

Workplace Relations Act 1996

Certified Agreement

**ACT Department of Education and Community Services
Principals
Certified Agreement**

2002-2003

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PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

1 TITLE

This Agreement, made under Section 170 LJ of the *Workplace Relations Act 1996* shall be known as the *ACT Department of Education & Community Services, Principals, Certified Agreement 2002 – 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 In accordance with Section 170 M of the *Workplace Relations Act 1996* the persons bound by this Agreement are:
- the Chief Executive of the Department of Education & Community Services (on behalf of the Australian Capital Territory)
 - principals (as defined)
 - the Australian Education Union (ACT Branch).

3 APPLICATION

This Agreement applies to officers occupying positions of principal (Teacher Level 3 – Teacher Level 4) in the Department's schools, Central Office and other areas as determined by the Chief Executive.

4 DURATION

This Agreement is to operate until 10 August 2003.

5 PREVIOUS AGREEMENTS REPLACED

This Agreement replaces and supersedes in its entirety all the terms and provisions of the *ACT Department of Education & Community Services, Principals, Certified Agreement 1999-2001* (C No. 90473 of 1999) insofar as it applies to principals covered by this agreement:

6 CLOSED AGREEMENT

- 6.1 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.

- 6.2 The parties undertake to re-open negotiations no later than six months prior to the expiration of this Agreement.
- 6.3 The parties agree that as soon as possible after the expiry date of both this agreement and the *ACT Department of Education and Community Services (Teaching Service) Certified Agreement 2000-2003*, a Single Replacement Agreement will be registered.

7 PRINCIPLES AND OBJECTIVES OF THE AGREEMENT

- 7.1 The shared principles and objectives of the parties are to:
- (a) co-operate in the implementation of the Agreement;
 - (b) identify and implement changes contemplated by this Agreement through processes of consultation and negotiation; and
 - (c) facilitate the implementation of educational plans designed to improve learning outcomes for students in ACT government schools, particularly those at educational disadvantage.
- 7.2 Specific matters agreed between the parties include:
- (a) provision for certain conditions of employment;
 - (b) the development of processes that facilitate the creation of a Principal Class, which includes both principals and deputy principals;
 - (c) the creation of a professional development fund for principals;
 - (d) commitment to principals' leadership role in implementing the Professional Pathways program.

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 ON CHANGE

- 9.1 The parties are committed to effective consultation and employee participation in workplace and professional issues. Reasonable time will be provided to principals and the union to consult with the department and for the union to consult with members on workplace 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, e-mail, telephone, facsimile, photocopying, and storage space. Union representatives will only use these facilities for Union business other than industrial action. The use of these facilities will be subject to the relevant departmental policy, procedures and guidelines.
- 9.3 Where there is any proposal to privatise/corporatise or contract out a service that is performed or supervised by a principal, there should 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 *Workplace Relations Act 1996* (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 above mentioned ACT legislation and regulations, 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 above mentioned 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 of the *Public Sector Management Act 1994*.

AIRC means the Australian Industrial Relations Commission.

Chief Executive means a person appointed under section 28 or 30 of the *Public Sector Management Act 1994* to perform the duties of Chief Executive of the ACT Department of Education and Community Services.

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

Principals means officers occupying positions designated and classified as such.

Public Sector Management Act means the *Public Sector Management Act 1994*.

Public Sector Management Standards means the management standards made under section 251 of the *Public Sector Management Act 1994*.

Relevant award means an award of the Australian Industrial Relations Commission.

Senior Officer means an officer occupying an Executive position.

Single Replacement Agreement means the single certified agreement that covers all teacher classifications within the department that will replace both this agreement and the Teaching Service Agreement.

Substantive Occupant means the employee who substantively holds an office of principal within the meaning of the *Public Sector Management Act 1994*.

Teaching Service Agreement means the *ACT Department of Education and Community Services (Teaching Service) Certified Agreement 2000-2003*.

The Department means the Department of Education and Community Services.

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 cooperation.
- 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 principal involved in the dispute process may seek advice and/or include the involvement of the union, 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 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.

15 SALARIES

15.1 Salary increases arising from this Agreement are attached at Schedule A and will be paid according to the following:

- (a) 6% on 01/01/02
- (b) 3% on 01/07/02
- (c) 2% on 01/01/03

All pay increases contained in this agreement will commence from the first full pay period on or after the dates prescribed above.

15.2 (a) The parties agree that the Single Replacement Agreement will include a further 3% salary increase for all principals effective from 11 August 2003. The increase will be paid on certification of the Single Replacement Agreement and will not be used to discount the salary outcome for principals in that replacement agreement.

(b) The parties also agree that the Single Replacement Agreement will include a further salary increase for Principals 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.

15.3 (a) Those principals who received the minimum 4% salary increase under the provisions of clause 18.5 of the previous agreement and who continue to receive a higher individual salary than that which applies to their actual school category, will maintain their individual salaries under this agreement.

(b) The parties agree that individual salaries will be phased out over the life of the Single Replacement Agreement.

16 TOTAL SCHOOL BUDGET CLASSIFICATION AND REMUNERATION STRUCTURE

16.1 The total school budget classification and remuneration structure is based on staffing allocations, and school grants payable in 1999. A description of the model as agreed between the parties can be found at Schedule C.

16.2 Principal positions are classified as Teacher Level 3 or Teacher Level 4 within the teacher classification structure according to school category. Appointments to Category 1, 2 and 3 schools will be classified as

Teacher Level 3 for the purposes of promotion and transfer. Positions at Category 4, 5, 6, 7, 8 and 9 are classified as Teacher Level 4.

- 16.3 (a) The parties agree that a School Category Advancement (Advancement) will be paid to principals occupying eligible positions. The Advancement will be paid as salary for all purposes.
- (b) The School Category Advancement represents the difference between the actual school category, as defined by the Total School Budget model, and the following higher category. For Category 9 schools, one unit of Advancement will equate to the salary difference between Category 8 and 9 schools.
- (c) The following schools are eligible for an Advancement for the reasons as follows:
- (i) Secondary Colleges:
one unit of Advancement in recognition of discrete and particular responsibilities and accountabilities of college principals in ACT government schools in relation to the assessment and certification of students in Years 11 and 12.
 - (ii) Schools for students from Kindergarten to Year 10:
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.
 - (iii) Erindale College:
two further units of Advancement in recognition of the responsibility of the Principal to perform the role of General Manager of the Erindale Complex.
- (d) 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.
- 16.4 The parties have agreed that the remuneration step of individual school principal positions will be reviewed every five years. The first such review will occur in 2004, unless the circumstances of clauses 16.5 or 16.6 apply, or the parties agree otherwise.
- 16.5 Principal positions which become nominally vacant during the life of this agreement will be reviewed using the total school budget model agreed in Schedule C, and the remuneration steps prescribed in Schedule B
- 16.6 If during the life of this agreement, the total school budget of an individual school increases or decreases by 20% or more from the budget at which the classification level and remuneration steps were struck, the level of the

principal position will be reviewed.

- 16.7 Should a review undertaken under clause 16.6 change the classification level of the position, or remuneration category by two steps or more, the position will be declared vacant and advertised accordingly. An exception to this action will be where the review results in a reduction of two steps or more and the existing principal chooses to remain in the position at the lower salary. The existing principal may do so in accordance with the mobility provisions outlined in clause 17 of this agreement.
- 16.8 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 during the fourth year of the school's operation.
- 16.9 Principals currently nominally classified as Teacher Level 4 will retain this classification while ever he/she holds a position of principal.

17 MOBILITY/PERIOD OF APPOINTMENT

- 17.1 The parties agree that there are benefits to individuals, to schools and to the government school system in encouraging staff mobility. It is agreed that all new appointments, promotions or transfers to school principal positions will be for a maximum period of 6 school years.
- 17.2 It is agreed that principals will actively apply for transfers to alternative schools in their sixth year at the one school if not earlier.
- 17.3 Principals actively seeking transfer during their sixth year at a school, will be considered in isolation for any vacancy at level for which they apply.
- 17.4 The period of appointment of a principal may be extended by the Chief Executive under special circumstances and if agreed to by the Principal.
- 17.5 The parties agree to review the processes by which recommendations are made to the Chief Executive regarding transfers and promotions to principal positions under the relevant sections of the *Public Sector Management Act 1994*, by the end of Term 2 2002.

18 PRINCIPAL CLASS

- 18.1 The parties agree in principle to the creation of a single Principal Class incorporating both principals and deputy principal positions.

- 18.2 During the life of this agreement the parties will develop the details of the new structure, including the translation of the current Teacher Level 3 and Teacher Level 4 classifications, with the view to its implementation and incorporation in the Single Replacement Agreement.

19 OFFICE, EDUCATION CENTRE AND PROGRAM POSITIONS

- 19.1 Positions designated as Manager and which are currently classified as Teacher Level 4, will be paid at the level of a Category 8 principal. However:
- (a) where the substantive principal of a Category 9 school fills such a position he/she will receive salary maintenance for the duration of the appointment; and
 - (b) the Chief Executive may create positions at any remuneration step in the principal structure, including Category 9 Managers (Teacher Level 4 Principal), where appropriate.
- 19.2 Employees selected for Manager (Teacher Level 4) positions, will not be promoted into such positions. For the purposes of staff movement, office based principal positions will be filled by long-term temporary transfer of officers at level or on higher duties only.
- 19.3 The period of appointment of Manager (Teacher Level 4 Principal) positions will be for a period of 3 years. This tenure may be extended by the Chief Executive, with the agreement of the Principal, by a further maximum period of 2 years.
- 19.4 The Birrigai Outdoor Education Centre will be designated as a Category 3 school, unless otherwise agreed by the parties. The specific conditions of employment that applied to this position as at the date of certification of this Agreement will continue to apply unless otherwise agreed by the parties.
- 19.5 The Instrumental Music Program Principal position will be designated at Category 2, unless otherwise agreed by the parties.

PART 4 – EMPLOYMENT CONDITIONS

20 HOURS OF ATTENDANCE

For the purpose of calculating all leave entitlements and hourly rates of pay, principals have notional hours of attendance of 36.45 hours per week. It is agreed and acknowledged by the parties to this Agreement that the remuneration package paid is for the total performance of an officer's role as a

professional and not hours spent at work.

21 ALLOWANCES

- 21.1 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.
- 21.2 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.

LEAVE

22.1 Annual Leave

Principals shall be entitled to 4 weeks annual leave which will be taken either immediately following the last day of Term 4 in each calendar year, or in another stand-down period with the approval of the Chief Executive or his/her delegate.

22.2 Personal Leave

- (a) Principals will be credited with eighteen days per annum on full pay on each leave anniversary. Part time principals 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.
- (b) 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 Director School Operations will review the circumstances in consultation with the principal and consider other options (including short term home based work; part time work; temporary transfer).
- (c) Eighteen days shall be considered as a cumulative credit.
- (d) If a medical certificate, or other appropriate declaration, is not produced when a principal applies for leave for personal illness or the illness of a member of the immediate family or household, the Director School Operations 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.
- (e) The Director School Operations may, with reasonable cause,

request medical certification for any absence at the time of notification of the absence.

- (f) The Director School Operations 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.

22.3 **Long Service Leave**

- (a) 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".
- (b) The above provisions do not alter the existing termination payments.

22.4 **Bereavement Leave**

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

22.5 **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.

22.6 **Compulsory Christmas Shutdown (Office Based Principals)**

For the purposes of a Christmas shutdown period, unless prior agreement has been made with their supervisor, an office based Principal 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.

23 **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 months 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.

24 SALARY PACKAGING

- 24.1 Voluntary access to flexible remuneration packaging will be made available to principals on a salary sacrifice basis in accordance with policies and guidelines issued by the Commissioner for Public Administration from time to time.
- 24.2 Any fringe benefits tax and administrative costs incurred as a result of remuneration packaging under these provisions will be met by the principal.
- 24.3 The principal's salary for superannuation purposes and severance and termination payments will be the gross salary which the principal would receive if not taking part in flexible remuneration packaging.
- 24.4 Changes to flexible remuneration packaging arrangements, including taxation changes, shall not be a cause for further claims against the employer.

25 REDEPLOYMENT, RETIREMENT AND REDUNDANCY

The provisions for redeployment, redundancy and retirement are as prescribed in Schedule D.

26. FAMILY FRIENDLY WORK-PRACTICES

- (a) The parties acknowledge the value of "Family Friendly" practices within the workplace.
- (b) The parties agree to negotiate appropriate arrangements that will increase the flexibility of Principals to arrange their family responsibilities around the pressures of their working life.
- (c) Any agreement reached by the parties will be incorporated into the Single

Replacement Agreement.

27. PART TIME PRINCIPALS

- 27.1 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.
- 27.2 The term “part time principal” refers to a permanent principal who is temporarily working as a part time principal.
- 27.3 Part time principals may work up to 0.9 in increments of 0.05.
- 27.4 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 principal's and/or school's needs.
- 27.5 Part time principals 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 27.4; or
 - (c) as otherwise agreed by the parties.
- 27.6 As a means of promoting family friendly policies in the workplace, the parties fully support the utilisation of regular part time employment.
- 27.7 Any disputes about the operation of this Clause will be dealt with in accordance with Clause 14 – Dispute Avoidance/Settlement Procedure of this Agreement.

28. WORKERS' COMPENSATION

- 28.1 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.
- 28.2 The Union will be consulted as part of any such review and be provided with reasonable time for consultation with its members.

29. 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.

PART 5 –ENHANCING PROFESSIONAL LEADERSHIP

30. PROFESSIONAL DEVELOPMENT

- 30.1 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
- 30.2 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 development activities. Specifically:
- Principals will participate in professional development activities on four days during stand-down and an additional one day in their own time, in each school year.
 - Principals will attend their school or other site and perform duties associated with school planning or management, special projects and/or professional development 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: attendance at educational conferences or meetings; annual conferences of principals' associations; strategic planning for the school or cluster; planning and organisation of professional development for other school staff.
- 30.3 This agreement acknowledges the importance of ongoing professional development for principals. Specifically:
- The parties agree that 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.
 - The parties will develop agreed priorities for the use of the fund.
 - The parties agree that principals will be consulted in the development of priorities.

31. LEADERS OF EDUCATIONAL CHANGE

- 31.1 The parties recognise that ACT government school principals exercise a high degree of responsibility and accountability for educational outcomes

for students of ACT government schools.

- 31.2 The parties agree that principals will play a vital and key leadership role in the implementation of the three key plans for ACT government schools over the period of this agreement:
- *The ACT Government Schools Plan 2002-2004*
 - *Services to Indigenous People Plan 2001-2004*
 - *Students Support Action Plan 2002-2004*
- 31.3 Principals will lead their staff and school communities in meeting the commitments of the three plans and in working toward the successful implementation of their outcomes and action plans.
- 31.4 Principals also agree that they will work to ensure that the educational programs within the schools are flexible; offer choices to students; are centred on their learning needs; and are relevant to students and their community. Principals will take a leadership role in exploring and pursuing local change initiatives to enhance outcomes for students.

32. PERFORMANCE APPRAISAL

- 32.1 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.
- 32.2 The performance appraisal scheme agreed between the parties is as contained in Schedule E of this agreement. The parties recognise the value of the professional appraisal of 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.
- 32.3 The parties support its implementation and, with a view to enhancing the process, commit to evaluating the current program by the end of 2002.
- 32.4 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. Principals accept responsibility for supporting and valuing the enhancement of professional practice of teachers through positive leadership within the "Professional Pathways Program"

33 INEFFICIENCY PROCEDURES

- 33.1 The parties agree to the following streamlined procedures to deal with under-performance of principals in ACT government schools.
- 33.2 Step 1
Where a principal is not achieving an acceptable standard of work performance, a senior officer (usually the Director School Operations) will counsel the principal about their work performance and discuss possible ways of providing support and assistance to overcome the problems over an appropriate period of time which should not exceed 4 working weeks.
- 33.3 During this period the senior officer will ensure that any mitigating factors such as medical or personal problems which might be affecting the principal's work performance are brought to attention and considered. Senior officers should seek assistance and advice from the Director Human Resources as appropriate.
- 33.4 No formal records will be kept in this first, informal stage except for a statement that it has occurred.
- 33.5 If after 4 working weeks there is no significant improvement in the principal's work performance the senior officer will proceed to Step 2 which is the beginning of a formal process.
- 33.6 Step 2
The senior officer will provide written directions and advice to the principal about required work standards; how the principal is not meeting those standards and will give details of the processes to be followed.
- 33.7 There will be written feedback at the conclusion of each fortnight for 8 working weeks about the principal's work performance. These comments will be discussed and signed off by the principal and by the senior officer. Constructive advice will be provided by the senior officer as part of the process. If a principal declines to sign these papers a copy will still be provided to the principal and the file copy annotated as to the reasons why the papers were not signed. A lack of a signature will not effect the process being undertaken.
- 33.8 If, at the end of this period the senior officer 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 (i) the principal be retired forthwith from the service or (ii) other action be undertaken.
- 33.9 Step 3
On receiving this advice the Executive Director School Education will consider the documentation provided and initiate other inquiries as

he/she considers necessary to form a view about the recommendation. If the Executive Director decides to accept a recommendation that the principal be retired, he/she shall, within 7 days, contact the principal concerned and issue to the principal a notice of "intention to retire the principal from the service" unless the principal can show cause, in writing, why the action should not proceed. The principal will have 7 working days in which to provide a written response if he/she wishes to do so.

33.10 If the Executive Director decides that other action should be taken, he/she will advise the principal in writing and provide the principal with the opportunity to comment on the decision within 7 working days.

33.11 Step 4

After considering the principal's response the Executive Director will determine the matter as soon as practicable and advise the principal of the decision in writing. If no response is received the Executive Director shall proceed to finalise the matter taking into account information that is available.

33.12 Where a principal is aggrieved by the decision of the Executive Director he/she may appeal in accordance with the process detailed in Schedule F of this agreement.

SCHEDULE A

LIST OF RELEVANT AWARDS

- AW768818 Australian Capital Territory Government School Teacher's Award 1999 (Old Award Code A4000)

SCHEDULE B

SALARIES

School	Current	01-Jan-02 6%	01-Jul-02 3%	01-Jan-03 2%	11-Aug-03 3%
Category 9	83730	88754	91417	93245	96042
Canberra					
Telopea Park					
Centre for T&L Technologies					

Category 8	80730	85574	88141	89904	92601
Stromlo	81634	86532	89128	90911	93638
Erindale					
Hawker					
Narrabundah					
Dickson					
Lk Tugg'nong					
Lake Gin'derra					
Gold Creek					
Wanniassa					
Crln Chisholm					
Lanyon					
Belconnen					
Melrose					
Canberra HS					
Lynham					
Campbell					
Central Office					

Category 7	77730	82394	84866	86563	89160
Alfred Deakin					
Melba					
Calwell					
Kaleen					
Kambah					
Ginninderra					
Turner					
Copland					
Charles Conder					
Koomarri					

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Gordon					
Gilmore					

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Category 6	74730	79214	81590	83222	85719
Monash	77720	82383	84854	86551	89148
Forrest	77720	82383	84854	86551	89148
Woden					
Chisholm PS					

Category 5	71730	76034	78315	79881	82277
Malkara					
N Ainslie					
Garran					
Kaleen PS					
Florey					
Fadden					
Village Creek					
Theodore					
Bonython					
Red Hill					
Ainslie					
Farrer					
Calwell PS					
Curtin					
Isabella Plns					
Palmerston					
Macgregor					
Chapman					
Aranda					
Ngunnawal					
Hughes					
Miles Franklin					
Majura					
Arawang					

Category 4	68730	72854	75040	76541	78837
Evatt	69893	74087	76310	77836	80171
Richardson	69893	74087	76310	77836	80171
Torrens	69893	74087	76310	77836	80171
Southern Cross	69893	74087	76310	77836	80171
Cranleigh	69893	74087	76310	77836	80171
Gowrie	69893	74087	76310	77836	80171
Duffy	69893	74087	76310	77836	80171
Weetangera					
Latham					
Lyneham PS					
Wanniassa Hills PS					

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Category 3	65730	69674	71764	73199	75395
Campbell PS	69893	74087	76310	77836	80171
Weston	66061	70025	72126	73569	75776
Mt Rogers					
Holt					
Flynn					
Mawson					
Higgins					
Giralang					
Mt Neighbour					
Urambi					
Macquarie					
Taylor					
Hawker PS					
Fraser					
Birrigai					

Category 2	62730	66494	68489	69859	71955
Charnwood	66061	70025	72126	73569	75776
Jervis Bay	66061	70025	72126	73569	75776
Yarralumla					
Maribyrnong					
Cook					
Narrabundah PS					
Hall					
Rivett					
Instumental Music					

Category 1	59730	63314	65213	66517	68513
Melrose PS					
Lyons					
Co-operative					
Tharwa					

Category Advancement	9	3180	3276	3341	3441
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SCHEDULE C

TOTAL SCHOOL BUDGET MODEL

Total School Budget

For each school, the Total School Budget is the sum of the school's salary budget and its annual school based management (SBM) allocation.

A school's salary budget is the monetary value of the school's annual staffing points allocation generated at the preceding February census and is calculated using the current value of a staffing point.

The annual school based management allocation is the sum of the previous four quarterly SBM payments, excluding special one-off payments.

In addition, the Total School Budget for Telopea School and Jervis Bay School includes recurrent Commonwealth Government funding.

School Category

Each school's Category rating, 1 to 9, is determined by its Total School Budget. The budget limits for each category are established by considering the average Total School Budget, the standard deviation and appropriate gaps in the distribution.

The agreed school Categories and budget limits are:

School Category	Budget Limits
C9	> \$4.5m
C8	\$3.0 ⁺ m to \$4.5m
C7	\$1.8 ⁺ m to \$3.0m
C6	\$1.5 ⁺ m to \$1.8m
C5	\$1.2 ⁺ m to \$1.5m
C4	\$1.0 ⁺ m to \$1.2m
C3	\$0.8 ⁺ m to \$1.0m
C2	\$0.5m to \$0.8m
C1	< \$0.5m

The mean school budget for 1999 was \$1.75m.

The budget limits will be re-examined at the expiration of this Agreement. Any adjustment to the limits will occur with the agreement of the parties.

Remuneration Level

The remuneration level for each principal position is determined by the school's
Category rating

SCHEDULE D

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 F.
- 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, Principals 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 E

PRINCIPALS' PROFESSIONAL APPRAISAL PROGRAM

Purpose

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.

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.

Values

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

- objectivity and fair assessment
- constructive feedback
- integration with core business
- confidentiality
- mutual support and respect

Implementation

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

The professional appraisal of principals will generally be conducted by the Directors of School Operations (Southside and Northside), Planning and Professional Learning, Curriculum and Assessment, Human Resources, Children's Services and Training and Adult Education.

Timing

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.

The Appraisal Process

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

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.

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. However the outcomes of principal appraisal will be reported to the Chief Executive rather than to the school board.

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. 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.

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.

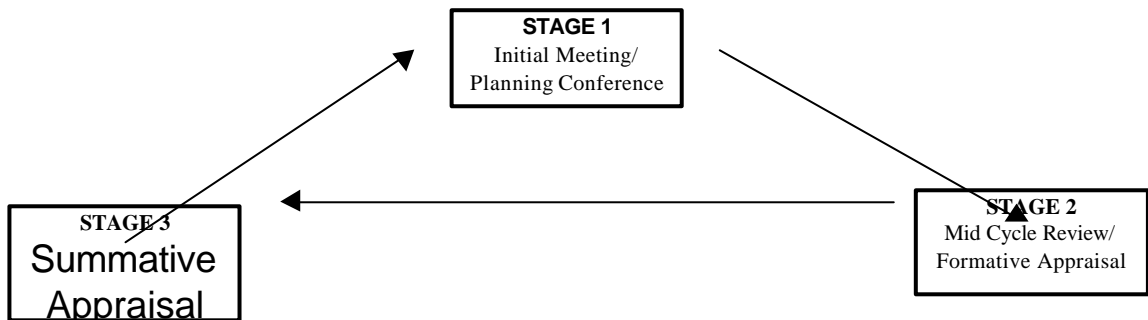
An outcome of *Stage 1* is an appraisal agreement between the principal and the Chief Executive.

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.

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.



Stages of the Appraisal Cycle

SCHEDULE F

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 of Schedule D of this Agreement or in relation to a grievance, discipline or inefficiency matter, 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 of Schedule D: appeals against decisions made in relation to those issues contained in Clause 13 of Schedule D 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 Chief Executive.
- 3.3 The Chief Executive 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 Chief Executive's decision would then be to the AIRC or Federal Court if legally possible.

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 Chief Executive 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 Chief Executive 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.