ACT Government

Explanatory Notes:

What's different about the ACT Public Sector Education Directorate (Teaching Staff) Enterprise Agreement 2023-2026

Education Directorate

June 2023

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1. PURPOSE

This document explains the proposed main amendments to the ACT Public Sector Education Directorate (Teaching Staff) 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.

2. 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 the 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.

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)

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

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, exercise classes, and gym memberships among other expenses. Employees are not entitled to claim prescription medication, visits to their general practitioner, health insurance premiums, 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.

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 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. Where an employee holds more than one role, they will be eligible for payment of the allowance once only.

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 can typically 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.

C20, R3.10 and Annex C: Other allowances – Employer Initiated Transfer Allowance

The Employee Initiated Transfer Allowance will be available for Teachers Level 1 – Teacher Level 8 and will involve a one off payment of $2,500 for teachers transferring to schools were there is the highest need across the system.

SECTION D: Pay Related Matters

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

Office based School Leader A's will continue to be entitled to 5 days recovery leave.

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.

Under the amendments, employees may continue to request long service leave in blocks less than 7 days, with a minimum period of one day, with the approval of the delegate. 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 will continue to be 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 x 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 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 new 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 increase 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.

3. MAJOR AMENDMENTS: EDUCATION DIRECTORATE SPECIFIC CONDITIONS (SECTIONS N-Y)

SECTION N: Teaching as a Profession

Date	Jan-23	Jun-23	Dec-23	Jun-24	Dec-24	Jun-25	Dec-25
Increase	1.79%	1.00%	1.74%	1.50%	2.44%	1.00%	1.93%
HALT Payment	$6,814	$6,882	$7,002	$7,107	$7,280	$7,353	$7,495

N1: Professional registration

As an incentive for recently retired teachers or for teachers to return from long-term leave, these teachers will be eligible to seek reimbursement on their return to work for professional teacher registration and Working with Vulnerable People registration costs.

N1: New Educator development

In addition to the five day induction program available to new educators at the commencement of the school year, all new educators will participate in an induction program on commencement of their employment.

Where a new educator commences part way through the school year, the induction program may be scheduled during stand down or during a combination of stand down and the designated annual leave period.

A further one hour reduction in face to face teaching hours per week for new educators in their first three years, effective 27 January 2024, has been applied to the agreement.

N4: Developing classroom teachers

The development stages for classroom teachers has been updated to reflect the new Teacher Level classification structure. This has been amended to two stages for the purpose of targeting development and support. The stages are;

- New Educators
- Experienced Teachers

N6: Highly Accomplished and Lead Teacher (HALT)

The following are new or updated amendments to Highly Accomplished and Lead Teacher;

SECTION P: Core Role of Teachers

P1: Professional responsibilities of teachers

Release Time and Reasonable Breaks

A new provision has been included so that a classroom teacher generally requires 10 hours per week for curriculum planning, lesson preparation, assessment and reporting (release time). The new provision also requires that a classroom teacher be provided with no less than 3 hours per week (or an average of 6 hours a fortnight) of release time which must be scheduled during hours of student attendance generally between 8.30am and 3.30pm. These hours will be set aside for planning, preparation, assessment and reporting associated with teaching and learning activities.

Release time provisions will apply pro-rata to part-time staff and school leader staff.

Teachers will be entitled to access reasonable breaks during the working day free from any directed duties. The minimum break over a school day is 30 minutes within the first 5 hours of work and this is in addition to release time.

P2: The school year

Staff development days will be implemented on the first days of each term each year from 2024 for the life of the Agreement to support teacher planning, collaboration and professional development.

P3: The teaching year

The teaching year has decreased from 196 days to 193 days for preschool, primary and secondary sectors, and from 170 days to 167 days for colleges to account for the additional staff development days at P2.

P6: Face to face teaching loads

The maximum face to face teaching load for Classroom teachers in preschools and primary schools has been updated in line with the reduction under the previous agreement and is 21 hours face-to-face per week.

P8: Sustainable Management of Workload and Practice

The directorate is committed to workload reduction for teachers and has committed in the Agreement to establish a joint Sustainable Workload Management Committee (SWMC) with the AEU to review systems-level workload priorities and to clarify the work that must done by schools.

P9: Information and communication technologies

This clause enables the right for employees to disconnect from all work-related information and communications technologies outside of agreed hours of work. Clarification has been included that this clause applies to teachers and school leaders.

SECTION Q: Means of Engagement

Q1: Permanent employment

From the commencement of the Agreement, teachers are placed on the Classroom Teacher Classification Structure, and from 27 January 2024 the Teacher Level Classification Structure.

Any new starter from 27 January 2024 will be engaged under the new classification structure.

Q3: Casual employment

This clause has been updated to reflect casual teachers are eligible for paid Family and Domestic or Sexual Violence Leave in accordance with clause E23.

A new clause Q3.14 has been added to reflect eligible casual teachers will receive payment of up to 2 days professional development for induction, mandatory training, and other professional learning as determined by the directorate.

Q4: Permit to teach employees

A maximum of 6 weeks paid practicum leave (pro rata) is available to temporary permit to teach employees to enable them to undertake their final year practicum placement/s. Paid practicum leave for permit to teach employees will be paid at the same rate worked immediately before commencing paid practicum leave.

SECTION R: Workforce Management

R3: Teacher and school leader transfer

In consultation with the AEU, the directorate has committed to review the Procedures for Filling Classroom Teacher Vacancies within 12 months of the commencement of this Agreement and the School Leader Vacancies Guideline within 18 months of the commencement of this Agreement.

A new *Employee initiated transfer allowance* has been included which may apply to attract experienced teachers to schools where they are needed most across the system. The circumstances in which this allowance will be applied will be at the discretion of the head of service.

SECTION T: Office Based Teacher Conditions

T4: Flextime

The following are new or updated amendments under clause T4 in order to assist with the appropriate management of working hours and provide consistency with the updated flextime provisions across the ACT Public Service:

- Flextime continues to apply to office based teachers only.
- Flextime provides the framework for an employee's pattern of attendance at work to be varied according to the needs of the employee and the requirements of the work unit. It is not a system that is designed to increase or reduce the total number of hours that must be worked. Flextime is a system that operates on an honesty and trust basis, where an employee and manager must ensure the employee's hours of work are accurately recorded on a timesheet.
- Flextime arrangements must be in accordance with operational service requirements and work health and safety principles.
- 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.
- Flextime does not apply to office based School Leader As.

- 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.
- Flextime is not available to any of the following:
    - Casual employees.
    - Employees who are entitled to recovery leave in accordance with clause E24.
    - Any classifications under this Agreement, except office based teachers.

T9: Vacation child care subsidy

This clause applies to eligible office based teachers only (other than a casual employee or a temporary employee who has been engaged by the ACTPS for a period of less than 12 months) with school age children.

The Vacation Child Care Subsidy is a payment of $52.00 per day towards the cost of each school child enrolled in an accredited school holiday program for each calendar year subject to all the following conditions:

- The maximum payable per child over a 5-day period is $260.
- The maximum payable days per child per year is 10.
- The maximum number of children the benefit is payable for is 3.
- Payment will not be made without the production of a receipt(s).

SECTION U: School Psychologist

U3: Salary and conditions

The Senior Manager Clinical Practice classification has been included in this Agreement.

SECTION V: Recognition of Work and Life Responsibilities

V7: Purchased leave for office based teachers

Office based teachers, other than casual employees, are eligible to apply to purchase leave in accordance with clause E9.

SECTION W: Other Matters

W3: Recall to duty during annual leave

In circumstances where the Head of Services may recall a teacher or school leader to duty during a period of designated annual leave the teacher or school leader will be eligible to have their annual leave re-credited.

W10: Birrigai@Tidbinbilla

With agreement of both parties, the *Birrigai@Tidbinbilla Agreement* can be amended at any time throughout the life of this Agreement.

SECTION X: Structural Matters

X1: Classification and local designations

The current classifications contained in the table in this clause have been updated to reflect the new Teacher level Classification Structure as follows:

Current Classifications	Local Designations
Classroom Teacher/Teacher Level	Teacher Teacher Librarian
School Leader C	Executive Teacher Executive Officer Project Officer
School Leader B	Deputy Principal Director Senior Project Officer
School Leader A Level 1	Principal Senior Director Principal Project Officer
School Leader A Level 2	
School Leader A Level 3	
Director School Improvement	Director School Improvement
School Psychologist	School Psychologist Senior Psychologist Manager (Psychologist) Senior Director Clinical Practice

X2: Classroom Teacher and Teacher Level Classification Structure

A new table has been inserted to reflect the transitional arrangements for classroom teachers moving from the current Classroom Teacher Classification Structure to the new Teacher Level Classification Structure as follows:

Current Classifications	New Classifications
Classroom Teacher 2 (New Educator)	Teacher Level 1 (New Educator)
Classroom Teacher 3 (New Educator)	

Classroom Teacher 4 (New Educator)	Teacher Level 2 (New Educator)
Classroom Teacher 5	
Classroom Teacher 6	Teacher Level 3 (New Educator)
Classroom Teacher 7	Teacher Level 4
Classroom Teacher 8	Teacher Level 5
Classroom Teacher 9	Teacher Level 6
Classroom Teacher 10	Teacher Level 7
New Classification	Teacher Level 8

On 27 January 2024, Classroom Teachers will progress to the next increment under the existing classification structure and will transition at level to the new Teacher Level Classification Structure.

Classroom Teachers currently at the top increment (CT10) will transition to Teacher Level 7 on 27 January 2024, and will be eligible to progress to the next increment of Teacher Level 8 on 27 January 2025.

Section Z: Director School Improvement

Z1: Rates of pay

The Special Employment Arrangements pertaining to the Director School Improvement classification will cease effective 6 December 2023 and effective 7 December 2023, the allowance payable under the Special Employment Arrangement agreement will be incorporated into the base salary for Director School Improvement.

ANNEX A

Annex A has been updated to reflect the following:

- The new Teacher Level Classification Structure
- The effective dates and transitional arrangements for the existing Classroom Teacher Classification Structure and the new Teacher Level Classification Structure
- The pay increases outlined in clause C2 (the ACT Government's pay offer) have been applied to all classifications.
- An additional increment in the School Leader C and School B classifications, including transitional arrangements.
- An additional 2% pay increase to the School Lead A classifications effective 27 January 2025.

Further detail for each classification is outlined below.

Classroom Teacher classification structure and pay

- The ACT Government's pay offer has been incorporated into the existing classification structure which will apply until 26 January 2024.
- On 27 January 2024, employees classified as classroom teachers will receive their increment under the classroom teacher classification structure and will transition to the equivalent level in the Teacher Level Classification Structure.
- The new classification structure incorporates;
    - Increased introductory pay for new educators

    - Reduced number of classifications from nine to eight, providing accelerated progression to the highest increment for all teachers.
    - Higher pay for 3rd and 4th year teachers
    - The introduction of a higher pay increment (TL8)
- CT10 teachers will migrate to TL7 as at January 2024. TL7s will be eligible for incremental advancement to TL8 on 27 January 2025.
- The ACT Government pay offer has been incorporated into the classification structure commencing 27 January 2024.

School Leader classification structure and pay

- The ACT Governments pay offer has been incorporated into the existing classification structure which will apply until 26 January 2024.
- On 27 January 2024, School Leader Bs and School Leader Cs will transition to School Leader B1 and School Leader C1 respectively and will be eligible for incremental progression to School Leader B2 and School Leader C2 respectively on 27 January 2025.
- The ACT Government pay offer has been incorporated into the classification structure commencing 27 January 2024.
- From 27 January 2025, all School Leader A classifications receive an additional 2 per cent increase to their salaries.
- School Leader A/Principal classification levels are determined by the Schools Weighted Index (SWI) and incremental progression does not apply.

Director School Improvement

- The ACT Governments pay offer has been incorporated.

The Special Employment Arrangements will cease effective 6 December 2023 and effective 7 December 2023, the allowance payable under the Group Special Employment Arrangement agreement will be incorporated into the base salary for Directors School Improvement.

School Psychologist

- The ACT Governments pay offer has been incorporated.
- The Senior Manager Clinical Practice has been incorporated into the classification structure for school psychologists and was not previously included within the Agreement.

Casual Teacher daily rate and index

- The ACT Governments pay offer has been incorporated.
- Effective 27 January 2024, the daily rate for casual teachers will increase to attract and retain casual teachers in ACT public schools.
- All casual loadings are included within the casual teacher daily rates.
- For the purposes of calculating the indexation of the casual teacher daily rate, all flat rate increases under the ACT Government pay offer have been converted to a daily rate prior to being applied.

4. 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, Standard Hours.
- Updates for consistency with the Fair Work Act 2009 and National Employment Standards where relevant.
- Delegation powers of the head of service.