

**ACT DEPARTMENT OF EDUCATION  
& COMMUNITY SERVICES**

**Teaching Service  
Certified Agreement 2000-2003**

Expires: 10 August 2003

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## **PART 1 - APPLICATION AND OPERATION OF THE AGREEMENT**

### **1. TITLE**

This Agreement, made under Section 170LJ of the Workplace Relations Act 1996 will be known as the ACT Department of Education & Community Services (Teaching Service) Certified Agreement 2000 - 2003.

### **2. PARTIES TO THE AGREEMENT AND PERSONS BOUND**

2.1 The parties to this Agreement are:

Australian Capital Territory and the Australian Education Union - ACT Branch.

2.2 The persons bound by this Agreement are:

Australian Capital Territory;

All teachers whose employment is subject to this Agreement; and the Australian Education Union - ACT Branch.

### **3. APPLICATION**

This Agreement applies to teachers as defined in Clause 13 - Definitions of this Agreement, in the Department's schools, Central Office and other areas as determined by the Chief Executive.

### **4. DURATION**

The nominal expiry date of this Agreement is three years from the date of certification.

### **5. PREVIOUS AGREEMENTS REPLACED**

This Agreement replaces and supersedes in its entirety all the terms and provisions of the following Agreements in so far as these apply to teachers covered by this Agreement:

(a) Education and Training and Family Services (Enterprise Bargaining) Agreement - Teaching Component 1996 – 1999 (C No. 90326 of 1996).

(b) ACT Government (Cross Agency Dispute Resolution Procedure) Agreement 1996 - 1998 (C No. 90256 of 1996).

### **6. CLOSED AGREEMENT**

This Agreement constitutes a closed Agreement in settlement of all matters for its duration. The parties undertake for the life of this Agreement that there will be no additional claims that would increase labour costs, except where consistent with the terms of the Agreement.

The parties agree to commence negotiations for a new Agreement no later than six months prior to the nominal expiry date, with a view to settling a replacement Agreement.

## **7. PRINCIPLES AND OBJECTIVES OF THE AGREEMENT**

7.1 The parties to this Agreement share a commitment to the objective of enhancing professional and quality teaching practices with a view to improving student outcomes within ACT government schools and preschools.

7.2 Accordingly the parties have agreed to a significant range of reforms which will support a strengthening of a culture of professional practice and standards within the teaching profession.

7.3 Specific matters agreed include:

- (a) the development of a system of recognition and rewards;
- (b) the introduction of a Professional Pathways Program for all teachers;
- (c) a structured and systematic approach to improving teaching skills and practice through the Pathways to Improvement process;
- (d) streamlined inefficiency procedures.

7.4 The parties have also agreed to significant amendments to the classification and incremental structure for Level 1 and 2 teachers. These changes will provide an improved starting salary for beginning teachers; a reduction in the number of incremental steps before classroom teachers reach the maximum salary; recognition for classroom teachers accepting additional responsibilities through the introduction of Leading Teacher posts; a single salary point for Executive Teachers.

7.5 Teachers in ACT government schools and preschools will also benefit from a range of improvements to working conditions including changes to contract employment arrangements; the introduction of personal leave entitlements; access to salary packaging; and more flexible maternity leave and long service leave provisions.

## **8. SCOPE TO VARY AGREEMENT**

8.1 The parties agree that, consistent with the principles and objectives outlined in Clause 7, further Agreements or flexibility schedules to this Agreement may be negotiated.

8.2 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.

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

8.4 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.

**9. CONSULTATION**

- 9.1 The parties are committed to effective consultation and employee participation in workplace and professional issues. Reasonable time will be provided to teachers and the Union to consult with the Department and for the Union to consult with members on workplace and professional matters.
- 9.2 Union representatives will be provided with access to appropriate Departmental and school facilities and the resource requirements associated with the use of such facilities. These facilities include the internal courier service, email, telephone, facsimile, photocopying, and storage space. Union representatives will only use these facilities for Union business other than industrial action.
- 9.3 Where there is any proposal to privatise/corporatise or contract out a service that is performed or supervised by a teacher, there will be early consultation on the implementation of the proposal.
- 9.4 The Union recognises the right of the Government to determine its Budgets, but the Union retains its industrial and other options to address Government Budget decisions.

**10. FLEXIBLE EMPLOYMENT CONDITIONS**

- 10.1 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.
- 10.2 The terms and conditions are to be agreed between the Department and the Union.
- 10.3 Where agreement cannot be reached the dispute settling procedures will be invoked.

**11. RIGHT OF ENTRY/FREEDOM OF ASSOCIATION**

11.1 Right of Entry

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

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 the event of any dispute/disagreement over the application of this provision, access will only be provided in accordance with the WRA.

11.2 Freedom of Association

Membership of unions is voluntary. Employees will not be discriminated against or victimised because they are, or are not, members of the Union.

Members of the AEU will, if they request it, have Union subscription fees deducted automatically from their salary for payment to the Union under the arrangements in place with the Department, as at the time of certification of this Agreement.

## 12. RELATIONSHIP TO AWARDS AND OTHER LEGISLATION

### Employment Legislation

- 12.1 Employment in the Department is subject to the provisions of the following Acts (and regulations or other legislative instruments made under those Acts) as amended:
- (a) Workplace Relations Act 1996;
  - (b) ACT Public Sector Management Act 1994;
  - (c) ACT Occupational Health and Safety Act 1989; and
  - (d) The Public Sector Management Standards.
- 12.2 Where there is any inconsistency between the terms of this Agreement and the terms of any of the abovementioned ACT legislation and regulation, the terms of this Agreement will prevail.
- 12.3 Where there is any inconsistency between the terms of this Agreement and the terms of any of the abovementioned Commonwealth legislation, Section 170LZ(4) of the Workplace Relations Act 1996 applies.

### Awards

- 12.4 This Agreement will be read and applied in conjunction with the Awards listed in Schedule A.
- 12.5 Where there is any inconsistency between the terms of this Agreement and the terms of any of the above Awards, the terms of this Agreement will prevail.

## 13. DEFINITIONS

**ACT Public Service** 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.

**AIRC** means the Australian Industrial Relations Commission.

**Award** means an award of the Australian Industrial Relations Commission.

**Chief Executive** means a person appointed under Section 28 of the Public Sector Management Act 1994 who has control of an administrative unit and includes a chief Executive Officer in relation to a Territory instrumentality.

**Commissioner** means the Commissioner for Public Administration appointed under the Public Sector Management Act.

**Employee** means an “employee” or an “officer”, whether full time or part time, within the meaning of the Public Sector Management Act 1994.

**Employer** means the Australian Capital Territory, but for practical employment purposes and administration of this Agreement, it may also mean the Department as an agency of the Territory.

**Officer** means any person holding an office within the meaning of the Public Sector Management Act 1994.

**Professional Mentor** means, in general, the teacher’s direct supervisor being the Principal, Deputy Principal or a Teacher Level 2, or by agreement between the teacher and Principal, may be another relevant more experienced teacher. For those teachers working in Office based positions, the Professional Mentor will generally be their designated Manager.

**Principal** means any person occupying Principal positions as defined in the ACT Department of Education and Community Services, Principals’ Certified Agreement 1999-2001.

**PSMA** means the Public Sector Management Act 1994 as varied.

**PSM Standards** means the Management Standards made under Section 251 of the Public Sector Management Act 1994 as varied.

**Teachers** means employees occupying positions designated as such and which are classified as either Teacher Level 1, Master Teacher, Teacher Level 2 (including Executive Officers for preschools), Teacher Level 3 (Deputy Principals) or Teacher Level 5.

**The Department** means the Department of Education and Community Services.

**Union** means the AEU - ACT Branch.

**WRA** means the Workplace Relations Act 1996 as varied.

## **PART 2 - DISPUTE RESOLUTION**

### **14. DISPUTE AVOIDANCE/SETTLEMENT PROCEDURE**

- 14.1 The objective of these procedures is the prevention and resolution of workplace disputes by measures based on the provision of information and explanation, consultation and co-operation.
- 14.2 The parties agree to take reasonable internal steps to prevent and resolve disagreements.
- 14.3 Normal work should continue during the dispute resolution process unless there is a reasonable concern on occupational health and safety grounds.
- 14.4 Any party to the Agreement may raise an issue using these procedures. Any person involved in the dispute process may seek advice and/or include the involvement of the Union, including the AEU Sub-Branch, or other independent representative to assist during any stage of the process.
- 14.5 Internal Process
- Step 1: Issue of concern identified by an employee or employees.
- Step 2: Where appropriate, the relevant employee(s) shall discuss the matter with Management.
- Step 3: If the issue remains unresolved after Step 2, then it may be referred to the AIRC by any party for settlement of the issue.
- 14.6 External Process
- Unless it is agreed to the contrary, the AIRC shall, in responding to the matter, have regard to whether a party has applied these procedures.
- 14.7 In accordance with Section 170LW of the WRA, the parties agree to empower the AIRC to settle disputes, either by conciliation or arbitration, and/or appoint a board of reference for the purpose of settling such matters. The AIRC's decision will be accepted by the parties subject to legal rights of appeal.

## **PART 3 – ENHANCING QUALITY TEACHING**

### **15. TEACHING AS A PROFESSION**

- 15.1 The parties agree that the quality of teaching practice is dependent upon the professionalism of its practitioners. There is agreement that teachers who practice in a professional manner exhibit the following general characteristics:
- (a) They are committed to students and their learning.
  - (b) They know the subject(s) they teach and how to teach those subject(s) and are aware of the relationship between those subjects, the whole school curriculum and educational pathways.
  - (c) They are responsible for managing and monitoring student learning.
  - (d) They understand the interaction between assessment, curriculum and learning.
  - (e) They are aware of teaching approaches used with students in age ranges other than those they usually teach.
  - (f) They are committed to maintaining their professional knowledge and teaching skills, thinking systematically about their practice and learning from experience.
  - (g) They are members of learning communities.
  - (h) They have professional responsibilities outside the normal hours of attendance at school.
  - (i) They integrate cross curriculum perspectives in their teaching practice.
- 15.2 A priority of the ACT Government Schools Plan 1998-2000 is to promote quality teaching through processes aimed at enhancing teachers' strengths and professionalism, their role as educational leaders, their professional development and by recognising and rewarding good professional practice.
- 15.3 By addressing the performance and development of teachers through planning and effective leadership, the Enhancing Quality Teaching program aims to:
- encourage the continual development of a teacher's professional skills and knowledge;
  - link individual teacher's efforts to meeting student, school and system imperatives;
  - motivate teachers through the constructive use of self initiated work planning;
  - stimulate appropriate communication and dialogue about professional performance;
  - recognise achievement; and
  - continually improve the school's performance in achieving enhanced student outcomes.

- 15.4 The Enhancing Quality Teaching Program is comprised of two key professional management strategies:
- Professional Pathways;
  - Pathways to Improvement.
- 15.5 The parties agree that the implementation of the Enhancing Quality Teaching Program will need to occur in a staged fashion over a period of at least 12 months.
- 15.6 The parties acknowledge that implementation of the Enhancing Quality Teaching program requires the development of skills and knowledge about the process and roles as well as ongoing system support by all teachers and particularly Principals, Deputy Principals and Executive Teachers. Accordingly, the parties will develop a plan for professional development during the first three months of this Agreement to support the implementation of the program.
- 15.7 Individual Development Plans may be replaced by a Professional Pathways Plan for teachers from the commencement of the 2001 school year.
- 15.8 The parties agree to negotiate generic professional descriptors for each teacher classification prior to the implementation of Pathway to Improvement Plans and within six months of certification of this Agreement.
- 15.9 The parties will reach agreement on how to adapt the Enhancing Quality Teaching Program to meet the needs of the preschool sector, prior to implementing the Program in that sector.

## **16. PROFESSIONAL PATHWAYS**

- 16.1 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. Casual and contract teachers are covered by other specific assessment processes.
- 16.2 Professional Pathways is a confidential professional appraisal and planning process aimed at providing teachers with meaningful feedback, advice and support. Teachers will have ownership of a professional plan for the continuing development and enhancement of their professional skills and talents.
- 16.3 In line with the Department's Performance Management Scheme, the school's Principal is responsible for implementing the process of professional appraisal and planning for all teachers in the school using the Professional Pathways Plan.
- 16.4 The Principal is responsible for ensuring that the process is conducted in a professional, objective and fair manner and that areas for improvement are identified and resolved through a managed process.
- 16.5 The process of developing a Professional Pathways Plan is a collegiate responsibility between a teacher and his/her professional mentor; it will take place through professional discussion and be recorded in writing.

- 16.6 A Professional Pathways Plan will focus on the teacher's:
- professional work performance;
  - professional and work related goals;
  - professional learning;
  - pathways for development;
  - personal growth and career development;
  - whole of school role and responsibilities;
  - information technology and other training needs.
- 16.7 In conducting their professional discussion the teacher and their professional mentor will, as appropriate, have regard to relevant factors including, but not limited to:
- priorities in the ACT Government Schools Plan;
  - the needs of the school and the School Development Plan;
  - priorities set out in the school's business and education plans and policies;
  - the need to enhance student educational outcomes;
  - curriculum assessment and reporting data;
  - the school setting, including whole of school roles and responsibilities, management and team structures, the school community, parents as partners;
  - other factors which may affect the teacher's circumstances, such as part time work or leave arrangements;
  - the requirement for teachers to participate in professional development as outlined in Clause 19 - Professional Development.
- 16.8 In the Professional Pathways Plan the teacher and their professional mentor will identify and record realistic and agreed goals, and strategies for their implementation, for the school year.
- 16.9 Ongoing evaluation of a teacher's performance should occur as a normal part of their professional role in a school, and should take into account the goals in their Professional Pathways Plan.
- 16.10 A formal review of a teacher's Professional Pathways Plan will be made in at least two stages:
- Stage 1 review no later than midway between the making of the Professional Pathways Plan and the end of the school year.
  - Stage 2 review is then to be made after an agreed period and before the end of the school year.
- 16.11 A review will be made through professional discussion between the teacher and their professional mentor to provide feedback and to ascertain:

- the extent to which the goals in the Professional Pathways Plan have been met;
- areas of strength and achievement;
- variations which need to be made; and
- strategies for areas of performance which require improvement.

- 16.12 A Professional Pathways Plan, may be varied by agreement during the school year to reflect changing circumstances.
- 16.13 Professional Pathways is envisaged as a dynamic forward planning and development tool that is carried over from school to school, and from one year to the next. This means that when a teacher changes schools or is promoted, the existing Professional Pathways Plan should be reviewed and varied to meet the teacher's changed circumstances within one month of taking up their new position.
- 16.14 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.
- 16.15 Aggregate 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 Professional Pathways Plan is at the teacher's discretion.
- 16.16 Professional Pathways Plans may not be used as a source of information for any staff selection processes.

## **17. PATHWAYS TO IMPROVEMENT**

- 17.1 Pathways to Improvement is an early intervention program to assist teachers to improve their professional practice and work performance in a positive, constructive and non threatening climate and manner. A Pathways to Improvement Plan will enable a teacher and their supervisor to set short term, specific and achievable goals which will support teachers in improving their classroom practices and in fulfilling their role within a school.
- 17.2 It is acknowledged by the parties that teachers may require professional assistance on occasions. This could be for a range of reasons, both work related and personal. Pathways to Improvement provides a collegiate framework for addressing professional issues in a non adversarial, timely and structured way.
- 17.3 Teachers may have a Pathways to Improvement Plan developed in conjunction with their supervisor as a basis for addressing professional issues and achieving specific improvements in their practice. A Pathways to Improvement Plan will form part of the teacher's Professional Pathways Plan. A Pathways to Improvement Plan will normally be implemented for up to one school term.
- 17.4 The Principal is responsible for ensuring that:

- the Pathways to Improvement Plan is put in place to assist any teacher requiring assistance in their professional performance;
  - appraisal of the teacher's professional performance is appropriately recorded;
  - feedback is regularly provided to, and received from, the teacher;
  - the process is well managed; and
  - the process is conducted in a sensitive, objective and fair manner.
- 17.5 It is expected that the Pathways to Improvement Plan 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.
- 17.6 A Pathways to Improvement Plan will include the following matters agreed between the teacher, the Principal and the supervising teacher:
- (a) strategies to assist the teacher to improve their professional performance. Appropriate strategies may include, but are not limited to, one or a combination of, the following:
- a Professional Development Plan;
  - a professional appraisal schedule;
  - mentoring by another teacher;
  - referral to the Department's Employee Assistance Provider for counselling or other support;
  - changes to their working arrangements, for example, access to leave arrangements or permanent part time work;
- (b) straightforward performance indicators to assess each strategy; and
- (c) an agreed review timetable.
- 17.7 The effectiveness of strategies will be assessed against the agreed performance indicators, and documented, on a regular basis, by the supervising teacher after professional discussion with the teacher. These discussions will provide constructive feedback and establish the extent to which the strategies in the Pathways to Improvement Plan are being met.
- 17.8 The supervising teacher will consult with the principal about the teacher's progress.
- 17.9 At any time during the period of the Pathways to Improvement Plan the supervising teacher may determine that there is significant improvement in the teacher's professional performance and recommend to the Principal that the Plan cease.
- 17.10 In respect of a recommendation under 17.9 the Principal may approve the recommendation or determine that the teacher continue with the Plan until its conclusion.

- 17.11 At the completion of the period of the Pathways to Improvement Plan the supervising teacher should provide the Principal with a report on the plan which includes an assessment of its success or otherwise.
- 17.12 In respect of the report provided under 17.11 the Principal may:
- (a) note that the teacher's performance has improved adequately and that no further action need be taken; or
  - (b) note that the teacher's performance has improved but additional support strategies will continue for a limited period of time.
  - (c) assess that the teacher has not achieved an acceptable level of improvement to their work performance and make a recommendation to the Director Human Resources, that the teacher have his/her work performance assessed on grounds of possible inefficiency.
- 17.13 In making any of the above decisions, the Principal may initiate other appropriate inquiries they consider necessary to form a considered view.
- 17.14 The Pathways to Improvement Plan forms part of the teacher's Professional Pathways Plan and a copy will be retained by the Principal. The original of the Plan will be retained by the teacher.
- 17.15 The Principal will retain the documentation with the teacher's Professional Pathways Plan records for a period of two years or, if inefficiency action is recommended, provide it to the Director Human Resources.
- 17.16 Except for the purposes set out in this section, disclosure of information in a Pathways to Improvement Plan is at the teacher's discretion.
- 17.17 A Pathways to Improvement Plan may not be used as a source of information for any staff selection processes.
- 17.18 Officers on probation, contract and casual teachers are not covered by the provisions of this Clause.
- 17.19 Any dispute arising from the operation of this Clause will be dealt with in accordance with Clause 14 - Dispute Avoidance/Settlement Procedure.

## **18. INEFFICIENCY PROCESSES**

- 18.1 The parties to this Agreement agree to the following streamlined procedures to deal with inefficient teachers. These procedures do not apply to fixed term temporary employees, casual employees or officers on probation.
- 18.2 A teacher may be subject to action under this Clause where the Chief Executive, based on the assessment made by a Principal under 17.12(c), is satisfied that there are reasonable grounds for concluding that the professional performance of a teacher is inadequate, his/her performance has not improved through a Pathways to Improvement Plan and any mitigating circumstances have been considered.

18.3 A designated officer, who is not the teacher's immediate supervisor, will be appointed by the Chief Executive in consultation with the Principal and the Union.

18.4 The Process

This is a three step process:

(a) Step 1

- This part of the process will be conducted for a period equivalent to one school term.
- The designated officer will provide written advice to the teacher about required professional standards, how the teacher is not meeting those standards and will give details of the processes which will be followed by their immediate supervisor and Principal to assist the teacher to meet the standards.
- At the commencement of or during any part of the process, the teacher may utilise a mentor of his/her choice from outside the work area to assist and support the teacher in achieving the required professional standards.
- Constructive advice and verbal feedback will be provided by the designated officer and Principal throughout this process. In addition, there will be written feedback at the conclusion of every 4 weeks during Step 1 about how the teacher is managing their professional performance. These comments will be read and signed off by the teacher, the designated officer and Principal. If a teacher declines to sign these papers a copy will still be provided to the teacher and the file copy annotated to the reasons why the papers were not signed. A lack of a signature will not affect the process being undertaken.
- At the end of Step 1, the designated officer and Principal will provide a report on the outcomes of the process to the Chief Executive. Where there is no or insufficient improvement in the teacher's work performance the report may contain a determination that the teacher is inefficient.

(b) Step 2

- As soon as practicable after receiving a determination of inefficiency from the Principal and the designated officer, the Chief Executive will consider the documentation provided and initiate other appropriate inquiries as he/she considers necessary to form a view about the determination.
- The Chief Executive may decide to either retire the teacher from the Service on grounds of inefficiency; or that other appropriate action should be undertaken.
- After due consideration, the Chief Executive will contact the teacher concerned and advise him or her of the decision.
- Where a teacher is issued with a notice of "intention to retire the teacher from the Service unless the teacher can show cause, in writing, why the action should not proceed", the teacher will have seven working days in which to provide a written response if they wish to do so.

(c) Step 3

If no response is received within 7 days, the Chief Executive will finalise the matter.

- If a response is received, after considering the teacher's written response, the Chief Executive will determine the matter as soon as practicable and advise the teacher of the decision in writing.

18.5 A teacher aggrieved with a decision of the Chief Executive may appeal in accordance with the process outlined in Schedule D of this Agreement.

18.6 For the period of time a teacher participates in this inefficiency process, his/her incremental progression will be deferred. If the teacher is found not to be inefficient his/her incremental progression date will be restored.

Implementation

18.7 This inefficiency process will commence in conjunction with the implementation of Pathways to Improvement.

18.8 The Department will ensure that detailed guidelines for the process are provided to each school and relevant workplace. Appropriate professional development will be provided to Principals and designated officers as needed.

**19. PROFESSIONAL DEVELOPMENT**

19.1 All teachers are required to participate in a minimum of four days per year of approved staff development at the school level in designated stand down periods. This professional development will be allocated as follows:

- (a) three days will be arranged on appropriate school based priorities;
- (b) one day will be arranged and devoted to a system priority as determined by the Department.

19.2 Teachers are also required to undertake the equivalent of at least one day of professional development per year in their own time.

19.3 Day one of the school year will remain a planning day for staff.

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

- be a coherent program, consistent with the system/school development plan and/or an individual's Professional Pathways Plan;
- enhance the knowledge or skills of teachers that will lead to improved student learning;
- enable teachers to reflect on their current practice;
- typically involve teachers in collaboration with other teachers or relevant professionals;

- typically lead to follow up activities such as further research, discussion, experimentation or collaboration;
  - provide teachers with opportunities to develop leadership capabilities.
- 19.5 By the end of the Agreement, \$1 million of additional funds per annum will be allocated to professional development for teachers. The parties will develop agreed priorities for the delivery of this professional development.
- 19.6 The Department will continue to monitor teacher professional development formally conducted by schools for planning and reporting purposes.
- 19.7 The parties will also discuss the creation of a professional development consortium within the first 12 months of the Agreement.

## **20. MANAGING STUDENT WELFARE**

- 20.1 The parties agree on the importance of addressing concerns and issues surrounding student welfare and management and acknowledge the benefits in working collaboratively in the development of Departmental plans and strategies to address those issues. Accordingly, it is agreed that:
- The Union will be represented on the working party(ies) which will develop a holistic and strategic plan to guide the delivery of future services to preschool, primary and secondary students and to address the issue of bullying and harassment in schools. This plan will be finalised by the beginning of Term 1, 2001.
  - The building of a community development model through initiatives such as Family And Schools Together (FAST) is desirable and will be promoted;
  - There will be a sharing of possible salary savings which may accrue during the life of the Agreement as a result of changes to the incremental profile of the teaching workforce for student welfare and behaviour management initiatives. The savings will be determined by reference to financial reports provided to the Union annually from 1 July 2000 to 1 July 2003. The financial reports will set out the actual costs of the salary increment points of Level 1 and the promotional positions and any actual employee costs associated with changes.

## **21. PROFESSIONAL REGISTRATION BOARD**

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 within the first 18 months of this Agreement.

## **22. STRATEGIC ALLIANCES**

- 22.1 The parties agree that 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.

- 22.2 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.

## **PART 4 - SALARIES AND CLASSIFICATION STRUCTURE**

### **23. SALARIES**

- 23.1 There will be an averaged 11.6% salary increase across all classifications during the life of this Agreement, which will be paid in accordance with Schedule B of this Agreement.

Each pay increase will commence from the first full pay period on or after the prescribed date.

- 23.2 The parties are committed to a further Agreement following the nominal expiry date of this Agreement. This further Agreement will include a pay increase prior to 1 July 2004. The exact quantum of this salary increase will be agreed between the parties prior to the nominal expiry date of this Agreement.

### **24. CLASSIFICATION AND REMUNERATION STRUCTURE**

- 24.1 It is agreed that a new classification and remuneration structure for teachers as detailed in Schedule B, will be implemented during the life of this Agreement.

- 24.2 The objectives of the new structure are to provide:

(a) An improved career path for teachers within a teacher classification stream.

(b) Incentive and reward for teachers accepting and undertaking additional professional responsibilities within schools.

(c) A reduction in the number of incremental steps within Level 1 to eight for 4 year trained teachers and provision for accelerated progression through Level 1.

(d) Appropriate salary relativities between each level.

- 24.3 In the new structure:

(a) Four year trained teachers will be appointed at the Level 1.2 increment, unless prior experience warrants a higher starting point.

(b) Five year trained teachers will be appointed at the Level 1.3 increment, unless prior experience warrants a higher starting point.

(c) All Level 1 teachers will progress one increment annually on their anniversary date through participating in the Enhancing Quality Teaching Program.

(d) Three year trained teachers who gain an approved four year qualification will progress by an additional increment from 1 January or 1 July, preceding the submission of the academic transcript.

(e) A permanent four year trained Level 1 teacher who completes an additional approved qualification after 1 January 2000 will progress by an additional increment at their next due increment date. This additional progression may only occur once for any Level 1 teacher. The approved qualifications will be as agreed by the parties. Details of the qualifications will be finalised by the beginning of Term 4, 2000.

Leading Teacher Allowance:

(f) A post of Leading Teacher may be created for a period of up to 12 months and will attract an allowance of \$3,000 per annum.

(g) Leading Teacher posts will be established according to strict criteria to fulfil one of the following: school based projects of limited duration and with clearly defined and articulated outcomes; cross sectoral projects meeting the same criteria; office based projects meetings the same criteria.

(h) A steering committee comprising Union and Departmental representatives will develop agreed guidelines for the creation and implementation of these posts.

(i) These guidelines will be used on a trial basis in a number of schools in Semester 1 2001. The parties will evaluate and revise the guidelines as necessary on the basis of the trials.

(j) Level 1 teachers acting as Leading Teachers will carry the teaching load determined by the project arrangements.

(k) Subject to meeting the criteria contained in the revised guidelines, schools may create posts of Leading Teachers within an overall maximum of 30% of all teaching positions being promotion or Leading Teacher positions from Semester 2, 2001.

Level 2 Executive Teachers:

(l) A single salary point will be created for all Level 2 Executive Teachers.

Level 3 Deputy Principal Teachers:

(m) The parties will examine the feasibility of linking a school's entitlement to a Deputy Principal position to school categories as defined in the Principals' Agreement. If agreement is reached to create such a nexus, the parties will aim for implementation from 2001.

Master Teachers/Ex Band 3 Teachers:

(n) As from 1 July 2003 the Master Teacher classification will be subsumed into the new Level 1.9 increment and the ex Band 3 teacher classification will be subsumed into the new single step Level 2 classification.

**25. REWARD AND RECOGNITION**

25.1 Prior to the end of Term 3, 2000 the parties will agree upon a scheme of rewards and recognition for outstanding teaching practice and achievement.

25.2 The sum of \$500,000 each year for three years will be allocated for this initiative.

## **PART 5 - EMPLOYMENT CONDITIONS**

### **26. LEAVE**

#### 26.1 Annual Leave

The provisions for annual leave contained in Clause 18 of the ACT Government School Teacher's Award 1999 will continue to apply.

#### 26.2 Personal Leave

Personal leave will entirely replace all sick leave, carers leave and leave in special circumstances. Teachers will be credited with eighteen days per annum on full pay on each leave anniversary. Part time teachers will also be credited with eighteen days per annum on each leave anniversary but will be paid on the basis of their part time hours on the date of accrual.

The maximum number of days of personal leave which can be granted for caring purposes will normally be ten days in any leave year. Where more than ten days is required, the Principal will review the circumstances in consultation with the teacher and consider other options (including short term home based work; part time work; temporary transfer).

Eighteen days shall be considered as a cumulative credit. All half pay credits of sick leave will be converted to full pay credits of personal leave on certification of the Agreement.

If a medical certificate, or other appropriate declaration, 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 five consecutive working days. A maximum of nine days without a medical certificate, for personal illness, or the illness of a member of the immediate family or household, can be taken within the accrual year. These provisions will be reviewed by the parties during the first 12 months of the Agreement and their continuation dependent on the outcome of the review.

The delegate may, with reasonable cause, request medical certification for any absence at the time of notification of the absence.

The delegate may approve personal leave other than for personal illness, or the illness of a member of the immediate family or household in special circumstances. In approving the leave the delegate may request reasonable evidence of the need for the leave.

The parties will develop agreed guidelines for the use of personal leave in time for implementation from Term 1, 2001 and will provide those guidelines to all delegates.

#### 26.3 Long Service Leave

From the date of certification of this Agreement long service leave may be:

- taken on double, full, or half pay when approved by the delegate and subject to operational requirements.

- accessed on a pro rata basis after seven years service.
- cashed in to the equivalent of up to two months credit where a staff member has an existing credit of three months or more. The rate of payment will be made at the officer's substantive level of pay. There will be a budget allocation set aside each financial year specifically for this purpose. Eligible staff will have access to the pool of funds on a "first application in basis".

The above provisions do not alter the existing termination payments.

#### 26.4 Annual Leave Bonus

The current entitlement and arrangements for annual leave bonus will continue. However, during the life of the Agreement the parties will discuss the inclusion of annual leave bonus into salaries.

#### 26.5 Bereavement Leave

Teachers are entitled to a further three days bereavement leave on full pay on each occasion of a death of a member of the teacher's immediate family or household.

#### 26.6 Leave to Attend Industrial Courses and Seminars

Leave will be granted to an employee to attend short training courses or seminars under the following conditions:

- (a) that the Department's or school's operating requirements permit the granting of the leave;
- (b) that the scope, content and level of the short course are such as to contribute to a better understanding of industrial relations;
- (c) leave granted under this Clause will be with full pay;
- (d) each employee will not be granted more than five days leave in any calendar year;
- (e) any relief required will be paid for by the school.

Any short course conducted or accredited by the Union will be accepted as complying with the condition in subsection (b). Leave granted for this purpose will count as service for all purposes.

#### 26.7 Maternity Leave

Entitlements for maternity leave under the PSMA will be retained except that employees may spread the payments for the 12 week mandatory absence over a 24 week period at half pay. The additional period of paid maternity leave will count as service for all purposes.

The additional period of paid maternity leave will not extend the maximum period of paid and unpaid maternity leave available.

26.8 Compulsory Christmas Shutdown (Office Based Teachers)

For the purposes of a Christmas shutdown period, unless prior agreement has been made with their Manager, an office based teacher must use an agreed accrued credit, another form of leave or time in lieu to cover the working days between 27 and 31 December inclusive.

**27. SUPERANNUATION**

The parties acknowledge the undertakings made by the Government before the AIRC on 29 June 1999 that:

- (a) the request to the Commonwealth to close access to the Public Sector Superannuation Scheme (PSS) for new starters has been withdrawn;
- (b) no future request for the Commonwealth to close access to the PSS for new starters would be made without giving the AIRC and the unions at least one month's notice; and
- (c) the Government will not be moving to change the superannuation entitlements of existing employees under the Commonwealth Superannuation Scheme (CSS) and the PSS.

**28. SALARY PACKAGING**

- 28.1 Voluntary access to flexible remuneration packaging will be made available to permanent teachers on a salary sacrifice basis in accordance with policies and guidelines issued by the Commissioner for Public Administration from time to time.
- 28.2 Any Fringe Benefits Tax and administrative costs incurred as a result of remuneration packaging under these provisions will be met by the teacher.
- 28.3 The teacher's salary for superannuation purposes and severance and termination payments will be the gross salary which the teacher would receive if not taking part in flexible remuneration packaging.
- 28.4 Changes to flexible remuneration packaging arrangements, including taxation changes, shall not be a cause for further claims against the employer.
- 28.5 The Department will provide appropriate information to teachers concerning salary packaging.

**29. REDEPLOYMENT, REDUNDANCY AND RETIREMENT**

The provisions for redeployment, redundancy and retirement will be as contained in Schedule C of this Agreement.

**30. TEMPORARY EMPLOYMENT ARRANGEMENTS**

30.1 "Temporary employment" is employment for a specified term or ascertainable period.

30.2 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.

30.3 A temporary employee will be entitled to:

(a) Incremental Advancement

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 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 26.3.

30.4 There will be two categories of temporary contract.

(a) Short Term:

This applies whenever the duties of a Level 1 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 temporary contract will be arranged by the school and will be available to registered casual employees. A copy of the temporary contract must be received by the Manager, Workforce Planning and Management within four working days of the commencement of the temporary contract.
- (ii) The commencement date of the temporary 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 Planning and Management .
- (iv) The provisions of 30.3 will apply, except that the teacher 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 30.4(a)(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:

This applies whenever the duties of a Level 1 teacher, part time or full time are required to be performed for a school term or more. In this circumstance, the following arrangements will apply:

- (i) The contract will be arranged through the Workforce Planning and Management Section and can only be offered to applicants for temporary employment who have a current recruitment rating.
- (ii) Temporary contract assessment processes will apply. However, for any teacher who has been employed for a minimum of one school year, only a contract assessment report will be provided to the teacher by the teacher's supervisor at the end of the contract, unless the Manager, Workforce Planning and Management, the Principal or the teacher request a full assessment.
- (iii) The commencement date for a long term temporary contract will be the date first worked following acceptance of the temporary contract, except as provided for in 30.4(b)(v).
- (iv) Providing a temporary employee on contract for Term 4 of a school year has accepted a contract for at least Term 1 of the next school year prior to the designated pay out date, the temporary employee will be entitled to pro rata

recreation leave, payment for public holidays and paid stand down from the end of the standard recreation period.

(v) If a temporary employee on contract for Term 4 of a school year has not been offered a temporary contract for at least Term 1 of the new school year by the designated pay out date but subsequently accepts a temporary 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 temporary contract will be the day following the end of the standard recreation period.

(vi) If a temporary employee 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 temporary employee 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 30.3 will apply.

### 30.5 Eligibility for Permanent Appointment of Category B Teachers

Three year trained Category B temporary teachers who have been continuously employed as per 30.3(b) for at least two years immediately prior to the certification of this Agreement will be given the opportunity to achieve permanency through a professional development pathway on a “one off” basis. The parties will agree upon, and implement the specific process to enable this to occur, by the commencement of Term 1 2001. In the event that agreement is not reached, the dispute settling procedures may be invoked by either party.

### 30.6 Dispute Settlement Procedures

Any disputes over the application for any part of this Clause will be dealt with in Accordance with Clause 14 – Dispute Avoidance/Settlement Procedure of this Agreement.

## 31. PART TIME TEACHERS

31.1 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.

31.2 The term “part time teacher” includes both permanent and temporary part time teachers.

31.3 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.

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

- 31.5 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 is necessary for the efficient operation of a school.
- 31.6 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 teachers' and/or schools' needs.
- 31.7 Approval for part time teachers to undertake casual relief teaching may be given.
- 31.8 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 31.6; or
  - (c) by applying as a voluntary transferee for full time positions in the next available Level 1 Transfer Round.
- 31.9 Permanent part time teachers who were not serving full time teachers prior to commencing part time work may only convert to full time work substantively by applying as a voluntary transferee for full time positions in the next available Level 1 Transfer Round. They must have completed an initial twelve month period of service as a permanent part time teacher before being eligible to apply for a full time position.
- 31.10 Part time teachers who are temporary employees may:
- (a) be converted to permanent part time in areas of need agreed by the parties; and
  - (b) gain full time work by applying in the Recruitment Round.
- 31.11 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.
- 31.12 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 teaching staff working 0.8 and above.
- 31.13 As a means of promoting family friendly policies in the workplace, the parties fully support the utilisation of part time employment. The parties also agree to undertake a joint review of permanent part time work, with a view to increasing utilisation of PPT in schools.
- 31.14 Any disputes about the operation of this Clause will be dealt with in accordance with Clause 14 – Dispute Avoidance/Settlement Procedure of this Agreement.

### **32. CASUAL RELIEF TEACHERS**

- 32.1 Casual relief teachers will not be expected to perform duties outside the hours of the ordinary program of the school at which they are employed.
- 32.2 A rate equivalent to three hours pay will be payable to casual relief teachers who are advised that their services are not required after a firm booking unless notice is given twenty four hours prior.
- 32.3 When a casual relief teacher 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.
- 32.4 When a school decides for professional reasons that the services of a casual relief teacher are no longer required, the School Principal will provide counselling to the casual relief teacher.
- 32.5 (a) To retain their eligibility for the pre 1996 Agreement Preserved Rates as contained in Schedule B, casual teachers will be required to work on a minimum of 50 days per school year.
- (b) Casual teachers not eligible for the pre August 1996 preserved structure will be paid according to the rates in Schedule B. The relevant provisions of Package 4, paragraph 1 of the 1996 EBA will continue to apply.
- (c) Periods of employment on a temporary contract basis or as a part time teacher will be counted towards this 50 day minimum. This new arrangement will commence from 1 January 2001.

### **33. TEACHING LOADS**

- 33.1 The parties agree to discuss during the life of this Agreement issues associated with teaching loads. These issues include the inter relationship between hours of face to face teaching, class sizes, line allowances and the averaging of teaching hours.
- 33.2 Underpinning these discussions is the agreement that, unless the parties otherwise agree there will be no increase to the existing hours of face to face teaching in each sector.
- 33.3 The parties also agree to discuss a range of professional issues associated with resource allocation to and distribution in schools.

### **34. ALLOWANCES**

- 34.1 Teacher in Charge Allowance (Preschools)

The Teacher in Charge Allowance, as specified in Schedule B, will be increased by a total of 11.6% in equal instalments on 1 July of each year of this Agreement. 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.

**34.2 Special School/Classes Allowance**

Any teacher working in a designated Special School or who teaches identified special classes in any school or unit will receive an annual allowance as specified in Schedule B. This allowance will be increased by a total of 11.6% in equal instalments on 1 July of each year of this Agreement. Further, the parties agree to develop new policy guidelines which will specifically address future eligibility for the allowance based on qualifications and educational settings.

**34.3 Higher Duties Allowance**

(a) All teachers, other than Deputy Principals will receive payment of Higher Duties Allowance after the completion of a total of ten days of higher duty work. Deputy Principals will receive the payment after five days. The first 10 days and 5 days respectively do not count for payment purposes

(b) 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.

**34.4 Camping Allowance, Motor Vehicle Allowance and 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.**

**34.5 Isolated Establishment Allowance**

(a) An employee who is employed at an Isolated Establishment listed in this Clause is entitled to receive a Travelling Entitlement, the amount as specified below. This will replace any existing entitlement for Isolated Establishment Allowance for staff under the relevant award, PSMA and Standards.

<b>Isolated Establishment</b>	<b>Full Rate (\$ per day)</b>	<b>Partial Rate (\$ per day)</b>
Birrigai Outdoor School	12.40	6.20
Jervis Bay Primary School	4.92	2.46
Uriarra Primary School	11.46	5.73

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

(c) 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 DECS expense and:

- travel to an Isolated Establishment to attend for a period of normal duty, or
- have been directed to return to duty, with or without prior notice, to perform extra duty.

(d) An employee who meets the requirements above but travels at DECS expense on the journey either to or from the Establishment, is entitled to be paid only at the Partial Rate.

(e) An officer who lives in a dwelling provided by DECS at the 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.

(f) 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.

(g) The designated Isolated Establishments and the relevant rates of pay will be reviewed at the end of this Agreement.

34.6 If a Principal/Manager approves a full time teacher's request to travel in their own vehicle between two or more workplaces in one day, then payment of the relevant Public Sector Motor Vehicle Allowance will be made. The cost of this payment will be shared equally between the two or more workplaces.

34.7 Part time teachers who travel in their own vehicle between two or more workplaces in one day will have 0.05 added to their agreed fraction of a full time load in lieu of payment of Motor Vehicle Allowance.

## **35. WORKERS' COMPENSATION**

35.1 During the duration of this Agreement, the ACT Government may decide to review the current arrangements for workers' compensation for public sector employees that may require new ACT specific legislation.

35.2 The Union will be consulted as part of any such review and be provided with reasonable time for consultation with its members.

## **36. MOBILITY**

36.1 The parties agree that there are benefits to individuals, to schools and to the government school system in encouraging staff mobility.

36.2 The current mobility arrangements relating to Level 1 Officers appointed since the beginning of 1999; Level 1 and 2 placements in Special Schools and other agreed settings; and Level 2 and 3 placements in the Central Office will continue, unless otherwise agreed by the parties.

36.3 As of the date of certification of this Agreement, it is agreed that all teachers who are promoted or transferred into Level 2 Executive Teacher and Level 3 Deputy Principal positions will spend a maximum period of six years in the one school. Teachers to whom these arrangements apply will actively seek transfer to alternative schools in their fifth year at the one school, if not earlier. During their fifth or subsequent year at the one school, applicants for transfer will be considered in isolation. The period of

appointment to any school may be extended by the Chief Executive or delegate in special circumstances.

- 36.4 During the life of the Agreement, the parties will discuss further mobility arrangements, which may be implemented as and when agreed by the parties.

### **37. DEFERRED SALARY SCHEME**

During the life of this Agreement the parties will review the operation of the scheme and if agreed will modify it to more appropriately reflect the needs of the system and the participants.

### **38. STUDENT TEACHER SUPERVISION**

- 38.1 Teachers who undertake supervision of student teachers will receive priority access to staff development funded by the pool of monies each school receives from the University of Canberra.
- 38.2 Teachers who supervise students will have their staff development funds transferred with them when they move to a new school.
- 38.3 Student teachers in their final practice teaching block, who UCAN confirms as suitable, will work with minimal direct supervision, which will provide additional time for teachers to access the staff development.

### **39. DISCIPLINARY PROCEDURES**

During the life of this Agreement the disciplinary procedures will be jointly reviewed by the parties. Any amendment to those procedures will be made with the agreement of the parties.

### **40. BIRRIGAI OUTDOOR SCHOOL**

The parties agree to negotiate the terms and conditions applying to teachers employed at Birrigai Outdoor School by the beginning of Term 1 2001. In the event that agreement is not reached, the dispute settling procedures may be invoked by either party.

### **41. BOARD OF SENIOR SECONDARY STUDIES**

The parties agree to examine the arrangements for engagement of Departmental employees in providing services to the Board of Senior Secondary Studies.

## SCHEDULE A

### List of relevant Awards:

- A0449:** Australian Government Statutory Authorities Redeployment and Retirement (Redundancy) Award 1988
- A0400** ACT Government School Teachers' Award 1999
- A0517:** Australian Government Employment Isolated Establishment Allowance Award 1989
- A0337:** Australian Government Employment (Recreation Leave/Additional Payment) Award 1986

**SCHEDULE B**

**Teacher Level 1 SALARIES AND ALLOWANCES**

Scale	Current	1/7/00	1/7/01	1/7/02	1/7/03	Scale
1 (3 yr trained)	32415	33500	34600	35800	37000	1.1 (3 yr trained)
2 (4 yr trained)	33849	36000	37500	38600	40000	1.2 (4 yr trained)
3 (5 yr trained)	35461	36400	38400	39200	40000	
4	37283	38000	39500	40700	42000	1.3 (5 yr trained)
5	38966	39700	40800	41500	42000	
6	40229	41000	42000	43200	44000	1.4
7	41559	42400	43500	44500	46000	1.5
8	43170	44000	44800	45400	46000	
9	44716	45600	46400	47200	48000	1.6
10	46113	47100	48000	49200	50000	1.7
11	47679	48700	49700	50800	52000	1.8
12	49186	50500	52000	53500	55200	1.9
Master Teacher	50821	52800	54000	54600	55200	

**Teacher Level 2**

1	54390	56100	58500	60800	62500
Ex- Band 3	55626	58200	60000	61400	62500

**Teacher Level 3 – Deputy Principal**

1	58153	59700	61600	63300	65000
2	60667	62100	64000	66000	68000

**Level 5**

1	80931	83300	85600	88000	90300
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**Allowance**

Special School/Class	1447	1489	1532	1573	1615
Teacher in Charge	1124	1156	1189	1221	1253

**Casual Teachers – Daily Rates**

**3 yr trained**

	<b>Current</b>	<b>1/1/01</b>	<b>1/1/02</b>	<b>1/1/03</b>
First 400 days	144	151	157	163
more than 400 days	156	162	168	175

**4 yr trained**

First 400 days	144	151	157	163
more than 400 days	167	174	181	188

**Pre 1996 Agreement Preserved Rates**

<b>Years of Service</b>	<b>Current</b>	<b>1/1/01</b>	<b>1/1/02</b>	<b>1/1/03</b>
2	150.92	155.92	160.92	165.92
3	159.09	164.09	169.09	174.09
4	167.14	172.14	177.14	182.14
5	175.25	180.25	185.25	190.25
6	177.15	182.15	187.15	192.15
<b>Cat A Barrier</b>				
7	183.33	188.33	193.33	198.33
8	191.43	196.43	201.43	206.43
9 or more	199.54	204.54	209.54	214.54

**Note:** Provisions for the replacement of the pre 1996 Agreement Preserved Rates with the 3 year trained and 4 year trained rates continue to apply.

**Teacher Intern – Daily Rates**

	<b>Current</b>	<b>1/7/00</b>
Approved Students	120	125

## SCHEDULE C

### REDEPLOYMENT, REDUNDANCY AND RETIREMENT:

#### 1. Application

- 1.1 The Department recognises the need to make the most effective use of the skills, abilities and qualifications of its staff in a rapidly changing educational environment. When planning staffing restructuring to address skill shortages or oversupply the Department will seek to redeploy permanent staff within the Department or the ACTPS in order to avoid an excess staff situation. Should redeployment not be possible, voluntary redundancy, reduction in classification and involuntary redundancy will be considered in that order. However, reduction in classification and involuntary redundancy will only occur with the agreement of the Union. Throughout these procedures, the Department will, where practicable, take into consideration the personal and career aspirations and family responsibilities of affected staff.

#### 2. Definitions and Interpretations

- 2.1 An officer is an excess officer if:
- (a) the officer is included in a class of officers employed in the Department, which class comprises a greater number of officers than is necessary for the efficient and economical working of the Department;
  - (b) the services of the officer 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; or
  - (c) where the duties usually performed by the officer are to be performed at a different locality, the officer is not willing to perform duties at the locality, and the Chief Executive has determined that the excess officer provisions of the PSMA apply to that officer.
- 2.2 Unless otherwise stated, for the purposes of this Clause, parties means the Department, the Union and the individual officer involved in the excess situation.

#### 3. Consultation

- 3.1 Where it appears to the Chief Executive that an officer is likely to be 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 officers in the part of the Department affected;
  - (b) the reasons an officer is or officers are likely to be excess to requirements;

- (c) the method of identifying officers as excess, having regard to the efficient and economical working of the Department and the relative efficiency of officers;
  - (d) the number, classification, location and details of the officers likely to be excess;
  - (e) the number and classification of officers 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 officers becoming excess;
  - (g) redeployment prospects for the officers concerned; and
  - (h) the appropriateness of using voluntary retrenchment.
- 3.2 The discussions under subsection 3.1 will take place over such time as is reasonable, taking into account the complexity of the restructuring and need for potential excess staff situations to be resolved quickly.
- 3.3 The Chief Executive will not invite an officer to volunteer for retrenchment or declare an officer excess until the Union has had one month to consider the information provided in accordance with sub-clause 3.1, or has responded to that information, whichever is sooner.

#### 4. Information Provided for Officer

- 4.1 The Department will, at the first available opportunity, inform all staff likely to be affected by an excess staffing situation of the terms and operation of this Clause.
- 4.2 To allow an excess officer to make an informed decision on whether to submit an election to be voluntarily retrenched, the officer must have access to advice on:
- (a) the sums of money the officer 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 officer concerning superannuation;
  - (d) the taxation rules applicable to the various payments; and
  - (e) the career transition/development opportunities within the Department.

#### 5. Redeployment

- 5.1 Redeployment of excess officers will be in accordance with their experience, ability and, as far as possible, their career aspirations and wishes.
- 5.2 For the purposes of redeployment, a potentially excess officer will be accorded the same preference as an excess officer if this is considered likely to achieve a satisfactory placement.

- 5.3 The Department will designate a Career Transition Officer and provide necessary administrative tools to ensure staff affected by this clause have support and assistance in developing new skills and identifying and applying for positions.
- 5.4 Excess officers have absolute preference for transfer to positions at their substantive classification and must be considered in isolation from other applicants for any vacancy. An excess officer need only be found suitable, or suitable within a reasonable time, (generally three to six months) to be transferred to the position. The process for determining suitability will be agreed between the Department and the Union.
- 5.5 The Department will make every effort to facilitate the placement of an excess officer, both within the Department and to other ACTPS agencies.
- 5.6 The Department will arrange reasonable training which would assist the excess officer's prospects for redeployment.
- 5.7 The Department will provide assistance and career counselling and assist as necessary with the preparation of job applications.

6. Voluntary Retirement

- 6.1 At the completion of discussions with the Union and staff in accordance with Clauses 3 and 4 of this Schedule, the Chief Executive may invite officers to elect to be voluntarily retired under this Clause.
- 6.2 Where the Chief Executive invites an officer to elect to be retired, the officer will have one month in which to advise the Chief Executive of his or her election, and the Chief Executive will not give notice of retirement before the end of the one month period.
- 6.3 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 \$300. This money will be reimbursed to the employee on provision of a receipt.
- 6.4 Where the Chief Executive approves an election to be retired and gives notice of retirement, the period of notice shall be one month; or five weeks if the officer is over 45 years old and has completed at least two years of continuous service.
- 6.5 Where the Chief Executive directs or the officer requests, the officer will be retired at any time within the period of notice, and shall be paid in lieu for the unexpired portion of the notice period.
- 6.6 An officer retiring under this Clause is entitled to be paid a severance payment equal to two weeks salary for each completed year of continuous service, plus a pro rata payment for completed months of continuous service since the last completed year of continuous service, with a minimum payment of four weeks salary and a maximum of 48 weeks salary.

- 6.7 For the purpose of calculating any payment in lieu of notice or severance payment, the salary an officer would have received had he or she been on recreation leave will be used. For this purpose, salary may include:
- (a) Higher Duties Allowance - if the officer has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date of retirement;
  - (b) an average weekly amount for other allowances where the officer has received the payment during 50% or more of pay periods in the 12 months immediately preceding the date of retirement.
- 6.8 Where a redundancy situation affects a number of officers engaged in the same work at the same level and in the same location, elections to be retired may be invited.
- 6.9 Nothing in this Agreement will prevent the Chief Executive, inviting officers who are not in a redundancy situation to express interest in voluntary retirement, where such retirements would permit the redeployment of potentially excess officers who do not wish to accept voluntary retirement.

## 7. Retention Periods

- 7.1 The retention period applying to an officer is the period during which redeployment as an excess officer will be pursued, and during which the officer, if eligible, will receive income maintenance in accordance with Clause 10 of this Schedule. After the retention period, or in certain circumstances during it, the Department may seek to involuntarily retire the officer with the agreement of the Union.
- 7.2 The following retention periods apply :
- (a) in the case of an officer who has 20 or more years of service or who is over 45 years of age - 13 months; or
  - (b) in the case of other officers - 7 months.
- 7.3 The retention periods specified in 7.2 commence on the day an officer is advised in writing by the Chief Executive that he or she is an excess officer.

## 8. Reduction in Classification

- 8.1 An excess officer may be reduced in classification with the agreement of the Union.
- 8.2 Where the Union and the Chief Executive agree to reduce an excess officer's classification, the officer shall be given no less than four weeks notice of the action proposed: or five weeks if the officer is over 45 years old or has completed at least 20 years of continuous service.
- 8.3 The notice period will as far as practicable be concurrent with the retention period applicable to the officer.
- 8.4 An excess officer will not be reduced in classification if he or she has not been invited to retire voluntarily with benefits in accordance with Clause 6 of this Schedule, or has made such an election and the Chief Executive refuses to approve it.

- 8.5 Where the Chief Executive believes that there is insufficient productive work available for an excess officer during the retention period, the Chief Executive may, with the agreement of the union, reduce the officer in classification before the end of the retention period.
- 8.6 If the reduction in classification occurs before the end of a retention period, the officer will be eligible to receive income maintenance payments as outlined in this Clause for the balance of the retention period applying to that officer.

9. Involuntary Retirement

- 9.1 An excess officer may be involuntarily retired with the agreement of the Union.
- 9.2 The Chief Executive will not involuntarily retire any officers engaged in that work without taking into account the preferences of other officers engaged in that work at that level in that location.
- 9.3 Where the Union and the Chief Executive agree to involuntarily retire an excess officer, the officer will be given no less than four weeks notice of the action proposed: or five weeks if the officer is over 45 years old or has completed at least 20 years of continuous service.
- 9.4 The notice period will as far as practicable be concurrent with the retention period applicable to the officer.
- 9.5 An excess officer will not be involuntarily retired if he or she has not been invited to retire voluntarily with benefits in accordance with clause 6 of this Schedule, or has made such an election and the Chief Executive refuses to approve it.
- 9.6 Where the Chief Executive believes that there is insufficient productive work available for an excess officer during the retention period, the Chief Executive may, with the agreement of the union, retire the employee before the end of the retention period.
- 9.7 An excess officer who is involuntarily retired before the end of the retention period will be eligible to receive payment in lieu of income maintenance calculated for the balance of the retention period applying to that officer.

10. Income Maintenance Payments

- 10.1 Income maintenance payments are the amounts payable to maintain the level of salary being received at the date an excess officer is reduced in classification or retired.
- 10.2 For the purpose of calculating income maintenance payments, salary may include:
- (a) Higher Duties Allowance - if the officer has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date the officer was declared excess;
  - (b) an average weekly amount for other allowances where the officer has received the payment during 50% or more of pay periods in the 12 months immediately preceding the date the officer was declared excess.

11. Leave and Expenses to Seek Employment

From the date the Chief Executive accepts an officer's election to be retired, the officer is entitled to reasonable leave with full pay to attend necessary employment interviews, and to reimbursement of reasonable "out of pocket" travel and incidental expenses incurred in attending such interviews.

12. Use of Sick Leave

- 12.1 The retention or notice periods under Clause 7 of this Schedule will be extended by any periods of certificated sick leave taken during such retention or notice periods.
- 12.2 An officer who is receiving income maintenance will have those payments continued during certified personal leave periods of up to a total of six months.

13. Appeals

- 13.1 Without affecting his or her rights under the WRA, an excess officer has the right of appeal against any decision taken in relation to his or her eligibility for benefits under Clauses 6 or 7 of this Schedule, the amount of such benefits, or the amount payable by way of income maintenance under Clause 10.
- 13.2 An appeal made under 13.1 will be referred to the appeal panel as provided for in Schedule D.
- 13.3 An excess officer may appeal to the Appeal Panel against the giving, in accordance with Clauses 8 and 9 of this Schedule, of an involuntary notice of retirement or notice of reduction in classification.

14. Promotion Appeal Rights of Certain Officers

- 14.1 This section applies to an officer who has been advised in writing by the Chief Executive that they are an excess officer within the meaning of sub section 139 (2) of the PSMA.
- 14.2 An officer who has been declared excess by the Chief Executive has a right to appeal against the promotion under Section 83 of another person to a vacant office at or below the classification of the excess officer. This provision does not apply to a non appellable promotion.

15. Agreement Not To Prevent Other Action

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.

16. Date of Retirement

Where an excess officer is retired and has been given a payment in lieu of notice, the officer's date of retirement, for the purposes of this Clause is the date the officer would have been retired but for being given pay in lieu of notice.

17. Re-engagement of Previously Retrenched Employees

Subject to the following provisions, teachers in identified areas of need who accept voluntary redundancy may, after their employment ceases as a result of voluntary redundancy, apply for casual classroom teaching registration without the current requirement of a two year break in service.

## SCHEDULE D

### Appeal Mechanism:

#### 1. Initiating an Appeal

- 1.1 If an officer is not satisfied with the outcome of a decision in regard to the issues contained in Clause 13.1 of Schedule C of this Agreement or in relation to a grievance, discipline or inefficiency matter as defined in the Public Sector Management Act, the officer may apply to have the decision reviewed by the Appeal Panel.
- 1.2 The application must:
- (a) be in writing;
  - (b) describe the action and the reasons why the application is being made;
  - (c) be addressed to the Convenor of the Appeal Panel; and
  - (d) be received by the Convenor of the Appeal Panel within 14 days of the notification being made.
- 1.3 On receiving the application, the Convenor of the Appeal Panel will set up the Appeal Panel. The Appeal Panel will comprise an employer representative, a Union representative, and an independent person, where:
- (a) the independent person is chosen from a list agreed between the Department and the Union; and
  - (b) the independent person is chosen from the list on a rotational basis, unless there is an identified conflict of interest, in which case the next person on the list would be chosen.
- 1.4 With the agreement of the parties, the independent panel member may also be selected from outside the list. This Agreement will be recorded with the exchange of correspondence.

#### 2. The Functions of the Panel

- 2.1 The Appeal Panel will have the authority to investigate:
- (a) Disciplinary Appeals: appeals against more serious disciplinary actions taken against employees but excluding dismissals;
  - (b) Inefficiency Appeals: appeals against inefficiency actions taken against employees;
  - (c) Grievance Appeals: appeals where the individual remains dissatisfied after a reconsideration by the Chief Executive or where the Chief Executive refers the matter directly; and
  - (d) Appeals against Clause 13.1 of Schedule C: appeals against decisions made in relation to those issues contained in Clause 13.1 of Schedule C of this Agreement.

3. Power of the Panel

- 3.1 The Appeal Panel is empowered to make recommendations in each of the above circumstances.
- 3.2 The recommendation made by the Panel will be provided to the Commissioner for Public Administration.
- 3.3 The Commissioner will make a decision based on the recommendation by the Appeal Panel within 14 days of receiving that recommendation.
- 3.4 The only further review of the Commissioner's decision would then be to the AIRC or Federal Court as appropriate.

4. Role of the Panel

- 4.1 The panel is to hear matters in a fair and equitable way, giving the opportunity for all circumstances and issues to be heard. The appellant may choose to be accompanied by a friend or colleague (this does not include legal representation, but does include a Union representative).
- 4.2 The Appeal Panel will have the discretion not to investigate the action, or, if it has commenced investigating the action, 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 action and it would be more appropriate for it to deal with the action;
  - (c) the matter is more appropriately dealt with by another authority. Note all relevant information must also be referred to the other body and the aggrieved officer notified in writing; or
  - (d) an investigation or further investigation of the action is not warranted.
- 4.3 In the event that the Panel determines that the application is frivolous, vexatious or not made in good faith, the Panel may recommend to the Commissioner that the costs associated with the independent Chair's fees be met by the applicant.
- 4.4 Proceedings of the Panel are required to be conducted with as little formality and technicality, and as quickly, as a proper consideration of the matter before the Panel permits.
- 4.5 If the Panel makes a report/recommendation:
  - (a) its reasons for any opinions and any recommendations should be given; and
  - (b) it may request the Commissioner to detail any action proposed on the report.
- 4.6 The Chief Executive is required to report on recommendations of the Panel and actions resulting from the recommendations in the Department's Annual Report.