transition regarding zero emissions and building workforce capability and culture.

Clause 6 - Gender Diversity Action Plan

This clause is new to the Agreement and outlines Transport Canberra's commitment to the development of a Gender Diversity Action Plan which will focus on how to create gender equality in the workplace.

Clause 7 - 'Low Wage' Salary Floor Increases

From 5 December 2024 the minimum full-time salary of the following classifications will be \$62,860:

- Administrative Service Officers (ASO),
- General Service Officers (GSO),
- Trainees.

Any classifications that are listed as receiving a percentage of a different classification receiving a full-time salary will be adjusted accordingly in line with this percentage. These changes have been captured in Annex A.

Clause 8 - Low Wage Classification Review

A classification review known as the 'Low Wage' Classification Review is to be undertaken and is to commence no later than December 2024 and will be conducted over the life of this Agreement.

This review will apply to the following classifications:

- Administrative Service Officers (ASO),
- General Services Officers (GSO)
- Other classifications as agreed by Government and the parties.

Previous Clause 6 - Apprenticeship and Traineeship (EBA 2021-2022)

Clause removed (not relevant) as Apprenticeship covered in schedule 4 of the 2023-2026 Agreement.

Previous Clause 7 - Fire Warden and WISE Coordinator Allowance (EBA 2021-2022)

This clause has been removed as Fire Wardens will be paid the Corporate Citizens Allowance (see Annex C). The Corporate Citizens Allowance is available to all staff across the service who meet the eligibility criteria, enabling them to be paid an allowance for being a fire warden, first aid officer or Health and Safety Representative.

Schedule 2- Drivers, Trainers and Trainer and Assessor

Clause 1 - Application

Clause has been updated to reflect new positions (Trainer and Assessors and Trainers).

Clause 5.2 - Trainer and Assessor

This clause outlines an update to Trainer and Assessor positions (previously called Trainer/Assessors). In practise, the six permanent Trainer / Assessor positions (currently Transport Officer 2 classifications) will be re-classified to Transport Officer 3 positions and be retitled to Trainer and Assessor.

Bus Operators who backfill a Trainer and Assessor position will be paid at the Transport Officer 3 classification on the dates they are assigned to these duties.

Clause 5.3 - Trainers

This clause confirms that Bus Operators performing Training duties will be paid at the Transport Officer 2 classification.

Clause 20 - Public Holidays

Additional public holiday 'the next business day after boxing day' (previously known as commissioner's day) has been included in the schedule (refer to E10 of the common core) at subclause 20.4.

Subclauses referencing unpaid public holidays have been removed, as there are no unpaid public holidays for drivers as per subclause 20.4.

Moved reference for Trainer and Assessor and Trainer public holidays to Schedule 3.

Clause 28 - Weekend Reliability Trial

A new clause for the Weekend Reliability Trial has been added. The trial provides drivers who complete six or more weekend details per year, a 15% penalty on all hours from the seventh detail. This trial will commence 1 July 2023.

Clause 34 - Driver Delegate Shifts

A new subclause has been added to confirm two TWU delegates will be assigned to the Woden Depot upon commencement of operations.

A new clause has been added outlining intention of overall delegate makeup to address Diversity objectives nominated in the Gender Diversity Action Plan.

Previous Clause 6 - Trainer/Assessor Allowance (EBA 2021-2022)

Clause has been removed as the allowance referenced is no longer applicable noting the newly classified Trainer and Assessor/ Trainers positions have separate qualifications and duty requirements.

Schedule 3- Transport Officers

Clause 7 - Transport Officer Establishments

The Transport Officer Establishment clause has been updated to reflect current operational needs.

Clause 10 - Public Holidays

Additional public holiday 'the next business day after boxing day' (previously known as commissioner's day) has been included in the schedule (refer to E10 of the common core) at subclause 10.2.

Clause 13 - Staff Safety and Support (Trial)

A new clause for the staff safety and support trial has been added. The trial provides Transport Officers who complete six or more weekend details a 15% penalty on all hours per year from the seventh detail. This trial will commence 1 July 2023.

Schedule 4 - Workshops

Clause 4 - Employment and Retention of Apprentices

Apprentices will no longer be guaranteed appointment at the completion of their apprenticeship. Following apprenticeship completion, a temporary contract not to exceed 2 years will be issued at the top increment of the TSGO6 classification to allow for employees to apply for permanent positions if they become available. The combined period of the apprenticeship contract and the temporary contract is not to exceed a total period of 5 years.

Clause 5 - Shiftwork

Subclauses relating to shift make up have been updated to be streamlined and to reflect current practices. Morning/afternoon tea breaks and meal breaks will be allocated in a manner consistent with demonstrated operational requirements and occupational health and safety principles.

Clause 8 - Technical Officers — Electronics

Clause has been updated to provide clarity regarding flex debit overpayment procedures.

Clause 9 - Supervisory Staff

Clause has been updated to remove reference to 'GSO8.' 'GSO8' reference has been replaced with 'Supervisory Staff'. Suitably qualified workshop staff now must perform minor work on buses if the result in increased productivity in peak periods by speeding up the release of vehicles.

Clause 10 – Stores Staff

Previous clause 10.5 has been removed as this was a duplication of information already in the agreement under 5.6, schedule 4.

Clause 12 – Casual Detailing/Fuelling Staff

Clause 12.2.3 has been rephrased to provide clarity to readers.

Clause 14 - Multi-skilled Workshop Staff

A subclause has been added to include reference to third certified Trade Qualification or Statement of Attainment of Electric Vehicle Technology.

Clause 15 - Higher Duties

Clause has been updated to cover all higher duties pay arrangements and remove specific reference to GSO9 minimum pay points.

Previous clause 19.1 of the 2021-2022 Agreement has been removed as clause 15 in the 2023-2026 Agreement has been updated to cover all Higher Duties.

Clause 16 - Allowances

An additional subclause has been added to subclause 16.2 (Non-Trades Staff Allowance) to include Workshop based Administrative Support Officers.

Subclause 16.3 (Warehouse Industrial Allowance) has been updated to include employees not covered by Annualised Salary (i.e., Senior Officer Inventory Manager).

An additional subclause has been added to subclause 16.4 (Gas Fitter Annual Allowance). It is the intention of Transport Canberra to cease payment of the Gas Fitters Qualification allowance after all the Compressed Natural Gas Vehicles have been removed from service. The payment would cease in December of the year that all vehicles have been removed from service regardless of the month of the year that the vehicles were removed.

A new Electric Vehicle Technology Allowance has been added at subclause 16.5, and is intended to be paid to Transport Canberra Staff in recognition of active participation in training and instruction to attain the skills to safely integrate, operate, and maintain Electric Fleet Vehicles within the Transport Canberra Operational Fleet. The allowance is limited to isolation of the vehicle and not involving work on the high voltage aspect of the vehicle.

Clause 17 - Annualisation of Salary

The method of calculation table has been removed and replaced with a subclause detailing that the calculation is based on annual salary, penalties, trade staff allowance, non-trade staff allowance or industrial warehouse allowance in addition to Transport Canberra industry allowance, electrical vehicle allowance and leave loading noting the breakdown is shown in the following table.

Clause 21 - Tool Arrangements

New subclause has been added confirming that any Transport Canberra Apprentice that successfully completes the requirements of an apprenticeship to gain a Trade Qualification will be entitled to retain their tool kit if the employee ceases employment with Transport Canberra.

Appendix to schedule 4

Adjustments have been made to the appendix of schedule 4 to remove superseded provisions, including the Asbestos Eradication and Isolated Establishment Allowance (IEA).

Previous Clause 14- Multi skilled Driver/Mechanics (EBA 2021-2022)

This clause has been removed as this type of employment is no longer offered.

Previous Clause 19- Higher Duties (EBA 2021-2022)

This clause has been removed as this was a duplication of information.

Previous Clause 25- Workshops- Health and Safety Representative Allowance (EBA 2021-2022)

This clause has been removed as Health and Safety Representatives (HSRs) will be paid the Corporate Citizens Allowance (see Annex C). The Corporate Citizens Allowance is available to all staff across the service who meet the eligibility criteria, enabling them to be paid an allowance for being a fire warden, first aid officer or HSR.

Schedule 5 - Special Needs Transport

Clause 4 - Composite salary

A composite salary has been created for Special Needs Transport (SNT) Attendants and Drivers which includes base salary, special contact, cleaning allowance and shoe allowance. Additionally, employees in these positions will transition from a four increment classification structure to a single increment classification structure equivalent to the highest pay point in the previous structure.

Allowances that may be claimed on top of the composite salary are:

Corporate citizen allowance (Annex C)

Split shift allowance (Subclause 5.2 of Schedule 5)

Instructors allowance (Clause 6 of Schedule 5)

Previous Clause 4.2 - SNT Special Needs Contact Allowance (EBA 2021-2022)

This subclause has been removed as payment of SNT Special Needs Contact Allowance is now included in composite rate.

Previous Clause 4.5 - First Aid Allowance (EBA 2021-2022)

This clause has been removed as first aid officers will be paid the Corporate Citizens Allowance (see Annex C). The Corporate Citizens Allowance is available to all staff across the service who meet the eligibility criteria, enabling them to be paid an allowance for being a fire warden, first aid officer or HSR.

Previous Clause 17 - Shoe Allowance (EBA 2021-2022)

This clause has been removed as payment of the Shoe Allowance is now included in composite rate.

Previous Clause 19 - SNT Cleaning Allowance (EBA 2021-2022)

This clause has been removed as payment of SNT Cleaning Allowance is now included in composite rate.

Annex C

- Workshop Health and Safety Representative - removed, superseded by Corporate Citizen Allowance
- Shoe Allowance - table updated to remove SNT Driver, noting that shoe allowance for SNT drivers and attendants is now part of the composite rate.
- SNT Contact Allowance (Attendant and Driver) - removed, now paid as part of the composite rate.
- SNT Cleaning Allowance - removed, now paid as part of the composite rate.
- Trainer Assessor Allowance - removed, superseded by change in classification and duty realignment as per 5.2 and 5.3 of schedule 2.
- Corporate Citizen Allowance - added, replaces the Fire Warden and First Aid allowances.
- Community Language Allowance- wording adjusted to align with updates to ACTPS common terms and conditions.

- Motor Vehicle Allowance - adjusted to align with updates to ACTPS common terms and conditions.
- Overtime Meal Allowance - adjusted to align with updates to ACTPS common terms and conditions.