

Explanatory Notes:

What's different about the ACT Public Sector Canberra Institute of Technology (Educator) Enterprise Agreement 2023-2026

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PURPOSE

This document explains the proposed main amendments within the ACT Public Sector Canberra Institute of Technology (Educators) 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 CIT workforce which are further detailed below.

STRUCTURE

CIT has adopted the structure of other ACTPS Agreements, including the CIT general staff EA, which provides all applicable ACTPS common terms and conditions in Sections A to L and CIT-specific conditions at Section M.

Aside from the major CIT-specific changes listed towards the end of this document, all conditions and entitlements previously incorporated throughout the CIT Agreement have been relocated to Section M without change to provisions.

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

Key Information

A4: Duration

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

C2: RL

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.

A8: Flexibility Term

CIT has amended the flexibility term to allow the use of Individual Flexibility Arrangements for CIT employees to participate in pilot programs in line with clause M46.

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

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Through delegate approval, employees may be reimbursed up to \$100 per annum for

- 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 CIT 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 chief executive 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.

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,

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.
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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

M46: Pilot Options

CIT and the Australian Education Union (AEU) agree to work together over the life of this Agreement to develop a new system/industrial framework to improve management of employees' working contribution and workload.

Under this new clause employees will be able to elect to enter an 'individual flexibility arrangement' to participate in pilot programs as established in consultation with the union. This arrangement applies to the following provisions listed under clause A8 (Flexibility Term):

- Sessional Employment Arrangements (Clause M13 -)
- Record Keeping (Clause M16 -)
- Hours and Attendance (Clause M18 -)
- Direct Teaching Activities and Coordination (Clause M20 -)
- Overtime (Clause M40 -)
- Managing Educator Time and Workload (Clause M21 -)
- Flextime (Clause M24 -)
- Paid Non-Attendance (Clause M25 -)
- Reduction in Teaching Load for Learning and Development (Clause M28 -)
- Employee Development (Clause M11 -)
- Recognition of Teaching Hours while on Leave (Clause M44 -)
- Higher Education (Clause M36 -)

Other Changes

M8: Christmas Shutdown

A new provision has been included to provide for consistent application of shutdown processes across all CIT workplaces. This new provision states that only those employees who are directed or rostered to work during this period may attend for work.

M10: Qualification Requirements

Employees at the Educator Level 2 classification may now be engaged without relevant industry experience and vocational qualification to fulfil specific needs. Consultation with the AEU is required ahead of the engagement.

This clause has now reduced the timeframe available to new employees to complete the Cert IV TAE from 18-months to 12-months.

M17: Casual Employment Arrangements

All primary terms of employment for casual employees are now contained in this clause.

The inclusive rate of pay for casual employees will be abolished from 1 January 2024 or the commencement of the Agreement, whichever is the latter, and replaced with an hourly rate, inclusive of a 25% loading.

To account for this change, the existing limit to casual engagement has been raised from 8 hours to 14.7 hours.

Provisions allowing casual employees to 'trigger' their role to be advertised for temporary or permanent filling have been removed due to similar arrangements operating under the ACTPS Secure Work process.

All classification levels may be engaged on a casual basis with a rate of pay set out in Annex A.

M19: Right to Disconnect

New clause to recognise and support the right for employees to disconnect from all work-related information and

M25: Paid Non-Attendance

New subclause contains a commitment to develop Guidance to Managing Workloads in consultation with the AEU. This guidance will provide detail on how PNA operates.

M37: New Educator Development

New clause providing commitment to the development of new educators.

This clause also contains a commitment to develop Guidance to Managing Workloads for New Educators Development, created by CIT in consultation with AEU.

M39: Higher Duties Allowance

This clause now provides payment of HDA at set percentages based on the proportional duties an employee is expected to perform.

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.

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.

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.
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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 -06 T1 0 0 1 162.62 655.06 Tm25Dictionary updates