



**ACT**

Government

Chief Minister and Cabinet

All Bargaining Representatives  
ACT Government

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I am writing to confirm the ACT Government's offer extended at the Bargaining Forum meeting of 9 June 2011 to bargaining representatives for the next round of ACTPS 'general clerical' enterprise agreements.

In summary the Government proposes, as follows, that:

1. The clauses noted below are to be removed from the Common Terms and Conditions because they either duplicate provisions in the *Fair Work Act 2009* (FW Act) or are matters that are more appropriately located in public sector law. They are:

- |         |                            |
|---------|----------------------------|
| 1. A9.1 | Termination of Agreement   |
| 2. B1.1 | Employment Types           |
| 3. B13  | Filling nominal vacancy    |
| 4. B3.1 | Joint Selection Committees |

(An explanation of these proposed changes is set out in the Attachment to this letter.)

2. There is a commitment to examine clause A2 of the Common Terms and Conditions to simplify and clarify the broad objectives of the agreement and remove some of the existing prescriptive detail or material that duplicates provisions set out elsewhere in the agreement.
3. In those cases where 'good corporate citizen' allowances are paid for roles other than First Aid and the Linguistic Availability/Performance, that these be phased out within twelve months on the basis that they are inconsistent with general practice across the Service. Examples include allowances paid to some employees in particular directorates acting as fire wardens and Working in Safe Environment (WISE) coordinators.
4. The drafting error of providing a substitute public holiday on the following Monday when Anzac Day (25 April) falls on a Saturday be corrected as it is inconsistent with the *Holidays Act 1958*.
5. The redundancy provisions in the Common Terms and Conditions are amended to clarify that an excess officer who does not accept voluntary redundancy is entitled to a seven month retention period; the duration of which will be reduced by an amount equivalent to any NES redundancy entitlement the officer may have.

In return, the Government seeks acceptance of its position on quantum of 3.0% pay increase per annum for agreements of two years duration.

As the Government is keen to progress the negotiations, this offer is made with a strict deadline for formal responses of **23 June 2011**.

I reconfirm that the Government's position is not to provide back pay, and that we remain keen to finalise negotiations prior to the nominal expiry date.

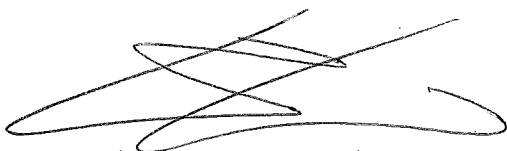
I also confirm that the Government remains open to the inclusion of an appropriate clause within the agreement regarding consultation over implementation of industrial matters arising from the Hawke Review of the ACTPS. However, I note that existing consultative provisions may be considered adequate by bargainers and that an additional clause is therefore not warranted.

If the offer is accepted, it is proposed that it be confirmed through a written understanding with bargaining representatives and proceed as soon as possible to a vote subject to consideration of Directorate schedule matters and, also, technical and operational amendments to the Common Terms and Conditions under consideration by the Drafting Group.

If not, the Government will continue in good faith to pursue its agenda of modernising the ACTPS employment framework by consideration of all provisions in current ACTPS agreements.

Please note in respect of those occupation-specific agreements currently under negotiation elsewhere across the ACTPS that the Government's position on quantum and conditions for those occupational groupings will be confirmed separately.

Yours sincerely



Andrew Cappie-Wood

Director-General

18 June 2011

## ATTACHMENT

### **NOTES ON GOVERNMENTS PROPOSALS – 9 JUNE 2011**

#### **A9.1 – Termination of Agreement**

The Government agreed to include this clause in the 07/10 agreements. The clause was developed specifically as a response to controversial provisions that were included in the workchoices legislation. These provisions enabled an employer to unilaterally terminate an agreement once it had reached its expiry date after giving 90 days notice – s393.

Significantly, there was no scope for the AIRC to be involved in the process. Nor was there any scope for the views of employees and unions to be even considered.

These workchoices provisions are not included in the FW Act. In fact there is no right for an employer to unilaterally terminate an agreement. For this reason there is no longer any need for clause A9.1.

All that is needed is a clause that states that the agreement may be terminated in accordance with the FW Act ie the same as the clause about variation of the agreement.

#### **B1.1 – Types of Employment**

This clause refers to how persons are engaged under the PSM Act. Matters dealing with how people are employed in the Service are quite properly already located in the PSM Act; they are dealt with comprehensively in the Divisions 5.3 and 5.7 of the PSM Act.

The enterprise agreements already contain specific definitions of the various categories of employees (eg employee, officer, casual employees, temporary employees, long term temporary employees). This is necessary to help identify which employees are entitled to specific conditions of employment.

These provisions are therefore not essential to establishing entitlements which the various categories of employees have under the enterprise agreements.

Other provisions in the enterprise agreements identify clearly which categories of employees are entitled to particular terms and conditions in the agreement. For example, there are now specific eligibility or application provisions included under the revised format for all of the

leave types, including other leave. There are also provisions at the commencement of the sections on under-performance, discipline and internal review that identify which employees are covered by these sections.

### **B13.1 – Filling Nominal Vacancies**

This clause deals with the managing of staffing issues. As such it is properly a matter for the PSM Act and Standards.

### **B3.1 Selection Committees**

This clause deals with the composition of Joint Selection Committees and should be located in the PSM Act and Standards and not duplicated in enterprise agreements.

As a result of amendments made earlier this year, the PSM Standards now contain comprehensive provisions dealing with selection committees and related issues - see Part 3.3. These cover the establishment and composition of Unions JSC's and Management JSC's.