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This document explains

Duties Allowance. Under the Agreement, an employee who performs higher duties for one day or more is eligible for the allowance.

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.

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 ACTPS 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 ACTPS head of service declares that the emergency event has ended.

A new health and wellbeing reimbursement payment has been introduced to eligible employees 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.

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.

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.

It is proposed to remove this clause as employees at Senior Officer A and B equivalent classifications are proposed to be entitled to flextime.

Long service leave provisions have been revised to ensure consistency with legislation. Long Service Leave entitlement and provisions previously located in the [redacted] and the [redacted] 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.

In line with the Government's commitment to support employees with disability, the Agreement maintains days of

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 chief executive who will determine the appropriate outcome.

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.

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.

The Agreement clarifies processes around reassignment, transfer, and suspension. The chief executive 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 chief executive considers that, in the circumstances, it is appropriate to consider a longer period of suspension. The suspension must be reviewed every 30 days unless the chief executive considers that, in the circumstances, it is appropriate to consider a longer period of suspension.

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.

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

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 ACTPS 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.

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.

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

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.

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

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