

**ACT Department of Education and Training
Teaching Staff Certified Agreement
2004 - 2006**

**Certified: 20 August 2004
Expires: 1 March 2006**



Australian Capital Territory

EDUCATION AND TRAINING

ABN: 71 506 957 312

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PART 1 – SERVICE WIDE CONDITIONS

1. Preamble

- 1.1 The parties acknowledge that the Government's strategy for enterprise bargaining in the ACT Public Service is to achieve more equitable pay outcomes for all employees and, wherever feasible and agreed by the department and the AEU, to reduce the number of certified agreements. Accordingly, this agreement will cover all teachers in the ACT public education system including principals.
- 1.2 With this in mind, the objectives of this Agreement are to:
 - (a) Provide a fair and equitable pay outcome;
 - (b) Provide fair and equitable entitlements and consistency in conditions across the ACT Public Service;
 - (c) Foster relationships between the parties to this Agreement that are based on mutual respect, trust and a preparedness to consider alternative viewpoints;
 - (d) Promote a balance between work and personal commitments;
 - (e) Provide a safe and healthy workplace; and
 - (f) Provide rewarding jobs and ensure that all employees are appropriately valued and rewarded.
- 1.3 The department is committed to achieving an environment where employees feel valued for the contribution they make to achieving organisational goals.
- 1.4 The parties will continue to consult on effective ways of recognising and rewarding the achievement of individuals and work groups.

2. Building Quality Public Education for the ACT

- 2.1 The parties share a commitment to building and promoting a high quality public education system in the ACT.
- 2.2 Important features of ACT Government schools and preschools will be:
 - (a) teachers who aspire to the achievement of the highest of professional standards in teaching practice;
 - (b) the achievement of successful student outcomes in all government schools and preschools;
 - (c) an improved career structure for teachers that will support professional growth and initiatives;
 - (d) effective and accountable school leadership;
 - (e) induction programs to support new teachers and those assuming leadership positions in schools and preschools;
 - (f) the continuation and further development of the Enhancing Quality Teaching Program (ACT Department of Education and

Community Services (Teaching Service) Certified Agreement 2000-2003 – Part 3); and

- (g) the continuation of Enhancing Professional Leadership (ACT Department of Education and Community Services Principals Certified Agreement 2002-2003 – Part 5).

2.3 The parties have agreed to a significant range of reforms and measures that will strengthen the public education system in the ACT and the teaching profession within it. Specific matters agreed include:

- (a) The implementation of Individual Student Pathways Plans;
- (b) Building learning communities in schools;
- (c) Revised school budget classification and remuneration structure for principals to be undertaken in 2004;
- (d) The implementation of a School Leadership Group (incorporating principal, deputy principal and executive teacher positions);
- (e) The continuation of professional learning funds for teachers and principals (refer to previous agreements); and
- (f) New support arrangements for beginning teachers in their first three years.

3. Teaching as a Profession

3.1 The parties reaffirm their commitment to promoting quality teaching practices as a universal feature of the ACT government school system.

3.2 It is agreed that teachers who practice in a professional manner:

- (a) Are committed to students and their learning. This means they know, understand and are able to take account of the diverse social, cultural and special learning needs backgrounds of their students and the influences these have on teaching and learning. They know how to structure learning to take account of these differences.
- (b) Know their subjects, how to teach their subjects and the relationship to the whole school curriculum and pathways for students.
- (c) Are responsible for managing and monitoring student learning. They plan for learning and utilise a range of formative and summative assessment techniques to report on learning and inform their planning.
- (d) Understand the interaction between assessment, curriculum and learning.
- (e) Are aware of teaching approaches (and developments) used with students in age ranges other than those they usually teach.
- (f) Are committed to maintaining their professional knowledge and teaching skills, thinking systematically about their practice and (continuously) learning from their experience.
- (g) Are members of learning communities.

- (h) Have professional responsibilities outside the normal hours of attendance at school.
- (i) Integrate cross curriculum perspectives in their teaching practice.

3.3 Furthermore, a professional teacher:

- (a) Exhibits high standards of personal and professional behaviour in the workplace and in all aspects of their professional relationships with students and fellow officers.
- (b) Upholds high professional ethics with regard to their own conduct and that of others. They respect their students and value their diversity. They act professionally at all times in their dealing with students, peers, and members of the profession and members of the community.
- (c) Acts as a mentor to new teachers in promoting teacher effectiveness and student learning.

Section A - Technical Matters

4. Title

- 4.1 This Agreement, made under Section 170 LJ of the Workplace Relations Act 1996, will be known as the *ACT Department of Education and Training Teaching Staff Certified Agreement 2004-2006*.

5. Persons Bound and Parties

- 5.1 In accordance with Section 170 M of the Workplace Relations Act 1996, the persons bound by this Agreement are:
- (a) the Chief Executive of the ACT Department of Education and Training on behalf of the Australian Capital Territory;
 - (b) all persons whose employment is, at any time when the Agreement is in operation, subject to the Agreement; and
 - (c) the Australian Education Union.
- 5.2 The parties to this Agreement are:
- (a) the Chief Executive of the ACT Department of Education and Training on behalf of the Australian Capital Territory; and
 - (b) the Australian Education Union.

6. Duration

- 6.1 This Agreement will commence operation on the date of certification by the Australian Industrial Relations Commission and remain in force until 1 March 2006.
- 6.2 The parties will commence negotiations for a new Agreement no later than 6 months prior to the nominal expiry date, with a view to settling a replacement Agreement.

7. Relationship with Agreements, Legislation and Awards

- 7.1 This Agreement replaces and supersedes in entirety all the terms and provisions of the following Agreements, in so far as these apply to employees covered by this Agreement:
- (a) ACT Department of Education & Community Services (Teaching Service) Certified Agreement 2000-2003 (C No 90324 of 2000)
 - (b) ACT Department of Education and Community Services, Principals, Certified Agreement 2002-2003 (AG2002/2942)
 - (c) Australian Capital Territory (Enterprise Bargaining – Teachers) Agreement 1994 (C No. 90163 of 1994)

7.2 This Agreement will be read in conjunction with:

- (a) the Workplace Relations Act 1996 (cth);
- (b) the Occupational Health and Safety Act 1989;
- (c) the Holidays Act 1958;
- (d) the Public Sector Management Act 1994;
- (e) the ACT Education Act 2004; and
- (f) the Public Sector Management Standards.

7.3 This Agreement prevails over the Holidays Act 1958, the Public Sector Management Act 1994 and the Public Sector Management Standards to the extent of any inconsistency.

7.4 This Agreement is read and applied in conjunction with all applicable Awards and Legislation, which apply to the ACT Department of Education and Training as varied from time to time. The Agreement wholly replaces other Awards.

7.5 Awards which currently apply to the department are:

AW768818	Australian Capital Territory Government School Teachers' Award 1999
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7.6 Where there is any inconsistency between this Agreement and an applicable Award, the terms of this Agreement will prevail.

8. Definitions

8.1 In this Agreement:

ACTPS means the Service established by Section 12, Division 2 of Part II of the Public Sector Management Act 1994.

AEU means the Australian Education Union ACT Branch

Agreement means ACT Department of Education and Training Teaching Staff Certified Agreement and includes all Schedules and Attachments.

AIRC means the Australian Industrial Relations Commission.

Appeal Panel means the panel established under the provisions at Section L.

Applicable Award means an Award of the AIRC referred to in this document.

Chief Executive means a person engaged under Section 28, Division 4 of Part III of the Public Sector Management Act 1994, as the Chief Executive of the department, and includes Chief Executive Officer of Department of Education and Training.

Commissioner for Public Administration means the person appointed under subsection 18(1), Division 2 of Part III of the Public Sector Management Act 1994.

Consultation means providing relevant information to employees and their representatives. It means more than a mere exchange of information. For consultation to be effective the participants must be contributing to the decision making process not only in appearance but in fact.

Delegate means the Chief Executive or the person authorised by the Chief Executive to perform specific functions under this Agreement.

Domestic Partner means someone who lives with the person in a domestic partnership, and includes a spouse of the person.

Domestic Partnership means a relationship between two people, whether of a different or the same sex, living together as a couple on a genuine domestic basis.

Employee means a person employed by the Territory in the department under the Public Sector Management Act 1994, excluding employees engaged as Chief Executives or Executives under Sections 28 and 72 of the Public Sector Management Act 1994.

Immediate family means:

- (a) a domestic partner (including a former domestic partner);
- (b) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or domestic partner of the employee; and
- (c) a person related to the employee by Aboriginal and/or Torres Strait Islander kinship structures.

Manager means a person who has responsibility for planning, organising and leading a work unit or group activity.

PSM Act means the Public Sector Management Act 1994 as varied.

Short-term temporary employee means an employee engaged under s106 of the Public Sector Management Act 1994 for a period of less than 12 months.

Supervisor means a person who has direct supervisory responsibility for one or more employees in a work unit or group activity.

Union means the Australian Education Union ACT Branch.

WCC means the Workplace Consultative Committee established under clause 11 of this Agreement.

WR Act means the Workplace Relations Act 1996, as varied.

9. Variation to Agreement

9.1 In the event that variations to this Agreement, not already provided for in this Agreement, are necessary, this Agreement may be varied in accordance with the WR Act.

10. Closed Agreement

10.1 This Agreement constitutes a closed agreement in settlement of all claims for its duration. Therefore, during the life of this Agreement, there will be no further claims except where consistent with the terms of this Agreement and agreed between the parties.

11. Scope to Vary Agreement

11.1 The parties agree that, consistent with the principles and objectives outlined in Clauses 1, 2 and 3, further Agreements or flexibility schedules to this Agreement may be negotiated.

11.2 Accordingly, this Agreement may be altered, added to or varied, to reflect reforms arising from the processes of consultation and negotiation and agreed by the parties. The parties also reserve the right to vary this Agreement to reflect Test Case decisions of the Australian Industrial Relations Commission.

11.3 This Agreement may also be varied where the department becomes responsible for new functions and categories of work or to include additional parties.

11.4 The variations to this Agreement shall have effect only if they are approved by:
(a) the parties to this Agreement; and
(b) the AIRC under section 170MD of the Australian Workplace Relations Act 1996.

12. Consultation

12.1 The parties are committed to effective consultation and employee participation in decisions that affect an employee's employment. This is essential to the successful management of change.

- 12.2 Where there are proposals by the department to introduce changes in the organisation or to existing work practices, the department will consult with affected employees and AEU.
- 12.3 This will involve the department providing relevant information to assist the employees and the unions to understand the reasons for the proposed changes and their likely impact so that the employees and the unions are able to contribute to the decision making process.
- 12.4 For this purpose, adequate time will be provided to employees and unions to consult with management and for AEU to consult with members.
- 12.5 Existing formal consultation meetings between the department and the AEU will continue.
- 12.6 Where agreed by the parties additional levels of consultation, such as a workplace consultative committee, will be established.
- 12.7 Existing local consultative arrangements will remain in place until they are replaced by any new consultative arrangements.
- 12.8 The unions recognise the right of the Government to determine budgets, but the AEU retain their industrial and other options to address Government budget decisions.

13. Dispute Avoidance/Settlement Procedures

- 13.1 The objective of these procedures is the prevention and resolution of disagreements about the interpretation or implementation of this Agreement in a reasonable time, by measures based on the provision of information and explanation, consultation and cooperation.
- 13.2 The parties will take reasonable internal steps to prevent and explore all avenues to seek resolution of disagreements.
- 13.3 Pre dispute work arrangements and patterns will apply during the dispute resolution process unless there is a reasonable concern by the employee about an imminent risk to his or her health or safety. In these circumstances, employees will not work in an unsafe environment but, where appropriate, may accept reassignment to alternative suitable work consistent with their classification levels in the meantime.
- 13.4 Any party to the disagreement process may seek advice and/or include the involvement of a union or other independent representative to assist during any stage of the process.

13.5 Resolution Process:

In the event there is disagreement about the interpretation or implementation of this Agreement, the following steps will be applied.

Step 1: A disagreement about the interpretation or implementation of this Agreement is identified by an employee or employees or AEU and notified to the manager.

Step 2: This step will commence within 7 days of notification of the dispute. Where appropriate, the relevant employee(s) and the AEU will discuss the matter with management. Should the dispute not be resolved, it will proceed to the next appropriate management level for resolution.

In instances where the dispute remains unresolved, the appropriate level of management and the AEU or employees will be notified and a conference will be arranged and a course of action for resolution will be discussed

Step 3: If the issue remains unresolved after Step 2, then it may be referred to:

- (a) the AIRC by any party for settlement of the issue; or
- (b) a private mediator agreed between the parties, for determination.

13.6 Unless the parties agree to the contrary, the AIRC will, in responding to notification, have regard to whether the parties have, in good faith, undertaken the previous steps of these procedures. The AIRC, by this Agreement, is empowered to settle the matters in dispute by conciliation or arbitration under s170LW of the WR Act or a recommendation by consent under Section 111AA of the WR Act.

13.7 The AIRC's decision will be accepted by the parties subject to legal rights of appeal.

14. Right of Entry/Freedom of Association

14.1 Division 11A of the WR Act prescribes the purpose and manner in which unions may exercise right of entry provisions in the workplace. The department recognises the legitimate right of unions to represent those employees who are members, or eligible to become members, and will grant access in accordance with the WR Act, providing that work is not disrupted, for normal union business or to represent employees. Union officials are also able to enter the workplace to distribute or post promotional material provided that work is not disrupted.

- 14.2 Nothing in this clause will affect the right of union officials to meet with management or members, or otherwise enter the premises on legitimate union business at times reasonable to the parties. In particular, AEU delegates and/or officials will have the right to enter a workplace:
- (a) to meet with new employees who are members or who are eligible to become members of the AEU at an agreed time during normal working hours. The department will advise the new employees of the agreed meeting time; and
 - (b) to attend any face to face induction of new employees, the details of which will be advised with reasonable notice by the department to the AEU. The department will provide all new employees with some form of induction program.
- 14.3 For the purposes of clause 14.2, the AEU may provide the department with information about their organisation which will be included by the department in each induction package given by the department to new employee(s).
- 14.4 Membership of a union is voluntary and employees will not be treated differently because they are, or are not, members of a union.
- 14.5 If a union requests it, then their members will, if they choose, have union subscription fees automatically deducted from their salary for payments to the union under the arrangements in place in the department, as at the time of certification of this Agreement.

15. Co-Operation and Facilities for Union Representatives and Employee Representatives

- 15.1 Reasonable access to department facilities, including the internal courier service, email (including access to the ACT Government Email list), telephone, facsimile, photocopying, access to meeting rooms and storage space, will be provided to union delegates and employee representatives to assist them to fulfil their obligations, duties and responsibilities having regard to the department's operational requirements and resource issues. Such facilities will only be used in accordance with published government policies and for union business other than for industrial action.
- 15.2 In addition to the department facilities outlined in clause 15.1, where available, union delegates and employee representatives will be able to establish designated Outlook public folders which will provide a collaborative electronic workspace to improve the flow of information.
- 15.3 Union delegates and employee representatives will be provided with adequate time, as required by the responsibilities of the position, to undertake their representative duties during normal working hours

within the workplace. While these duties would normally be expected to be performed within the workplace, on occasions the union delegate or employee representative may be required to conduct these duties external to the workplace.

16. Attendance at Industrial Courses and Seminars

16.1 Leave will be granted to employees to attend short training courses or seminars on the following conditions:

- (a) that operating requirements permit the granting of leave;
- (b) that the scope, content and level of the short courses are such as to contribute to a better understanding of industrial relations;
- (c) leave granted under this clause will be with full pay, not including penalty payments or overtime; and
- (d) each employee will not be granted more than 15 days leave in any calendar year.

16.2 If the employee has applied for leave under clause 16.1 and the application was rejected because of operational requirements, approval of any subsequent application for leave by the employee under clause 15.1 will not be withheld unreasonably, provided that the employee gives the Manager/ Supervisor at least 14 days notice in writing.

16.3 Any short course conducted or accredited by a relevant employee organisation (for example the Australian Council of Trade Unions and the Trades and Labour Council) will be accepted as complying with the condition in clause 16.1.

16.4 Leave granted for this purpose will count as service for all purposes.

17. Diversity in the Workplace

17.1 The department recognises and encourages the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. The department aims to ensure that this diversity is used in appropriate employee contribution to effective decision making and delivery of client service.

17.2 The department will work with employees to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religious belief, political opinion, national extraction or social origin. Harassment of any kind will not be tolerated.

17.3 Where a discrimination or harassment issue arises, the department will take quick action to address the issue.

18. Volunteering

- 18.1 The parties recognise the community partnerships between ACT Government agencies and their volunteers and the valuable contribution to the ACT community that volunteers make.
- 18.2 Subject to operational requirements, the department will support employees who take part in volunteering activities.

19. Mature Age Employment Strategy

- 19.1 The parties acknowledge the importance of a diverse workforce in the department, including the continuing participation, where mutually convenient, of mature age employees.
- 19.2 The parties also acknowledge that a Mature Age Employment Strategy Working Group is preparing an issues paper for the consideration of Government.
- 19.3 Any outcomes of the issues paper endorsed by the Joint Council will be referred to the Management Council for information and to relevant Chief Executives for implementation.
- 19.4 The department will inform the AEU of any outcomes endorsed by the Joint Council.

Section B – Rates of Pay and Pay Related Matters

20. Pay Increases

- 20.1 Pay increases will be in accordance with the classifications and rates of pay as set out in Appendix 1 – Salaries and Allowances.
- 20.2 Teacher in Charge and Special Education Allowances will be adjusted in accordance with the increases provided for in clause 20.3(b), (c) and (d).
- 20.3 The following pay increases will apply for all classifications covered by this Agreement, other than casual relief teachers and casual interns, over the life of the Agreement:
- (a) 3.5% - 6.87% from 1 October 2003 (application of the percentage differential is outlined in Attachment 1);
 - (b) 5% from 1 March 2004;
 - (c) 4% from 1 October 2004; and
 - (d) 3% from 1 July 2005.
- 20.4 Casual relief teachers will be paid in accordance with the rates of pay and increases as set out in Appendix 1 – Salaries and Allowances.
- 20.5 Casual interns will be paid \$140 per day from 1 July 2004. Subsequent increases will be in line with 20.3.
- 20.6 Each pay increase, excluding that to be paid on 1 October 2003, will commence from the first full pay period on or after the prescribed date.

21. Superannuation

- 21.1 The parties note that the Commonwealth Government has indicated its intention to establish new arrangements to provide employees with greater choice and control over their superannuation.
- 21.2 In the event of changes to superannuation legislation during the life of this Agreement, the Territory will consult with unions regarding the changes.
- 21.3 There will be no detrimental changes to the superannuation entitlements of existing employees under the Commonwealth Superannuation Scheme and the Public Sector Superannuation Scheme.

22. Flexible Remuneration Packaging

- 22.1 Voluntary access to flexible remuneration packaging will be made available to employees on a salary sacrifice basis in accordance with

policies and guidelines issued by the Commissioner for Public Administration from time to time.

- 22.2 All costs incurred as a result of remuneration packaging under these provisions will be met by the employee.
- 22.3 The employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in flexible remuneration packaging.
- 22.4 Changes to flexible remuneration packaging arrangements, including taxation changes, will not be a cause for further claims against the employer.
- 22.5 The department will continue to provide appropriate information to employees concerning flexible remuneration packaging.

Section C – Allowances

23. Expense and Skill Related Allowances

- 23.1 Details of specific expense and skill related allowances are set out in Section R– Allowances and Payments
- 23.2 Rates for expense and skill related allowances provided for in this Agreement are set out in Clause 188, Appendix 1 – Salaries and Allowances. These rates replace in their entirety any rates set out in the Award or other instruments. Allowances payable to employees covered by this agreement that are not included in Clause 188 will be paid at the rates set out in the relevant Award.
- 23.3 The rates for the Motor Vehicle Allowance will be adjusted in accordance with advice from Chief Minister’s Department.

24. Relocation Allowance

- 24.1 Provision of Relocation Allowance is considered on a case by case basis for all classifications. The general considerations for the payment of this allowance will include:
- (a) reimbursement of reasonable costs;
 - (b) individual circumstances, including number of dependants and location an employee moves from;
 - (c) recruitment considerations; and
 - (d) system needs.
- 24.2 Individuals should not incur costs with an expectation of payment without prior authorisation from the Manager, Workforce Management.

Section D – Job Security

25. Outsourcing/Use of Contractors

- 25.1 The parties are committed to promoting permanent employment within the ACTPS.
- 25.2 In line with the ACT Government's policy of minimising the use of consultants/contractors (including labour hire groups) within the public sector, a Joint Working Party will provide advice and recommendations to the Joint Council about strategies:
- (a) to minimise the use of consultants/contractors across the ACTPS;
 - (b) to minimise the use of sub-contractors and increase the use of direct employment of workers across the ACTPS;
 - (c) to review and assess outsourced services with the ambition of returning these to direct ACT Government provision where the review demonstrates a beneficial outcome to the community;
 - (d) to support direct employment relationships, but where sub-contractors are operating, that industrial and legal mechanisms to protect their rights, be developed and implemented; and
 - (e) to jointly review the operation of the purchaser-provider model and make recommendation about the implementation of alternative models.
- 25.3 This Joint Working Party will:
- (a) consist of 3 Union and 3 Government representatives;
 - (b) be chaired by a Government representative;
 - (c) provide written reports to each Joint Council meeting; and
 - (d) be provided with quarterly reports on the use of consultants/contractors across the ACTPS. The first of these reports will be provided by the end of January 2005.
- 25.4 Any recommendations of the Joint Working Party endorsed by the Joint Council will be referred to the Management Council for information and to relevant Chief Executives for implementation.
- 25.5 The Agency will:
- (a) inform the AEU of any recommendations endorsed by the Joint Council; and
 - (b) provide the AEU with regular reports on the use of consultants/contractors in the Agency. The first of these reports will be provided by the end of January 2005.
- 25.6 The Agency will effectively implement the Government's procurement policy, and, in line with that policy, will ensure that the employees of

any consultants/contractors the Agency proposes to engage receive fair and reasonable pay and conditions, having regard to any applicable industrial instruments, including Awards and Certified Agreements of the AIRC.

26. Casual and Temporary Employment

26.1 In line with the Government's policy to promote permanent employment in the ACTPS, the department will endeavour to minimise the use of temporary and casual employment.

26.2 Casual and temporary employment arrangements will be managed in accordance with PART 2 Section O - Means of Engagement.

27. Privatisation

27.1 The parties note the ACT Government's policy of in-principle opposition to the privatisation of ACT Government assets. In particular the parties agree that privatisation of a government entity may only occur where:

- (a) the entity does not perform a role central to the functions of government; and
- (b) disadvantaged groups would not be negatively affected by the privatisation; and
- (c) a social impact statement has been completed which indicates that there is a demonstrated public benefit from the sale.

27.2 In the event that privatisation of the department, or a service or services currently supplied by the department is under consideration, the parties will consult on the implications for employees and the department from these proposals.

27.3 Where such privatisation is under consideration, the department will provide the necessary reasonable resources to develop an in-house bid and this bid will be prepared either off-site or on-site as determined by the department and subject to consideration on equal terms to any other bid. An independent probity auditor will be appointed by the department to oversee the assessment of the in-house bid.

Section E – Leave

Standard hours for application and calculation of leave purposes are 8.30 am to 12.30 pm and 1.30 pm to 4.51 pm.

28. Personal Leave

- 28.1 Personal leave combines sick leave, carer's leave and leave in special circumstances as provided in the Public Sector Management Standards. The eligibility requirements for personal leave that are provided in the Public Sector Management Standards will continue to apply except where varied under this clause.
- 28.2 An employee is entitled to 18 days full pay personal leave per accrual year. This 18 day entitlement is accumulative.
- 28.3 A maximum of 7 days without a medical certificate, for personal illness or the illness of a member of the immediate family or household, can be taken within an accrual year. If a medical certificate is not produced when an employee applies for leave for personal illness or the illness of a member of the immediate family, or household, the Delegate may grant personal leave up to 3 consecutive working days.
- 28.4 The department may, with reasonable cause, request medical certification for any absence at the time of notification of the absence.
- 28.5 The department will accept medical certificates from all medical service providers recognised by a registered health fund.
- 28.6 Subject to the approval of the Delegate, in special circumstances employees may elect to utilise personal leave at half pay for absences of at least one week (subject to deduction from credits at a rate of 50% per day).
- 28.7 There is no restriction on the amount of personal leave up to the available credit able to be utilised and approved in relation to the illness of a member of an employee's immediate family or household.
- 28.8 Subject to clause 28.9, managers may approve personal leave other than for personal illness, or the illness of a member of the immediate family or household in special circumstances. Special circumstances cover extraordinary or unforeseen circumstances where it is essential that the employee have leave from the workplace. In these special circumstances, reasonable evidence may be required by the Manager.
- 28.9 A maximum of 4 days leave in special circumstances can be taken within an accrual year. These 4 days are in addition to the 7 days personal leave without medical certificate. Any leave in special

circumstances granted under this clause will be deducted from the employee's personal leave credit and, to avoid doubt, does not require a medical certificate.

29. Bereavement Leave

- 29.1 Bereavement leave with pay applies from the first day of service and counts as service for all purposes.
- 29.2 Employees are entitled to up to three days leave (non-cumulative) on each occasion of a death of a member of the employee's immediate family or household; and on the death of an employee's domestic partner, parent of spouse or partner, foster parent, step parent, step sibling, guardian or foster child.
- 29.3 Bereavement leave granted of at least one day whilst on another type of paid leave will result in the re-crediting of that leave.
- 29.4 Further paid or unpaid bereavement leave, in addition to clause 29.2, may be granted if considered appropriate by the Delegate.

30. Annual Leave

- 30.1 Employees are entitled to 20 days annual leave (or the equivalent period as expressed in Part 2 of this Agreement), for each full year worked. Where less than a full year is worked, employees are entitled to annual leave on a pro-rata basis.
- 30.2 Part-time employees will accrue a pro-rata credit based on the number of part-time hours worked.
- 30.3 Consistent with the purpose of annual leave:
 - (a) employees will be encouraged to use their annual leave entitlement within the year that it accrues; and
 - (b) Managers/Supervisors should approve applications by employees to take their annual leave in the year that it accrues, subject to operational requirements.
- 30.4 If a Manager/Supervisor does not approve an application by an employee for annual leave because of operational requirements, the Manager/Supervisor will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.
- 30.5 Where an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.

- 30.6 An employee who is medically unfit for duty for one day or longer while on annual leave and who produces satisfactory medical evidence may apply for personal leave. In these circumstances, annual leave will be re-credited for the period of personal leave granted.
- 30.7 On the implementation of the new Human Resource System Solution, annual leave will accrue daily and be credited on a fortnightly basis.

31. Annual Leave Loading

- 31.1 Employees who are entitled to annual leave under clause 30, unless excepted under Section T - Other Matters, clause 147, will be paid an annual leave loading of 17.5%.
- 31.2 This annual leave loading will be based on the employee's annual salary and any entitlements the employee would have received had the employee commenced annual leave on 1 January.
- 31.3 The annual leave loading payable under clause 31.2 is subject to a maximum payment, which is the equivalent of the Australian Bureau of Statistics' male average weekly total earnings for the September quarter of the year before the year in which the date of accrual occurs. Where the leave accrual is less than for a full year, this maximum is applied on a pro rata basis.
- 31.4 Part time employees will be paid the annual leave loading on a pro rata basis.
- 31.5 An employee whose services cease and who is entitled to payment in lieu of accumulated annual leave or pro rata annual leave will be paid any accrued annual leave loading not yet paid and leave loading on pro rata annual leave entitlement due on separation.

32. Half Pay Annual Leave

- 32.1 Half Pay Annual Leave can be accessed, subject to operational requirements, by employees covered by this agreement who are:
- (a) Accessing this provision in conjunction with Maternity Leave,
 - (b) Office based employees; or
 - (c) With the approval of the Director, Human Resources.
- 32.2 Half Pay Annual Leave can not be accessed by School Based Employees except in accordance with 32.1(a) or 32.1(c).

33. Public Holidays

33.1 In accordance with the *Holidays Act 1958*, employees will be entitled to the following holidays without loss of pay:

- (a) 1 January (New Year's Day) or if that day falls on a Saturday or Sunday the following Monday;
- (b) 26 January (Australia Day) or if that day falls on a Saturday or Sunday the following Monday;
- (c) Canberra Day as declared by the ACT Legislative Assembly;
- (d) Good Friday and the following Saturday and Monday;
- (e) 25 April (Anzac Day) or if that day falls on a Saturday or Sunday, the following Monday;
- (f) the second Monday in June (Queen's Birthday);
- (g) the first Monday in October (Labour Day);
- (h) Christmas Day or if that day falls on a Saturday or Sunday, the following Monday;
- (i) 26 December (Boxing Day) or if that day falls on a Saturday, the following Monday, or if that day falls on a Sunday or Monday, the following Tuesday;
- (j) the next working day after Boxing Day, or any other day declared by the Commissioner of Public Administration in accordance with the PSM Act; and
- (k) any other day, or part of any day, declared by the Minister to be a public holiday in accordance with the *Holidays Act 1958* or declared by the Commissioner for Public Administration in respect of employees in the ACTPS.

33.2 Public Holidays set out in clause 33 may be substituted in accordance with the provisions of the *Holidays Act 1958* or industrial instruments.

34. Long Service Leave

34.1 Entitlements for long service leave under the PSM Act will apply except that:

- (a) employees may be granted leave to the extent of pro-rata long service leave credits after 7 years eligible service;
- (b) employees will receive payment on separation of any pro-rata entitlements after 7 years eligible service; and
- (c) employees will be granted leave in blocks of not less than 7 days unless the Director Human Resources approves a lesser period in exceptional circumstances.

34.2 The department and employees recognise and accept their mutual responsibility to encourage utilisation of long service leave.

- 34.3 Long service leave may be taken on double, full or half pay when approved by the Delegate and subject to operational requirements, with credits to be deducted on the same basis.
- 34.4 If a Manager/Supervisor does not approve an application by an employee for long service leave because of operational requirements, the Manager/Supervisor will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.

35. Maternity Leave

- 35.1 Employees are entitled to 14 weeks paid maternity leave where section 168 of the PSM Act applies.
- 35.2 Subject to the following, entitlements for maternity leave under the PSM Act will be retained:
- (a) employees may spread the payments for the 14 week paid maternity leave absence over a 28 week period at half pay. The additional period of paid maternity leave will count as service for all purposes; and
 - (b) the Delegate may approve, subject to a medical certificate, an employee taking paid maternity leave in a non-continuous manner, provided that recreation leave and long service leave will not be approved until the employee has used all of their paid maternity leave entitlement.
- 35.3 The entitlement to 14 weeks paid maternity leave, or to 28 weeks paid maternity leave at half pay, may be taken in any combination subject to the requirements in section 173 of the PSM Act on the production of a medical certificate on the fitness for duty.
- 35.4 An employee on paid maternity leave may access annual leave and long service leave on full or half pay other than for the period the employee is on paid maternity leave.
- 35.5 Entitlements under this clause do not extend the maximum period of paid and unpaid maternity leave available.

36. Primary Care Giver Leave

- 36.1 Where an employee, other than an employee entitled to paid maternity leave under clause 35, demonstrates that they are the primary care giver of a new born or adopted child, then, subject to clause 36.4, the provisions of clause 35 will apply.

Example 1: the primary care giver may be the father of the child.

Example 2: the primary care giver may be the spouse or the same sex partner of the mother.

- 36.2 For the purposes of this clause a new born is considered to be a baby of up to 14 weeks old. For an adopted child, primary care giver leave may commence from the date the employee assumes responsibility for the child but not after 14 weeks of the adoption. In extenuating circumstances, the Chief Executive may approve paid primary care giver leave when a baby is more than 14 weeks old.
- 36.3 The total combined entitlement under this clause and clause 35 and equivalent clauses in any other ACTPS Certified Agreement is 14 weeks of paid leave, which may be taken in any combination by the primary care giver provided that the mother and the other employee entitled to primary care giver leave do not take these forms of paid leave concurrently.
- 36.4 This clause is subject to the requirements of Section 173 of the PSM Act on the production of a medical certificate on the fitness for duty of the mother where these requirements are relevant.
- 36.5 Unpaid paternity leave of 5 days will continue to apply in addition to this clause and may be taken concurrently.

37. Paid Bonding Leave

- 37.1 Employees are entitled to 5 days paid bonding leave at the time of the birth or adoption of a child by the domestic partner.
- 37.2 Where an employee's domestic partner is also an employee, this leave may be taken concurrently with the domestic partner receiving paid maternity or paid primary care giver's leave.

38. Unpaid Parental Leave

- 38.1 In addition to the provisions for paid maternity leave and paid primary care giver's leave as set out in clauses 35 and 36, employees are entitled to unpaid Parental Leave. This clause should be read in conjunction with the PSM Standards.
- 38.2 Parental leave is without pay and does not count as service.
- 38.3 The maximum period of parental leave is 40 weeks. This is in addition to the 14 weeks paid maternity leave or paid primary care giver's leave. Any period of maternity leave without pay will be deducted from the 40 weeks parental leave.

38.4 Where an employee's domestic partner is also an employee of the ACTPS, the aggregate period of parental leave and maternity leave without pay must not exceed 66 weeks.

39. Regular Part-Time Employment Following Leave Under Clause 35, Clause 36 or Clause 38

39.1 Employees returning from maternity or parental leave will be entitled to access regular part-time employment for a period up to two years from the birth or adoption of their child.

39.2 Either the employee who accesses paid maternity leave under clause 36.2 or the mother who is entitled to and accesses paid maternity leave under clause 35 will be entitled to access regular part-time employment as provided in clause 39.1.

40. Other Leave

40.1 Other leave may be approved by the Delegate with or without pay, depending on the purpose of the leave.

40.2 Other leave provisions are as outlined in Appendix 2 - Other Leave.

Section F - Discipline

41. Objectives and Application

- 41.1 Under this Section, procedures are established for managing discipline issues arising from misconduct by an employee. The objective of these procedures is to encourage the practical and expeditious resolution of discipline issues in the workplace.
- 41.2 These procedures must be applied in accordance with the principles of natural justice and procedural fairness and in a manner that promotes the values and general principles of the ACTPS.
- 41.3 These procedures do not apply to short-term temporary employees, casual employees or employees during a probationary period.
- 41.4 These procedures apply to the exclusion of provisions contained in Part IX of the PSM Act, other than section 218 and section 220, and the discipline procedures contained in the ACT Public Sector Management Standards and Best Practice Notes, except where any of the provisions are specifically provided for in this clause.
- 41.5 The manner in which decisions and actions taken in relation to the management of disciplinary issues under this Agreement may be reviewed is set out in clause 46. These procedures will apply to the exclusion of the rights of appeal and review under the PSM Act and the internal review procedures contained in Section G of this Agreement.

42. When Discipline Action May Be Taken

- 42.1 Discipline action may be taken in any of the following circumstances where an employee:
- (a) fails to meet the requirements set out in Section 9 of the PSM Act;
 - (b) engages in conduct described in Workplace Relations Regulation 30CA;
 - (c) returns to duty after a period of unauthorised absence and does not offer a satisfactory reason on return to work;
 - (d) is convicted of a criminal offence or where a court finds that an employee has committed an offence but a conviction is not recorded. The circumstance(s) and seriousness of the offence will be taken into consideration, the duties of the employee and the interests of the ACTPS and/or the interests of the department will also be considered;
 - (e) does not notify the department of criminal charges in accordance with clause 47.1.

43. Discipline Procedures: General Considerations

- 43.1 The procedures set out in clause 45 constitute a framework for addressing disciplinary issues and will be implemented in so far as circumstances allow.
- 43.2 The Delegate may, in circumstances where there are allegations of serious misconduct, as defined in Workplace Relations Regulations 30CA, move to a later step in the procedures, including the final step (eg final warning or termination of employment) without going through any or all of the previous steps. In these circumstances, alternatives to counselling and warnings may be appropriate and may be taken by the Delegate before misconduct is determined. Such actions by the Delegate may include immediate transfer to other duties, suspension with or without pay, or re-allocation of duties.
- 43.3 Where misconduct is found to have occurred, one of the following actions is available to the Delegate:
- (a) counselling of the employee;
 - (b) a written admonishment;
 - (c) a financial penalty;
 - (d) transfer to other duties (at or below current salary);
 - (e) reduction in incremental point;
 - (f) a temporary or permanent reduction in classification/salary;
 - (g) suspension with or without pay; or
 - (h) termination of employment.
- 43.4 Discipline action under this clause must be proportionate to the degree of misconduct concerned. In determining the appropriate discipline action to be taken, the following factors must be considered:
- (a) the nature and seriousness of the misconduct;
 - (b) the degree of relevance to the employee's duties or to the reputation of the department;
 - (c) the circumstances of the misconduct;
 - (d) any mitigating factors; and
 - (e) the previous employment history and the general conduct of the employee.
- 43.5 In order to ensure that these procedures operate in a fair and transparent manner, the manager will be responsible for making written records of all relevant discussions under these procedures. The employee will be given the opportunity to comment on any such records before signing them. Formal records of discipline action taken should be managed consistent with the applicable legislation.

44. Suspension

- 44.1 The following procedures apply where a Delegate is considering suspending an employee under clauses 44.2 or 47.2 and the Delegate is satisfied that it is in the public interest, the interests of the service or in the interests of the department that the employee be suspended.
- 44.2 The Delegate will not normally suspend an employee without first giving the employee an opportunity to be heard, unless in the opinion of the Delegate it would not be appropriate in the particular circumstances to give the employee such an opportunity.
- 44.3 If the Delegate is of the opinion that the suspension action should be taken immediately, the Delegate may take the suspension action considered necessary first, and then give the employee an opportunity to be heard.
- 44.4 The Delegate will notify the employee to be suspended the reasons why they are being suspended. The employee will be given an opportunity to respond to the suspension notice. The Delegate will then consider the employee's statement and any other relevant information, assessing the nature and seriousness of the offence, the relevance of the offence to the nature of the duties of the employee, and the circumstances in which the offence was committed prior to a direction of suspension being given.
- 44.5 The Delegate will, if the suspension continues for more than 30 days, consider whether the suspension should be removed.
- 44.6 An employee suspended without pay may seek alternate employment outside the ACTPS for the period of the suspension.
- 44.7 An employee suspended without pay may apply to the Delegate, in cases of hardship, for the granting accrued entitlements of long service and/or recreation leave only or reversion to suspension with pay.
- 44.8 An employee whose salary is reduced under this clause and who is later acquitted of the criminal offence, or found not to have been guilty of the misconduct, is entitled to be repaid the amount by which the employee's salary was reduced.
- 44.9 An employee who is permitted to take leave under clause 44.7 and who is later acquitted of the criminal offence, or found not to have been guilty of the misconduct, is entitled to be recredited with the period of leave that was taken.
- 44.10 Where an employee has been suspended under this clause:

- (a) is later found guilty of the criminal offence (whether or not a conviction is recorded), or is found guilty of misconduct: and
- (b) is dismissed because of the offence or misconduct;
- (c) a period of suspension under this clause does not count as service for any purpose, unless the Delegate decides otherwise.

45. Discipline Procedures

45.1 Step One: Informal Discussion

- (a) Upon becoming aware of possible instances of misconduct which are likely to be resolved without more formal disciplinary action, the manager should informally discuss the particular behaviour with the employee as soon as possible. The manager should retain an informal record of the discussion eg. diary entry.
- (b) In the event that the particular behaviour does not recur, the manager will not take the issue further under these procedures and will inform the employee of this decision.

Commencement of Formal Discipline Procedures

45.2 Step Two: Counselling of the employee and (if necessary) First Warning/Action

- (a) Upon becoming aware of possible instances of misconduct by an employee, the manager will counsel the employee about the alleged misconduct to assist the employee to improve his or her conduct. Prior to counselling, the manager will:
 - (i) inform the employee of the nature of the alleged misconduct in writing, at least 24 hours prior to an interview being conducted, and of the correct conduct required;
 - (ii) invite the employee to have another party present during counselling and allow reasonable opportunity for this to be arranged; and
 - (iii) advise the employee that the manager will also have a witness present and that a record of the interview will be kept and the employee will be invited to sign the record of interview.

- (b) During counselling, the manager will:
 - (i) explain the nature of the alleged misconduct and the possible implications of the misconduct (ie. the range of discipline actions being considered), and, if appropriate, formally warn the employee in writing of these possible implications;
 - (ii) give the employee a reasonable opportunity to respond to allegations before forming a conclusion, (if not possible during the counselling, in light of the employee's response to any allegations, the manager should as soon as practicable take any further action the manager considers necessary to establish the facts of the allegations. This may require a subsequent meeting);
 - (iii) formulate a plan of action, including, setting out the required standards of conduct and other such steps designed to improve the employee's conduct; and
 - (iv) set out time frames for review of the employee's subsequent conduct if appropriate.
- (c) A record of the interview will be provided to the employee and the employee will be given the opportunity to correct any inaccuracies and provide comments before signing the record. If the employee elects not to sign the record, then details of the offer will be clearly noted.
- (d) If a formal written warning is given, the employee will be clearly advised that that the counselling constitutes a "first warning" and that continuing misconduct (or a recurrence of the misconduct of a serious nature as defined in Workplace Relations Regulation 30CA) could result in discipline action up to and including dismissal.
- (e) Where misconduct is sufficiently serious then discipline action may be taken at this point up to and including termination of employment in accordance with clauses 45.4 (d) and (e). If such action is being contemplated, the employee may also seek to have another party represent them in any discussions provided that the employee is also present.

45.3 Step Three: Counselling of the employee and (if necessary) Second and Final Warning/Action

- (a) Where the manager considers that the employee's conduct has not improved (or a recurrence of the misconduct of a serious nature as defined in Workplace Relations Regulation 30CA), the manager will again counsel the employee about the alleged misconduct to assist the employee to improve his or her

conduct. The pre-counselling, counselling and record keeping requirements are the same at this stage as set out in Step Two except that the outcome of previous counselling will be included in the new record.

- (b) If appropriate, the employee should be clearly advised that the counselling comprises a “second and final warning” and that continuing misconduct (or a recurrence of the misconduct of a serious nature as defined in Workplace Relations Regulation 30CA) could result in action up to and including termination of employment.
- (c) Where misconduct is sufficiently serious then discipline action may be taken at this point up to and including termination of employment in accordance with clauses 45.4 (d) and (e). If such action is being contemplated, the employee may also seek to have another party represent them in any discussions provided that the employee is also present.

45.4 Step Four: Discipline Action

- (a) Where the manager considers that an employee’s conduct has not improved (or the misconduct of a serious nature as defined in Workplace Relations Regulation 30CA has recurred) following, as appropriate, counselling and warning under Step Three, the manager will meet with the employee.
- (b) At the outset, the manager will explain to the employee the serious implications if the misconduct by the employee is found to have occurred, including the possibility that the employee's employment may be terminated. The manager will inform the employee that the employee's alleged misconduct is to be investigated by the Delegate.
- (c) The pre-counselling, counselling and recording requirements are the same at this stage as set out in Steps Two and Three except that the outcome of previous counselling should be included in the new record.
- (d) After investigating the alleged misconduct, the Delegate will advise the employee in writing of:

- (i) the decision as to whether the misconduct (or continued misconduct) has been found to have occurred;
 - (ii) the reasons for arriving at this conclusion;
 - (iii) the discipline action proposed;
 - (iv) the period during which the employee has to respond to the proposed discipline action (a minimum of 7 days); and
 - (v) the appeal mechanisms that are available under this Agreement.
- (e) At any time after 7 days from the date the employee was informed under clause 45.4 (d), the Delegate may, after taking into consideration any written comments from the employee, take any of the discipline action outlined in the information provided to the employee under clause. The Delegate will inform the employee in writing of this decision.

46. Appeal against Discipline Action

- 46.1 The employee has the right under Section H - Appeal Mechanism to appeal any discipline action taken under this Section, except action to terminate the employee's employment.
- 46.2 The employee has the right to bring an action under Division 3 of Part V1A of the WR Act in respect of any decision under this Agreement to terminate the employee's employment. This will be the sole right of review of such a decision.

47. Criminal Charges and Offences

- 47.1 An employee will advise the Delegate in writing of any criminal charges laid against the employee where the employee has reasonable grounds for believing that the interests of the department or of the ACTPS may be adversely affected taking into account:
- (a) the circumstances and seriousness of the alleged offence;
 - (b) the duties of the employee; and
 - (c) the effective management of the work area.
- 47.2 Where an employee is imprisoned, the provisions of section 218 of the PSM Act will apply.
- 47.3 In circumstances other than those provided for in clause 47.2, the Delegate may suspend the employee in accordance with the suspension arrangements under clause 44, depending on the nature of the charges.
- 47.4 If the employee is subsequently convicted of a criminal offence, or where a court finds that an employee has committed an offence but a conviction is not recorded, the employee will provide a written

statement regarding the circumstances of the offence to the Delegate within 7 days.

- 47.5 The circumstance and seriousness of the offence, and any effect on the interests of the ACTPS and/or the interests of the department, will be taken into consideration by the Delegate in determining whether further discipline action is appropriate.
- 47.6 For purposes of clause 47.5, one of the following actions is available to the Delegate:
- (a) no further action;
 - (b) counselling of the employee;
 - (c) a written admonishment;
 - (d) a financial penalty;
 - (e) transfer to other duties (at or below current salary);
 - (f) reduction in incremental point;
 - (g) a temporary or permanent reduction in classification/salary;
 - (h) suspension (with or without pay); or
 - (i) termination of employment.

Section G – Internal Review Procedures

48. Objectives and Application

- 48.1 Under this Section, procedures are established for employees to seek a review of management actions that affect them.
- 48.2 These procedures must be applied in accordance with the principles of natural justice and procedural fairness and in a manner that promotes the values and general principles of the ACTPS.
- 48.3 These procedures apply to all employees covered by this Agreement.
- 48.4 The provisions of this Section will apply to the exclusion of the grievance and promotion/temporary performance appeal provisions contained in the PSM Act.
- 48.5 For the purposes of this section an action included a decision and a refusal or failure to make a decision.

49. Decisions and Actions Excluded

- 49.1 The following decisions and actions are excluded from the rights of an employee to seek a review under these procedures set out in this Section (note this does not preclude the right to seek review under other processes):
- (a) actions regarding the policy, strategy, nature, scope, resourcing or direction of the ACTPS and agencies;
 - (b) actions arising under Commonwealth or ACT legislation that concern domestic or international security matters;
 - (c) actions regarding superannuation (see relevant superannuation legislation for complaints and appeals, in particular the Superannuation Industry Superannuation Supervision Act 1993 and the Superannuation (Resolution of Complaints) Act 1993);
 - (d) actions regarding workers' compensation (see the Safety, Rehabilitation and Compensation Act 1988 for reviews and appeals);
 - (e) decisions to terminate the appointment of an employee on probation;
 - (f) decisions on classification of an office;
 - (g) actions arising from the discipline procedures of this Agreement;
 - (h) actions arising from the under-performance procedures of this Agreement;
 - (i) actions regarding the setting of rates of pay or conditions of employment under an award or agreement made under the WR Act or under the PSM Act or Standards;

- (j) decisions that another employee perform the duties of a higher office for periods up to and including 6 months (see section 7 of the PSM Act);
- (k) decisions that another employee perform the duties of a higher classification for periods greater than 6 months if the vacancy was advertised;
- (l) decisions to promote, appoint or engage an employee or decisions regarding temporary contracts (see clause 48 of this Agreement for appeals on these decisions);
- (m) decisions to transfer or promote another employee to an advertised vacancy where the employee was not an applicant (see section 7 of the PSM Act);
- (n) decisions to transfer an employee within the department (see section 83 of the PSM Act).

49.2 Employees may seek a review under this Section of the processes leading to decisions under 49.1(k), 49.1(l) and 49.1(n).

50. Initiating a Review

50.1 An employee or their representative has the right to apply for a review of any action or decision in relation to their employment unless the action or decision is specifically excluded under this Section.

50.2 An employee or their representative may initiate an review under these procedures by making an application to the Chief Executive that:

- (a) is in writing; and
- (b) describes the reasons why the application is being made and the outcome sought.

51. Chief Executive Powers and Responsibilities

51.1 Where appropriate, and agreed by the employee who made the application under clause 50 or their representative, the Chief Executive must consider mediation as an option before arranging for a full investigation under clause 51.3. The mediator will be agreed between the employee and the Chief Executive.

51.2 In the event that mediation does take place and that it resolves the issues raised in the application, then no further action is required under these procedures.

51.3 Subject to clauses 51.1 and 51.2, the Chief Executive must arrange for an application made under clause 50 to be investigated by an independent person (the nominee) who may be:

- (a) an employee in the department whose classification is School Leader B (as defined in clause 88, PART 2 - Section N), who was

not involved in the original action and who is agreed by the employee or their representative, such agreement not to be withheld unreasonably;

- (b) a person agreed by the AEU and nominated from a list approved by the Commissioner for Public Administration; or
- (c) a person whose classification is School Leader B (as defined in clause 88, PART 2 - Section N), from another ACTPS department and who is agreed by the employee or their representative, such agreement not to be withheld unreasonably.

51.4 The Chief Executive may determine the process under which an application is reviewed, subject to the principles set out in clause 51.3.

51.5 The nominee must have due regard to the principles of natural justice and procedural fairness and act with as little formality and as quickly as practicable consistent with a fair and proper consideration of the issues. This includes but is not limited to:

- (a) fully informing the employee of all relevant issues and providing access to all relevant documents;
- (b) providing reasonable opportunity to respond;
- (c) advising them of their rights to representation.

51.6 After due consideration, the nominee may recommend to the Chief Executive that an application should not be considered on any of the following grounds:

- (a) the application concerns a decision or action that is excluded under clause 49.1;
- (b) a period of 28 days has elapsed since the employee was advised of the decision, except where extenuating circumstances exist;
- (c) the employee has made an application regarding the decision to a court or tribunal, or where the nominee believes it is more appropriate that such an application be made; or
- (d) the nominee believes on reasonable grounds that the application:
 - (i) is frivolous or vexatious;
 - (ii) is misconceived or lacks substance; or
 - (iii) should not be heard for some other compelling reason.

51.7 The Chief Executive must either confirm a recommendation made by the nominee under clause 51.6 that an application should not be considered or arrange for another nominee to consider the application.

51.8 The Chief Executive will inform the employee in writing, within 14 days of the date of any decision under clause 51.6, including, where applicable, the reasons for any decision not to consider the application.

52. Procedures where the Subject of the Application is not an Action of the Chief Executive

- 52.1 If the nominee does not make a recommendation under clause 51.6, then that person must investigate the application. The nominee will then, subject to clause 53.1, make a written report to the Chief Executive containing recommendations on whether the action that led to the application should be confirmed or varied or that other action be taken. A copy of this report will be provided at the same time to the applicant.
- 52.2 Where the Chief Executive under clause 51.7 refers an application for review to another nominee, that nominee must investigate the application. That nominee will then, subject to clause 53.1, make a written report to the Chief Executive containing recommendations on whether the decision or action that led to the application should be confirmed or varied or that other action should be taken. A copy of this report will be provided to the applicant at the same time.
- 52.3 The Chief Executive, after considering a report from the nominee under clause 52.1 or clause 52.2, may:
- (a) confirm the original decision or action;
 - (b) vary the original decision or action; or
 - (c) take any other action the Chief Executive believes is reasonable having regard to the report from the nominee.
- 52.4 The Chief Executive will inform the employee in writing, within 14 days, of any action under clause 52.3, including the reasons for the action.

53. Procedures where the Subject of the Application is an Action of the Chief Executive

- 53.1 Where the subject of the application is an action of the Chief Executive the written report of the nominee under clause 52.1 or clause 52.2 will be made to the Commissioner for Public Administration. A copy of this report will be provided to the applicant at the same time.
- 53.2 The Commissioner for Public Administration may, after considering the report from a nominee, recommend to the Chief Executive that:
- (a) the original action be confirmed;
 - (b) the original action be varied; or
 - (c) other action be taken.
- 53.3 The Chief Executive, after considering the report from the Commissioner for Public Administration, may:

- (a) accept the report's recommendation(s) and take such action as necessary to implement the recommendation(s); or
- (b) not accept the report's recommendation(s) and confirm the original action.

53.4 If the Chief Executive does not accept the recommendation(s) of the Commissioner for Public Administration under clause 53.2, the Chief Executive will:

- (a) provide written reasons to the Commissioner for Public Administration for not accepting the recommendation(s); and
- (b) provide the applicant, within 14 days, with written reasons for not accepting the recommendation(s).

53.5 If the Chief Executive does not accept the recommendation(s) of the Commissioner for Public Administration under clause 53.2, the Commissioner may report on this outcome in the Commissioner's State of the Service Report.

54. Right of External Review

54.1 The employee or their representative may seek a review of a decision of the Chief Executive under clause 52.1 or clause 52.2 by an external tribunal or body, including the AIRC.

54.2 In the event the employee seeks a review through the AIRC, the parties agree that the AIRC will be empowered to settle the matter by conciliation or arbitration under section 170LW of the WR Act, or a recommendation by consent under section 111AA of the WR Act. The AIRC's decision will be accepted by the parties, subject to the legal rights of appeal.

Section H - Appeal Mechanism

55. Objective and Application

55.1 This Section sets out an appeal mechanism for employees if they are not satisfied with the outcome of decisions described in the following clause.

55.2 This appeal mechanism will apply to:

- (a) decisions arising from discipline action under Section F - Discipline of this Agreement, except a decision to terminate the person's employment;
- (b) decisions arising from under-performance action under clause 108, PART 2 - Section P of this Agreement, except a decision to terminate the person's employment; and
- (c) decisions taken in relation to employees eligibility for benefits under Section I clauses 67 to 69, the amount of such benefits, the amount payable by way of income maintenance under clause 71, and the giving of an involuntary notice of redundancy or notice of reduction in classification under clauses 69 and 70.

55.3 An employee has the right to bring an action under Division 3 of Part V1A of the WR Act in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

55.4 This section will apply to the exclusion of the grievance and promotion/temporary performance appeal provisions contained in the PSM Act.

56. Initiating an Appeal

56.1 An employee or their representative may initiate an appeal under these procedures by making an application to the convenor of Appeal Panels that:

- (a) is in writing;
- (b) describes the action taken or to be taken, the reasons why the application is being made and the outcome sought; and
- (c) is received by the convenor of Appeal Panels within 7 days of being notified of the decision to take the action and, in the case of promotion, within 14 days of being notified of the decision.

57. Composition of the Appeal Panel

57.1 For the purposes of this Section, the Chief Executive will nominate an employee within the department to be the convenor of Appeal Panels.

The convenor will not be a member of an Appeal Panel, without the agreement of the applicant.

- 57.2 On receiving an application under this Section, the convenor of Appeal Panels will set up an Appeal Panel.
- 57.3 The Appeal Panel will comprise an employer nominee, a person nominated by the AEU and a chairperson, where:
- (a) the chairperson is chosen in consultation with the AEU from a list approved by the Commissioner for Public Administration, or, in the case of an appeal relating to a promotion decision, an agreed person; and
 - (b) a chairperson chosen from the list is so chosen on a rotational basis, unless there is an identified conflict of interest, in which case the next person on the list would be chosen.
- 57.4 A person is not eligible to be a member of an Appeal Panel if that person was involved in the decision that is the subject of the application.

58. General Powers and Role of the Appeal Panel

- 58.1 In considering an application, the Appeal Panel must act in accordance with the principles of natural justice and procedural fairness. Proceedings of the Appeal Panel are to be conducted with as little formality and as quickly as practicable consistent with a fair and proper consideration of the issues.
- 58.2 The applicant may be represented by a union representative, a friend or colleague, or, with the consent of the Appeal Panel, by a legally qualified person.
- 58.3 The Appeal Panel will have the discretion to decide not to investigate the application, or, if it has commenced investigating the application, to decide not to proceed further if, in the opinion of the Panel:
- (a) the application is frivolous, vexatious, or not made in good faith;
 - (b) the employee may apply to another person or authority about the application and it would be more appropriate for it to deal with the action; or
 - (c) an investigation or further investigation of the application is not warranted.
- 58.4 After investigating an application about promotion or temporary performance affecting the applicant, the Appeal Panel will either confirm the decision or make recommendations to the Chief Executive to substitute another decision. If it confirms the decision, the Appeal

Panel will inform the applicant of this decision and the reasons for the decision.

58.5 After investigating any other application under this clause, the Appeal Panel will make a report containing recommendations to the Chief Executive.

59. Powers of the Appeal Panel – Other Matters

59.1 After investigating any application under this clause other than an appeal about promotion or temporary performance, the Appeal Panel, subject to clause 59.2, will make a written report containing recommendations to the Chief Executive. A copy of this report will be provided to the applicant at the same time.

59.2 Where the subject of an application under this clause is a decision of the Chief Executive then the Appeal Panel after investigating the application, will make a written report containing recommendations to the Commissioner for Public Administration. A copy of this report will be provided to the applicant at the same time.

59.3 In making recommendations to the Chief Executive under clause 59.1 or to the Commissioner for Public Administration under clause 59.2, the Appeal Panel:

- (a) must provide the reasons for its recommendations; and
- (b) may request the Chief Executive or the Commissioner for Public Administration, whichever is applicable, to inform other relevant parties of its recommendations.

59.4 The Chief Executive, after considering the report from an Appeal Panel under clause 59.1, will make a decision on any recommendation in the report and inform the applicant in writing of the reasons for that decision, within 14 days of receiving the report.

59.5 The Commissioner for Public Administration, after considering the report from an Appeal Panel under clause 59.2, will recommend to the Chief Executive that the decision that is the subject of the application:

- (a) be confirmed;
- (b) be varied; or
- (c) other action taken.

59.6 If the Chief Executive does not accept the recommendations of the Commissioner for Public Administration under clause 59.5, the Chief Executive will:

- (a) provide written reasons to the Commissioner for Public Administration for not accepting the recommendations; and
- (b) provide the applicant, within 14 days, with written reasons for not accepting the recommendations.

59.7 If the Chief Executive does not accept the recommendations of the Commissioner for Public Administration under clause 59.5, the Commissioner for Public Administration may report on this outcome in the Commissioner for Public Administration's State of the Service Report.

60. Decision by the Chief Executive

60.1 The Chief Executive will make a decision on any recommendation by the Appeal Panel within 14 days of receiving that recommendation. The Chief Executive will inform the applicant of the recommendations of the Appeal Panel and the Chief Executive's decision and the reasons for the decision.

61. Costs

61.1 The department will not be liable for any costs associated with representing an applicant in these procedures.

62. Right of External Review

62.1 The employee or their representative may seek a review of a decision of the Chief Executive under clause 59.4 or clause 59.6 by an external tribunal or body, including the AIRC.

62.2 In the event the employee seeks a review through the AIRC, the parties agree that the AIRC will be empowered to settle the matter by conciliation or arbitration under section 170LW of the WR Act, or a recommendation by consent under section 111AA of the WR Act. The AIRC's decision will be accepted by the parties, subject to the legal rights of appeal.

Section I - Redeployment/Redundancy

63. Application

- 63.1 The department recognises the need to make the most effective use of the skills, abilities and qualifications of its employees in a changing environment. When positions become excess, the department will seek to redeploy permanent employees within the department or the ACTPS in order to avoid or minimise an excess employee situation. Should redeployment not be possible, voluntary redundancy, reduction in classification and involuntary redundancy will be considered in that order. Throughout these procedures, the department will, where practicable, take into consideration the personal and career aspirations and family responsibilities of affected employees.
- 63.2 These provisions do not apply to temporary and casual employees or employees on probation.

64. Definitions

- 64.1 Excess employee means an employee who has been notified in writing by the department that he or she is excess to the department's requirements because:
- (a) the employee is included in a class of employees employed in the department, which class comprises a greater number of employees than is necessary for the efficient and economical working of the department; or
 - (b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the department or changes in the nature, extent or organisation of the functions of the department.
- 64.2 Potentially excess employee means an employee who is likely to become actually excess in a reasonable space of time.
- 64.3 Unless otherwise stated, for the purposes of this Section, parties means the department, the AEU and the individual employee involved in the excess or potentially excess situation.

65. Consultation

- 65.1 Where it appears to the Chief Executive that an employee is likely to be either potentially or actually excess to the department's requirements, the Chief Executive will, at the earliest practicable time, advise and discuss with the parties to this Agreement the following issues (as appropriate in each case):

- (a) the number and classification of employees in the part of the department affected;
- (b) the reasons an employee is or employees are likely to be excess to requirements;
- (c) the method of identifying employees as excess, having regard to the efficient and economical working of the department and the relative efficiency of employees;
- (d) the number, classification, location and details of the employees likely to be excess;
- (e) the number and classification of employees expected to be required for the performance of any continuing functions in the part of the department affected;
- (f) measures that could be taken to remove or reduce the incidence of employees becoming excess;
- (g) redeployment prospects for the employees concerned; and
- (h) the appropriateness of using voluntary retirement.

65.2 The discussions under clause 65.1 will take place over such time as is reasonable, taking into account the complexity of the restructuring and need for potential excess employee situations to be resolved quickly. The notification of an employee's potentially excess status should not be given without the relevant consultation having taken place. Following such consultation, where the Chief Executive is aware that an employee is potentially excess, the Chief Executive will advise the employee in writing.

65.3 Except where a lesser period is agreed between the parties, an employee will not, within one month after the union has been advised under clause 65.1, be invited to volunteer for retirement nor be advised in writing that he or she is excess to the department's requirements.

66. Information Provided for Employee

66.1 The department will, at the first available opportunity, inform all employees likely to be affected by an excess staffing situation of the terms and operation of this Section.

66.2 To allow an excess employee to make an informed decision on whether to submit an election to be voluntarily retired, the employee must have access to advice on:

- (a) the sums of money the employee would receive by way of severance pay, pay in lieu of notice, and paid up leave credits;
- (b) the amount of accumulated superannuation contributions;
- (c) the options open to the employee concerning superannuation;
- (d) the taxation rules applicable to the various payments; and

- (e) the career transition/development opportunities within the department.

66.3 The department will supplement the costs of independent, accredited financial counselling incurred by each employee who has been offered voluntary redundancy up to a maximum of \$1000. The department will authorise the accredited financial counsellors to invoice the department directly.

67. Voluntary Redundancy

67.1 At the completion of the discussions in accordance with clause 84, the Chief Executive may invite employees to elect to be made voluntarily redundant under this clause.

67.2 Where the Chief Executive invites an excess employee to elect to be made voluntarily redundant, the employee will have a maximum of one calendar month from the date of the offer in which to advise the Chief Executive of his or her election, and the Chief Executive will not give notice of redundancy before the end of the one month period.

67.3 Subject to clause 67.4, where the Chief Executive approves an election to be made redundant and gives the notice of retirement in accordance with the PSM Act, the period of notice will be one month, or 5 weeks if the employee is over 45 years old and has completed at least 2 years continuous service.

67.4 Where the Chief Executive so directs, or the employee so requests, the employee will be retired at any time within the period of notice under clause 67.3, and the employee will be paid in lieu of salary for the unexpired portion of the notice period.

68. Severance Benefit

68.1 An employee who elects to be made redundant in accordance with this clause will be entitled to be paid either of the following, whichever is the greater:

- (a) a sum equal to 2 weeks salary for each completed year of continuous service, plus a pro rata payment for completed months of continuous service since the last year of continuous service. The maximum sum payable under this paragraph will be 48 weeks salary; or
- (b) 26 weeks salary.

68.2 For the purpose of calculating any payment in lieu of notice or part payment thereof the salary an employee would have received had he or she been on recreation leave during the notice period, or the unexpired portion of the notice period as appropriate, will be used.

68.3 For the purpose of calculating payment under clause 68.1:

- (a) where an employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which he or she receives notice of retirement, the salary level will be the employee's salary in such higher position at that date;
- (b) the inclusion of other allowances, being allowances in the nature of salary, will be with the approval of the Chief Executive.

68.4 Where a redundancy situation affects a number of employees engaged in the same work at the same level, elections to be made redundant may be invited.

68.5 Nothing in this Agreement will prevent the Chief Executive, inviting employees who are not in a redundancy situation to express interest in voluntary redundancy, where such redundancies would permit the redeployment of potentially excess and excess employees who do not wish to accept voluntary redundancy.

69. Redeployment

69.1 Redeployment of potentially excess and excess employees will be in accordance with their experience, ability and, as far as possible, their career aspirations and wishes.

69.2 The department will consider potentially excess and excess employees from other ACTPS agencies in isolation for vacancies at their substantive level.

69.3 Excess employees (potential or actual) have absolute preference for transfer to positions at their substantive level and must be considered in isolation from other applicants for any vacancy within the ACTPS. An excess employee need only be found suitable, or suitable within a reasonable time (generally three to six months) to be transferred to the position. For the purposes of this clause, substantive level means the same classification or a classification where the maximum salary does not exceed the top increment of the employees current salary by more than 5%.

69.4 The department will make every effort to facilitate the placement of an excess employee, both within the department and to other ACTPS agencies.

69.5 The department will arrange reasonable training which would assist the excess employee's prospects for redeployment.

- 69.6 The department will provide appropriate internal assistance and career counselling and assist as necessary with the preparation of job applications.
- 69.7 An excess employee who does not accept voluntary redundancy is entitled to a 7 month retention period.
- 69.8 The retention period will commence:
- (a) on the day the employee is advised in writing by the Chief Executive that he or she is an actually excess employee; or
 - (b) in the case of an employee who is invited by the Chief Executive to submit an election to be retired – one month after the day on which the election is invited;
- whichever is the earlier.
- 69.9 The employee may be reduced in classification by the Chief Executive, in order to place the employee in a specific position in the department, subject to the agreement of the AEU, such agreement not to be unreasonably withheld if, during or after six months from the date the employee was declared excess, the employee:
- (a) was found unsuitable in a merit selection process for three separate positions; and
 - (b) has not applied for at least three separate positions, for which the employee could reasonably be expected to be qualified to perform, either immediately or in a reasonable time; and
 - (c) cannot be placed in gainful employment at his or her substantive level at the end of the retention period, however, there is gainful employment available for the employee at a lower classification.
- 69.10 Notwithstanding the above, if, at the end of the retention period, the Chief Executive is of the opinion that there is insufficient productive work available for the excess employee, the Chief Executive may, subject to the agreement of the AEU, such agreement not to be unreasonably withheld, reduce the employee in classification in order to place the employee in a specific position in the department.
- 69.11 An excess employee will not be reduced in classification if he or she has not been invited to elect to be voluntarily retired with benefits, or has made such an election and the Chief Executive refuses to approve it.
- 69.12 Where the Chief Executive proposes to reduce an excess employee's classification, the employee will be given no less than four weeks notice of the action proposed; or 5 weeks if the employee is over 45 years old and has completed at least 2 years of continuous service. This notice period will, as far as practicable, be concurrent with the 7 month retention period.

70. Involuntary Retirement

- 70.1 An excess employee may be made involuntarily redundant with the agreement of the AEU.
- 70.2 This clause applies to excess employees who are not:
- (a) retired with consent;
 - (b) redeployed to another position; or
 - (c) reduced in classification.
- 70.3 The employee may be involuntarily retired subject to the agreement of the AEU, such agreement not to be withheld if, during or after six months from the date the employee was declared excess, the employee:
- (a) does not wish to accept a transfer in accordance with Section 83 of the PSM Act; or
 - (b) has refused to apply for, or be considered for, a position for which the employee could reasonably be expected to be qualified to perform, either immediately or in a reasonable time.
- 70.4 Where the Chief Executive believes that there is insufficient productive work available for an excess employee during the retention period, the Chief Executive may, with the agreement of the AEU, make the employee involuntarily redundant before the end of the retention period.
- 70.5 An excess employee will not be involuntarily retired if he or she has not been invited to elect to be voluntarily retired with benefits, or has made such an election and the Chief Executive refuses to approve it.
- 70.6 Where the Chief Executive and the AEU agree to involuntarily retire an excess employee, the employee will be given no less than four weeks notice of the action proposed; or 5 weeks if the employee is over 45 years old and has completed at least 2 years of continuous service. This notice period will, as far as practicable, be concurrent with the 7 month retention period.

71. Income Maintenance Payment

- 71.1 An employee who has been receiving a higher rate of salary for a continuous period of at least 12 months and who would have continued to receive that salary rate except for the declaration of excess, will be considered to have the higher salary rate.
- 71.2 This salary will be known as the income maintenance salary. The income maintenance salary, where applicable, will be used for the calculation of all conditions and entitlements under this clause.

- 71.3 The income maintenance salary exists for the retention period or the balance of the retention period.
- 71.4 If an employee is involuntarily retired, the entitlements, including paying out the balance of the retention periods, where applicable, will be calculated on the income maintenance salary rate. If an employee is involuntarily retired during the retention periods the employee's date of retirement is the date that the employee would have retired after the retention period ceased, not the date of the involuntary retirement. All final entitlements will be calculated from the latter date.
- 71.5 If an employee is involuntarily reduced in classification during the retention periods, the employee will be entitled to be paid at the income maintenance salary rate for the balance of the retention period.
- 71.6 All allowances in the nature of salary will be included in determining the income maintenance salary rate.

72. Leave and Expenses to Seek Employment

- 72.1 At any time after the employee has been advised under clause 65.2 of being potentially excess, the employee is entitled to paid leave to seek alternative employment. Leave granted under this clause will be for periods of time to examine the job and to attend interviews. Reasonable travelling time will also be granted.
- 72.2 The employee will be entitled to any reasonable fares and other incidental expenses if these are not met by the prospective employer.

73. Use of Sick Leave

- 73.1 The use of sick leave will not extend the retention periods of an employee unless these periods are supported by a medical certificate and/or are of such a nature as to make the seeking of employment during certificated personal leave inappropriate.
- 73.2 An employee who is receiving income maintenance will have those payments continued during certified personal leave periods of up to a total of six months.

74. Appeals

- 74.1 Without affecting his or her rights under the WR Act, an excess employee has the right under Section H to appeal any decision taken in relation to his or her eligibility for benefits under clauses 67 to 69 of this Section, the amount of such benefits, or the amount payable by way of income maintenance under clause 71.

74.2 An excess employee has the right under Section H to appeal against the giving, in accordance with clauses 69 and 70 of this Section, of an involuntary notice of redundancy or notice of reduction in classification.

75. Agreement Not To Prevent Other Action

75.1 Nothing in this Agreement will prevent the reduction in classification of an officer or the retirement of an officer as a result of action relating to discipline, invalidity, inefficiency or loss of essential qualifications.

76. Re-engagement of Previously Retrenched Employees

76.1 Employees who are involuntarily retired from the ACTPS can apply for further employment in the ACTPS without the current requirement of a one year break in service.

Section J - Management of Government Initiated Transfers

77. Gaining Employees

77.1 Despite anything to the contrary in the PSM Act, this Section applies where the department:

- (a) Gains an employee (called a “new employee”) pursuant to Section 15(5) of the PSM Act; or
- (b) Gains an employee (also called a “new employee”) pursuant to Section 16(2) of the PSM Act;
- (c) Gains an employee (also called a “new employee”) as a result of a management initiated transfer pursuant to Part V of Division V of the PSM Act.

77.2 Subject to clauses 68.3 and 68.4, the new employee will be employed under the terms and conditions of this Agreement.

77.3 In applying the terms and conditions of this Agreement to a new employee, the Delegate will determine, following transfer of the employee to this department, the salary and classification of the new employee according to the following principles:

- (a) The Delegate will determine the new employee’s classification (called the “new classification”) for the purposes of this Agreement and the conditions of employment (excluding salary) will be solely in accordance with the conditions applicable to that classification under this Agreement with accrued entitlements being preserved in accordance with clause 78;
- (b) If the new employee’s current salary (after any necessary adjustments required by clause 78) is within the range of salaries for the new classification, they will continue to receive that salary;
- (c) If the lowest salary in the range of salaries applicable to the new classification is higher than the new employee’s current salary, their salary will be increased to the lowest salary applicable to the new classification or the appropriate relativity in the new incremental range;
- (d) If the highest salary in the range of salaries applicable to the new classification is less than what the new employee is currently being paid then:
 - (i) their salary will be frozen at its current level; and
 - (ii) despite anything to the contrary in this Agreement, they will not receive any increase in pay unless and until the highest salary applicable to their classification under this Agreement equals or exceeds their current salary, at which time they will receive the highest salary applicable to their

classification under this Agreement together with any future increases under this Agreement.

- 77.4 A new employee who, at the time the employee was transferred to the department, was working under approved flextime arrangements, will be entitled to continue the flextime arrangements in the department. This provision will apply unless otherwise agreed by the department and the employee, or until a new certified agreement is approved for the department.
- 77.5 The provisions of the PSM Act dealing with promotions or transfers do not apply to anything done in connection with the implementation of this Section. In particular any increase in a new employee's salary or classification is deemed not to be a promotion and does not require the new employee's position to be advertised.

78. Preservation of Accrued Entitlements

- 78.1 New employees will not lose the benefit of accrued entitlements upon joining the department. Accordingly, the new employee's overall level of accrued entitlements will be preserved according to the following principles:
- (a) Where the accrued entitlements are consistent with this Agreement, they will be preserved but may only be accessed in a manner consistent with the provisions of this Agreement;
 - (b) Where the accrued entitlements are not consistent with the Agreement and/or cannot be accessed in a manner consistent with this Agreement then they will be converted into entitlements or benefits consistent with this Agreement at the discretion of the Delegate in consultation with the employee.
- 78.2 This clause must be implemented in such a way that an employee is no worse off in terms of the overall level of accrued entitlements.

79. Establishment of a New ACTPS Agency

- 79.1 An employee who is transferred under a Management initiated or Government initiated change to a new ACT Government Agency and who continues to be employed under the PSM Act will continue to be covered by the terms and conditions of this Agreement for 12 months after separation from the Agency or until an agreement for the new ACT Government Agency is certified by the AIRC, whichever first occurs.

80. Appeal Rights

80.1 The new employee may seek a review under Section H about decisions made under this Section affecting their terms and conditions of employment in the gaining department.

Section K - Transfer of Medically Unfit Employees

81. Transfer of Medically Unfit Employees

- 81.1 Despite the provisions of sub-section 56(3) and paragraphs (c) and (e) of sub-section 65(1) of the PSM Act, a medically unfit employee may, by agreement with the employee, be transferred to any position within their current skill level and experience, the classification of which has a maximum salary which does not vary from the top increment of the employee's classification by more or less than 5%.
- 81.2 An employee will not be redeployed in accordance with clause 81.1 unless there is no suitable vacant position at the employee's substantive classification within the department.
- 81.3 In considering any proposed transfer under this clause, the employee may invite the union or other representative to assist the employee.
- 81.4 For the purposes of clause 81.1, a "medically unfit employee" is an employee who is considered by the Chief Executive, in accordance with paragraph (a) of sub-section 143(1) of the PSM Act, to be an employee who is unable to perform duties appropriate to the employee's classification because of physical or mental incapacity.

Section L - Occupational Health and Safety

82. Occupational Health and Safety (OHS) Policy and Agreement

- 82.1 The parties are committed to promoting, achieving and maintaining the highest levels of health and safety for all employees.
- 82.2 To achieve this, an ACTPS-wide OHS Policy and Agreement were signed by representatives of ACT Agencies and involved unions, consistent with the OHS Act 1989 as modified by Schedule 3 of the PSM Act. The Policy and Agreement had effect from 1 September 2003.
- 82.3 The department will continue to implement the service-wide OHS Policy and Agreement following certification of this agreement.
- 82.4 Consistent with clause 82.1, the department (in consultation with the AEU) will develop and implement an appropriate drug and alcohol policy.

PART 2 – DEPARTMENT SPECIFIC PROVISIONS

Section M - Technical Matters

83. Definitions

School Based Teacher

An employee at a school (including system positions generated by school points) or a teacher whose main client base is students.

Office Based Teacher

All other officers employed under teacher classifications that are not covered by the 'School Based Teacher' definition in this clause.

Priority Placement refers to an officer whose current position has been declared surplus, unattached officers returning from duty, officers in the staffing reserve, mobility placements, newly appointed officers, voluntary transferees whose special case application has been accepted by the delegate and other transfers effected at the Chief Executive's discretion.

Teacher means an employee or an officer within the meaning of the Public Sector Management Act 1994, employed by the Department of Education and Training.

Principal means an officer occupying a position designated as such.

School Leadership Group is a collective term for executive teachers, deputy principals and principals.

Casual Relief Employment is a mechanism to replace a teacher absent from duty or undertaking other duties for a period no longer than twenty days in one position.

Temporary Employment is contract employment for a specified term or ascertainable period greater than twenty days consecutive days in one position or an ongoing pattern.

Casual Intern means a university student in their final year of a four year education degree who has satisfactorily completed an internship program and all teaching methodology units and met all pre-employment requirements.

84. Code of Conduct

84.1 Within 12 months of certification, the parties will develop and distribute an agreed code of conduct.

85. Special Employment Arrangements

- 85.1 During the life of this Agreement special employment arrangements additional to those contained within this Agreement may be entered into to meet the needs of the department.
- 85.2 The terms and conditions are to be agreed between the department and the AEU.
- 85.3 The application of the arrangements to individual employees will be the department's decision.

86. Locating Departmental Policy and Procedure Documents

- 86.1 The department is committed to facilitate access for teachers to policies and procedures relevant to their work.
- 86.2 Current policies and procedures will continue to be made available on the department's internal website. Updates will be advised.

87. Classification/Work Value Review

- 87.1 The AEU may request a review of the classification/work value review on behalf of an employee or group of employees. Where such a review is requested the relevant parties will meet to discuss the merits of the review including those matters outlined in clause 87.2. Where the parties cannot reach agreement on the need to conduct the review then it will be open to either party to seek to resolve the disagreement in accordance with the dispute resolution procedure.
- 87.2 Any classification/work value review will take into account market and other relevant comparators, including comparators that are considered pertinent to the skills, competencies and general responsibilities required of the position(s).
- 87.3 Any classification/work value review will be undertaken in consultation with the AEU. The department will continue to provide the AEU with general workforce profile information on an annual basis.

Section N - Structural Matters

88. Classification Name Changes

88.1 Under this agreement the names of teaching classifications have been changed as follows:

Current Classifications	New Classification	Local Designations including:
TL1	Classroom Teacher	Teachers
TL2	School Leader C	Executive Teachers, Project Officers
TL3	School Leader B	Deputy Principals, Principals (Category 1), Special Project Officers, Assistant Managers
TL3 (Principal Current Category 2&3) and TL4	School Leader A	Principals (Category 2-5), Managers, Principal Project Officers

89. School Leadership Group

89.1 School leadership involves wider responsibilities than simply those of the principal. All employees have responsibilities to promote a positive teaching and learning environment; the key responsibility for leadership rests with the School Leadership Group.

89.2 School Leaders have an increased level of responsibility for activities including leadership, management and administration. The school leadership group structures have been amended to address workload issues. Necessary adjustments will be made to staffing point entitlements and site allowances to ensure that there is no negative impact on teaching time capacity.

89.3 The School Leadership Group will include all principals, deputy principals and executive teachers.

90. School Category Restructure

90.1 At the date of certification, schools will be reorganised from the current nine categories into five categories based on 2004 total school budget allocation. The total school budget is the school's salary budget (points allocation converted to a monetary value using the current value of a point) and its annual school based management (SBM) allocation.

90.2 School categories and budget limits are:

Category	Total School Budget
5	> 3.3m
4	1.7m to 3.3m
3	1.2m to 1.7m
2	0.6m to 1.2m
1	< 0.6m

90.3 All office based, manager positions will be Category 5.

90.4 During the life of this agreement schools whose budget has changed will be reclassified to the appropriate category only when the principal position at the school becomes vacant.

90.5 Schools will be reclassified into agreed school categories based on budget at the expiration of this agreement.

90.6 Current Teacher Level 3.1 and 3.2 will be combined into a single School Leader B classification from the date of certification.

90.7 If the salary applicable to a school category under the new structure is less than the salary currently applicable to the principal at that school, the following will apply in the first 12 months from the date of restructure, unless otherwise determined by the Chief Executive:

- (a) the base salary will be frozen at the level applicable to the school immediately prior to the restructure until the new school salary for that category exceeds this salary; and
- (b) principals will be considered in isolation for vacancies for which they apply, in accordance with Part 2, Clause 114.1.

90.8 At the end of the 12 months from the date of effect of the restructure, a principal who has not moved from their current placement will be deemed to have accepted continuing placement, under the new category determination, and salary level will be adjusted accordingly.

90.9 The initial salary level of a principal position at a new school opened during the life of this Agreement, shall be determined by reference to the projected total school budget three years from opening. This level will be reviewed at the expiration of this agreement.

91. Advancements

91.1 School Category Advancements will be paid to principals occupying eligible positions. The Advancement will be paid as salary for all purposes.

91.2 One unit of advancement (annotated by a + symbol throughout this agreement) is currently \$3341 calculated by subtracting the School Category 8 principal salary from the School Category 9 principal salary. From 1 October 2004 one unit of advancement will be calculated by subtracting the School Category 4 principal salary from the School Category 5 principal salary and dividing by 2. These are set out at Attachment 1, Clause 186.

91.3 Principals/Managers are eligible for advancement when occupying positions in the following:

- (a) **Category 4 and 5 K-10 schools** will receive one unit of advancement in recognition of the breadth of responsibilities and accountabilities of principals in relation to curriculum and other educational programs for students in both their primary and high school years.
- (b) **Category 4 and 5 secondary colleges** will receive one unit of advancement in recognition of discrete and particular responsibilities and accountabilities in relation to the assessment and certification of students in Years 11 and 12.
- (c) **Erindale College** will receive one advancement under clause 91.3(b) and two further units of advancement in recognition of the responsibility to perform the role of General Manager of the Erindale Complex.
- (d) **Category 5 schools** with a 2004 budget in excess of \$5 million will receive an additional one unit of advancement.
- (e) **Centre for Teaching and Learning** will receive one unit of advancement in recognition of the range of responsibilities for a manager of a multidisciplinary structure.
- (f) **Category 4 schools** with a 2004 budget in excess of \$1.9 million will receive one unit of advancement.
- (g) **Category 3 schools** with a 2004 budget in excess of \$1.5 million will receive one unit of advancement.
- (h) **Jervis Bay** will receive one unit of advancement in recognition of the unique circumstance and location of the school.
- (i) **Birrigai** will receive one unit of advancement in recognition of the complexity of managing this unique facility.

91.4 The Chief Executive in consultation with the AEU may approve an advancement for other positions occupied by principals, on a short-term or on-going basis.

92. Minimum Executive Structure

- 92.1 The department will implement the following minimum executive structures for schools to address workload issues and areas of complexity.
- 92.2 Category 5+ and above schools will have a minimum of two deputy principals in recognition of additional complexity and seven executive teachers.
- 92.3 Category 5 schools will have a minimum of one deputy principal and seven executive teachers.
- 92.4 Category 4++ schools will have minimum of one deputy principal and six executive teachers.
- 92.5 With the exception of Black Mountain school, all Category 4+ schools will have a minimum of one deputy and three executive teachers.
- 92.6 With the exception of Birrigai and Jervis Bay, all Category 4 schools, Category 3+ schools and Black Mountain school will have a minimum of one deputy principal and two executive teachers.
- 92.7 Category 3 schools will have a minimum of one deputy principal and one executive teacher.
- 92.8 Birrigai, Jervis Bay and all Category 2 schools, will have a minimum of one executive teacher with a reduced teaching load of twelve hours per week to address, in particular, administrative workload issues in small schools.
- 92.9 New positions created from the minimum structures outlined in the above clauses will be created from 2005.

Section O - Means of Engagement

93. Permanent Employment

- 93.1 In accordance with the Public Sector Management Act 1994, unless otherwise determined by the Chief Executive, all teachers are appointed on probation. Appointment on probation applies regardless of the classification at which an appointment is made.
- 93.2 In recognition of the complex nature of teaching, the probationary period applicable to all teachers is 12 months unless otherwise determined by the Chief Executive or Delegate.
- 93.3 During probation, teachers are subject to agreed assessment procedures carried out by an assessment panel. Assessment panels will usually be made up of three panel members, constructed in accordance with agreed guidelines issued by the department from time to time.
- 93.4 If the delegate considers that further time is needed for a fair assessment to be made, the period of probation may be extended. The delegate will inform the teacher in writing of this decision before the end of the initial probationary period.
- 93.5 Departmental support provided to teachers on probation includes:
- (a) Induction;
 - (b) orientation;
 - (c) mentoring; and
 - (d) additional professional development as outlined in Part 2, Section P.

94. Temporary Employment

- 94.1 A teacher engaged as a temporary employee will be issued with a contract of employment prior to the commencement of each new period of temporary employment. The contract of employment will stipulate the terms of employment including:
- (a) The school and position number to which the contract applies.
 - (b) The starting and finishing dates, or in lieu of a finishing date, the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire.
 - (c) The circumstances under which the contract may be terminated on providing 10 days notice. Where the contract is not terminated for disciplinary or performance reasons, the availability of a replacement contract will be considered prior to the provision of notice of termination.

- (d) The classification level and salary on commencement of the employment and the hours or the fraction of full time hours to be worked.
- (e) The assessment process to be undertaken during the term of the contract.

94.2 A teacher engaged as a temporary employee will be entitled to:

- (a) Incremental Advancement. A teacher engaged as a temporary employee who has a period of continuous service in a classification which has an incremental structure, will be entitled to progress through that structure in the same way as a permanent employee engaged in the same or similar classification.
- (b) Conditions of Employment and Calculation of Continuous Service:
 - (i) A teacher engaged as a temporary employee, except as otherwise stated in this Clause, will be entitled to the same conditions of employment as apply to a permanent employee in an equivalent classification.
 - (ii) Breaks of up to twelve weeks, excluding stand down periods and recreation leave, between successive temporary contracts will not constitute breaks in continuous service providing at least the equivalent of one full day of casual employment is completed in that twelve week period.
 - (iii) Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this Clause.
 - (iv) Temporary employees will be entitled to anticipate on a pro rata basis, leave entitlements from the first day of their contract. This does not include long service leave, except as provided for in Part 1, clause 34.

94.3 A teacher seeking temporary employment who has a current recruitment rating may apply in the annual recruitment round to have that rating retained. Maximum retention is for a further two recruitment rounds provided an application for retention is submitted each year.

94.4 Following the end of the retention period a full application must be submitted. If a teacher wishes to seek permanent employment they must submit a full application in the annual recruitment round.

94.5 There will be two categories of temporary employment:

- (a) Short Term Contract: This applies whenever the duties of a teacher, part time or full time, are required to be performed for a period within a school term which is in excess of twenty continuous school days but less than the full school term in the

same position. In this circumstance the following arrangements will apply:

- (i) The short term temporary contract will be arranged by the school and will be available to registered casual employees. A copy of the contract must be received by the Manager, Workforce Management within four working days of the commencement of the contract.
 - (ii) The commencement date of the short term contract cannot be backdated to cover a period for which a casual claim has already been submitted.
 - (iii) A contract assessment report will be provided to the teacher by the teacher's supervisor at the end of the contract. A copy of this report will be forwarded to the Manager, Workforce Management.
 - (iv) The provisions of 94.2 will apply, except that the employee will accrue one day of personal leave and one day of recreation leave for each full 10 days of the contract and that leave entitlements may not be anticipated.
 - (v) Recreation leave accrued but not taken under 94.2(b)(iv) will be paid out at the end of the temporary contract.
 - (vi) Any breaks in service for which a permanent teacher would be covered by the provisions of personal leave or bereavement leave, will be considered as part of the 20 days.
- (b) Long Term Contract: This applies whenever the duties of a teacher, part time or full time are required to be performed for a school term or more. Workforce Management will remind schools at the commencement of each term of their obligations to declare vacancies in order to facilitate offers of long term temporary employment. The following arrangements will apply for long term contracts:
- (i) The long term contract can only be arranged through the Workforce Management Section and can only be offered to applicants for employment who have a current recruitment rating.
 - (ii) Temporary contract assessment processes will apply. However, a teacher previously engaged for at least a full school year, will be required to undergo a contract assessment at the end of the contract only, unless the Manager, Workforce Management, the principal, or the teacher requests a full assessment.
 - (iii) The commencement date for a long term contract will be the date first worked following acceptance of the long term contract, except as provided for in 94.5(b)(v).
 - (iv) Where a teacher engaged on a long term contract for Term 4 has accepted a contract for at least Term 1 of the next school year prior to the designated pay out date, the

teacher will be entitled to pro rata recreation leave, full payment for public holidays and stand down from the end of the standard recreation period.

- (v) If a teacher engaged on a long term contract for Term 4 has not been offered a contract for at least Term 1 of the new school year by the designated pay out date but subsequently accepts a contract for at least Term 1 of the next school year prior to the first working day following 26 January, the commencement date of the new long term contract will be the day following the end of the standard recreation period.
- (vi) If a teacher is offered a contract at any time during week one of Term 1, the start date of the contract will be from the first day of attendance at the workplace.
- (vii) A teacher who has successive long term temporary contracts on either side of a stand down period will receive payment for the stand down period.
- (viii) The provisions of 94.2 will apply.

95. Casual Relief Employment

- 95.1 Teachers seeking casual employment are required to apply with the department for registration.
- 95.2 Suitable teachers will be issued with a registration 'relief' card. Teachers issued with a registration card are required to reapply annually for continuation of approval to seek casual employment.
- 95.3 Casual teacher registration may be cancelled at any time where performance or conduct is unsatisfactory.
- 95.4 In the interests of fairness and equity, from January 2005, engagement of all teachers seeking causal relief employment will only be made through the department's central booking system.
- 95.5 Teachers engaged for casual relief are entitled to normal statutory provisions. All other conditions applicable to casual relief teachers are outlined in this clause.
- 95.6 For the purposes of payment, there are two categories of casual relief teacher:
 - (a) **Casual Relief Teacher Rate 1 - Experienced Teacher.** This rate will be paid to teachers who:

- (i) if eligible to be employed on long term contract or as a permanent teacher would be entitled to payment at top of the Classroom Teacher salary scale; or
 - (ii) have been employed at the top of the Classroom Teacher scale or in a promotions position in an ACT Government school or equivalent.
- (b) **Casual Relief Teacher Rate 2.** This rate will be paid to casual teachers other than those paid in accordance with clause 95.6(a).

95.7 Prior to the commencement of the 2005 and 2006 school years, calculations of possible savings from the agreed increases prior to implementation of two rates of pay for casual teachers will be conducted. In response to recommendations from the Working Party on Casual Teaching in ACT Government Schools 2002, any additional funds remaining from the allocated funds will be available during the following school year for use for registered casual relief teacher professional development. If no funds are available through this mechanism, funds will be made available from the Professional Learning Fund for registered casual relief teacher professional development.

95.8 Teachers engaged for casual relief will not be expected to perform duties outside the hours of the ordinary program of the school at which they are engaged.

95.9 A rate equivalent to three hours pay will be payable to teachers engaged for casual relief who are advised that their services are not required after a firm booking unless notice is given twenty four hours prior.

95.10 When a teacher engaged for casual relief attends for less than the normal school day the teacher will receive 1/6th of the appropriate daily rate for each hour or pro rata hour of attendance.

95.11 When a school decides for professional reasons that the services of a teacher engaged for casual relief are no longer required, the Principal will provide counselling to the teacher engaged for casual relief.

96. 3 Year Trained Teachers

96.1 In offering employment, the department will give priority to suitable 4 year trained teachers, however consideration may be given to outstanding applicants with 3 year teaching qualifications in areas of need.

96.2 In accordance with guidelines set out in 96.1, 3 year trained teachers who have been employed on long term contracts for a continuous period of at least three years will be considered for permanent

employment through the Classroom Teacher Recruitment Round in the third year.

- 96.3 The department may make an offer of permanent appointment to a 3 year trained teacher conditional upon successful upgrade to 4 year trained or equivalent within a 3 year period. For a maximum period of 3 years while the upgrade is being undertaken, the teacher will be employed on long term contracts.
- 96.4 An offer of permanent appointment will not take effect until all 4 year trained qualification requirements are met. Permanent appointment will not take effect until 4 year trained qualifications are met.
- 96.5 The department will support 3 year trained teachers to upgrade their qualifications by:
- (a) providing advice regarding procedures for recognition of prior learning; and
 - (b) exploring with the University of Canberra streamlined opportunities for 3 year trained teachers, with recognition of prior learning, to access approved courses to upgrade their qualifications to 4 year trained.

97. Casual Intern Arrangements

- 97.1 The purpose of the employment of Casual Interns is to provide them with the opportunity to experience a number of different school settings and to build on the skills they have developed through their internship. The parties also recognise that these interns, although they have completed their internship and all methodology units, still have responsibilities in terms of their university studies.
- 97.2 Casual Interns have not been awarded their final academic teaching qualification and are therefore not yet fully qualified teachers. Hence, a Casual Intern must be appropriately supervised whilst working in a school. This is an essential consideration in relation to schools meeting their duty of care obligation to students.
- 97.3 Interns who wish to undertake work in a school following completion of their formal Internship Program must apply for registration prior to undertaking such work. Casual Interns approved for such work will be issued with a registration card which must be presented to each school on each visit. Registration is only valid for Semester 2 in the year of issue.
- 97.4 Casual Intern employment will be subject to the following conditions
- (a) a Casual Intern will not be eligible for employment on short or long term contracts; and
 - (b) a Casual Intern will work a maximum of 3 days per week

97.5 On completion of all requirements for a teaching award with evidence in the form of a Final Academic Transcript or letter from the university, Casual Interns may apply for Casual Relief Teacher registration.

Section P – Developing the Profession

98. Developing Classroom Teachers

- 98.1 Teaching and leadership excellence develops with experience and appropriate support. '[Teachers] enter the profession with varying levels of prior learning, work experience and professional preparation and work in a range of different contexts' (A National Framework for Professional Standards for Teaching – MCCEETYA, 2003).
- 98.2 Teachers are placed on the Classroom Teacher salary incremental scale based on recognition of qualifications and prior experience, including both teaching and other work experience. Movement through the incremental scale is based on performance and is in recognition of competence, developing expertise and the assumption of broader professional responsibilities. As excellence develops there is a corresponding professional responsibility to contribute to the future of the teaching profession by sharing expertise and experience.
- 98.3 The following three categories for Classroom Teachers have been included for the purposes of identifying professional responsibilities and targeting support effectively:
- (a) Beginning Teacher – The main responsibility for beginning teachers is to develop their classroom teaching skills. It would not normally be expected that beginning teachers would take on mentoring of other beginning teachers or supervision of university students. Beginning teachers will receive appropriate support including induction and orientation as well as further resources as outlined in PART 2- Section P clause 99.
 - (b) Accomplished Teacher – developing expertise. It is expected that accomplished teachers, with 4-6 years of teaching experience, will take on broader professional responsibilities within the school as part of their professional pathways plan. This may include supervision of university students undertaking professional experience, mentoring beginning teachers, responsibility for some school wide tasks, etc.
 - (c) Emerging Leaders – expert practitioner with developing or emerging leadership skills. It is expected that emerging leaders, generally teachers with seven or more years teaching experience, will take on additional responsibilities within the school as part of their professional pathways plan. This may include supervision of university students (in particular interns), mentoring beginning teachers, responsibility for school wide tasks such as coordinator roles, etc. The higher relative increase for teachers on top of the Classroom Teacher scale reflects the expected greater capacity to take on further professional responsibilities.

98.4 Teacher's professional responsibilities should be recorded on their professional pathways plan including appropriate support or further training required.

99. Beginning Teacher Support

99.1 The current orientation and induction program for newly appointed teachers and long term temporary contract teachers funded from the Professional Learning Fund will continue.

99.2 To complement the current orientation and induction program outlined in clause 99.1, from January 2005 the department will implement an additional support program for beginning teachers in their first three years of teaching. This program will provide to schools a total of 15 days over three years for each beginning teacher:

- (a) six (6) in their first year of teaching;
- (b) five (5) in their second year of teaching; and
- (c) four (4) in their third year of teaching.

99.3 The support provided to beginning teachers under this program should be included as part of their Professional Pathways Plan.

99.4 The purpose of these days is to release beginning teachers and others (e.g. mentors) as appropriate, from classroom duties as part of an individually defined development program that may include: observations, mentoring and additional professional development (including cluster based professional development).

99.5 Prior to 1 January 2005 parties will develop guidelines around the beginning teacher program.

100. Professional Learning

100.1 All full time teachers are required to participate in a minimum of five days per year of approved employees development. This professional learning will be allocated as follows:

- (a) one day devoted to a system priority as determined by the department and conducted in designated stand down periods;
- (b) two days for appropriate school based priorities and conducted in designated stand down periods;
- (c) one day for appropriate school based priorities which may be conducted outside of regular school hours in half or full day blocks; and
- (d) one day (or equivalent) personal or professional development in their own time.

100.2 Part time teachers' minimum professional learning days will be calculated on a prorata basis. Distribution of these days will be negotiated with the principal.

100.3 Day one of the school year will remain a planning day for employees.

100.4 In order to be recognised as appropriate staff development, the days arranged in stand down and the individual's day should:

- (a) be a coherent program, consistent with the system/school development plan and/or an individual's Professional Pathways Plan;
- (b) enhance the knowledge or skills of teachers that will lead to improved student learning;
- (c) enable teachers to reflect on their current practice;
- (d) typically involve teachers in collaboration with other teachers or relevant professionals;
- (e) typically lead to follow up activities such as further research, discussion, experimentation or collaboration; and
- (f) provide teachers with opportunities to develop leadership capabilities.

100.5 The Teacher Professional Learning Fund will continue to be allocated \$1.25 million per annum (including an allocation to be identified for teacher scholarships). These funds will be allocated to professional learning for teachers other than principals.

100.6 The Principal Professional Learning Fund will continue to be allocated funds equivalent to 1% per annum of total principal salary costs. The Principal Professional Learning Fund will continue to be maintained separately to the Teacher Professional Learning Fund.

100.7 The parties will develop agreed priorities for the delivery of professional development funded through 100.5 and 100.6.

100.8 The department will continue to monitor teacher professional development formally conducted by schools for planning and reporting purposes.

101. Professional Pathways

101.1 Parties agree that the continual development of a teacher's professional skills and knowledge should occur as a normal part of their professional role in a school.

101.2 All permanent teachers, including those on probation, will participate in Professional Pathways. Casual and contract teachers are covered by other specific assessment processes, although teachers employed

on Long Term contracts may negotiate with the principal/manager to participate in the process.

- 101.3 Probationary teachers will undergo probationary assessment procedures as part of Professional Pathways. The parties recognise that a probationary teacher's Professional Pathways Plan will incorporate requirements for assessment as a probationer together with system and school priorities, but generally will not extend beyond those requirements in the first 12 months.
- 101.4 Professional Pathways is a dynamic, forward planning development tool aimed at providing teachers with meaningful feedback and advice in a supportive and confidential environment.
- 101.5 A teacher will have a professional mentor, normally their supervisor, as part of professional pathways. With the agreement of the principal and teacher, an experienced classroom teacher may undertake that role. For promotional positions either the deputy principal or principal may undertake this role.
- 101.6 Principals/managers are responsible for implementing Professional Pathways and ensuring that the process is conducted in a professional, objective and fair manner. Where areas for improvement are identified it may be appropriate to resolve these through a Pathways to Improvement process.

102. Professional Pathways Plan

- 102.1 All teachers who are permanent officers, including those on probation will have a Professional Pathways Plan as a basis for assessing and developing their professional performance and for engaging in performance feedback.
- 102.2 The process of developing a Professional Pathways Plan (the Plan) is the responsibility of the teacher and their mentor through professional discussion and will be recorded in writing. Teachers will have ownership of their plan for the continuing development and enhancement of their professional skills and talents.
- 102.3 In developing the Plan, both teacher and mentor should take account of the expectation that as experience and expertise increases, individual teachers will contribute to system and school capacity-building, as outlined in clause 98. This contribution may include tasks such as supervision of student teachers; acting as an Associate Teacher for the Intern Program; mentoring beginning and less experienced colleagues; and co-ordination functions within the school/faculty. When a teacher engages in any capacity-building tasks, these should be clearly acknowledged in their Professional Pathways Plan.

102.4 In the Plan, the teacher and their professional mentor will identify and record realistic and agreed goals and strategies for the school year. The plan will focus on the teacher's:

- (a) professional work performance;
- (b) professional and work related goals;
- (c) professional learning;
- (d) pathways for development;
- (e) personal growth and career development;
- (f) whole of school role and responsibilities; and
- (g) information technology and other training needs.

102.5 In conducting their professional discussion the teacher and their professional mentor will have regard to relevant factors including:

- (a) priorities in the ACT Government Schools Plan and other relevant departmental initiatives;
- (b) the needs of the school and the School Development Plan;
- (c) priorities set out in the school's business and education plans and policies;
- (d) the need to enhance student educational outcomes;
- (e) curriculum assessment and reporting data;
- (f) the school setting, including whole of school roles and responsibilities, management and team structures, the school community, parents as partners;
- (g) other factors which may affect the teacher's circumstances, such as part time work or leave arrangements; and
- (h) the requirement for teachers to participate in professional development as outlined in Part 2, Section P.

103. Review of Professional Pathways Plan

103.1 A review of the Plan will be made through professional discussion between the teacher and their professional mentor to provide feedback and to ascertain:

- (a) the extent to which the goals in the Plan have been met;
- (b) areas of strength and achievement;
- (c) variations which need to be made; and
- (d) strategies for areas of performance which require improvement.

103.2 A teacher's Plan will be formally reviewed at least twice during the school year with:

- (a) an initial review no later than midway between the making of the Plan and the end of the school year; and
- (b) a final review after an agreed period following the initial review and before the end of the school year.

Additional reviews may be conducted as determined by the principal/manager.

103.3 A teacher's Plan, may be varied by agreement during the school year to reflect changing circumstances. When a teacher changes schools or is promoted, the existing Professional Pathways Plan should be reviewed within one month of taking up the new position to recognise the teacher's changed circumstances.

104. Record Management For Professional Pathways Plan

104.1 A copy of the Professional Pathways Plan will be retained and stored securely by the Principal, and be available to the professional mentor. The original of the plan will be retained by the teacher.

104.2 Information regarding professional development and other training needs may be used in planning school and system wide professional development programs. Otherwise, disclosure of information in a teacher's Plan is at the teacher's discretion.

104.3 Professional Pathways Plans may not be used as a source of information for any employee selection processes.

105. Pathways To Improvement

105.1 Pathways to Improvement is an early intervention program to assist teachers improve their professional practice and work performance in a positive, constructive and non threatening climate and manner.

105.2 It is expected that Pathways to Improvement will be initiated and managed by a supervising teacher who is the direct supervisor in consultation with the Principal. The Principal and the teacher may agree that another person will undertake this role. However, the teacher's direct supervisor must continue to be involved in managing and supporting the teacher.

105.3 Pathways to Improvement may be initiated at any stage in the Professional Pathways process. Pathways to Improvement will normally be implemented for up to one school term or equivalent.

105.4 The Principal is responsible for ensuring that:

- (a) Pathways to Improvement is used solely for the purpose of addressing professional issues. Personal and disciplinary issues are dealt with through other means. Officers on probation, contract and casual teachers are not covered by the provisions of this Clause.
- (b) Pathways to Improvement is put in place to assist any teacher requiring assistance in their professional performance;

- (c) the period of time agreed to implement the plan will appropriately reflect the issues;
- (d) appraisal of the teacher's professional performance is appropriately recorded;
- (e) feedback is regularly provided to, and received from, the teacher;
- (f) the process is conducted in a sensitive, objective and fair manner; and
- (g) the teacher is made aware of the availability at any stage of the department's Employee Assistance Program for counselling or other support.

105.5 In general, applications for Leave Without Pay, Long Service Leave or requests for transfer will not be approved whilst a teacher is undergoing a Pathways to Improvement process.

105.6 The principal/manager will inform the teacher in writing of the initiation of the Pathways to Improvement process and will include identified areas for improvement and indicators. Areas identified by the supervisor or principal/manager to be addressed through Pathways to Improvement may not necessarily have been part of the teacher's Professional Pathway Plan. The teacher will be invited by the principal/manager to provide written comments on this advice, including any reasons that may have contributed to the recent standard of work performance of the teacher. The principal/manager will convene a meeting and invite the teacher to have a support person present. The meeting will include discussions as to the indicators of improvement.

106. Pathways To Improvement Plan

106.1 Whilst the teacher is on Pathways to Improvement their Professional Pathways Plan will be suspended, however, the Pathways to Improvement Plan may include aspects of the teacher's Professional Pathways Plan.

106.2 Teachers will have a Pathways to Improvement Plan developed in conjunction with their supervisor as a basis for addressing the identified areas for improvement. The plan will enable a teacher and their supervisor to set specific and achievable goals which will support the teacher to address these identified areas and to reach agreed indicators of appropriate performance.

106.3 A Pathways to Improvement Plan will be negotiated between the Principal, the supervisor and the teacher and include strategies to assist the teacher to improve their professional performance. Appropriate strategies may include:

- (a) a professional development plan;
- (b) a professional appraisal schedule;

- (c) mentoring by another teacher;
- (d) changes to their working arrangements;
- (e) straightforward performance indicators to assess each strategy; and
- (f) an agreed review timetable.

106.4 The teacher's performance will be assessed on a regular basis by the supervising teacher after professional discussion with the teacher. These discussions will be documented and provide constructive feedback and establish the extent to which the identified issues in the Pathways to Improvement Plan are being addressed. The teacher will be given the opportunity to provide written comments on these assessments.

106.5 If the principal/manager considers that further time is needed for a fair assessment to be made, then the principal/manager may extend Pathways to Improvement by up to a period of one school term or equivalent. The principal/manager will inform the teacher in writing of this decision before the end of the initial Pathways to Improvement period.

107. At The End Of The Pathways To Improvement Period

107.1 At the end of the Pathways to Improvement period the supervisor will provide the principal/manager with a written assessment of the teacher's performance against the indicators.

107.2 If at the end of the Pathways to Improvement period, the principal/manager assesses the work performance of the employee as:

- (a) Satisfactory: no further action will be taken under these procedures. The principal/manager will inform the employee in writing of this conclusion and the teacher will return to Professional Pathways procedures. The Pathways to Improvement Plan forms part of the teacher's Professional Pathways, the original of the Plan will be retained by the teacher and a copy kept by the principal/manager for a period of two years; or
- (b) Unsatisfactory: the principal/manager will provide an assessment report, including a copy of the teacher's Pathways to Improvement Plan, to the Director, Human Resources and recommend under performance action be taken. In making this decision, the principal/manager may initiate other appropriate inquiries they consider necessary to form a considered view. The Director, Human Resources may elect to proceed with under performance action or request further action be taken at the school site.

107.3 Except for the purposes set out in this section, disclosure of information in a Pathways to Improvement Plan is at the teacher's discretion.

107.4 A Pathways to Improvement Plan may not be used as a source of information for any employee selection processes.

107.5 Any dispute arising from the operation of this Clause will be dealt with in accordance with Part 1, clause 13.

108. Under-Performance Action

108.1 If under-performance action is to be taken, the Director, Human Resources will advise the employee in writing:

- (a) of the assessment and reasons for the principal/manager's assessment;
- (b) of the action or actions (under-performance action) proposed to be taken;
- (c) that the employee is invited to respond in writing to the proposed action within a specified period (not to be less than 24 hours or more than 7 days); and
- (d) explaining the appeal mechanisms available under the Agreement.

108.2 One of the following actions is available under these procedures:

- (a) transfer to other duties (at or below current salary);
- (b) reduction in incremental point;
- (c) temporary or permanent reduction in classification/salary; and
- (d) termination of employment.

108.3 At any time after 7 days from the date the Delegate informed the employee under clause 108.1, the Delegate may, after taking into consideration any written comments from the employee, take any of the under-performance actions outlined in the information provided to the employee under clause 108.1. The Delegate will inform the employee in writing of this decision.

108.4 At any time in these procedures, the employee may elect to be retired on the grounds of inefficiency.

109. Appeal Rights

109.1 The employee has the right under Section H – Appeal Mechanisms to appeal any under-performance action taken under this Section, except action to terminate the employee's employment.

109.2 The employee has the right to bring an action under Division 3 of Part V1A of the WR Act in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

Section Q - Teacher Transfer, Mobility and Limited Time Placement

110. Introduction

110.1 There are significant professional benefits to individuals, to schools and the government school system in encouraging teaching staff mobility.

110.2 Teaching staff mobility ensures that a teacher transfers to a different school, education setting or worksite by the end of their placement period.

110.3 Placement periods will not be varied to account for periods of leave or temporary transfer.

110.4 The placement period may be extended by the Chief Executive or delegate under special circumstances.

110.5 Unless specifically referred to in this section, the procedures outlined in this section apply to the exclusion of provisions contained in sub section 83(4) of the Public Sector Management Act 1994 and any related provisions contained in the ACT Public Sector Management Standards and Best Practice Notes.

110.6 The intention of limited time placements is to:

- (a) provide teachers access to priority placement arrangements in their final year of placement;
- (b) allow for further recruitment in these areas; and
- (c) increase the pool of officers with suitable skills and qualifications to fill these positions.

110.7 Over the life of the agreement, the parties will evaluate all mobility provisions, with a particular focus on the benefits and consequences of the mobility policy.

111. Classroom Teacher Classification (Formerly Teacher Level 1 Officers)

111.1 As of the beginning of 1999 all Classroom Teachers either:

- (a) appointed; or
 - (b) promoted; or
 - (c) transferred from a non-teaching classification,
- will be initially placed for a maximum of four (4) years.

111.2 The second placement for employees appointed in accordance with clause 111.1 for a maximum of six (6) years.

111.3 all subsequent placements for appointment under clause 111.1 will be for a maximum of eight (8) years.

111.4 Classroom Teachers with more than four (4) years teaching experience prior to being appointed may have an initial placement of a maximum of six years (6) and all subsequent placements a maximum of eight (8) years.

111.5 Principals of schools where there will be an excessive number of staffing changes from one school year to the next may apply to the Manager, Workforce Management, prior to positions being advertised, to extend the initial placement of a Classroom Teacher by one (1) year.

111.6 During the transfer round if a suitable replacement for a position cannot be found, the panel and principal may negotiate to extend the placement of a Classroom Teacher by one (1) year with the approval of the Manager, Workforce Management.

111.7 Classroom Teacher positions in the office are filled for a maximum of one year. Classroom Teacher office based positions will be readvertised during the transfer/placement round. If the current occupant is the successful applicant, the delegate may extend the placement by up to 12 months. The maximum period an officer may spend in Classroom Teacher office based positions in any combination of placements is three (3) years.

112. School Leader C Classification - Executive Teachers (Formerly Teacher Level 2 Officers)

112.1 Officers employed under School Leader C classification appointed, promoted or transferred since 10 August 2000 will be placed for a maximum of:

- (a) six (6) years in any one school; or
- (b) three (3) years in an office based position (subject to clause 112.4).

112.2 Permanent School Leader C officers in their fifth, sixth, or later year in the one school, in their final year in each office based position, or designated for priority placement are eligible to apply for School Leader C positions advertised for transfer only. These officers seeking transfer will be assessed before other applicants are considered.

112.3 School Leader C officers in their first four years in a school based position or in their first two years in office based positions will continue to be eligible to apply for vacancies where no restriction on eligibility is indicated in the advertisement.

112.4 In the third year of an officer's placement in an office based position, the position will be advertised. If the current occupant is the

successful applicant, the delegate may extend the placement by up to two (2) years. The maximum period a teacher may spend in office based teacher classification positions is five (5) years in any combination of placements at any level.

113. School Leader B Classification - Deputy Principals/Principals (Formerly Teacher Level 3)

113.1 Officers employed under the School Leader B classification appointed, promoted or transferred since 10 August 2000 will be placed for a maximum of:

- (a) six (6) years in any one school; or
- (b) three (3) years in an office based position (subject to clause 113.3).

113.2 School Leader B officers seeking transfer in their fifth, sixth, or later year in the one school, final year in an office based position, or designated for priority placement will be considered in isolation for any School Leader B vacancy for which they apply. This means that in any field of applicants, one or more eligible School Leader B officers seeking transfer will be assessed before other applicants are considered.

113.3 In the third year of an officer's placement in an office based position, the position will be advertised. If the current occupant is the successful applicant, the delegate may extend the placement by up to two (2) years. The maximum period a teacher may spend in office based teacher classification positions is five (5) years in any combination of placements at any level.

114. School Leader A Classification - Principals/Managers (Formerly Teacher Level 4)

114.1 Officers employed under School Leader A classifications appointed, promoted or transferred since 1 December 1999 will be placed for a maximum of six (6) years in any one school based position and a maximum of three (3) years in any one office based School Leader A position.

114.2 Officers employed prior to certification on higher duties in School Leader A office positions will return to their substantive level once their initial placement period in the office is complete.

114.3 In the third year of an officer's placement in an office based School Leader A position, the position will be advertised. If the current occupant is the successful applicant, the delegate may extend the placement by up to two (2) years. The maximum period a teacher may

spend in office based teacher classification positions is five (5) years in any combination of placements at any level.

114.4 School Leader A officers seeking transfer in their fifth, sixth, or later year in the one school, final year in an office based position, or designated for priority placement will be considered in isolation for any School Leader A vacancy for which they apply. This means that in any field of applicants, one or more eligible School Leader A officers seeking transfer will be assessed against the principal capabilities for each position before other applicants are considered.

114.5 Unless otherwise determined by the Chief Executive, the following provisions apply to School Leader A officers required to move under mobility provisions outlined in clause 114.1.

- (a) School Leader A officers who have been actively, but unsuccessfully seeking transfer (for all suitable positions at category or above) and have been placed under Part 2, clause 114.4 at a lower salary:
 - (i) the School Leader A officer's salary will be set at the level of the school in which the officer is placed or the base category salary of their school immediately prior to the move, whichever is higher, for a period of 12 months. Note that base category salary excludes salary advancements.
 - (ii) School Leader A officers will be considered in isolation for vacancies for which they apply, in accordance with Clause 114.4.
 - (iii) after 12 months the School Leader A officers will be transferred to a position.
- (b) School Leader A officers who are not active in managing this process will be placed in a suitable position by the delegate. The salary level of the school in which the officer is placed will apply from the date of transfer.

115. Jervis Bay School

115.1 Teaching staff mobility as set out in this section will apply to all teachers (including school leader classifications) who are appointed, promoted or transferred to Jervis Bay School.

115.2 Teachers who request a transfer to Classroom Teacher positions at Jervis Bay School in order to accompany their partner on a temporary posting to the naval complex will be eligible to seek an extension to the teaching staff mobility placement to match the period of the posting. Appropriate evidence of the posting must be supplied.

115.3 Teachers appointed to Classroom Teacher positions at Jervis Bay School who are already established residents of the local area at the

time of appointment may apply to have the teaching staff mobility placement extended to meet on-going family commitments.

115.4 Officers appointed, promoted or transferred to a School Leader position at Jervis Bay School may reapply for the position when advertised. If successful, the officer will be placed for the maximum period applicable. If unsuccessful, the officer will be placed through the normal priority placement procedures.

116. Special Education and Student Support Positions.

116.1 Teaching staff mobility as set out in this section will apply to all teachers who are appointed, promoted or transferred to these positions.

116.2 All identified positions will continue to be advertised for a maximum period of three (3) years.

116.3 The intention of these provisions is to:

- (a) provide teachers access to priority placement arrangements in their final year of placement;
- (b) allow for further recruitment in these areas; and
- (c) increase the pool of officers with suitable skills and qualifications to fill these positions.

116.4 In the final year of a placement period officers may apply to the Manager, Workforce Management prior to the annual Transfer/Placement Round to have a placement period extended by a maximum of three (3) years or the limit of their mobility placement whichever is the lesser.

117. Birrigai Positions

117.1 Teaching staff mobility as set out in this section will apply to all teachers (including school leader classifications) who are appointed, promoted or transferred to Birrigai.

117.2 In order to provide a maximum number of officers the opportunity to work at Birrigai, from the date of certification all vacant Classroom Teacher Birrigai positions will be advertised for a maximum period of three (3) years.

117.3 In the final year of the initial placement period officers may apply during the Transfer/Placement Round and be placed for a further 12 months maximum.

118. Instrumental Music Program

118.1 Teaching staff mobility as set out in this section will apply to all teachers (including school leader classifications) who are appointed, promoted or transferred to these positions.

118.2 All identified positions in the program will be advertised for a maximum period of three (3) years.

118.3 In the final year of a placement period officers may apply to the Manager, Workforce Management prior to the annual Transfer/Placement Round to have their placement period extended by a maximum of three (3) years or the limit of their mobility placement whichever is the lesser.

Section R – Allowances and Payments

119. Principal Allowances

119.1 Except as provided for in this clause, salaries paid to principals are “all in” salaries: no additional allowances in the nature of salary will be payable to principals.

119.2 Motor Vehicle Allowance and other Expense related allowances by way of reimbursement for purposes such as official travel as set out in the Public Sector Management Standards, will continue to apply.

120. Teacher in Charge Allowance (preschool)

120.1 The Teacher in Charge Allowance is an administration allowance paid to teachers in charge of a preschool from one and a half time to triple units.

121. Special Education Allowance

121.1 Current procedures for payment of the Special Education Allowance will continue.

121.2 Over the life of the Agreement the parties will develop new policy guidelines which will specifically address future eligibility for the allowance based on qualifications and educational settings.

122. Travelling Entitlement

122.1 A teacher appointed to, or on contract at, an isolated establishment listed in Clause 188, Appendix 1 – Salaries and Allowances, is entitled to receive a Travelling Entitlement.

122.2 The Travelling Entitlement replaces any existing entitlement for isolated establishment Allowance for employees under the relevant award, PSMA and Standards.

122.3 Travelling Entitlement is payable for each complete trip when an employee attends duty to the maximum of once per day.

122.4 An employee is entitled to be paid the full rate of the entitlement for each continuous period of duty if they do not travel at the department’s expense and:

- (a) travel to an isolated establishment to attend for a period of normal duty, or
- (b) have been directed to return to duty, with or without prior notice, to perform extra duty.

- 122.5 An employee who meets the requirements above but travels at the department's expense on the journey either to or from the isolated establishment, is entitled to be paid only at the Partial Rate.
- 122.6 An officer who lives in a dwelling provided by the department at the isolated establishment, or lives within ten kilometres from it, is not entitled to the entitlement unless they receive a payment for the use of private motor vehicle for official purposes.
- 122.7 If an employee receives any payments by way of allowances under this clause and the payment is less than the Travelling Entitlement, they are entitled to be paid the difference between the payment received and the Entitlement.
- 122.8 The designated Isolated Establishments and the relevant rates of pay will be reviewed during the life of this Agreement and cease if the establishment no longer fulfils the criteria for the payment of Isolated Establishment Allowance.

123. Leading Teacher

- 123.1 Schools may continue to create leading teacher positions for a period of up to 12 months following current procedures.
- 123.2 The payment for leading teacher is fixed at \$3,500 per annum and is to be paid from school funds.
- 123.3 The parties will review the leading teacher provision over the life of the agreement.

124. Student Teacher Supervision Payment

- 124.1 The parties consider student teacher supervision an important component in the ongoing development of the teaching profession.
- 124.2 Teachers who undertake supervision of student teachers will have that recorded in their Professional Pathways Plan.
- 124.3 Over the life of the agreement, the department will make arrangements with the University of Canberra and other relevant universities for the direct payment of the student teacher supervision to the supervising teacher.

125. Higher Duties Allowance

- 125.1 All teachers will receive a payment of Higher Duties Allowance after the completion of a total of 5 days of higher duty work. The first 5 days do not count for payment purposes.

125.2 The actual Higher Duties Allowance payable will be the difference between the teacher's salary and the salary of the higher duty position being undertaken.

125.3 Current procedures agreed by the parties for the filling of higher duty vacancies in 2004 will continue unless otherwise agreed.

Section S - Recognition of Work and Life Responsibilities

126. Regular Part Time Work and Job Sharing

126.1 The parties recognise that Regular Part Time Work and Job Sharing can be an effective means of reconciling the sometimes conflicting demands of an employee's work and personal commitments. To that end, Regular Part Time Work and Job Sharing are available to employees on the following basis.

126.2 Regular Part-time Work

- (a) Employees who work part time hours are those whose regular hours of work are less than those of a full time employee for that relevant classification over a four week period.
- (b) The department is committed to providing employees with opportunities to access part-time work so that they can more easily balance their work and life responsibilities. These responsibilities might include primary responsibility for a pre-school child, care of elderly parents or caring for a family member with a disability.
- (c) Applications for part-time work will be considered on the basis of the personal needs of the employee, taking into consideration operational requirements.
- (d) For employees returning from maternity or parental leave see clause 39.

126.3 Job Sharing

- (a) Full-time employees may request in writing permission to work in a job sharing arrangement. The Delegate will not unreasonably refuse, subject to operational requirements.
- (b) Employees working under job sharing arrangements share one full-time job and will be considered to be part-time with each working part-time on a regular, continuing basis.
- (c) The pattern of hours for the job sharing arrangement will be agreed between the employees and the Delegate. However, any single attendance at the office-based worksite will be for not less than three consecutive hours.
- (d) An employee who is in a job sharing arrangement and who was previously working full-time may revert to full-time employment before the expiry of the agreed period of job sharing if all parties to the arrangement agree. In the event that either employee

ceases to participate in the job sharing arrangement, the arrangement will terminate.

- (e) In the transfer rounds, the department will continue to make provisions for tandem applications where teachers propose to jointly apply for a position in a job share arrangement.

127. Family Care Costs

127.1 Where an employee is directed to work outside their regular pattern of work, the Delegate will authorise reimbursement to the employee by receipt for some or all of the costs of additional family care arrangements.

128. Employees with Caring Responsibilities

128.1 Carers are employees who provide, in addition to their normal family responsibilities, care and support on a regular basis to other family members or other persons who are sick or ageing, have an injury, have physical or mental illness, or a disability.

128.2 Family members may include children, brothers or sisters, domestic partner, parents, grandparents and close relatives. In some cases, employees may be responsible for providing care to a neighbour or a friend who has no one to assist with day-to-day care.

128.3 The department recognises that carer responsibilities vary considerably, depending on the level of care and assistance required and may be suddenly imposed, or may increase gradually. It is also recognised that, generally, employees are able to provide care and assistance outside normal working hours. However, there are times they are required to provide more support or assistance because of illness, injury or disability.

128.4 To assist employees in balancing their work and carer responsibilities flexible working and leave arrangements are provided in this Agreement. Examples of these flexible working and leave arrangements include, but are not limited to:

- (a) flexible starting and finishing times;
- (b) ability to take a few hours off work, and make it up later;
- (c) access to breast feeding facilities;
- (d) access to personal leave for caring purposes for members of immediate family or household;
- (e) home based work on a short or long term basis;
- (f) part-time work;
- (g) job sharing;
- (h) purchased leave;
- (i) annual leave;
- (j) long service leave;
- (k) leave without pay; and

(l) leave not provided for elsewhere.

128.5 Access to the leave entitlements listed in clause 128.4 are as provided for in this Agreement or the PSM Standards.

129. Nursing Mothers

129.1 Employees who are breastfeeding will be provided with the facilities and support necessary to enable them to combine a continuation of such breastfeeding with their employment.

129.2 Up to one hour paid lactation breaks per day will be available for nursing mothers.

129.3 Regular part time work will be available to nursing mothers returning to work in accordance with clause 39.

129.4 The parties will further consider issues of implementation and develop advice as appropriate.

130. Employee Assistance Program

130.1 The department will continue to support teachers through the provision of access to an Employee Assistance Program.

131. Parenting Leave Without Pay

131.1 A teacher who has completed 3 years current continuous service with ACTPS may be granted parenting leave after the birth or adoption of a child.

131.2 Parenting leave will not count as service for any purpose.

131.3 Parenting leave is available to either parent if they are both teachers however it cannot be taken concurrently.

131.4 A maximum of four years parenting leave may be granted for the first child or until the child reaches school age.

131.5 A further three years in total may be granted for any subsequent children.

131.6 Any entitlement remaining from the first child cannot be added to the entitlement for subsequent children.

131.7 The maximum leave available under this provision is seven years.

131.8 Parenting leave can only be approved to the day before the beginning of a new school year.

131.9 A teacher may be unattached when leave extends beyond twelve months.

132. Purchased Leave

132.1 The provisions applying to all teachers covered by this agreement, except office based teachers, are outlined in Appendix 3 - Purchased Leave (School Based Teachers).

132.2 Purchased leave arrangements for office based employees, are outlined in clause 151 of this agreement.

132.3 Purchased leave is not available to those employed under temporary and casual arrangements.

133. Christmas Shut down

133.1 The Christmas shutdown period refers to the working days between 28 December and 31 December inclusive.

133.2 Two days of paid leave will be granted to all employees for those days in the Christmas shutdown period for which a paid public holiday is not otherwise provided. This leave will count as service for all purposes.

133.3 Only those employees who are directed or rostered to work during this period may attend for work over the Christmas shutdown period.

133.4 Employees who are directed to work during the shutdown period will be entitled to take the two days paid leave at a time agreed between the employee and the relevant manager/ supervisor.

Section T - Other Matters

134. Assessment, Moderation and Certification

- 134.1 The parties acknowledge that the ACT Year 12 Certificate provides the most educationally valuable and cost-effective method of exit credential and recognition for ACT students.
- 134.2 The parties recognise the professional obligation and responsibility of Year 11 and 12 teachers to engage in the assessment, moderation and certification process.
- 134.3 The parties are committed to ensuring continued quality improvement of processes for assessment, moderation and certification.
- 134.4 The parties will establish mechanisms for regular consultation to improve the processes and resourcing associated with assessment, moderation and certification.

135. Hindmarsh Centre

- 135.1 Staffing arrangements for the Hindmarsh Centre will be negotiated within 6 months of certification of the Agreement with the express intention of providing for an extended educational program from January 2005 onwards.
- 135.2 Changes to staffing arrangements will apply to all teachers at the Hindmarsh Centre from January 2005 onwards. Teachers with a starting date prior to December 2004 who do not wish to work under the changed staffing conditions may request consideration for a priority placement during the 2004/2005 Transfer/Placement Round.

136. Birrigai

- 136.1 Within 12 months of certification of the Agreement parties will review current arrangements concerning residential and other employment provisions at Birrigai and implement agreed outcomes.

137. Vocational Education and Training

- 137.1 Within 12 months of certification of this agreement, the department will investigate arrangements for vocational education and training in schools and implement agreed outcomes.

138. Specialist Teaching Positions

- 138.1 In acknowledgement of changes for teachers providing specialist services in the schools:

- (a) the department will, within 12 months of certification of this agreement, investigate arrangements for teachers providing specialist services, in particular teacher librarians; and
- (b) the parties will support a trial and implement the outcomes agreed through the review of school counsellors.

139. Recognition of Additional Qualifications

139.1 The current procedures for recognition of additional qualifications will continue unless otherwise agreed by the parties.

140. Recognition of Prior Experience

140.1 The current procedures for recognition of prior experience will continue unless otherwise agreed to by the parties.

141. Occupational Health and Safety

141.1 Over the life of the agreement, the department will review the current time allocations provided for safety audits and inspections undertaken by health and safety representatives across all sectors.

142. Selection Panels

142.1 This clause applies to panels convened for promotions positions, temporary appointments and transfers. Higher duties procedures for positions recruited internally at the school, are as outlined in clause 125.

142.2 All promotions and temporary performance (for periods greater than two school terms or bridging two consecutive standdown periods) will be determined by a Joint Selection Committee.

142.3 To be eligible to sit on a selection panel, officers are required to have completed the appropriate departmental selection committee training.

142.4 In constructing a selection panel the chairperson must consider:

- (a) an appropriate gender representation;
- (b) an appropriate classification representation; and
- (c) that panel membership is broadly based (including officers outside of the vacancy location) to assist in recruiting for system needs.

142.5 Classroom Teachers with recent and relevant experience at the level of the vacancy may be approved to sit on a selection panel.

143. Professional Registration Board

143.1 The parties agree to explore a range of issues associated with teacher registration and the feasibility of establishing a system of teacher registration in the ACT over the life of this Agreement.

144. Strategic Alliances

144.1 The quality of learning and development of secondary students can be improved by the establishment of strategic and collegiate alliances between colleges and other organisations, particularly the Canberra Institute of Technology.

144.2 This Agreement supports, in the context of full service schooling, the facilitation of student access to a wide range of services provided by the health professionals, training providers, employment services and welfare services.

145. School Based Management

145.1 Current arrangements for school based management will continue to apply unless otherwise agreed as a result of the evaluation of school based management.

146. ACT Assessment Program

146.1 As well as being a source of information that enhances teacher judgment, ACT Assessment Program assists schools in planning curriculum and provides information for parents/ carers. ACT Assessment Program also provides student performance information for the ACT and Commonwealth Governments.

146.2 The ACT Assessment Program will continue to be completed every year by students in years 3, 5, 7 & 9. It assesses students' abilities in literacy and numeracy.

147. Annual Leave Loading

147.1 Annual leave loading arrangements for Classroom Teachers are outlined in clause 31.

147.2 Annual leave loading for School Leader As is included in annual salary.

147.3 All School Leader Bs and Cs will accrue their annual leave loading outlined in clause 31 as normal on 1 January 2005.

147.4 No further annual leave loading will accrue to School Leader Bs and Cs after 1 January 2005.

147.5 From 1 January 2005 all School Leader Bs and Cs will have the full year amount of the annual leave loading (rounded to the nearest dollar) included in annual salary.

PART 3 - EMPLOYEE SPECIFIC PROVISIONS

148. Introduction

148.1 The ACT Government is committed to the concept of work and life balance and recognises the importance of employees balancing their work and personal life.

148.2 It is acknowledged that all employees have commitments outside the workplace. These commitments may relate to family, to the community and to general health and wellbeing. Given the diverse nature of the workforce in the ACT Public Service, it is clear that employees have different needs at different times.

148.3 The department recognises the need to provide sufficient support and flexibility at the workplace to assist employees in achieving work and life balance. While family friendly initiatives are important aspects of work and life balance, it is also important that all employees, at all stages in their working lives, are supported in this manner.

Section U - Office Based Teacher Conditions

149. Transitional Provisions - Classroom Teachers

149.1 Classroom Teachers in office positions at the date of certification of this agreement will maintain the conditions agreed prior to their most recent placement period. These transitional provisions will continue until the end of the placement or for a period of 12 months whichever is the earlier. Following certification, Classroom Teachers formally placed for longer than 12 months at certification will have their situation reviewed.

150. Management of Excessive Hours

150.1 The parties to this Agreement recognise the importance of balancing work and personal life. The appropriate balance is a critical element in developing and maintaining healthy and productive workplaces. While it is acknowledged that peak workload periods may necessitate some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.

150.2 Managers and employees have a responsibility to minimise the extent to which excessive hours are worked. In the circumstances where work pressures result in the employee being required to work, or being likely to work, excessive hours over a significant period, the manager and employee together must review workloads and priorities and determine appropriate strategies to address the situation. In doing so,

the manager will consider and implement one or more of the following strategies to reduce the amount of excessive hours being accumulated:

- (a) review of workloads and priorities;
- (b) re-allocation of resources;
- (c) consideration of appropriate arrangements for time off in lieu or other recompense;
- (d) review staffing levels and/or classifications within the work group.

151. Purchased Leave (Office Based Teachers)

151.1 Subject to clause 143.2, office based teachers may purchase additional leave up to a maximum of 6 weeks. This additional leave is without pay and accounted for by a fortnightly deduction of salary over a twelve month period.

151.2 Approval to purchase additional leave is subject to both the discretion of the manager and the operational requirements of the workplace and the personal responsibilities of the employee.

151.3 Teachers may commence participation in purchased leave arrangements from the beginning of each quarter in the year. Alternative commencement dates will be permitted either by the agreement of the teacher and the department or if the teacher experiences unforeseen personal circumstances.

151.4 All such leave purchased will be taken within a twelve month period from the date of commencement in the Scheme. Purchased leave not taken will be forfeited and the value of the leave refunded at the end of the twelve month period at the exact rate it was paid.

151.5 Purchased leave will count as service for all purposes.

151.6 The purchase of additional leave under this clause will not affect the superannuation obligations of the employer and/or the teacher involved.

152. Home Based Work

152.1 The diverse nature of work conducted in the ACTPS lends itself to a range of working environments. From time to time workplaces will include work undertaken in the field and in the home.

152.2 Home based work, on a regular basis, is a voluntary arrangement which requires the agreement of both the department and the employee. Employee initiated requests will be considered, having regard to operational requirements and the suitability of the work.

152.3 In determining appropriate home based work arrangements, managers and employees will consider a range of matters, including:

- (a) appropriate and effective communication with office based employees;
- (b) the need to ensure adequate interaction with colleagues;
- (c) the nature of the job and operational requirements;
- (d) privacy and security considerations;
- (e) health and safety considerations;
- (f) the effect on clients; and
- (g) adequate performance monitoring arrangements.

152.4 Home based work arrangements may be terminated by the department on the basis of operational requirements, inefficiency of the arrangements, or failure of the employee to comply with the arrangements.

152.5 An employee may terminate home based work arrangements at any time by giving reasonable notice to their manager.

152.6 There may also be occasions where it is appropriate for an employee to work from home on an ad hoc basis. In these circumstances, arrangements to work from home are to be negotiated on a case by case basis between the employee and the manager.

152.7 Home computing facilities may be provided where the need is agreed between an individual employee and their manager. Provision of equipment will be subject to occupational health and safety requirements and to an assessment of technical needs by the manager.

153. Vacation Childcare Program

153.1 This clause applies to an employee with carer responsibilities for school age children who makes an application for annual leave, purchased leave or long service leave during school holidays that is rejected. In these circumstances, upon the production of a receipt, the department will in any calendar year, reimburse the employee \$20 per day towards the cost of each school child enrolled in an accredited school holiday program up to a maximum of:

- (a) \$100 per child per 5 days;
- (b) 10 days per child per year;
- (c) 3 children;

153.2 An accredited program is a program approved and/or subsidised by a State, Territory or Local Government.

153.3 Temporary employees will only be eligible for the payment if they will be or have been employed by the department for a period of at least 12 months.

153.4 The payment will apply only on the days when the employee is at work.

153.5 The payment will be made regardless of the length of time the child is in the program each day, but it cannot exceed the actual cost incurred.

153.6 An employee whose domestic partner receives a similar benefit from his/her employer is not eligible for the payment.

154. Hours of duty

154.1 Ordinary hours of work for teachers with the exception of Managers are 147 hours over a four week period (ie an average of 73 hours 30 minutes per fortnight or 36 hours 45 minutes per week). Ordinary daily hours of work will usually be 7 hours 21 minutes.

154.2 A manager and a teacher may agree on a pattern of hours of work subject to hours of work averaging 36 hours 45 minutes per week over the agreed settlement period and to the prescribed flextime bandwidth as outlined in clause 159.6.

154.3 For part-time teachers, hours are those designated for the job or agreed in their part-time work agreement.

155. Scheduling of Meetings

155.1 To assist employees to meet their personal responsibilities, where possible, all meetings in the department are to be scheduled at times that take into account those responsibilities.

155.2 Where possible, regular meetings and other scheduled activities should be included in the Yearly Planner/Term Planner.

156. Tenure

156.1 Tenure in the office for teachers is outlined in Part 2, Section Q- Teacher Transfer, Mobility and Limited Time Placements.

157. Return to School Based Positions

157.1 Teachers will retain their substantive position in a school for placements of 12 months or less.

157.2 For placements in excess of 12 months 'Priority Transfer' status will apply to teachers returning to school. A second consecutive 12 month placement in the office will constitute a placement in excess of 12 months.

157.3 School Leader Cs will need to apply in the transfer and/or placement round prior to the end of their placement or actively seek a school based position through a selection process during their final year of placement.

157.4 School Leaders B and A will actively seek a school based position through a selection process during their final year of placement.

157.5 Teachers who have not been successful in identifying a suitable substantive position and those returning to a school part way through a year will be placed in a school based position on temporary transfer. This temporary placement will continue until such time as the officer is able to apply in the transfer round for a school based position or wins a school based position through a selection process.

158. Graduated Return to Work

158.1 Unless otherwise agreed with the Manager, Workforce Management and recorded with Injury Prevention and Management, Office Based Teacher conditions will apply to teachers placed in the office on a graduated return to work placement.

159. Flex time

159.1 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.

159.2 For flextime arrangements to work effectively managers and employees have a responsibility to manage hours of work to ensure that individuals are not building up excessive flex credits without:

- (a) the opportunity to access paid leave accrued as a result of flex leave; and
- (b) being productively employed ie a manager may require an employee not to accumulate flex credits where there is insufficient work.

159.3 Arrangements for flextime will be in accordance with operational requirements, occupational health and safety principles and the personal needs and responsibilities of the employee.

- 159.4 Flextime provisions will apply to all teachers in the office other than School Leader As where they are full time teachers working 147 hours over a four week period, ie an average of 73 hours 30 minutes per fortnight.
- 159.5 School Leader Bs in the office may negotiate suitable alternative time in lieu arrangements in consultation with their managers. These arrangements must be documented and approved at director level.
- 159.6 The flextime bandwidth is from 7.00am to 7.00pm, Monday to Friday subject to the following:
- (a) Flextime may be worked outside the bandwidth stipulated where a teacher and the Manager so agree.
 - (b) Starting and finishing times, including for meal breaks, within the bandwidth are to be determined for individual work areas by the manager, after consultation with teachers.
 - (c) Hours of work arrangements shall be in accordance with operational requirements and occupational health and safety principles. In determining hours of work, the personal needs and family responsibilities of teachers must be given consideration.
 - (d) There are no core hours of attendance.
 - (e) A teacher must not work for longer than five hours without a meal break of at least thirty minutes.
- 159.7 Teachers may accrue up to five days flextime in any settlement period and may not have an accrual in excess of three days of flextime at the conclusion of any settlement period. Changes to this may be negotiated between the teacher and their manager.
- 159.8 Any flextime debit may be allowed to continue for a maximum of four weeks from when it was incurred. Changes to this may be negotiated between a Manager and a teacher at the workplace level.
- 159.9 Paid leave accrued as a result of flextime shall be taken at such times and in such a period or periods as are agreed between the teacher and the manager.
- 159.10 Teachers with accrued flextime credits must be given the opportunity to take the credit prior to the completion of their placement. Flextime credits cannot be transferred to a school based position.
- 159.11 For these arrangements to work effectively, managers need to manage the hours of work of teachers to ensure that teachers are not continuing to build excessive flextime credits without opportunity to access flextime leave.

160. Flexible Working Arrangements for School Leader As

160.1 School Leader As in the office may negotiate suitable alternative time in lieu arrangements in consultation with their managers. These arrangements must be documented and approved at director level.

161. Recording of Attendance

161.1 Teachers other than Managers or equivalent must record the time of their arrival and departure to and from the workplace each day at the actual time they arrive or depart unless they temporarily leave the workplace during normal working hours on official business.

161.2 Attendance details must be recorded using the appropriate approved format and a hard copy retained for a period of two years. Absences during normal hours of duty should be recorded in the same manner.

161.3 The teacher is responsible for ensuring their attendance record is accurate and that all appropriate leave applications are submitted. Leave applications should be submitted in advance if possible or otherwise at the earliest available opportunity.

162. Half Pay Annual Leave

162.1 In addition to the entitlements to annual leave teachers are entitled, subject to operational requirements, to elect to utilise annual leave at half pay for any period up to their available credit. Credits will be deducted at a rate of 50% per day.

163. Standdown and Annual Leave on Commencement

163.1 Prior to commencement in an office position a teacher will not normally be required to attend from the working day after the last day of Term 4 until 31 December (standdown).

163.2 Annual leave must be taken from the first working day after 1 January till the commencement date of the placement.

163.3 The manager in consultation with the employee will determine the commencement date of the placement after 1 January.

164. Standdown and Accrued Annual Leave

164.1 Commencement dates for placement of office based teachers will not normally fall during a standdown period

164.2 The placement dates for office based teachers will include any standdown periods following the commencement of the placement.

164.3 Office based teachers will be required to attend or take leave during any standdown periods covered by the placement dates.

164.4 It is expected that office based teachers will exhaust all available recreation leave credits, accrued during the period of the placement, prior to their return to school.

165. Professional Performance Management

165.1 For the duration of their placement in the office employees will negotiate a performance management plan suitable to the continuing development and enhancement of their professional skills and talents. The plan must include a process for professional appraisal and may be based on the Professional Pathways Plan, the Central Office Performance Management Process or the Performance Appraisal Scheme (principals) currently in place.

Section V – School Leader A and School Leader B (Principals)

166. Restructure Salaries

166.1 If the salary applicable to a school category under the new structure is less than the salary currently applicable to the principal at that school, the following will apply in the first 12 months from the date of restructure, unless otherwise determined by the Chief Executive:

- (a) the base salary will be frozen at the level applicable to the school immediately prior to the restructure until the new school salary for that category exceeds this salary; and
- (b) principals will be considered in isolation for vacancies for which they apply, in accordance with Part 2, Clause 114.1.

166.2 At the end of the 12 months from the date of effect of the restructure, a principal who has not moved from their current placement will be deemed to have accepted continuing placement under the new category determination and salary adjusted accordingly.

167. Personal Salaries

167.1 If the salary applicable to a school category under the new structure is less than the salary currently applicable to the principal at that school, the following will apply in the first 12 months from the date of restructure, unless otherwise determined by the Chief Executive:

- (a) the base salary will be frozen at the level applicable to the school immediately prior to the restructure until the new school salary for that category exceeds this salary; and
- (b) principals will be considered in isolation for vacancies for which they apply, in accordance with Part 2, Clause 114.1.

167.2 At the end of the 12 months from the date of effect of the restructure, a principal who has not moved from their current placement will be deemed to have accepted continuing placement, under the new category determination, and salary level will be adjusted accordingly.

168. Professional Learning

168.1 The parties acknowledge that principals are valued members of the ACT educational system who perform educational leadership and senior management roles within schools and the department. The parties recognise that the principal role requires significant planning, administration and management which is frequently undertaken outside of school hours.

168.2 This agreement acknowledges that principals will devote an identified proportion of designated stand-down periods throughout the year in

strategic management and leadership tasks and in professional learning activities.

168.3 Principals will participate in professional learning allocated as follows:

- (a) one day devoted to a system priority as determined by the department and conducted in designated stand down periods;
- (b) two days for appropriate school based priorities and conducted in designated stand down periods;
- (c) one day for appropriate school based priorities which may be conducted outside of regular school hours in half or full day blocks; and
- (d) one day (or equivalent) personal or professional development in their own time.

168.4 Principals will attend their school or other site and perform duties associated with school planning or management, special projects and/or professional learning for an additional period of 5 days during periods of stand-down each school year. The precise dates of attendance and the actual duties performed will be at the discretion of each principal. These duties may include:

- (a) attendance at educational conferences or meetings;
- (b) annual conferences of principals' associations;
- (c) strategic planning for the school or cluster; and
- (d) planning and organisation of professional development for other school employees.

168.5 This agreement acknowledges the importance of ongoing professional learning for principals. Specifically:

- (a) On an annual basis from 1 January 2002 additional funds to the equivalent of 1.0% of the total salary costs of principals will be allocated to a specific professional development fund for principals.
- (b) The parties will develop agreed priorities for the use of the fund.
- (c) Principals will be consulted in the development of priorities.

169. Creating Educational Excellence

169.1 Principals exercise a high degree of responsibility and accountability for educational outcomes for students.

169.2 Arising from the review of the principal selection process, the parties agreed to five capabilities for principals. These are expanded in clauses 169.3, 169.4, 169.5, 169.6 and 169.7.

169.3 Envisages the future

- (a) Uses analytical thinking

- (b) Considers the whole system
- (c) Develops an informed view
- (d) Positions self to contribute to the broader educational debate

169.4 Provides educational leadership in the school

- (a) Inspires a sense of purpose and direction relevant to the school
- (b) Communicates effectively
- (c) Facilitates ownership
- (d) Steers and implements change, deals with uncertainty and shows resilience
- (e) Creates confidence in educational decision-making

169.5 Manages the school with integrity and achieves results

- (a) Demonstrates public sector professionalism and probity
- (b) Exercise sound judgement
- (c) Commits to action, delivers on results and ensures closure
- (d) Manages school resources effectively

169.6 Develops the capacity of the school as a learning community

- (a) Is self aware and committed to personal and professional learning
- (b) Acts as a guide and mentor and supports the development of all employees
- (c) Works effectively with the school community
- (d) Actively encourages a supportive performance culture

169.7 Cultivates productive working relationships

- (a) Creates a cohesive employee team
- (b) Encourages and is responsive to employee and student feedback
- (c) Maintains effective organisational and professional networks
- (d) Engages with the community
- (e) Projects a positive image of the school and of public education to the community.

170. Performance Appraisal

170.1 There is an expectation that principals will maintain a high profile as leaders in the educational community. Principals have a personal responsibility to maintain professional standards of the highest order, demonstrated through a commitment to on-going professional development and continuous improvement. By modelling a commitment to continuous learning, principals ensure currency in their profession and ensure high professional status.

170.2 The department is committed to valuing and embracing Equity and Diversity through demonstrated leadership. As such equity and diversity will be included in School Leader A's performance appraisals.

170.3 Principals' performance appraisal scheme is contained in Appendix 4 – Principal Appraisal Program of this agreement. The parties recognise the value of the professional appraisal for principals in building quality schools and schooling and acknowledge one significant aspect of the appraisal process is the ability of principals to identify and develop personal goals.

170.4 Principals have an important role in ensuring that high standards of teaching practice are maintained in schools. By demonstrating a commitment to an effective appraisal process principals recognise the value of critical reflection in developing excellent classroom practices.

170.5 Principals accept responsibility for supporting and valuing the enhancement of professional practice of teachers through positive leadership within the "Professional Pathways Program"

171. Managing Under-Performance

171.1 **Objectives and Application:** Under this Section, procedures are established for managing under-performance by a principal (including principals in the office). The objectives of these procedures are to provide advice and support to a principal whose performance is below standard and to provide a fair, prompt and transparent framework for action to be taken where a principal continues to perform below expected standard.

171.2 Consistent with good management practice, concerns about unsatisfactory work performance should be raised by the director with the principal at the time they arise. The director should offer advice and support to the principal to overcome these concerns. The director should inform the principal that the following procedures might be invoked if the work performance continues to be unsatisfactory.

171.3 These procedures must be applied in accordance with the principles of natural justice and procedural fairness and in a manner that promotes the values and general principles of the ACTPS.

171.4 The Principal Appraisal process will be suspended during any under-performance action.

171.5 These procedures do not apply to a principal during a probationary period.

171.6 Unless specifically referred to in this Section, the procedures outlined in this Section apply to the exclusion of provisions contained in Sections 139 to 147 of the PSM Act and any inefficiency procedures contained in the ACT Public Sector Management Standards and Best Practice Notes.

171.7 This Section sets out the manner in which decisions and actions taken in relation to the management of under-performing principals may be reviewed. These procedures will apply to the exclusion of the rights of appeal and review under Part X1 of the PSM Act and the internal review procedures Section G- Internal Review Procedures of this Agreement.

171.8 In order to ensure that these procedures operate in a fair and transparent manner, the director will be responsible for making written records of all relevant discussions under these procedures. The principal should be given the opportunity to comment on any such records before signing them.

172. Commencement of Formal Under-Performance Procedures

172.1 **Step One: Action Plan.** Where a principals' performance is identified as in need of improvement it may be appropriate to resolve these through Managing Performance procedures in a constructive and non-threatening climate and manner.

172.2 In Managing Under-Performance, the director is responsible for ensuring that:

- (a) Managing Performance is used solely for the purpose of addressing professional issues. Personal issues are dealt with through other means and disciplinary issues are dealt with through Section F - Discipline.
- (b) The principal is made aware of the availability at any stage of the department's Employee Assistance Program for counselling or other support; and
- (c) The process is conducted in a sensitive, objective and fair manner.

172.3 Where the director considers that a principal's work performance is not satisfactory and has previously discussed concerns about the principals performance with the principal and the problem continues or recurs, the director will inform the principal in writing of this assessment and the reason for it. The principal will be invited by the director to provide written comments on this advice, including any reasons that may have contributed to the recent standard of work performance of the principal.

172.4 After taking into account the comments from the principal, the director must prepare an action plan designed to improve the work performance of the principal.

172.5 This action plan will be developed by the director in consultation with the principal.

172.6 The director will invite the principal to have another party present during discussions on developing the action plan and allow reasonable opportunity for this to be arranged.

172.7 The action plan will:

- (a) Identify the expected standard of work required of the principal on an on-going basis;
- (b) Develop training and development strategies that the principal should undertake;
- (c) Outline the potential implications if the principal does not meet the expected standard; and
- (d) Specify an assessment process and period for the action plan (the action plan period), which should not normally be less than one month and should not exceed three months.

172.8 **Step Two: Regular Assessment.** During the action plan period, the director will make regular written assessments (desirably every fortnight) of the principals work performance under the action plan. These comments will be discussed and signed off by the principal and by the director. The principal will be given an opportunity to provide written comments on these assessments.

172.9 If at the end of the period the director considers that further time is needed for a fair assessment to be made, then the director may extend the period by up to a further three months. The director will inform the principal in writing of this decision before the end of the action plan period.

172.10 **Step Three: Final Assessment/Report.** If at the end of the action plan period, the director assesses the work performance of the principal as satisfactory, no further action will be taken under these procedures. The director will inform the principal in writing of this conclusion.

172.11 If, at the end of this period the director considers that there has been insufficient or no improvement in the principal's work performance the matter will be referred to the Executive Director, School Education with a recommendation that under-performance action be taken. The Executive Director, School Education may elect to proceed with under-performance action or request further action be taken by the director.

172.12 **Step Four: Under-Performance Action.** If under-performance action is to be taken, the Executive Director, School Education will advise the principal in writing:

- (a) of the assessment and reasons for the director assessment;
- (b) of the action or actions (under-performance action) proposed to be taken;

- (c) that the principal is invited to respond in writing to the proposed action within a specified period (not to be less than 24 hours or more than 7 days); and
- (d) explaining the appeal mechanisms available under the Agreement.

172.13 One of the following actions is available under these procedures:

- (a) transfer to other duties (at or below current salary);
- (b) reduction in incremental point;
- (c) temporary or permanent reduction in classification/salary; and
- (d) termination of employment.

172.14 At any time after 7 days from the date the Executive Director School Education informed the principal under clause 172.12, the Executive Director School Education may, after taking into consideration any written comments from the principal, take any of the under-performance actions outlined in the information provided to the principal under clause 172.12. The Executive Director School Education will inform the principal in writing of this decision.

172.15 At any time in these procedures, the principal may elect to be retired on the grounds of inefficiency.

172.16 **Appeal Rights.** The principal has the right under Section H – Appeal Mechanisms to appeal any under-performance action taken under this Section, except action to terminate the principal's employment.

172.17 The principal has the right to bring an action under Division 3 of Part VIA of the WR Act in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

Section W - School Based Teachers

173. Individual Workloads and Professional Responsibilities

173.1 The remuneration package paid to teachers is for the total performance of an officer's role as a professional and not simply for hours spent at the workplace.

173.2 The professional role and regular pattern of work of a teacher includes attendance at staff meetings, faculty meetings, parent/teacher interviews and other required professional/school activities, in addition to hours of face to face teaching, release time, rostered supervision and professional learning.

173.3 In recognition of the broad range of professional duties the pattern of required hours of attendance may vary from school to school and may be negotiated with the principal on an individual or collective basis. Such arrangements must be recorded and must contain a mechanism for review at least once each year.

173.4 All teachers are required to record their attendance and to submit appropriate leave applications for absences. Leave applications should be submitted in advance if possible or otherwise at the earliest available opportunity.

173.5 The required hours of attendance for a part time teacher are pro rata based on their part time fraction.

173.6 Breaks

- (a) There is an expectation that teachers should be able to access reasonable breaks during the working day. The minimum break over a school day is 30 minutes, which is separate from normal release time.
- (b) The arrangements may vary from school to school, taking into account operational requirements. The duration of such a break is not included in the required hours of attendance detailed in Clause 173.3.

174. School Monitoring of Workload and Practice

174.1 The responsibility to review and monitor teacher workload issues at the school site rests with the school leadership and all employees.

174.2 Good management practice in every school includes the regular review of work practice and general procedures in the workplace. Accordingly, the parties will encourage schools to implement local site-based processes to review and manage local workload issues, and suggest

that this review could be incorporated into other routine procedures such as the 3-yearly School Review.

174.3 The local review should be seen as an opportunity to shed non-mandatory or outdated programs where appropriate, and to reassess practice and procedure to ensure the most efficient systems are in place for the benefit of all employees.

174.4 Scheduling of Meetings and Other Activities

- (a) As outlined in clause 174.2 teachers' professional responsibilities and patterns of work extend beyond hours of face to face teaching, release time, rostered supervision and professional learning. The parties acknowledge that teachers have an obligation to attend to their professional responsibilities. The parties further acknowledge that teachers working in schools and colleges may have personal responsibilities that need to be discharged.
- (b) Accordingly, teachers must take account of their on-going professional obligations in planning their personal commitments, and schools/colleges must consider such issues in scheduling meetings and other activities at which teacher attendance is required.
- (c) Reasonable notice should be provided of meetings and other activities at which teacher attendance is required. Where possible, regular meetings and other scheduled activities should be included in the Yearly Planner/Term Planner.
- (d) Schools/Colleges negotiate local arrangements around meetings and other activities at which teacher attendance is required. Such arrangements must contain a mechanism for review at least once each year.

174.5 The parties recognise that the PART 1 - Section G - Internal Review Procedures provide an avenue for further consideration where a teacher and their school leadership are not able to reconcile issues concerning workload management.

175. Systemic Management of Workload Issues

175.1 The employer has responsibility for management of workload issues. The department acknowledges this responsibility in relation to the introduction of new initiatives, projects and programs within the public education system.

175.2 Proposals for new programs, projects and initiatives in public education come from a range of sources. Such matters must be subject to careful analysis prior to any consideration of implementation.

175.3 Consideration of new initiatives, special projects, pilot programs etc affecting teachers must occur at system level and involve consultation with the AEU and other relevant stakeholders. This consultation will determine principles to be observed in assessing the desirability of implementing the proposal. Such consideration must address issues such as system priorities, resources, curriculum implications and work-life balance.

175.4 Within 6 months of certification of the Agreement, the parties will negotiate agreed procedures for assessing a new initiative, proposal, special project etc which will impact on the work of teachers.

176. Home Based Work

176.1 There may be occasions where it is appropriate for a teacher to work from home on an ad hoc basis. In these circumstances, arrangements to work from home are to be negotiated on a case by case basis between the teacher and their principal/manager.

176.2 Home based work is a voluntary arrangement which requires the agreement of both the department and the teacher.

176.3 When assessing the requirement for home based work, a manager/principal needs to be assured that operational requirements, the effect on students and clients, security, performance monitoring, and health and safety factors have been fully satisfied.

176.4 Approval for home based work will only be granted in exceptional circumstances.

177. Regular Part Time Employment

177.1 Except as otherwise provided for in this Clause, the provisions of Clause 12 - Regular Part Time Employment of the *ACT Government School Teachers' Award 1999* will apply.

177.2 The term "part time teacher" includes both permanent and temporary part time teachers.

177.3 For the purposes of this Clause, a "permanent part time teacher" means a teacher who holds a fractional teaching position, established at the initiation of the department on a permanent basis.

177.4 Part time teachers may work up to 0.9 in increments of 0.05.

177.5 In negotiating the placement of a permanent part time position, the department will employ a permanent part time teacher at any fraction from 0.4 to 0.8 inclusive, unless a higher or lower fraction is agreed to by the teacher and the principal.

177.6 Once set for each school year, although the part time work fraction will not normally be altered, a temporary variation in the fraction, including a temporary conversion or reversion to full time work, may be approved by the department in special circumstances to meet the teacher's and school's needs.

177.7 Teachers working part time may to undertake casual relief teaching, up to the equivalent of a full time load.

177.8 Part time teachers who were previously full time permanent teachers may only revert to full time work at their substantive level:

- (a) at the date initially agreed to by the parties;
- (b) in accordance with sub-clause 5.6; or
- (c) by applying as a voluntary transferee for full time positions in the annual Level 1 Transfer/Placement Round.

177.9 Permanent part time teachers may only convert to full time work substantively by applying for full time positions in the annual Level 1 Transfer/Placement Round.

177.10 Part time temporary employment of teachers below 0.8 of a full time teaching load for periods of one school term or more, is to be used to fill vacancies for defined periods of each school year, or for known periods greater than one school year with a defined "end" date.

177.11 Salary and entitlements for part time temporary teachers below 0.8 of the full time teaching load will be on a pro rata basis analogous with temporary employees working 0.8 and above.

177.12 As a means of promoting family friendly policies in the workplace, the parties fully support part time employment. A part time teacher's load will be structured to take into account family friendly policies and an appropriate pattern of attendance will be negotiated.

177.13 Any disputes about the operation of this Clause will be dealt with in accordance with PART 1 - Section A - clause 13 - Dispute Avoidance/Settlement Procedures of this Agreement.

PART 4 - APPENDICES

Appendix 1 – Salaries and Allowances

178. Introduction

178.1 For the purposes for calculating entitlements, all teachers are paid for a 7 hour 21 minute day and an average of 73 hours and 30 minutes per fortnight.

179. Classroom Teacher

Teacher Level One				
	Current	01-Oct-03		01-Mar-04 5%
		%	Salary	
1.1	\$37,000	3.50%	\$38,295	\$40,210
1.2	\$40,000	3.50%	\$41,400	\$43,470
1.3	\$42,000	3.50%	\$43,470	\$45,644
1.4	\$44,000	3.50%	\$45,540	\$47,817
1.5	\$46,000	3.50%	\$47,610	\$49,991
1.6	\$48,000	4.58%#	\$50,198	\$52,708
1.7	\$50,000	5.57%#	\$52,785	\$55,424
1.8	\$52,000	6.49%#	\$55,373	\$58,142
1.9	\$55,200	6.87%#	\$58,992	\$61,942

RESTRUCTURE

Classroom Teacher			
	Date of Certification	01-Oct-04 4%	01-Jul-05 3%
1	\$40,210	\$41,818	\$43,073
2	\$43,470	\$45,209	\$46,565
3	\$45,644	\$47,470	\$48,894
4	\$47,817	\$49,730	\$51,222
5	\$49,991	\$51,991	\$53,551
6	\$52,708	\$54,816	\$56,460
7	\$55,424	\$57,641	\$59,370
8	\$58,142	\$60,468	\$62,282
9	\$61,942	\$64,420	\$66,353

For detailed explanation of calculations for these percentage increases see Clause 186.

180. School Leader C

Teacher Level 2				
		01-Oct-03		01-Mar-04
	Current	%	Salary	5%
	\$62,500	3.50%	\$64,688	\$67,922

RESTRUCTURE

School Leader C

Executive Teacher

Date of Certification	01-Oct-04	01-Jul-05
	4%	3%
\$71,232	\$74,081*	\$76,303*

181. School Leader B

Teacher Level 3

			01-Oct-03		01-Mar-04
	Current		%	Salary	5%
Deputy Principal 1	\$65,000		3.5%	\$67,275	\$70,639
Deputy Principal 2	\$68,000		3.5%	\$70,380	\$73,899
	Current	11-Aug-03	01-Oct-03		01-Mar-04
		3%	%	Salary	5%
Principal Cat 1	\$66,517	\$68,513	3.5%	\$70,911	\$74,457
Principal Cat 2	\$69,859	\$71,955	3.5%	\$74,473	\$78,197
Principal Cat 3	\$73,199	\$75,395	3.5%	\$78,034	\$81,936

RESTRUCTURE

School Leader B

(Inc All Deputy Principals and Principals of Cat 1 Schools)

	Date of Certification	01-Oct-04	01-Jul-05
		4%	3%
Deputy Principal	\$76,188	\$79,236*	\$81,613*
	Date of Certification	01-Oct-04	01-Jul-05
		4%	3%
Principal Cat 1 School	\$76,188	\$79,236*	\$81,613*

* These salaries will be adjusted from 1 January 2005 to include rolling in of annual leave loading

182. School Leader A

Teacher Level 4

	Current	11-Aug-03	01-Oct-03		01-Mar-04
		3%	%	Salary	5%
Principal Cat 2	Not Applicable				
Principal Cat 3					
Principal Cat 4	\$76,541	\$78,837	3.5%	\$81,596	\$85,676
Principal Cat 5	\$79,881	\$82,277	3.5%	\$85,157	\$89,415
Principal Cat 6	\$83,222	\$85,719	3.5%	\$88,719	\$93,155
Principal Cat 7	\$86,563	\$89,160	3.5%	\$92,281	\$96,895
Principal Cat 8	\$89,904	\$92,601	3.5%	\$95,842	\$100,634
Principal Cat 9	\$93,245	\$96,042	3.5%	\$99,403	\$104,373

RESTRICTURE

School Leader A

(Principals of Cat 2 to 5 Schools and Managers)

	Date of Certification	01-Oct-04	01-Jul-05
		4%	3%
Principal Cat 2 School	\$81,936	\$85,213	\$87,769
Principal Cat 3 School	\$85,676	\$89,103	\$91,776
Principal Cat 4 School	\$93,155	\$96,881	\$99,787
Principal Cat 5 School and Manager	\$100,634	\$104,659	\$107,799

183. Casual Teachers

Casual Teacher	Current	Restructure	01-Oct-03		Restructure	01-Mar-04	01-Oct-04	01-Jul-05	
Entry Level (3yr & 4yr Trained)	\$163		36.2%	\$222		Casual Teacher	\$222	\$228	\$234
Top 4yr Trained	\$188		18.1%			Experienced Casual Teacher	\$237	\$246	\$255
Pre 1996 Preserved Rates	\$214.54	3.5%							

184. Casual Interns

Casual Interns	Current	01-Jul-04		01-Oct-04	01-Jul-05
		%	Salary	4%	3%
1	125	12%	\$140	\$146	\$150

185. School Categories and Principal Salaries

School	Current Category	Current Salary	11-Aug-03	01-Oct-03	01-Mar-04	Date of Certification Restructure/Reclass		01-Oct-04	01-Jul-05
			3% Salary	3.5% Salary	5% Salary	Category	Salary	4% Salary	3% Salary
Gold Creek School	9 +	\$96,586	\$99,483	\$102,964	\$108,112	5 ++	\$108,112	\$112,437	\$115,811
Telopea Park School	9 +	\$96,586	\$99,483	\$102,964	\$108,112	5 ++	\$108,112	\$112,437	\$115,811
Canberra College	9 +	\$96,586	\$99,483	\$102,964	\$108,112	5 ++	\$108,112	\$112,437	\$115,811
Lyneham High	9	\$93,245	\$96,042	\$99,403	\$104,373	5 +	\$104,373	\$108,548	\$111,805
Erindale College	8 +++	\$99,927	\$102,924	\$106,525	\$111,851	5 +++	\$111,851	\$116,326	\$119,817
Lake Tuggeranong College	8 +	\$93,245	\$96,042	\$99,403	\$104,373	5 +	\$104,373	\$108,548	\$111,805
Narrabundah College	8 +	\$93,245	\$96,042	\$99,403	\$104,373	5 +	\$104,373	\$108,548	\$111,805
Melrose High	8	\$89,904	\$92,601	\$95,842	\$100,634	5	\$100,634	\$104,659	\$107,799
Hawker College	8 +	\$93,245	\$96,042	\$99,403	\$104,373	5 +	\$104,373	\$108,548	\$111,805
Dickson College	8 +	\$93,245	\$96,042	\$99,403	\$104,373	5 +	\$104,373	\$108,548	\$111,805
Belconnen High	8	\$89,904	\$92,601	\$95,842	\$100,634	5	\$100,634	\$104,659	\$107,799
Canberra High	8	\$89,904	\$92,601	\$95,842	\$100,634	5	\$100,634	\$104,659	\$107,799
Alfred Deakin High	8	\$89,904	\$92,601	\$95,842	\$100,634	5	\$100,634	\$104,659	\$107,799
Wanniassa School	8 +	\$93,245	\$96,042	\$99,403	\$104,373	5 +	\$104,373	\$108,548	\$111,805
Lanyon High	8	\$89,904	\$92,601	\$95,842	\$100,634	5	\$100,634	\$104,659	\$107,799
Stromlo High	8	\$89,904	\$92,601	\$95,842	\$100,634	5	\$100,634	\$104,659	\$107,799
Caroline Chisholm High	8	\$89,904	\$92,601	\$95,842	\$100,634	5	\$100,634	\$104,659	\$107,799
Lake Ginninderra College	8 +	\$93,245	\$96,042	\$99,403	\$104,373	5 +	\$104,373	\$108,548	\$111,805
Amaroo School	8	\$89,904	\$92,601	\$95,842	\$100,634	5	\$100,634	\$104,659	\$107,799
CTL Manager	9	\$93,245	\$96,042	\$99,403	\$104,373	5 +	\$104,373	\$108,548	\$111,805
Managers (inc Preschool)	8	\$89,904	\$92,601	\$95,842	\$100,634	5	\$100,634	\$104,659	\$107,799
Campbell High	7	\$86,563	\$89,160	\$92,281	\$96,895	4 +	\$96,895	\$100,770	\$103,793
Calwell High	7	\$86,563	\$89,160	\$92,281	\$96,895	4 +	\$96,895	\$100,770	\$103,793
Turner School	7	\$86,563	\$89,160	\$92,281	\$96,895	4 +	\$96,895	\$100,770	\$103,793
Melba High	7	\$86,563	\$89,160	\$92,281	\$96,895	4 +	\$96,895	\$100,770	\$103,793
Copland College	7 +	\$89,904	\$92,601	\$95,842	\$100,634	4 ++	\$100,634	\$104,659	\$107,799
Charles Conder Primary	7	\$86,563	\$89,160	\$92,281	\$96,895	4 +	\$96,895	\$100,770	\$103,793
Kambah High	7	\$86,563	\$89,160	\$92,281	\$96,895	4 +	\$96,895	\$100,770	\$103,793
Gordon Primary	7	\$86,563	\$89,160	\$92,281	\$96,895	4 +	\$96,895	\$100,770	\$103,793
Black Mountain School	7	\$86,563	\$89,160	\$92,281	\$96,895	4 +	\$96,895	\$100,770	\$103,793
Palmerston Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	4 +	\$96,895	\$100,770	\$103,793
Ngunnawal Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	4 +	\$96,895	\$100,770	\$103,793
Monash Primary	6	\$83,222	\$85,719	\$88,719	\$93,155	4 +	\$96,895	\$100,770	\$103,793
Red Hill Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	4 +	\$96,895	\$100,770	\$103,793
Kaleen High	7	\$86,563	\$89,160	\$92,281	\$96,895	4 +	\$96,895	\$100,770	\$103,793
Theodore Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	4 +	\$96,895	\$100,770	\$103,793
Ginninderra District High	7	\$86,563	\$89,160	\$92,281	\$96,895	4 +	\$96,895	\$100,770	\$103,793
Garran Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	4	\$93,155	\$96,881	\$99,787
Kaleen Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	4	\$93,155	\$96,881	\$99,787
Florey Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	4	\$93,155	\$96,881	\$99,787
Calwell Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	4	\$93,155	\$96,881	\$99,787
Malkara School	5	\$79,881	\$82,277	\$85,157	\$89,415	4	\$93,155	\$96,881	\$99,787
Forrest Primary	6	\$83,222	\$85,719	\$88,719	\$93,155	4	\$93,155	\$96,881	\$99,787
North Ainslie Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	4	\$93,155	\$96,881	\$99,787
Macgregor Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	4	\$93,155	\$96,881	\$99,787

School	Current Category	Current Salary	11-Aug-03	01-Oct-03	01-Mar-04	Date of Certification		01-Oct-04	01-Jul-05
			3% Salary	3.5% Salary	5% Salary	Restructure/Reclass Category	Restructure/Reclass Salary	4% Salary	3% Salary
Cranleigh School	4	\$76,541	\$78,837	\$81,596	\$85,676	4	\$93,155	\$96,881	\$99,787
Chisholm Primary	6	\$83,222	\$85,719	\$88,719	\$93,155	4	\$93,155	\$96,881	\$99,787
Arawang Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	4	\$93,155	\$96,881	\$99,787
Torrens Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	3+	\$89,415	\$92,992	\$95,782
Curtin Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	3+	\$89,415	\$92,992	\$95,782
Chapman Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	3+	\$89,415	\$92,992	\$95,782
Fadden Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	3+	\$89,415	\$92,992	\$95,782
Ainslie Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	3+	\$89,415	\$92,992	\$95,782
Miles Franklin Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	3+	\$89,415	\$92,992	\$95,782
Gilmore Primary	7	\$86,563	\$89,160	\$92,281	\$96,895	3+	\$89,415	\$92,992	\$95,782
Bonython Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	3+	\$89,415	\$92,992	\$95,782
Village Creek Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	3+	\$89,415	\$92,992	\$95,782
Majura Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	3+	\$89,415	\$92,992	\$95,782
Hughes Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	3+	\$89,415	\$92,992	\$95,782
Woden School	5	\$79,881	\$82,277	\$85,157	\$89,415	3+	\$89,415	\$92,992	\$95,782
Aranda Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	3+	\$89,415	\$92,992	\$95,782
Farrer Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	3+	\$89,415	\$92,992	\$95,782
Jervis Bay School	5	\$79,881	\$82,277	\$85,157	\$89,415	3+	\$89,415	\$92,992	\$95,782
Birrigai Outdoor School	3	\$73,199	\$75,395	\$78,034	\$81,936	3+	\$89,415	\$92,992	\$95,782
Lyneham Primary	4	\$76,541	\$78,837	\$81,596	\$85,676	3	\$85,676	\$89,103	\$91,776
Isabella Plains Primary	4	\$76,541	\$78,837	\$81,596	\$85,676	3	\$85,676	\$89,103	\$91,776
Wanniassa Hills Primary	4	\$76,541	\$78,837	\$81,596	\$85,676	3	\$85,676	\$89,103	\$91,776
Southern Cross Primary	4	\$76,541	\$78,837	\$81,596	\$85,676	3	\$85,676	\$89,103	\$91,776
Evatt Primary	5	\$79,881	\$82,277	\$85,157	\$89,415	3	\$85,676	\$89,103	\$91,776
Latham Primary	4	\$76,541	\$78,837	\$81,596	\$85,676	3	\$85,676	\$89,103	\$91,776
Campbell Primary	4	\$76,541	\$78,837	\$81,596	\$85,676	3	\$85,676	\$89,103	\$91,776
Fraser Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	3	\$85,676	\$89,103	\$91,776
Weetangera Primary	4	\$76,541	\$78,837	\$81,596	\$85,676	3	\$85,676	\$89,103	\$91,776
Macquarie Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	3	\$85,676	\$89,103	\$91,776
Richardson Primary	4	\$76,541	\$78,837	\$81,596	\$85,676	3	\$85,676	\$89,103	\$91,776
Gowrie Primary	4	\$76,541	\$78,837	\$81,596	\$85,676	3	\$85,676	\$89,103	\$91,776
Maribyrnong Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	2	\$81,936	\$85,213	\$87,769
Hawker Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	2	\$81,936	\$85,213	\$87,769
Higgins Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	2	\$81,936	\$85,213	\$87,769
Holt Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	2	\$81,936	\$85,213	\$87,769
Yarralumla Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	2	\$81,936	\$85,213	\$87,769
Mawson Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	2	\$81,936	\$85,213	\$87,769
Giralang Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	2	\$81,936	\$85,213	\$87,769
Mt Rogers Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	2	\$81,936	\$85,213	\$87,769
Taylor Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	2	\$81,936	\$85,213	\$87,769
Flynn Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	2	\$81,936	\$85,213	\$87,769
Urambi Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	2	\$81,936	\$85,213	\$87,769
Duffy Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	2	\$81,936	\$85,213	\$87,769
Mt Neighbour Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	2	\$81,936	\$85,213	\$87,769
Charnwood Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	2	\$81,936	\$85,213	\$87,769
Weston Creek Primary	3	\$73,199	\$75,395	\$78,034	\$81,936	2	\$81,936	\$85,213	\$87,769

School	Current Category	Current Salary	11-Aug-03	01-Oct-03	01-Mar-04	Date of Certification		01-Oct-04	01-Jul-05
			3% Salary	3.5% Salary	5% Salary	Restructure/Reclass Category	Restructure/Reclass Salary	4% Salary	3% Salary
Hall Primary	2	\$69,859	\$71,955	\$74,473	\$78,197	2	\$81,936	\$85,213	\$87,769
Cook Primary	2	\$69,859	\$71,955	\$74,473	\$78,197	2	\$81,936	\$85,213	\$87,769
Rivett Primary	2	\$69,859	\$71,955	\$74,473	\$78,197	2	\$81,936	\$85,213	\$87,769
Melrose Primary	2	\$69,859	\$71,955	\$74,473	\$78,197	2	\$81,936	\$85,213	\$87,769
Narrabundah Primary	2	\$69,859	\$71,955	\$74,473	\$78,197	2	\$81,936	\$85,213	\$87,769
Lyons Primary	2	\$69,859	\$71,955	\$74,473	\$78,197	2	\$81,936	\$85,213	\$87,769
Instrumental Music Program	2	\$69,859	\$71,955	\$74,473	\$78,197	2	\$81,936	\$85,213	\$87,769
Co-operative School	1	\$66,517	\$68,513	\$70,911	\$74,457	1	\$76,188	\$79,236*	\$81,613*
Tharwa School	1	\$66,517	\$68,513	\$70,911	\$74,457	1	\$76,188	\$79,236*	\$81,613*

* These salaries will be adjusted from 1 January 2005 to include rolling in of annual leave loading.

186. Advancements

186.1 One unit of advancement for the purposes of clause 91.2 will be adjusted in accordance with the following table:

Current	11-Aug-03	01-Oct-03	01-Mar-04	01-Oct-04	01-Jul-05
\$3,341	\$3,441	\$3,561	\$3,739	\$3,889	\$4,006

187. Initial Increase 1 October 2003

187.1 Calculations for 1 October 2003 increases in Teacher Level 1 salaries were based on matching the then top of the scale NSW classroom teacher salary. As this meant a significant increase for ACT top of the scale classroom teachers relativities for some other salary increments were also adjusted. The increased difference for more experienced teachers is in recognition of the expected greater capacity to take on further professional responsibilities as outlined in PART 2 - Section P - clause 98.

Teacher Level 1

	Current	Relativity Adjustment	Salary After Relativity Adjustment	%	1 Oct 03 Salary	Total %
1.1	\$37,000	\$0	\$37,000	3.50%	\$38,295	3.50%
1.2	\$40,000	\$0	\$40,000	3.50%	\$41,400	3.50%
1.3	\$42,000	\$0	\$42,000	3.50%	\$43,470	3.50%
1.4	\$44,000	\$0	\$44,000	3.50%	\$45,540	3.50%
1.5	\$46,000	\$0	\$46,000	3.50%	\$47,610	3.50%
1.6	\$48,000	\$500	\$48,500	3.50%	\$50,198	4.58%
1.7	\$50,000	\$1,000	\$51,000	3.50%	\$52,785	5.57%
1.8	\$52,000	\$1,500	\$53,500	3.50%	\$55,373	6.49%
1.9	\$55,200	\$0	\$55,200	6.87%	\$58,992	6.87%

188. Allowances

Allowance	Current	01.10.03 (No Increase)	01.03.04 5%	Date of Certificat ion	01.10.04 4%	01.07.05 3%
Special Education	\$1,615	\$1,615	\$1,696	\$1,696	\$1,764	\$1,817
Teacher in Charge	\$1,253	\$1,253	\$1,316	\$1,316	\$1,369	\$1,410

Allowance	Payment Frequency	Stage 2 Parity from 01.04.04	2.5% from 01.04.04	4% from 01.04.05	4% from 01.04.06
Camping Allowance: Camping Item 1	per day	\$23.53	\$24.12	\$25.08	\$26.08
Camping Allowance: Camping Item 2	per day	\$39.32	\$40.30	\$41.91	\$43.59
Camping Allowance: Camping Item 3	per night	\$7.50	\$7.69	\$8.00	\$8.32
Camping Allowance: Camping Item 4	per night	\$15.02	\$15.40	\$16.02	\$16.66
Camping Allowance: Camping Out Item 1	per day	\$47.22	\$48.40	\$50.34	\$52.35
Camping Allowance: Camping Out Item 2	per day	\$94.45	\$96.81	\$100.68	\$104.71
Camping Allowance: Camping Out Item 3	per day	\$141.69	\$145.23	\$151.04	\$157.08
First Aid Allowance - Base level	per fortnight	\$16.79	\$17.21	\$17.90	\$18.61
First Aid Allowance - Advanced level	per fortnight	\$21.01	\$21.54	\$22.40	\$23.30
First Aid Allowance - Specialist level	per fortnight	\$24.94	\$25.56	\$26.58	\$27.65
Linguistic Ability/Performance - Level 1	per annum	\$736.98	\$755.40	\$785.62	\$817.04
Linguistic Ability/Performance - Level 2	per annum	\$1,472.93	\$1,509.75	\$1,570.14	\$1,632.94
Travelling Entitlement - Birrigai Outdoor School (Paddy's River)	full day	\$13.22	\$13.55	\$14.09	\$14.65
	part day	\$6.61	\$6.78	\$7.05	\$7.33
Travelling Entitlement - Jervis Bay Primary School	full day	\$5.59	\$5.73	\$5.96	\$6.19
	part day	\$2.79	\$2.86	\$2.97	\$3.09

Appendix 2 – Other Leave

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
Arbitration	With/ Without	Yes	Granted to an employee who is a representative of an employee's organisation to present a case, give evidence in proceedings or prepare material for submission to the AIRC.
To accompany domestic partner on a posting	Without	No	<p>Granted to an employee for the purposes of accompanying their domestic partner for the period, or part of the period of a temporary posting overseas or interstate. Maximum period is the period during which the spouse of the employee is required to perform duties overseas, or interstate.</p> <p>Teachers working in schools returning to duty after accompanying a domestic partner on a posting must recommence duties at the commencement of the next school year.</p>
Campaign	Without	No	<p>Granted to an employee to enable them to campaign for their election to:</p> <ul style="list-style-type: none"> • the Legislative Assembly of the Australian Capital Territory; • a House of the Parliament of the Commonwealth or of a State; or • a legislative or advisory body which has been approved by the Commissioner. <p>Maximum period is 3 months.</p>
Ceremonial	Without	No	<p>Granted to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes connected with the death of a member of their immediate or extended family, or for other ceremonial obligations - maximum of 10 days in any 2 year period in addition to bereavement leave.</p>
Employment associated with compensation leave	Without	Yes	<p>Granted to an employee to engage in employment outside the ACTPS if:</p> <ul style="list-style-type: none"> • the employee is, or was, entitled to compensation leave; and • the employment is part of a rehabilitation process. <p>Maximum period is 3 years.</p> <p>Granted to an employee who is on a graduated return to work program to have a form of special recreation leave for the amount of excess recreation leave they would normally be deemed to have taken but have been unable to, due to their compensation leave.</p>

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
Special recreation leave on return from compensation leave			<p>Where an employee is on full time compensation leave on 1 July and the provisions of Part 17 Rule 11 of the PSM Standards would normally apply, the deeming process is effectively deferred upon their return to duty for either:</p> <ul style="list-style-type: none"> • 12 months upon the commencement of a graduated return to work (GRTW) program; or • 3 months if they return to normal working hours, provided this does not extend the deferral beyond the original 12 months. <p>Where an employee is on a GRTW program on 1 July and the provisions of Part 21 Rule 11 of the PSM Standards would normally apply, the deeming process is effectively deferred for 12 months from 1 July or for 3 months after a return to normal working hours provided this does not extend the deferral beyond the original 12 months.</p> <p>The granting of leave during a GRTW should be carefully considered by the appropriate approving authority and the Rehabilitation Case Manager as it may have a detrimental effect on any return to work program.</p> <p>If at the end of the 12 month or 3 month period, there is still an excess recreation leave credit, the employee is deemed immediately to be on recreation leave for a period equalling the remainder of the excess credit.</p> <p>If an employee is still on GRTW at the end of 12 months and they have accrued another recreation leave credit, and this is also excess, the above provisions apply to the extent that 6 months is substituted for 12 months.</p>
Defence service	With for first 14 days then without	Yes except for annual leave	<p>Granted to an employee to enable them to undertake a period of specified defence service as set out in this section.</p> <p>Leave granted after the commencement of a period of leave is deemed to take effect at the commencement of that period (that is, retrospective approval).</p> <p>The relevant Chief Executive may grant leave to an employee to enable them to perform full time defence service as set out in this section.</p>

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
Defence service (cont)	A period, or periods of leave, not exceeding 33 days in aggregate - with	A period, or periods of leave, not exceeding 33 days in aggregate - yes	<p>A Chief Executive may grant leave to an employee to perform full-time service in a time of war as defined in the <i>Defence Act 1903</i> and/or for the purposes of the United Nations in:</p> <ul style="list-style-type: none"> • the Defence Force; • a naval, military or air force of a country allied or associated with Australia for the purposes of defence; or • a naval, military or air force of the United Nations. <p>A Chief Executive may grant leave for an employee to undertake continuous full-time service as a member of the Navy, Army or Air Force for a period not exceeding 4 years for which the employee has volunteered.</p> <p>If an employee, under Commonwealth law is required to render additional service at the conclusion of the period of service for which they have volunteered to serve, the leave granted under this section by a Chief Executive to that employee is extended for the period necessary to enable the employee to undertake that additional service.</p> <p>If an employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose.</p> <p>Granted to an employee to enable them to undertake the following defence service training:</p> <ul style="list-style-type: none"> • annual training as a member of the Navy, Army or Air Force; • training for a continuous period of not less than 28 days, including Saturdays and Sundays, in the case of members of the Navy who are not required to perform annual training, but who are required to undergo a period of training at intervals of not less than 2 years; or • attendance at a school, class or course of instruction, conducted for the training of members of the Navy, Army or Air Force. <p>Maximum period of leave in a year for annual training is:</p> <ul style="list-style-type: none"> • member of the Navy - 13 days; • member of the Army - 14 days;

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
Defence service (cont)	With	Yes	<ul style="list-style-type: none"> • member of the Air Force – 16 days. <p>Maximum period of leave in a year for attendance at a school, class or course of instruction, conducted for the training of members of the Navy, Army or Air Force is:</p> <ul style="list-style-type: none"> • member of the Navy – 13 days; • member of the Army – 16 days; • member of the Air Force – 16 days. <p>Maximum period of defence service leave set out above includes any Saturday or Sunday between the first day of a period of leave in respect of a continuous period of training and the last day of that period of leave.</p> <p>If a person who is the commander of an employee in relation to an employee's membership of the Navy, Army or Air Force, certifies in writing that attendance by an employee for the purposes of annual obligatory defence service training for a period in addition to those specified above is necessary, leave with pay not exceeding 4 days in a year may be granted to the employee to enable them to undertake that additional training.</p> <p>If in a year an employee is required to engage as a member of the Army in a continuous period of training of not less than 33 days, including Saturdays and Sundays, leave of absence may be granted to the employee to enable them to engage in that continuous period of training.</p> <p>Granted to an employee to attend an interview or medical examination in connection with their enlistment in a Reserve Force or Defence Force. Leave must not be granted under this section if an employee is eligible to be granted personal leave.</p> <p>In this section, unless the context indicates otherwise, a 'year' means any period commencing on 1 July and ending on the following 30 June.</p>
Employment or work in the interests of defence or public safety	Without	1 st 12 months – yes. 2 nd 12 months – yes except annual leave	Granted to an employee to engage in work or employment that the Chief Executive certifies is in the interests of the defence or public safety of the Commonwealth or the Territories. Maximum period is 2 years. If an employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose.

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
Emergency leave for duty with the State Emergency Services	With	Yes	Up to 4 days for each emergency granted to an employee who is a member of a State/Territory Emergency Service, fire-fighting service, search and rescue unit or other volunteer service performing similar functions to fulfil an obligation in the event of a civil emergency.
Emergency leave for disasters	With	Yes	<p>May be granted, following consultation with the relevant counter-disaster organisation (the appropriate responsible organisation, under current Australian disaster management arrangements, in relation to the place where the employee's home is situated), where the employee's home (the premises where the employee ordinarily resides or resides for the time being and from which the employee travels to work) or contents have been destroyed or significantly damaged (where the home is wholly or partly uninhabitable for health or safety reasons), if the Chief Executive is satisfied that the leave is necessary to assist the employee to cope with the effects of the disaster.</p> <p>Limit of 3 days in each sick leave year.</p>
Engagement in employment in the interests of the ACTPS	Without	Yes except for annual leave	<p>Granted to an employee to enable them to engage in employment outside the ACTPS that is in the interest of the Service.</p> <p>Unless otherwise approved by the Chief Executive in special circumstances, an employee is not eligible to be granted leave to engage in employment outside the ACTPS unless:</p> <ul style="list-style-type: none"> • in the case of an employee appointed on probation – their appointment has been confirmed; or • in the case of an employee not appointed on probation or a temporary employee – a continuous period of service or employment exceeding 6 months has been completed. <p>A Chief Executive may not grant leave without pay to enable an employee to engage in employment outside the ACTPS with a government-owned business enterprise to work in a position:</p> <ul style="list-style-type: none"> • as a Principal Chief Executive Officer of the enterprise; or • equivalent to a Senior Service Classification.

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
Engagement in employment in the interests of the ACTPS (cont.)			Maximum period 5 years. If an employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose
During hours of duty	With or without	Yes	Granted to an employee in respect of an absence from duty during the ordinary hours of duty on a day. If granted on any one day, leave must not be granted to the employee for any absence on the following day.
Sporting	With	Yes	<p>Granted to an employee who is an accredited official or competitor to attend in that capacity for international sporting events or other events if the Chief Executive is satisfied that:</p> <ul style="list-style-type: none"> • the event has major international significance; or • the multidisciplinary nature of the event warrants approval. <p>May also be granted to an employee with national or international sporting status to undertake sports training for representative competition.</p>
Jury service	With	Yes	Granted to an employee to serve as a juror. The employee is entitled to payment of their usual salary. If they are paid jury fees, this amount must be deducted from their salary less reasonable out-of-pocket expenses.
Local Government purposes	With	Yes	<p>Granted to an employee who is a duly elected office holder of a local government council to enable them to attend formal meetings of the council.</p> <p>Maximum period:</p> <ul style="list-style-type: none"> • 5 days in any period of 12 months in the case of an employee who is the mayor or president of the council; and • in any other case, 3 days in any period of 12 months.
Not provided for elsewhere	Without	No	<p>If, but for this section, an employee cannot be granted leave, a Chief Executive may grant leave to the employee up to a maximum period of 12 months.</p> <p>The Commissioner may direct, in special circumstances, that a period of leave granted is to be with pay or to count as service having regard to:</p> <ul style="list-style-type: none"> • the purpose for which the leave is being taken;

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
Not provided for elsewhere (cont.)			<ul style="list-style-type: none"> the length of service of the employee; and the length of the period for which the leave is being taken.
Parental	Without	No	<p>Granted to an employee following the birth or adoption of a child to enable them to care for the child. Leave may commence on the day of the birth of the child, or in the case of an adopted child on the day on which the employee assumes responsibility for the child. Maximum period of leave is 40 weeks, less any period of absence granted under Part VIII of the PSM Act. This period does not include the required period of absence described under that Part of the Act.</p> <p>If an employee's spouse is also an employee the aggregate period of leave granted to them under this section must not exceed 66 weeks. This includes leave granted to the employee and the spouse under the section, and leave without pay granted to the employee and the spouse under Part VIII of the PSM Act. This aggregate period does not include the required period of absence described under that Part of the Act.</p> <p>The WR Act includes minimum entitlements to parental leave. These minimum standards allow the child's primary carer 52 weeks to care for the child in the first year of the child's life. The 52 weeks can be shared between the parents whether employed inside or outside the ACTPS.</p> <p>That Act will only apply if an employee has first exhausted any leave under standard maternity and parental leave provisions, and if they meet the eligibility criteria for this leave.</p> <p>Department of Education and Training employees may be eligible to access Parenting Leave Without Pay as defined in Part 2 of this Agreement.</p>
For returned soldiers for medical purposes etc.	With	Yes	<p>Granted to an employee who is a returned soldier to attend an appointment for periodical medical attention, prosthetic treatment or pension review under the <i>Veterans' Entitlement Act 1986</i>.</p> <p>Maximum period of leave is 2 weeks in each sick leave year.</p>

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
Employee Organisation Leave	Without	See detail in next column	<p>May be granted to an employee to hold a full-time elective office, or a full-time non-elective office, in a employee organisation, a council of employee organisations or a credit union, co-operative society, building co-operative, or similar body.</p> <p>If the leave is to work in a non-elected office, the employee must have been employed by the ACT Government or the Australian Public Service for not less than 4 years to be eligible for this leave.</p> <p>In the case of a credit union or similar body, the body must be incorporated by law, and be conducted by, or on behalf of members of the employee organisation, for:</p> <ul style="list-style-type: none"> • the benefit of the members of the employee organisation; or • the benefit of all persons employed by the ACT Government. <p>Except in the circumstances set out below such a period of leave does not count as service for any purpose other than for accruing sick leave and for calculating the qualifying period under Part VII of the PSM Act.</p> <p>A Chief Executive may grant leave to an employee to take up an honorary office in a employee organisation. Up to 2 months of such leave in a calendar year counts as service for all purposes. Any period of leave which exceeds, in aggregate, 2 months in a calendar year, does not count as service for any purpose.</p> <p>Maximum period of leave is the period for which the employee is elected to office, or in the case of a non-elected office, 3 years.</p>
To attend as witness	With/ Without	Yes	<p>Granted to an employee to give evidence before a body or person before whom evidence may be taken on oath.</p> <p>Except for leave granted for a purpose specified below, leave must be without pay.</p> <p>Leave with pay may be granted for an employee to give evidence:</p> <ul style="list-style-type: none"> • on behalf of a Territory, a State or the Commonwealth; • on behalf of an authority established by or under a law of a Territory, a State or the Commonwealth;

Purpose of leave	With/ Without pay	Counts as Service	Description of Leave
To attend as witness (cont.)			<ul style="list-style-type: none"> • in a judicial review or administrative review proceeding where the matter being reviewed relates to the work of the employee; • before a Royal Commission appointed under a law of the Commonwealth; • before a person conducting an inquiry under a law of a Territory, a State or the Commonwealth; or • before a person or authority exercising arbitral functions under a law of a Territory, a State or the Commonwealth. <p>An employee is entitled to retain any amounts received by way of witnesses' expenses.</p> <p>An employee who is granted leave with pay under this section who is required to travel to give evidence, is entitled to the payment of travelling allowances and expenses on the same basis as if the employee had travelled in the course of their duties. The total amount paid to the employee must be reduced by any amount received as witnesses' expenses.</p>
Religious	Without	No	<p>Granted to an employee to attend a ceremony integral to the practice of their religious faith. To be eligible for religious leave, the employee must be an adherent to the particular religious faith and be a practising member of that religious faith.</p> <p>Religious leave is only available for ceremonies that are of significant importance to the particular faith and are generally observed by the entire faith. Religious leave is not available for ceremonies that are only of significance to the individual member of the particular religious faith.</p> <p>The employee should notify their manager in advance of the particular ceremonies that they wish to attend - maximum of 10 days in a 2 year period.</p>

Appendix 3 - Purchased Leave (School Based Teachers)

189. Purchased Leave Scheme

189.1 The previous Deferred Salary Scheme has now closed and is replaced by this purchased leave scheme.

189.2 **Eligibility:** There is no qualifying period. Applicants must be permanent school based employees (including principals).

189.3 **Commencement:** The scheme will commence in 2004.

189.4 **Duration:** The scheme allows eligible teachers to accrue one term or one semester of additional leave purchased through a pre-calculated fortnightly payment from salary.

189.5 **Definition:** For the purposes of this scheme one term equates to ten weeks and one semester equates to twenty-two weeks (including the two weeks stand down between terms).

189.6 **Payment:** Purchased Leave is accrued by fortnightly payments from salary over 26 paydays (12 months) for one term or 52 paydays (24 months) for one semester.

189.7 **Permanent Part Time (PPT) Teachers:** PPT Teachers are eligible to apply for Purchased Leave on the following basis:

- (a) The fortnightly payment from salary will be adjusted in accordance with PPT hours of duty.
- (b) Payment during Purchased Leave will be at the rate the leave was accrued, similar to recreation leave.

189.8 **Closing dates:** Applications to join the scheme may be made at any time prior to four closing dates each year: 1 March, 1 May, 1 August and 1 December.

189.9 **Applications:** Applications are made by completion of the *Application for Purchased Leave* form. The form includes personal details, date of commencement in the scheme, proposed dates of leave and requires the recommendation of the principal.

189.10 **Approval:** Approval of applications to join the scheme is subject to the system operational requirements, including mobility arrangements. The delegate for approval will be the Manager, Workforce Management. Teachers will be notified in writing of the result of their application

- 189.11 **Accrual Period:** Where approval is given, teachers will commence the accrual period from the beginning of the following school term and payments from salary will commence on the first payday of that term.
- 189.12 **Purchased Leave has been introduced** to encourage work and life balance amongst school based employees.
- 189.13 **Purchased Leave provides school based teachers** with the opportunity to take one term or one semester of additional leave for any purpose including family responsibilities, travel or study. The leave may also be used as a transition to retirement.

190. Taking Purchased Leave

- 190.1 **Discussion with Principal:** The dates on which a teacher proposes to take Purchased Leave **must** be discussed with principal prior to the commencement in the scheme. (Principals **must** discuss the dates they propose to take Purchased Leave with the appropriate Director, School Operations)
- 190.2 **Blocks of Leave:** Purchased Leave must be taken in blocks of one term or one semester in the 12 months following accrual.
- 190.3 **Duration:** Purchased Leave will commence on the first day of the nominated term or semester and conclude on the last day of that term or semester.
- 190.4 **Credits:** Accrued Purchased Leave credits will be deemed to be exhausted at the end of the nominated term or semester regardless of the length of that term or semester.
- 190.5 **Rate of Pay:** Purchased Leave will be paid at the teacher's normal rate of pay less any allowances.
- 190.6 **Application:** Applications for Purchased Leave must be submitted to the principal on a normal leave form no later than:
- (a) **1 August** for Purchased Leave to be taken during Semester 1 of the following year
 - (b) **1 March** for Purchased Leave to be taken during Semester 2 of the same year.
- 190.7 **Approval:** Principals will consider operational requirements prior to approving applications for Purchased Leave.
- 190.8 **Notification:** Teachers must be informed of approval of proposed dates as soon as practical but not later than:
- (a) **1 September** for Purchased Leave to be taken during Semester 1 of the following year

- (b) **1 April** for Purchased Leave to be taken during Semester 2 of the same year.

191. Conditions for Purchased Leave

- 191.1 **Counts as service for all purposes:** Purchased Leave counts as service for all purposes and there is no effect on accrual of other leave entitlements, increment dates or superannuation.
- 191.2 **Leave during accrual period:** School based teachers are able to access all other forms of leave during the 12 or 24 month accrual period, including leave at reduced pay and no pay. However, it should be noted that leave without pay will not normally be approved during the accrual period.
- 191.3 **Unpaid leave during accrual period:** Unpaid leave will have no effect on the scheme and the fortnightly payment must continue to be made. Payment is to be arranged with the Workforce Management section.
- 191.4 **Leave taken in conjunction with Purchased Leave:** Purchased Leave taken in conjunction with other paid leave will be regarded as continuous with that leave and the conditions applicable to a continuation of that leave will apply.
- 191.5 **Personal leave:** Certificated sick leave in excess of 5 continuous days during Purchased Leave will not be deducted from credits.
- 191.6 **Compensation:** Unless agreed to otherwise, the salary payment for Purchased Leave will continue during the first 45 weeks of compensation payments as they are based on an employee's normal gross weekly earnings.
- 191.7 **No anticipation:** Purchased Leave cannot be anticipated.
- 191.8 **Allowances:** Allowances will not be included in the calculation of the fortnightly salary payment during the accrual period. Consequently all allowances, including higher duties allowance, will be ceased during periods of Purchased Leave.
- 191.9 **Employment during leave period:** Where teachers choose to engage in outside employment during Purchased Leave:
- (a) Approval must be received prior to commencing any form of paid employment to ensure there is no conflict of interest with teaching duties.
 - (b) Applications must be made according to *Section 244* of the *Public Sector Management Act 1994*.

192. Special Conditions

- 192.1 **Opting out:** Opting out may occur under special circumstances, eg. long term compensation, unforeseen change in financial circumstances. Applications to leave the scheme:
- (a) Must be in writing through the principal to the Manager, Workforce Management.
 - (b) Require a minimum of two weeks notice.
 - (c) If approved, will result in the teacher being reimbursed the exact amount contributed.
- 192.2 **Unused Purchased Leave:** Any Purchased Leave remaining unused at the end of the 12 month period following accrual will be paid out at the salary applicable on 1 January of that year.
- 192.3 **Recredit of Purchased Leave:** Unused Purchased Leave recredited because of sick leave in excess of 5 continuous days will be paid out at current salary at the end of the 12 month period following accrual.
- 192.4 **Resignation/retirement:** Unused leave will be paid out on a pro-rata basis based on the amount of leave accrued. Payment will be based on current salary at the date of resignation or retirement.
- 192.5 **Transfer/promotion to another agency:** It is unlikely Purchased Leave will be able to be transferred to other agencies. Leave not able to be transferred and not taken prior to transfer or promotion will be paid out at current salary at the date of transfer or promotion.
- 192.6 **Exceptional circumstances:** Application to delay taking of leave will only be approved in exceptional circumstances. Applications must be recommended by the principal and approved by the Manager, Workforce Management.

193. Cost

- 193.1 **Calculation:** The calculation is not complex.
- (a) The formula is based on an officer's actual gross fortnightly salary excluding allowances.
 - (b) For one term (10 Weeks) of Purchased Leave the payment from fortnightly salary is made over 26 paydays (12 months). The payment equals the **gross fortnightly salary multiplied by 10 divided by 52.**
 - (c) For one semester (22 weeks) of Purchased Leave the payment from fortnightly salary is made over 52 paydays (24 months). The payment equals the **gross fortnightly salary multiplied by 11 divided by 52.**
 - (d) An officer who accrues one term of Purchased Leave over the initial 26 paydays may apply to increase that to one semester (additional 12 weeks) over the following 26 paydays. The

payment for the additional period equals the **gross fortnightly salary multiplied by 12 divided by 52.**

- (e) Payments will be amended with changes in substantive salary.

194. Dispute Resolution

194.1 In the first instance, the relevant officer shall discuss the matter with the principal and if applicable the Manager, Workforce Management.

194.2 If no resolution can be reached then the department's normal internal review procedures will apply.

Appendix 4 – Principal Appraisal Program

195. Purpose

195.1 Professional appraisal is about assessing performance and providing feedback to the individual. The Principals' Professional Appraisal Program is conducted with the aim of aligning professional performance with departmental and school strategic directions. It has a twin focus of accountability and continuous improvement.

195.2 The outcomes of this process are the achievement of system and school priorities and the professional growth of principals. Performance measures will be developed as indicators of the achievement of priorities taking account of the school context.

196. Values

196.1 The following values underpin the structure of the Principals' Professional Appraisal Program.

- (a) objectivity and fair assessment
- (b) constructive feedback
- (c) integration with core business
- (d) confidentiality
- (e) mutual support and respect

197. Implementation

197.1 All principals working in the ACT Government Schools System are involved in the professional appraisal program.

197.2 The professional appraisal of principals will generally be conducted by the department's Executive.

198. Timing

198.1 The professional appraisal program will have annual appraisals and reporting taking into account a three-year horizon. This timeframe will align with the school review cycle. In the year of the school review, a major priority will be developing and implementing an effective review process.

199. The Appraisal Process

199.1 The appraisal program is structured around three stages involving the principal and the director.

199.2 **Stage 1 - Planning Conference.** A number of priorities (approximately five or six) reflecting a balance between system and school goals will be negotiated between the principal and the director at the initial

meeting. Within the context of the school, the department will set some priorities in the Professional Appraisal Agreement and others will be negotiated by the parties. These may include personal goals. Within the priorities there is room to include cluster priorities.

199.3 As the governing body, the school board establishes the strategic direction for the school and monitors the implementation of system and school priorities identified in the school's development plan. A framework will be developed to facilitate reporting to the board on progress in achieving its priorities. The outcomes of principal appraisal will be reported to the Chief Executive.

199.4 Each priority should have performance measures that are specific and achievable within the timeframe of the professional appraisal agreement. In establishing measures, baseline data must be taken into consideration.

199.5 Recognition of the context of the school will support the development of challenging and realistic measures. Both quantitative and qualitative measures will provide evidence of achievement of priorities.

199.6 In setting priorities, there should be consideration of the professional learning needed to assist in their achievement. The Leadership and Management Framework will help in identifying learning needs and professional development planning.

199.7 An outcome of Stage 1 is an appraisal agreement between the principal and the Chief Executive.

199.8 **Stage 2 - Mid Cycle Review.** This is the mid cycle formative appraisal meeting between the principal and the director. It is an opportunity for the principal and director to discuss progress towards the achievement of priorities. In the light of these discussions, there is an opportunity to refine the priorities and performance measures in the agreement.

199.9 **Stage 3 - Summative Appraisal and Reporting.** This summative review stage is an opportunity to look at the principal's performance against the priorities. The principal will provide a draft record of progress in achieving the priorities. This record will form the basis of a report to the Chief Executive. The director provides feedback to the principal in terms of achievements and areas for continuing professional development. Future priorities should be identified, which will inform the development of the next agreement within the cycle

199.10 **Stages of the Appraisal Cycle**

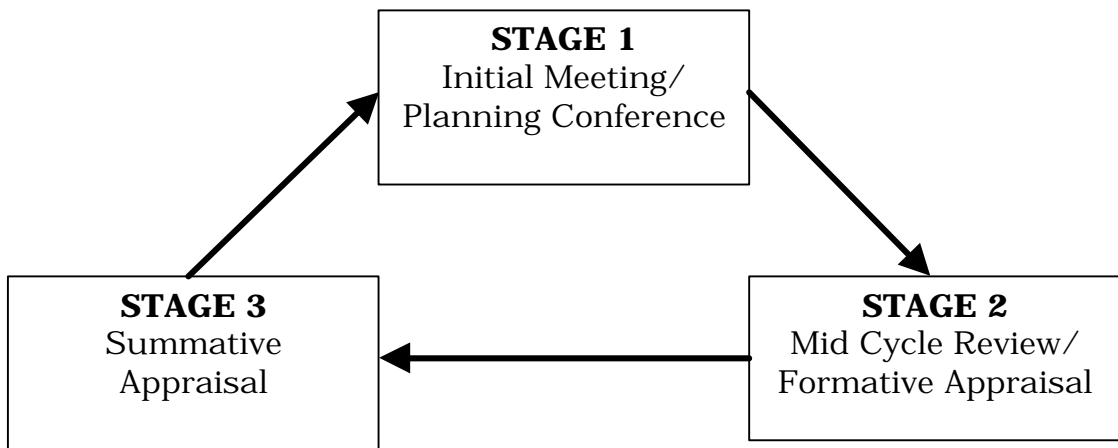


Figure 1