

ACT Department of Education and Training Teaching Staff Enterprise Agreement 2009-2011



Education and Training

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PART 1 General conditions

Section A - Technical matters

1 Title

- 1.1 This Agreement, made under section 172(2)(a) of the *Fair Work Act 2009* (FW Act) will be known as the *ACT Department of Education and Training Teaching Staff Enterprise Agreement 2009-2011*.

2 Persons covered by the Agreement

- 2.1 In accordance with section 53.1 of the FW Act, this Agreement covers:
- (a) the Chief Executive of the ACT Department of Education and Training on behalf of the Australian Capital Territory;
 - (b) the employees of the ACT Department of Education and Training employed in classifications contained in Annex A Salaries and Allowances at any time when this Agreement is in operation; and
 - (c) the AEU, subject to the approval of Fair Work Australia (FWA) in accordance with section 53.2 of the FW Act.

3 Commencement and duration

- 3.1 In accordance with section 54 of the FW Act, this Agreement will commence operation seven days after it is approved by FWA. The nominal expiry date of this Agreement will be 30 June 2011.
- 3.2 The Department and the AEU will commence discussions on matters of relevance to a replacement enterprise agreement no later than 6 months prior to the nominal expiry date of this enterprise agreement.

4 Operation of the Agreement

- 4.1 This Agreement is comprehensive and provides the terms and conditions of employment of employees covered by this Agreement, other than terms and conditions applying under applicable legislation.
- 4.2 This includes:
- (a) *Fair Work Act 2009* (FW Act);
 - (b) *Public Sector Management Act 1994* (PSM Act);
 - (c) *Public Sector Management Standards* (PSM Standards);
 - (d) *Work Safety Act 2008*;
 - (e) *Holidays Act 1958* (Holidays Act); and
 - (f) *ACT Education Act 2004*.
- 4.3 This Agreement constitutes a closed agreement in settlement of all claims for its duration. Therefore, during the life of this Agreement, there will be no further claims that affect the provisions of this Agreement, except where these claims are consistent with the terms of this Agreement.
- 4.4 This Agreement prevails over the Holidays Act, the PSM Act and the PSM Standards to the extent of any inconsistency.

5 Agreement availability

- 5.1 Copies of this Agreement will be made available, in paper or electronic form, to employees.
- 5.2 An employee has the right to receive accurate information about that employee's terms and conditions of employment under this Agreement. The Department will put

in place processes to ensure that accurate information is given to an employee about that employee's terms and conditions of employment under this Agreement.

6 Authority of the Chief Executive

- 6.1 The Chief Executive may, in writing, delegate any power or function that the Chief Executive has under this Agreement to another person or position within the Department or within the ACT Public Service, subject to directions, except for this power of delegation.
- 6.2 This does not limit the power of the Chief Executive to authorise a person to act for and on the Chief Executive's behalf.
- 6.3 The powers conferred though the operation of clause 6.1 will not be sub-delegated.
- 6.4 To avoid doubt, in this Agreement reference to the Chief Executive may be taken to mean delegate where the Chief Executive has delegated the particular power or function under clause 6.1.

7 Variation to the Agreement

- 7.1 This Agreement may be varied in accordance with the FW Act.

8 Termination of the Agreement

- 8.1 The Department and the AEU agree that the maintenance of adherence to agreed terms and conditions of employment is a key component of good workplace relations and a dispute free workplace. The Department and the AEU therefore agree that they will not exercise their right to seek to terminate this Agreement under sections 225 of the FW Act.

Section B - Employment

9 Types of employment

- 9.1 A person will be engaged under the PSM Act in one of the categories contained in Part 2 clauses 133, 134 and 135 of this agreement.
- 9.2 Persons engaged on a part time basis will receive, on a proportionate basis, equivalent pay and conditions to those of full time employees.

10 Notice of engagement

- 10.1 At the time of appointment or engagement, the Chief Executive will inform each person in writing of the terms of the person's employment, including:
 - (a) the type of employment; and
 - (b) whether a probationary period applies and the expected duration of the period; and
 - (c) if the person is engaged as a fixed-term employee, the duration of the engagement; and
 - (d) the ordinary weekly hours; and
 - (e) the ordinary weekly hours before overtime is payable; and
 - (f) a list of the main instruments governing the terms and conditions of the person's employment.

11 Notice of termination

- 11.1 Where an employee's employment is terminated at the initiative of the Department, the Chief Executive will give the person written notice of termination in accordance with the FW Act.

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- 11.2 Where an employee's employment is terminated at the initiative of the employee, the employee will provide written notice of their resignation from the Department to the Chief Executive at least two weeks prior to the proposed date of the resignation.
- 11.3 The period of notice required in sub-clause 11.2 may be reduced by agreement in writing between the employee and the Chief Executive.

12 Casual and temporary employment

- 12.1 The Department is committed to promoting permanent employment and job security for employees within the ACTPS and accordingly agree to the provisions in this clause
- 12.2 In order to promote permanent employment for employees in the ACTPS, the Department will endeavour to minimise the use of temporary and casual employment.
- 12.3 The Department agrees to the use of temporary employees only where there is no officer available in the Department with the expertise, skills or qualifications required for the duties to be performed or the assistance of a temporary nature is required by the Department for the performance of urgent or specialised work within the Department and it is not practical in the circumstances to use the services of an existing officer.
- 12.4 The Department and the AEU acknowledge that there may be circumstances where the Department has to undertake a program or task that requires dedicated resources by persons with skills or experience for which the engagement of such persons on a casual basis is needed for the operational requirements of the Department.
- 12.5 However, where any proposed employment arrangements will involve a regular and systematic pattern of work and where the person has a reasonable expectation that such arrangements will continue, then the Department should consider engaging the person on a different basis, including on a permanent or temporary basis.
- 12.6 Where a position has been nominally vacant for a continuous period exceeding 12 months, the Department will consult with the AEU on the circumstances for this and the feasibility of proceeding to fill the position on a permanent basis.
- 12.7 Details on casual employment are contained in Part 2 clause 135 of this Agreement.

Section C - Probation

13 Probation

- 13.1 Details on probation for teachers are contained in Part 2 clause 133 of this Agreement.
- 13.2 The termination of the appointment of an officer on probation will be in accordance with section 70 of the PSM Act.
- 13.3 A decision of the Chief Executive under sub-clause 13.2 to terminate the appointment of an officer on probation is excluded from the Internal Review Procedures (Section S) and Appeal Mechanisms (Section T) of this Agreement.
- 13.4 To avoid doubt, an officer on probation is able to seek a review of the officer's probation under the Internal Review Procedures (Section S) except in relation to a decision to terminate the officer's employment.

Section D - Selection and advancement

14 Improved attraction and retention

- 14.1 The Department, in consultation with the AEU, will develop strategies to assist the Department in attracting and retaining suitable employees. This will involve

development of appropriate strategies and processes, including the conduct of surveys of staff, to assist this objective.

15 Selection committees

15.1 Details on joint selection committees are contained in Part 2 clause 195 of this Agreement.

16 Lifespan of merit process

16.1 A selection committee's recommendations for filling a vacant position may be used for appointments, promotions, higher duties and transfers to that position or another position at the same level with the same selection criteria for a period of up to 12 months after the date on which the Chief Executive accepts the recommendations of the selection committee.

Section E - Hours of work

17 Hours of work

17.1 The provisions of this clause are only for the purpose of calculating salary and leave entitlements.

17.2 The ordinary daily hours are 7 hours and 21 minutes for a full time employee. The ordinary weekly hours are 36.75 for a full time employee.

17.3 The standard hours are 8.30am to 12.30pm and 1.30pm to 4.51pm, Monday to Friday for a full time employee.

17.4 Further details on hours of work for school based teachers are contained in Part 2, clause 144 of this Agreement.

17.5 Further details on hours of work for office based teachers are contained in Part 2 clause 205 of this Agreement.

18 Flextime

18.1 Details on flextime for office based teachers are contained in Part 2 clause 208 of this Agreement.

19 Flexible working arrangements for School Leader As

19.1 Details on flexible working arrangements for School Leader As are contained in Part 2 clause 209 of this Agreement.

20 Record keeping

20.1 The Department will keep records relating to the employees' work, including records about attendance and pay, in accordance with the requirements of the FW Act.

20.2 Further details on record keeping are contained in Part 2 clause 198 of this Agreement.

Section F - Rates of pay

21 Pay increases

21.1 Employees will be paid in accordance with the employee's classification and rates of pay set out in Annex A to this Agreement.

21.2 Pay increases for all classifications set out in Annex A of this Agreement will apply as follows:

(a) 1.5 percent pay increase effective from 1 July 2009;

(b) 1.5 percent pay increase effective from 1 January 2010,

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- (c) 1.5 percent pay increase effective from 1 July 2010; and
 - (d) 1.5 percent pay increase effective from 1 January 2011.
- 21.3 A person who was an employee of the Department on 1 July 2009, and who separated from the ACTPS before the operation of this Agreement, will be paid any difference between the rate of pay under clause 21 of this Agreement and the rate which the former employee was paid in the same classification on separation. Any monies paid by the Department on separation will be adjusted in the same manner as the rate of pay.

22 Payment of salary

- 22.1 Employees will be paid fortnightly in arrears and by electronic funds transfer into a financial institution account of the employee's choice.
- 22.2 The Department commits to paying employees the employees' ordinary fortnightly salary on the appropriate payday. The Department also commits to paying any higher duties allowance within two pay periods of the appropriate authorisation having been received by Shared Services.
- 22.3 The ordinary fortnightly pay will be based on the following formula:
- $$\text{Fortnightly salary} = \text{annual rate of salary} \times \frac{12}{313}$$
- 22.4 A part time employee will be paid pro-rata based on the employee's agreed ordinary hours.
- 22.5 An employee will, with the approval of the Chief Executive, be advanced the salary due for any period of approved paid annual or long service leave. Advancement of salary will be subject to payroll processing timeframes. The approval of the Chief Executive will not be unreasonably withheld.

23 Pay points and increments

- 23.1 Details on structural matters are contained in Section Y, details of salary structure initiatives are contained in Section Z, details on allowances and payments are contained in Section FF and details on salaries and allowances are contained in Annex A

24 Higher duties allowance

- 24.1 Details on higher duties allowance are contained in Part 2 clause 177 of this Agreement.

Section G - Pay-related matters

25 Flexible remuneration packaging

- 25.1 Voluntary access to flexible remuneration packaging will be made available to employees on a salary sacrifice basis in accordance with policies and guidelines issued by the Commissioner for Public Administration from time to time.
- 25.2 The employee will meet all costs incurred as a result of remuneration packaging under these provisions.
- 25.3 The employee's salary for superannuation purposes and severance and termination payments will be the gross salary that the employee would receive if the employee were not taking part in flexible remuneration packaging.
- 25.4 Changes to flexible remuneration packaging arrangements, including taxation changes, will not be a cause for further claims against the Department.
- 25.5 The Department will continue to provide appropriate information to employees concerning flexible remuneration packaging.

26 Special employment arrangements

- 26.1 Details on special employment arrangements for teachers are contained in Part 2 clause 121 of this Agreement.

27 Salary overpayments

- 27.1 A salary overpayment is any payment in respect of salary, allowance or leave, whether the overpayment is by accident or otherwise, to which the employee is not entitled.
- 27.2 In the event that an employee has received a salary overpayment, the Department will recover the overpayment in accordance with this clause.
- 27.3 Where a salary overpayment has occurred, the Department will advise the employee in writing, as soon as practicable, of the:
- (a) pay period(s) in which the overpayment occurred; and
 - (b) nature of the overpayment; and
 - (c) gross and net components of the overpayment; and
 - (d) process for recovery of the overpayment; and
 - (e) proposed recovery rate.
- 27.4 The Department and the employee will agree on a reasonable recovery rate having regard for all of the circumstances prior to any recovery being made. Where agreement cannot be reached sub-clause 27.6 will apply.
- 27.5 Any such agreement may include recovery of the salary overpayment by the Department:
- (a) as a lump sum; or
 - (b) by payroll deduction from salary
- 27.6 Where the Department and the employee cannot agree a reasonable recovery rate, the overpayment will be recovered at the rate of up to 10 percent of the employee's gross fortnightly salary, or such other rate determined by the relevant Chief Executive having regard for all of the circumstances.
- 27.7 Despite sub-clauses 27.4 and 27.6, the recovery period will not usually exceed 26 pay periods.
- 27.8 Any outstanding money owing to the Department when an employee ceases employment is to be recovered by deduction from any final entitlements payable to the employee. If a debt still exists further debt recovery action is to be taken by the Department unless the relevant Chief Executive:
- (a) directs the recovery be waived, in part or in full, based on evidence provided by the employee of exceptional circumstance or that such recovery would cause undue hardship; or
 - (b) determines that an overpayment is not recoverable.
- 27.9 Where the relevant Chief Executive determines that an overpayment is not recoverable, the provisions of the relevant Chief Executive Financial Instructions, relating to the waiver and write off of monies, will apply

28 Salary underpayments

- 28.1 Where the Department agrees that an employee has been underpaid on the employee's base rate of salary, and the employee requests, an offline payment for the amount owing will be made to the employee within three working days of the Department receiving the request.
- 28.2 Where higher duties allowance is not paid within two pay periods of the appropriate authorisation having been received by the relevant corporate area, and the

employee requests, an offline payment for the amount owing will be made to the employee within three working days of the Department receiving the request.

Section H - Allowances

29 Operation of allowances

- 29.1 Expense, disability and skill related allowances provided for in this Agreement are set out in Annex B.
- 29.2 Subject to sub-clauses 29.3 and 173.1, the rates for all allowances provided for in Annex B will be adjusted as agreed by the Department and the AEU.
- 29.3 The rates for motor vehicle allowance will be adjusted annually in accordance with advice from Chief Minister's Department.
- 29.4 Part time and casual employees who satisfy the requirements for payment of an expense-related allowance will receive the full amount of allowance or payment prescribed in Annex B.
- 29.5 Part time and casual employees who satisfy the requirements for payment of a disability or a skill-related allowance under this Agreement will receive the allowance on a proportional basis.

Section I - Relocation support

30 Relocation assistance

- 30.1 Details on relocation assistance are contained in Part 2 clause 178 of this Agreement.

Section J - Efficiency initiatives

31 Reducing workers compensation premiums

- 31.1 The Department, in consultation with employees and the AEU, will seek to reduce the incidence of psychological injury amongst its employees by:
 - (a) developing and implementing systems for identifying, assessing and recording the risk and incidence of psychological injury in the workplace.
 - (b) developing and implementing harassment and bullying management policies and processes, and ensuring employees are aware of these policies and processes including mechanisms available to employees to seek remedy of such occurrences.
 - (c) developing and implementing strategies that address the causes of psychological injury in the workplace.
 - (d) providing early intervention support and assistance aimed at safe and sustainable return to work of injured employees.
 - (e) providing rehabilitation and return to work assistance in partnership with the employee, preferably before a workers' compensation claim has been lodged.
 - (f) monitoring and reviewing the implementation and effectiveness of (c), (d), and (e).

32 Reducing absenteeism

- 32.1 The Department, in consultation with the AEU, will examine and develop strategies to reduce the current levels of absenteeism in the Department by:

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- (a) ensuring that there is a suitable database available to manager/supervisors in the Department concerning the taking of leave and the levels of absenteeism
 - (b) identifying measures to reduce absenteeism and unauthorised absences.
 - (c) developing appropriate arrangements for support and counselling employees to resolve issues contributing to absenteeism
 - (d) developing processes for dealing effectively with poor individual attendance performance.

33 Reduced annual leave liability

- 33.1 The Department recognises that it is important to the health and wellbeing of employees in the Department that employees should be encouraged to use the annual leave entitlements provided for under this Agreement on a regular basis. This will involve effective planning and management of leave by managers/supervisors including in situations where employees change the employees' ordinary hours of work.
- 33.2 The Department also recognises that it is in the interests of both employees and the Department that the Department is able to reduce the levels of leave liability it currently has.
- 33.3 The Department notes that this Agreement contains provisions that are intended to assist in meeting these objectives.
- 33.4 The Department will monitor the implementation of these provisions and will consult with the AEU on the outcomes.

Section K - Recognition of work and life responsibilities

34 Introduction to work-life balance

- 34.1 The ACT Government is committed to the concept of work and life balance and recognises the importance of employees balancing work and personal life.
- 34.2 The Department acknowledges that all employees have commitments outside the workplace. These commitments may relate to family, to the community and to general health and wellbeing. Given the diverse nature of the workforce in the ACT Public Service, the Department and the AEU recognise that employees have different needs at different times.
- 34.3 The Department recognises the need to provide sufficient support and flexibility at the workplace to assist employees in achieving work and life balance. While family friendly initiatives are important aspects of work and life balance, it is also important that all employees, at all stages in the employees' working lives, are supported in this manner.
- 34.4 The Department is committed to providing employees with a work/life balance that recognizes the family and other personal commitments of employees. In keeping with that commitment, this Agreement contains measures and entitlements to achieve that balance.
- 34.5 The manager/supervisor will only deny an employee's request for leave or variation to workplace arrangements provided under this Agreement where there are operational reasons for doing so. Where a request is not approved the manager/supervisor will, if so requested in writing by the employee, provide the reasons for that decision to the employee in writing. Where a request is not approved the manager/supervisor will consult with the employee to determine mutually convenient alternative arrangements.

35 Employees with caring responsibilities

- 35.1 Carers are employees who provide, in addition to the employees' normal family responsibilities, care and support on a regular basis to other family members or other persons who are sick or ageing, have an injury, have a physical or mental illness, or a disability.
- 35.2 Family members may include children, brothers or sisters, domestic partner, parents, grandparents and close relatives. In some cases, employees may be responsible for providing care to a neighbour or a friend who has no one to assist with day-to-day care.
- 35.3 The Department recognises that carer responsibilities vary considerably, depending on the level of care and assistance required and may be suddenly imposed, or may increase gradually. The Department also recognises that, generally, employees are able to provide care and assistance outside normal working hours. However, there are times that employees are required to provide more support or assistance because of illness, injury or disability.
- 35.4 To assist employees in balancing work and carer responsibilities, flexible working and leave arrangements are provided in this Agreement. Examples of these flexible working and leave arrangements include, but are not limited to:
- (a) flexible starting and finishing times;
 - (b) ability to take a few hours off work, and make it up later;
 - (c) access to breastfeeding facilities;
 - (d) access to personal leave for caring purposes for members of immediate family or household;
 - (e) home based work on a short or long term basis;
 - (f) part time work;
 - (g) job sharing;
 - (h) purchased leave;
 - (i) annual leave;
 - (j) long service leave;
 - (k) leave without pay; and
 - (l) leave not provided for elsewhere.
- 35.5 Access to the leave entitlements listed in sub-clause 35.4 is as provided for in this Agreement and or the PSM Act and Standards.

36 Mature age employment strategy

- 36.1 The Department and the AEU acknowledge the importance of a diverse workforce in the Department, including the continuing participation, where mutually convenient, of mature age employees.
- 36.2 The Department and the AEU will consult to develop strategies and initiatives that may assist the successful recruitment and retention of mature age employees in the Department.
- 36.3 The Department and the AEU recognise that such strategies and initiatives may need to apply differently to meet the particular circumstances of the employee, and so will be the subject of discussion and agreement between the employee and the relevant manager/supervisor.
- 36.4 These strategies and initiatives may include:
- (a) developing flexible working arrangements, such as variable employment, part-year employment, job sharing and purchased leave;

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- (b) planning phased retirement arrangements for individual mature age employees who are considering retirement within four to five years, including through reducing the employee's management or higher level responsibilities during a phased retirement period;
 - (c) examining the implications of current superannuation legislation for using such flexible employment and working arrangements and informing affected employees how such implications may be addressed;
 - (d) arranging training to assist the employee in any changing roles the employee may have as part of the employee's phased retirement;
 - (e) developing arrangements to facilitate the return of former mature age employees, including by engaging such persons in the Department for a short period in a mentoring capacity;
 - (f) at the discretion of the Chief Executive, contributing to the cost to an employee of financial advice received as part of planning for a phased retirement period,

37 Volunteering

- 37.1 The Department recognises the community partnerships between ACT Government agencies and volunteers and the valuable contribution to the ACT community that volunteers make.
- 37.2 Accordingly, the Department will support employees who take part in volunteering activities where the employees choose to do so.
- 37.3 Details on Community service leave are contained in clause 60.

38 Management of excessive hours

- 38.1 The Department recognises the importance of employees balancing work and personal life. The appropriate balance is a critical element in developing and maintaining healthy and productive workplaces. While it is acknowledged that peak workload periods may necessitate some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
- 38.2 Managers, supervisors and employees have a responsibility to minimise the extent to which excessive hours are worked. In the circumstances where work pressures result in the employee being required to work, or is likely to work, excessive hours over a significant period, the manager, supervisor and employee together must review workloads and priorities and determine appropriate strategies to address the situation. In doing so, the manager or supervisor will consider and implement one or more of the following strategies to reduce the amount of excessive hours being accumulated:
 - (a) review of workloads and priorities;
 - (b) re-allocation of resources;
 - (c) consideration of appropriate arrangements for time off in lieu or other recompense; and/or
 - (d) review staffing levels and/or classifications within the work group.
- 38.3 The Department will consult with the AEU about the development and implementation of appropriate strategies to deal with issues associated with both paid and unpaid overtime.
- 38.4 For details on the management of workload issues for school based teachers refer to clauses 144-146.

Section L - Flexible working arrangements

39 Regular part time employment

Conversion to part time employment

- 39.1 A person may be employed in any classification as a permanent part time officer for an agreed number of regular hours per week that is less than the ordinary weekly hours specified in this Agreement for that relevant classification over a four-week period.
- 39.2 Proposals for part time employment may be initiated by the Department for operational reasons or by an officer for personal reasons.
- 39.3 Where an officer initiates a proposal the Chief Executive will have regard to the personal reasons put by the officer in support of the proposal and to the Department's operational requirements.
- 39.4 The Chief Executive will obtain the written agreement of a full time officer before the officer converts to part time.
- 39.5 No pressure will be exerted on full time officers to convert to part time employment or to transfer to another position to make way for part time employment.
- 39.6 The pattern of hours and days and commencement and cessation times for part time work will be agreed between the employee and the employee's manager/supervisor and recorded in writing.

Variation to part time hours

- 39.7 Proposals to vary a part time employment arrangement may be initiated by the Department for operational reasons or by an officer for personal reasons.
- 39.8 Where an officer initiates a proposal the Chief Executive will, have regard to the personal reasons put by the officer in support of the proposal and to the Department's operational requirements.
- 39.9 The Chief Executive will obtain the written agreement of the officer before the officer's hours are varied.
- 39.10 No pressure will be exerted on a part time officer to vary the officer's part time employment or to transfer to another position to make way for part time employment.
- 39.11 The pattern of hours and days and commencement and cessation times for part time work will be agreed between the employee and the employee's manager/supervisor and recorded in writing.
- 39.12 Details on regular part time employment for school based teachers are contained at Part 2 clause 180 of this Agreement.

40 Job sharing

- 40.1 In this clause employee refers to employees other than casual employees.
- 40.2 Job sharing arrangements may be introduced by agreement between the Department and the employee involved, subject to operational requirements. Employees working under job sharing arrangements share one full time job and will be considered to be part time with each working part time on a regular, continuing basis.
- 40.3 Details on job-sharing arrangements are contained in Part 2 clause 181.

41 Permanent part time employment following leave under clauses 55, 56 or 58

- 41.1 Subject to this clause, the Chief Executive will approve an application by an officer employed on a full time basis who returns to work after leave following the birth or adoption of a child or granting of parental responsibility of a foster child as defined in sub-clause 56.2, to work on a part time basis for a period of up to three years

from the birth, adoption of the child or granting of parental responsibility of a foster child.

41.2 An application by an officer to access to part time work under this clause will only be approved where the officer agrees, where necessary, to be placed on the Department's unattached list.

41.3 The maximum aggregate period of part time employment that may be approved for an officer under sub-clause 41.1 is seven years.

41.4 Either the officer who accesses paid Primary Care Giver Leave under clause 56 or the mother who is entitled to and accesses paid maternity leave under clause 55 will be entitled to access permanent part time employment as provided in sub-clause 41.1.

42 Home based work

42.1 Details on home based work for school based teachers are contained in Part 2 clause 183 and details for office based teachers are contained in Part 2 clause 184.

Section M - Employee support

43 Employee Assistance Program

43.1 As a benefit to employees, the Department will provide employees and employees' immediate families with access to an independent, confidential and professional counselling service at no cost to the employee.

44 Scheduling of meetings

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

44.2 Further details on scheduling of meetings and other activities for office based teachers are contained in Part 2 clause 206 and details for school based teachers are contained at Part 2 sub-clause 145.4.

45 Vacation childcare program

45.1 Details on vacation childcare programs for office based teachers are contained in Part 2 clause 213.

46 Family care costs

46.1 Where an employee is directed to work outside the employee's regular pattern of work, the Chief Executive will authorise reimbursement to the employee by receipt for some or all of the costs of additional family care arrangements.

47 Nursing mothers

47.1 Employees who are breastfeeding will be provided with the facilities and support necessary to enable such employees to combine a continuation of such breastfeeding with the employee's employment.

47.2 Where practicable the Department will establish and maintain a room for nursing mothers. Where there is no room available another appropriate space may be used.

47.3 Paid lactation breaks will be available for nursing mothers for up to one hour per day.

Section N - Leave

48 Leave below one day

- 48.1 Office based employees with access to flextime will use flextime for all absences of less than one day wherever practicable; however personal leave may still be accessed for these absences.

49 Personal leave

Personal leave: general

- 49.1 Personal leave combines:
- (a) absence due to personal illness or injury (sick leave);
 - (b) absence where an employee is required to care for a member of the employee's immediate family or household who is sick (carer's leave); and
 - (c) leave in special circumstances
- 49.2 The entitlements and eligibility requirements for personal leave that are provided in the PSM Management Standards will continue to apply except where varied under this clause.
- 49.3 The provisions for war service sick leave, as set out in the PSM Standards, will continue to apply.

Personal leave: entitlement

Officers

- 49.4 An officer will receive 3.6 weeks (132.3 hours) of personal leave on commencement with the Department. Subject to sub-clause 51.12, an additional credit of 3.6 weeks (132.3 hours) personal leave will be made on the anniversary of the employee's commencement during each year of service.
- 49.5 A part time officer will receive personal leave on a pro rata basis based on the employee's prescribed weekly hours of duty on the employee's accrual date.
- 49.6 On appointment under the PSM Act, officers will have any personal leave credit with an organisation that is recognised for prior service purposes, added to the employee's personal leave credit. In order to be recognised for personal leave purposes, the previous service must have terminated no more than two months prior to the appointment. On the officer's normal accrual date, the officer will then receive personal leave in accordance with sub-clause 49.4.

Temporary employees on long-term and short-term contracts

- 49.7 Details on personal leave entitlements for temporary employees on long-term and short-term contracts are contained in Part 2 sub-clause 134.5

Employees on compensation

- 49.8 An employee in receipt of compensation for more than forty-five weeks will accrue personal leave on the basis of hours actually worked.

Personal leave: accrual

- 49.9 Personal leave is cumulative.
- 49.10 If an employee changes ordinary weekly hours of duty, the employee's personal leave will be adjusted in accordance with the following formula:

New working hours x personal leave credit

Old working hours

- 49.11 The accrual date for personal leave will be deferred by one day for every calendar day of unauthorised absence or leave without pay that does not count for service.

49.12 Unused personal leave credit will not be paid out on cessation of employment.

Granting of personal leave

- 49.13 The Chief Executive may grant personal leave with pay, subject to available credits, for a period of absence when the employee applies for personal leave due to personal illness or injury or for the care of a member of the employee's immediate family or household who is sick and, subject to sub-clause 49.20, produces documentary evidence.
- 49.14 An employee must advise their manager as soon as reasonably practicable of their absence, or intention to be absent on personal leave.
- 49.15 Personal leave must not be granted where the absence is associated with the misconduct of the employee, or where there is not sufficient cause. The Chief Executive may determine that the absence does not count as service for any purpose.
- 49.16 Subject to the approval of the Chief Executive, in special circumstances an employee may elect to use personal leave at half pay for absences of at least one week, which will be deducted from the employee's accrued credits at a rate of 50 percent of the period of absence.
- 49.17 An employee who suffers personal illness or injury, or cares for a member of the employee's immediate family or household who is sick, for one day or longer while on annual leave or long service leave and who produces satisfactory documentary evidence, may apply for personal leave. If approved, the relevant annual leave or long service leave will be re-credited to the extent of the paid personal leave granted.
- 49.18 An employee cannot access paid personal leave while on paid maternity leave or primary care giver's leave, but can apply for personal leave during unpaid maternity leave or parental leave.

Documentary evidence

- 49.19 The Chief Executive will accept the following documentary evidence:
- (a) Medical certificate from a registered health practitioner; and/or
 - (b) A statutory declaration made by the employee where the period of personal leave is not more than three consecutive days and a medical consultation has not been sought.
- 49.20 If documentary evidence is not produced when an employee applies for leave for personal illness or injury or for the care of a member of the employee's immediate family or household who is sick, the Chief Executive may grant personal leave up to three consecutive working days with pay, to a maximum of seven working days in any accrual year. Absences in excess of three consecutive days, or seven days in any accrual year are unauthorised and will be without pay.
- 49.21 The Chief Executive may, with reasonable cause, request a medical certificate for any absence at the time of notification of the absence.
- 49.22 In addition to the provisions contained in sections 405, 406 and 484 of the Public Sector Management Standards, the Chief Executive may refer an employee for a medical examination by a nominated medical practitioner at any time. This may be for reasons including but not limited to:
- (c) where the Chief Executive is concerned for the wellbeing of an employee and considers that the health of the employee is affecting the employee's ability to adequately perform the employee's duties; or
 - (d) where the Chief Executive considers the documentary evidence supplied for absences due to personal illness or injury is inadequate.

Arrangements where an employee has exhausted the employee's personal leave credit

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- 49.23 Despite sub-clause 49.25, the Chief Executive may allow an officer, in the first ten years of service, when the officer provides documentary evidence that the officer has a personal illness or injury, to anticipate one year's personal leave accrual where all full pay credits are exhausted.
- 49.24 The Chief Executive may, where such treatment is justified, grant an officer who has completed ten years of service an additional period of personal leave to cover periods of personal illness or injury. Such leave will be at half pay and will only be granted where all full pay credit has been exhausted.
- 49.25 Where paid credits have been exhausted, the Chief Executive may approve personal leave without pay for personal illness or injury or for the care of a member of the employee's immediate family or household who is sick. Unpaid personal leave will count as service for all purposes.
- 49.26 If an ill employee exhausts the employee's paid personal leave entitlement and produces documentary evidence of continuing personal illness or injury, the employee may apply to the Chief Executive for approval to take annual leave or long service leave. If approved, this leave will not break the continuity of the 52 weeks under sub-clause 49.27.

Maximum period of absence on personal leave

- 49.27 The maximum continuous period for which paid leave for personal illness or injury may be granted is 52 weeks. The maximum continuous period for which paid and unpaid leave for personal illness or injury may be granted is 78 weeks. Subject to the production of satisfactory documentary evidence, further absence beyond the 78 weeks due to personal illness or injury must be granted as leave without pay not to count as service for any purpose.
- 49.28 While personal leave will not be deducted over the Christmas shutdown period, the Christmas shutdown does not break continuity of the period of absence in relation to the maximum period/s of leave under sub-clause 49.27.
- 49.29 Subject to sub-clause 49.27, there is no restriction on the amount of personal leave up to the available credit able to be used and approved in relation to the care of a member of an employee's immediate family or household who is sick.

Personal leave in special circumstances

- 49.30 Subject to sub-clause 49.31 and sub-clause 49.32, the Chief Executive may approve personal leave other than for personal illness, or the care of a member of the employee's immediate family or household who is sick, in special circumstances. Special circumstances cover extraordinary or unforeseen circumstances where it is essential that the employee have leave from the workplace. In these special circumstances, reasonable evidence may be required by the Chief Executive.
- 49.31 While personal leave in special circumstances does not require documentary evidence, such evidence may be a form of reasonable evidence provided to the Chief Executive when requesting this leave.
- 49.32 A maximum of four days leave in special circumstances may be approved within an accrual year. These four days are in addition to the seven days personal leave without documentary evidence that may be granted under sub-clause 49.20. Any paid leave in special circumstances granted under this clause will be deducted from the employee's personal leave credit.

Personal leave on compassionate grounds

- 49.33 The Chief Executive may approve paid personal leave of up to two days on each occasion to enable the employee to spend time with a person who is a member of the employee's immediate family or household who has a personal illness or injury that poses a serious threat to the person's life.
- 49.34 Where paid credits have been exhausted, the Chief Executive may approve up to two days additional paid personal leave on each occasion to enable the employee

to spend time with a person who is a member of the employee's immediate family or household who has a personal illness or injury that poses a serious threat to the person's life.

50 Bereavement leave

- 50.1 Bereavement leave with pay applies from the first day of service and counts as service for all purposes.
- 50.2 Employees (other than casual employees) are entitled to up to three days (22.05 hours) leave (non-cumulative) on each occasion of a death of a member of the employee's immediate family or household, and on the death of an employee's parent, parent of domestic partner, foster parent, step-parent, step sibling, guardian or foster child.
- 50.3 Proof of bereavement and relationship must be provided if requested.
- 50.4 Bereavement leave granted of at least one day whilst on another type of leave will result in the re-crediting of that leave.
- 50.5 Further paid or unpaid bereavement leave, in addition to sub-clause 50.2, may be granted if considered appropriate by the Chief Executive.

51 Annual leave

Entitlement to annual leave

- 51.1 Full time employees (other than casual employees) are entitled to, in the case of 36.75 hour workers, 147 hours annual leave for each full year worked.
- 51.2 Where less than a full year is worked, employees are entitled to annual leave on a pro-rata basis.
- 51.3 Part time employees will accrue a pro-rata credit based on the number of part time hours worked.
- 51.4 Annual leave accrues on a daily basis, according to the formula set out below:
$$(A \times B \times D) / C$$
where
A = Number of ordinary hours per week worked;
B = One or zero (where the day does not count as service);
C = Number of calendar days in the year; and
D = Four (basic annual leave accrual of four weeks).
- 51.5 Unauthorized absence will not contribute to the annual leave credit.
- 51.6 Where any public holiday occurs for which the employee is entitled to payment, during any period of annual leave, the period of the holiday is not deducted from the annual leave entitlement.
- 51.7 An employee who is medically unfit for duty for one day or longer while on annual leave and who produces satisfactory medical evidence may apply for personal leave. In these circumstances, annual leave will be re-credited for the period of personal leave granted.

Access to annual leave

- 51.8 Consistent with the purpose of annual leave:
- (a) employees will be encouraged to use the employees' annual leave entitlements within the year that it accrues; and
 - (b) the Chief Executive should approve applications by employees to take annual leave in the year that it accrues, subject to operational requirements.

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- 51.9 If the Chief Executive does not approve an application by an employee for annual leave because of operational requirements, the Chief Executive will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.
- 51.10 Where an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.

Reduction of excess annual leave credits

- 51.11 Where an employee has accrued two years annual leave credits and unless exceptional operational circumstances exist, the employee and relevant manager/supervisor must agree, and implement an annual leave usage plan to ensure the employee's accrued leave credit will not exceed a maximum 2.5 years credit.
- 51.12 An employee who has an annual leave credit in excess of 2.5 years of entitlement:
- (a) on operation of this Agreement; or
 - (b) on joining, or returning to, the Department; or
 - (c) on returning to duty from compensation leave;
- will have 12 months to reduce the employee's annual leave balance to 2.5 years of entitlement or below.
- 51.13 The Chief Executive may direct an employee who has annual leave credit of 2.5 years or more to take annual leave, subject to giving the employee one calendar months notice and subject to sub-clause 51.16.
- 51.14 The amount of annual leave that an employee may be directed by the Chief Executive under sub-clause 51.12 to take will be less than, or equal to, 1/4 of the amount of credited annual leave the employee is entitled to take at the time that the direction is given.
- 51.15 The employee may apply to take additional annual leave at this time and the application will be approved unless exceptional circumstances apply.
- 51.16 An employee may not be directed under sub-clause 51.14 to take annual leave where the employee has made an application for a period of annual leave equal to or greater than the period specified in sub-clause 51.14 in the past six months and the application was not approved. The manager/supervisor and the employee may agree to vary the annual leave usage plan consistent with sub-clause 51.11.

Cashing out of annual leave

- 51.17 An employee may cash out up to two weeks of the employee's annual leave credit where that credit has exceeded two years accumulated leave subject to the following:
- (a) the employee providing the Chief Executive with a written election to do so;
 - (b) the Chief Executive authorising the election; and
 - (c) the employee taking at least one week of annual leave in conjunction with this entitlement or the employee has taken at least one week of annual leave in the past six months.
- 51.18 An employee may only cash out annual leave in accordance with sub-clause 51.17 once during each twelve-month period.

Half-pay annual leave

- 51.19 Employees are entitled to elect to use annual leave at half pay for any period up to the available annual leave credit, subject to operational requirements as approved

by Director, Human Resources. Credits will be deducted at a rate of 50 percent of a credit per day.

Payment on separation

51.20 Employees will receive payment on separation from the Department of any unused annual leave entitlement.

Further details on annual leave for teachers

51.21 Further details on annual leave for school based teachers are contained in Part 2 clause 202.

51.22 Further details on annual leave for office based teachers are contained in Part 2 clauses 211 and 212.

52 Annual leave loading

52.1 Annual leave loading is available for classroom teachers and school counsellors (psychologist) under provisions outlined in Part 2 clause 204 of this Agreement.

53 Purchased leave

53.1 Details on purchased leave for school based teachers are contained in clause 185 of this Agreement.

53.2 Details on purchased leave for office based teachers are contained in clause 186 of this Agreement.

54 Long service leave

54.1 The eligibility requirements and entitlements for long service leave under the PSM Act and Standards apply subject to the provisions of this clause.

54.2 The Chief Executive may grant long service leave to an employee to the extent of that employee's pro rata long service leave credits after seven years eligible service.

54.3 Where an employee whose period of employment is less than ten years but not less than one year

- (a) ceases to be an employee, otherwise than because of the employee's death, on, or after, the employee attaining the minimum retiring age; or
- (b) ceases to be an employee because of the employee's redundancy; or
- (c) ceases to be an employee and satisfies the Department that the employee's ceasing is due to ill health of such a nature as to justify the employee so ceasing;

the Department will authorise payment to the employee under this subsection in accordance with section 159 of the PSM Act

54.4 Employees will receive payment on separation of any pro rata entitlements after seven years eligible service.

54.5 If an employee whose period of employment is not less than one year dies, the Chief Executive may authorise payment to a dependant of the employee of an amount equal to, or payments to two or more dependants of the employee of amounts aggregating, the amount that would have been payable to the employee under subsection 159 (4) of the PSM Act if the employee had, on the day the employee died, ceased to be an employee otherwise than because of death, on or after, the employee attaining the minimum retiring age.

54.6 The Department and the AEU recognise and accept mutual responsibility to encourage utilisation of long service leave and accordingly have agreed to the following provisions.

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- 54.7 Employees may be granted leave in blocks of less than seven days with the approval of the Chief Executive. When employees take less than seven days, each day taken will be deducted at the rate of 1.4 days.
- 54.8 Long service leave may be taken on double, full or half pay when approved by the Chief Executive and subject to operational requirements, with credits to be deducted on the same basis.
- 54.9 If the Chief Executive does not approve an application by an employee for long service leave because of operational requirements, the Chief Executive will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.

55 Maternity leave

Purpose

- 55.1 Maternity Leave is available to pregnant employees to:
- (a) enable a woman to absent herself from duty to support her own wellbeing and to care for and bond with a new born child;
 - (b) support her right to continuity of service; and
 - (c) support the protection of the family and children under the Human Rights Act 2004.

Eligibility

- 55.2 An employee who is pregnant is eligible to be absent on maternity leave if she is employed under the Public Sector Management Act (1994).
- 55.3 An employee is eligible for maternity leave where termination of the pregnancy occurs within 20 weeks of the expected date of birth of the child. Where an employee's pregnancy terminates more than 20 weeks before the expected date of birth of the child any maternity leave which has been prospectively approved will be cancelled.

Entitlement

- 55.4 An employee who is eligible for maternity leave is entitled to be absent for up to 52 weeks (the maximum period) from the first date of absence on maternity leave. An employee's period of maternity leave will commence:
- (a) subject to sub-clause 55.7, six weeks prior to the expected date of birth of the child; or
 - (b) on the birth of the child if this occurs earlier than sub-clause 55.4(a); or
 - (c) on the date of confinement of the employee where termination of the pregnancy occurs within 20 weeks of the expected date of birth of the child; or
 - (d) where an employee is subject to sub-clause 55.17, the first day of paid maternity leave.
- 55.5 While a grant of leave for maternity leave is deemed to be approved an employee is required to submit a leave form for any period of maternity leave. This application can be for any period, subject to sub-clause 55.6, and up to the maximum period and may include other forms of paid leave as per sub-clause 55.20 and sub-clause 55.21.
- 55.6 Subject to sub-clause 55.7 and 55.8 an employee who is eligible for maternity leave must absent herself from duty for a period commencing six weeks prior to the expected date of birth of the child and ending six weeks after the actual date of birth of the child.
- 55.7 An employee who is pregnant and who produces medical evidence from a medical practitioner that she is fit for duty until a date less than six weeks prior to the

expected date of birth of the child may continue to work up until that date subject to the approval of the Chief Executive.

55.8 An employee who has given birth to a child and who produces medical evidence from a medical practitioner that she is fit for duty from a date less than six weeks after the date of birth of the child may resume duty on that date subject to the approval of the Chief Executive.

55.9 An employee who has given birth to a child may resume duty following the end of the six week period after the birth of the child and earlier than the end of the approved period of maternity leave subject to the approval of the Chief Executive.

Rate of Payment

55.10 An employee who is eligible for maternity leave and who has completed 12 months qualifying service, as described in the Public Sector Management Act (1994) and Public Sector Management Standards, is eligible to be paid for the first 18 weeks of maternity leave.

55.11 An employee who is eligible for maternity leave and who completes 12 months qualifying service during the first 18 weeks of maternity leave is eligible for paid maternity leave for the period between completing 12 months qualifying service and the end of the first 18 weeks of maternity leave.

55.12 Subject to sub-clause 55.10 an employee who is eligible for maternity leave and who is on approved leave without pay is eligible for paid maternity leave for the period between completing the approved period of leave without pay and the end of the first 18 weeks of maternity leave.

55.13 The rate of payment to be paid to the employee during a paid period of maternity leave is the same rate as would be paid if the employee was granted paid leave on account of illness.

55.14 An employee may spread the payments for the 18 week paid period of maternity leave absence over a 36 week period at half pay. Entitlements under this clause do not extend the maximum period of maternity leave available.

55.15 The entitlement to a paid period of maternity leave may be taken in any combination of full or half pay. Entitlements under this clause do not extend the maximum period of maternity leave available to an employee.

55.16 Subject to sub-clauses 55.14, 55.15, 55.17, 55.20 and 55.21 an employee's period of absence on maternity leave between the paid period of maternity leave and the maximum period of maternity leave will be without pay.

55.17 The Chief Executive may approve, subject to a medical certificate, an employee taking paid maternity leave in a non-continuous manner, provided any other form of paid leave will not be approved until the employee has used all of the employee's paid maternity leave entitlement. Entitlements under this clause do not extend the maximum period of maternity leave available.

Evidence

55.18 Prior to commencing maternity leave an employee will provide the Chief Executive with evidence of her pregnancy and the expected date of birth from a qualified medical practitioner. Such evidence may include evidence from a midwife.

55.19 As soon as possible after the birth of the child an employee will provide the Chief Executive with evidence of the birth and date of birth. Such evidence may include a copy of the birth certificate or documents provided by a qualified medical practitioner or midwife.

Access to other Leave Entitlements

55.20 An application by an employee for long service leave or annual leave during a period that would otherwise be an unpaid period of maternity leave will be granted to the extent of available entitlements.

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- 55.21 An application by an employee for personal leave during a period that would otherwise be an unpaid period of maternity leave will be granted subject to the employee providing satisfactory medical evidence and to the extent of available entitlements.

Effect on Other Entitlements

- 55.22 Any period of paid maternity leave taken by an employee at full or half pay will count as service for all purposes.
- 55.23 Any period of unpaid maternity leave taken by an employee during the period commencing six weeks prior to the expected date of birth of the child and ending six weeks after the actual date of birth of the child will count as service for all purposes.
- 55.24 Subject to sub-clause 55.23 any period of unpaid maternity leave taken by an employee will not count as service for any purpose but does not break continuity of service.

Unattachment

- 55.25 During an employee's absence on maternity leave, the Chief Executive may, with the employee's written consent, declare the employee unattached.

56 Paid primary care giver leave

- 56.1 This clause does not apply to casual employees.
- 56.2 Where an employee, other than an employee entitled to paid maternity leave under clause 55, demonstrates that the employee is the primary care giver of a newborn, or a child below age 18 who is an adopted child or fostered child, or a child for whom the employee has enduring parental responsibility due to a care and protection order, then, subject to sub-clause 56.4, the provisions of clause 55 will apply.
- Example 1: The primary care giver may be the father of the child.
- Example 2: The primary care giver may be the domestic partner of the mother.
- Example 3: The primary care giver may be a kinship carer or foster carer with parental responsibility until the child reaches the age of 18 years.
- 56.3 The granting of leave under this clause is subject to the employee providing the Department with appropriate evidence concerning the reasons for and circumstances under which the leave application is made, which may include, where relevant:
- (a) a medical certificate relating to the expected date of birth of a child;
 - (b) documents from an adoption authority concerning the proposed adoption of a child;
 - (c) documents relating to court orders granting parental responsibility until the child reaches the age of 18 years;
 - (d) details of leave being taken by the employee's domestic partner.
- 56.4 For the purposes of this clause a newborn is considered to be a baby of up to 14 weeks old. In extenuating circumstances, the Chief Executive may approve paid primary care giver leave when a newborn is more than 14 weeks old. For an adopted or fostered child, primary care giver leave may commence from the date the employee assumes responsibility for the child but not after 14 weeks of the adoption or foster care placement. Additionally, the child must be under the age of 18 on the day of adoption, kinship, or foster care placement for leave to be approved.
- 56.5 The total combined entitlement under this clause and clause 55 is 18 weeks of paid leave in relation to each particular birth, adoption or care and protection order, which may be taken in any combination by the primary care giver provided that the

mother and the other employee entitled to primary care giver leave do not take these forms of paid leave concurrently.

56.6 This clause is subject to the requirements of the PSM Act and Standards on the production of a medical certificate on the fitness for duty of the mother where these requirements are relevant.

56.7 Entitlements under this clause do not extend the maximum period of parental leave available to the employee.

57 Paid bonding leave

57.1 An employee, other than a casual employee, is entitled to two weeks (10 days) paid bonding leave and up to five days paid personal leave for bonding purposes, at the time of the birth or adoption of a child by the domestic partner.

57.2 Where an employee's domestic partner is also an employee, this leave may be taken concurrently with the domestic partner receiving paid maternity or paid primary care giver's leave.

57.3 If an employee, other than a casual employee, is granted short-term parental responsibility of a child through a care and protection order, providing the child is under 18 on the day of placement, the employee may access paid bonding leave.

58 Unpaid parental leave

58.1 Details on unpaid parental leave are contained in Part 2 clause 182.

58.2 In addition to the provisions for paid maternity leave and paid primary care giver's leave as set out in clauses 55 and 56, employees are entitled to unpaid parental leave.

58.3 Casual employees are eligible for unpaid parental leave where the casual employees are eligible casual employees for unpaid maternity leave or unpaid paternity leave under the FW Act.

58.4 Parental leave is without pay and does not count as service.

Use of other forms of leave whilst on unpaid parental leave

58.5 An employee on unpaid parental leave may access annual leave and long service leave on full or half pay.

59 Grandparental leave

Purpose

59.1 Grandparental leave may be granted to eligible employees to enable them to undertake a primary care giving role for their grandchild during normal business hours.

Eligibility

59.2 This clause applies to employees, other than casual and probationary employees.

59.3 The Chief Executive should not approve an application for grandparental leave where an employee has an annual leave balance in excess of eight weeks.

Entitlement

59.4 The Chief Executive may, on application, grant an eligible employee unpaid leave up to a maximum of 52 weeks which may be taken over a period not exceeding three years.

59.5 If both grandparents are employees of the ACTPS either grandparent may be granted unpaid leave but the leave may not be taken concurrently.

59.6 Grandparental leave may be taken as a single or part-day absence, in a single block, as multiple blocks, or as a regular period of leave each week or month.

59.7 The leave is available up until the grandchild's third birthday.

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- 59.8 The Chief Executive will only refuse an employee's request for grandparental leave where there are operational reasons for doing so. Where a request is not approved the Chief Executive will consult with the employee to determine mutually convenient alternative arrangements.

Evidence

- 59.9 The granting of leave under this clause is subject to the employee providing the delegate with appropriate evidence concerning the reasons for and circumstances under which the leave application is made, which may include, where relevant:
- (a) a statutory declaration or medical certificate relating to the birth or expected date of birth of the grandchild;
 - (b) an adoption certificate or letter confirming the adoption or authorised care situation.

Access to other Leave Entitlements

- 59.10 An employee on unpaid grandparental leave may access annual leave, purchased leave or long service leave on full or half pay.
- 59.11 An application by an employee for personal leave during a period that would otherwise be an unpaid grandparental leave will be granted subject to the employee providing satisfactory medical evidence and to the extent of available entitlements.

Effect on Other Entitlements

- 59.12 Any period of grandparental leave taken by an employee will count as service for all purposes except for the accrual of annual leave and personal leave, and will not break continuity of service.

Unattachment

- 59.13 During an employee's absence on grandparental leave, the Chief Executive may, with the employee's written consent, declare the employee unattached.

60 Community service leave

- 60.1 Community service leave may be approved by the Chief Executive, with or without pay, depending on the purpose of the leave.

Purpose

- 60.2 An employee may, subject to approval, access community service leave to engage in eligible community service activity.
- 60.3 Eligible community service activity includes:
- (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a state or a territory; or
 - (b) a voluntary emergency management activity; or
 - (c) other voluntary community service activity that comply with the Chief Minister's Department 'Guidelines for the Granting of Leave to ACT Public Servants who apply to do Volunteering Work'.
- 60.4 Community service leave does not cover defence service for which there is a separate provision.

Eligibility

- 60.5 Clause 60 applies to employees employed under the *Public Sector Management Act (1994)*, other than casual employees.

Entitlement

Jury Service

- 60.6 While the grant of leave for jury service is deemed to be approved an employee is required to submit a leave form for the period of the leave.

60.7 Leave granted under sub-clause 60.6 is paid at the employee's normal rate of pay. If the employee is paid jury fees, this amount must be deducted from the employee's salary less reasonable out-of-pocket expenses.

Voluntary Emergency Management

60.8 The Chief Executive may grant leave with pay of up to four days per emergency to an employee who is a member of a state or territory emergency service, fire-fighting service, search and rescue unit or other volunteer service performing similar functions, to enable the employee to fulfil an obligation in the event of a civil emergency.

60.9 Leave granted under sub-clause 60.8 is paid at the employee's normal rate of pay.

60.10 Additional paid leave may be approved by the Chief Executive for any volunteer duties required to be performed by an employee who is a member of a state or territory emergency service.

Voluntary community service

60.11 The Chief Executive may grant leave with pay of up to three days in any 12 month period to an employee to engage in a voluntary community service activity.

60.12 Leave granted under sub-clause 60.11 is paid at the employee's normal rate of pay.

60.13 Additional unpaid leave may be approved by the Chief Executive subject to the operational requirements of the workplace.

60.14 Leave granted under this provision may be taken in combination with approved annual or long service leave.

60.15 Where possible, absences from work of less than a single day to engage in voluntary community service activity should be covered by flexible working arrangements.

60.16 In considering an application from an employee for leave to engage in a voluntary community service activity, the delegate must consider whether:

- (a) the activity is a voluntary activity that complies with the Chief Minister's Department 'Guidelines for the granting of Leave to ACT Public Servants who apply to do Volunteering Work'; and
- (b) the community organisation or project is an acceptable organisation or project; and
- (c) there is a risk the activity would place the employee in a real or perceived conflict of interest.

60.17 Any voluntary community service activity must not:

- (a) involve any payment in cash or kind for the duties performed by the employee;
- (b) replace work ordinarily undertaken by a paid worker;
- (c) be undertaken solely for direct personal benefit of the employee;
- (d) be work which does not have a community focus;
- (e) place the employee in a conflict of interest situation;
- (f) be primarily focussed on promoting particular religious or political views.

60.18 The Chief Executive will only refuse an employee's request for leave where there are operational reasons for doing so. Where a request is not approved the Chief Executive will, if so requested in writing by the employee, provide the reasons for that decision to the employee in writing. Where a request is not approved the Chief Executive will consult with the employee to determine mutually convenient alternative arrangements, including the application of flexible work arrangements.

Notice

60.19 The employee must give the employer notice of the absence as soon as practicable, including the period, or expected period, of the absence.

Evidence

60.20 The employee must, if requested by the employer, provide sufficient documentary evidence of the reason for the absence.

Effect on Other Entitlements

60.21 Paid leave granted under this clause will count as service for all purposes. Leave without pay granted under this clause to engage in voluntary community service will, up to a maximum of 20 days in any twelve month period, count as service for all purposes.

61 Other leave

61.1 Other leave may be approved by the Chief Executive, with or without pay, depending on the purpose of the leave.

61.2 Other leave provisions are set out in Annex C to this Agreement.

61.3 Provisions for ceremonial leave and organisational leave for Aboriginal and Torres Strait Islander employees are contained Annex C.

62 Public holidays

62.1 In accordance with the Holidays Act 1958, employees (other than casual employees) will be entitled to the following public holidays with pay:

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

62.2 Public holidays set out in sub-clause 62.1 may be substituted in accordance with the provisions of the Holidays Act 1958.

63 Christmas shutdown

63.1 Details on Christmas shutdown are contained in Part 2 Clause 200 of this Agreement.

Section O - Learning and development

64 Learning and development

64.1 Details on learning and development are contained in Part 2 clauses 147-159 of this Agreement.

65 Reward and recognition

65.1 The Department is committed to achieving an environment where employees feel valued for the contribution the employees make to achieving organisational goals. It is acknowledged that the most effective form of recognition is timely and appropriate feedback.

65.2 The Department will participate in the annual Commissioner for Public Administration Awards that have been developed to complement existing Department-based reward and recognition schemes.

65.3 The Department and the AEU will consult on other effective ways of recognising and rewarding the achievement of individuals and work groups. Any outcomes of this consultation will only be implemented by the agreement of the Department and the AEU.

Section P - Managing under-performance

66 Managing under-performance

66.1 Details on managing under-performance for classroom teachers and School Leaders B and C are contained in Part 2 clause 158, and for principals at Part 2 clauses 218-219, of this Agreement.

Section Q - Misconduct and discipline

67 Objectives and application

67.1 This Section establishes procedures for managing misconduct or alleged misconduct by an employee.

67.2 The objective of these procedures is to encourage the practical and expeditious resolution of misconduct issues in the workplace.

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

67.4 These procedures apply to the exclusion of provisions contained in Part 9 of the PSM Act (other than section 218 and section 220) and Part 6.3 of the PSM Standards, except where any of these provisions are specifically provided for in this Section.

68 Allegations of misconduct

68.1 In cases where misconduct is alleged, the manager/supervisor will gather sufficient information in a timely manner to determine whether the seriousness of the matter warrants investigation by the Chief Executive under clause 70. For the purposes of gathering sufficient information, the Employee Grievance Resolution Procedures may be used, where appropriate. The employee will be informed of the allegations unless the manager/supervisor considers it inappropriate to do so.

68.2 For purposes of this Section, misconduct consists of any of the following:

- (e) the employee fails to meet the obligations set out in section 9 of the PSM Act (this may include bullying and harassment or discrimination);
- (f) the employee engages in conduct that has, or is likely to, bring the Department or ACTPS into disrepute;

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- (g) the employee returns to duty after a period of unauthorised absence and does not offer a satisfactory reason on return to work;
 - (h) the employee is convicted of a criminal offence or where a court finds that an employee has committed an offence but a conviction is not recorded, taking into account the circumstances and seriousness of the offence, the duties of the employee and the interests of the ACTPS and/or of the Department;
 - (i) the employee fails to notify the Department of criminal charges in accordance with clause 74.
- 68.3 In cases where serious misconduct is alleged, the Chief Executive may inform the employee and may immediately transfer the employee to other duties, re-allocate duties away from the employee or suspend the employee in accordance with Clause 73 while the alleged misconduct is investigated.
- 68.4 In deciding whether misconduct is or might be serious misconduct for the purposes of sub-clause 68.3, the Chief Executive will have regard to the kinds of conduct described as 'serious misconduct' in regulation 1.07 of the Fair Work Regulations.

69 Determination of misconduct/allegations

- 69.1 If, after considering the gathered information, the manager/supervisor is of the opinion that the alleged misconduct has not occurred or is not sufficiently serious to warrant an investigation, the manager/supervisor will inform the employee/s concerned that no discipline action will be taken and an investigation is not necessary.
- 69.2 If, after considering the gathered information, the manager/supervisor is of the opinion that the alleged misconduct has occurred but the matter is likely to be resolved informally, the manager/supervisor will discuss the particular behaviour with the employee as soon as possible. The discussion will set out clear expectations of future behaviour. The manager/supervisor will retain a record of the discussion eg. a diary entry. The manager/supervisor may also choose to organise mediation between relevant persons.
- 69.3 If, after considering the gathered information, the manager/supervisor or the Chief Executive is of the opinion that the alleged misconduct requires an investigation it will be dealt with in accordance with clause 70.

70 Investigations

- 70.1 Upon becoming aware of possible instances of misconduct that cannot be addressed at clause 69, the Chief Executive will:
- (a) inform the employee in writing of the nature of the alleged misconduct and the possible implications of the misconduct including the discipline actions available; and
 - (b) give the employee a reasonable opportunity to respond to allegations, in writing and/or at a scheduled interview, before forming a conclusion; and
 - (c) provide the employee with at least twenty four hours written notice prior to conducting an interview; and
 - (d) advise the employee that the employee may have an employee representative, present during the interview to support the employee and will allow reasonable opportunity for this to be arranged; and
 - (e) provide a record of the interview to the employee to correct any inaccuracies and provide comments before signing the record. If the employee elects not to sign the record, then details of the offer will be noted.

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- 70.2 The Chief Executive should as soon as practicable take any further steps that the Chief Executive considers necessary to establish the facts of the allegations.
- 70.3 The Chief Executive will make a determination on the balance of probabilities as to whether misconduct has occurred.
- 70.4 If the Chief Executive determines that the allegations are unsubstantiated the Chief Executive will notify the employee of this finding in writing and advise that no discipline action will be taken under these procedures.
- 70.5 Subject to sub-clause 67.3, in cases where serious misconduct is found to have occurred, the Chief Executive may immediately terminate the employee's employment without giving the employee five working days within which to respond to the proposed discipline action under sub-clause 71.3(d).

71 Discipline action

- 71.1 Where, as a result of an investigation, the Chief Executive considers discipline action is appropriate, one or more of the following actions may be taken in relation to the employee:
- (a) counselling of the employee;
 - (b) a written admonishment;
 - (c) a first or final written warning;
 - (d) a financial penalty;
 - (e) transfer to other duties (at or below current salary);
 - (f) deferral of Increment
 - (g) reduction in incremental point;
 - (h) a temporary or permanent reduction in classification/salary;
 - (i) termination of employment.
- 71.2 Discipline action taken under these procedures must be proportionate to the degree of misconduct concerned. In determining the appropriate discipline action to be taken, the following factors must be considered:
- (a) the nature and seriousness of the misconduct;
 - (b) the degree of relevance to the employee's duties or to the reputation of the Department;
 - (c) the circumstances of the misconduct;
 - (d) any mitigating factors; and
 - (e) the previous employment history and the general conduct of the employee.
- 71.3 Before taking discipline action, the Chief Executive will advise the employee in writing of:
- (a) the decision as to whether the misconduct has been found to have occurred; and
 - (b) the reasons for arriving at this decision; and
 - (c) the discipline action(s) proposed; and
 - (d) the period during which the employee has to respond to the proposed discipline action (a minimum of five working days); and
 - (e) the appeal mechanisms that are available under this Agreement.
- 71.4 After considering the employee's response to the proposed action, or if the employee has not responded at any time after the period outlined in 71.3(d) has

lapsed, the Chief Executive may take disciplinary action. The Chief Executive will inform the employee in writing of:

- (a) the final decision regarding discipline action to be taken; and
- (b) the date of effect and/or, if relevant, the cessation of the action; and
- (c) the appeal mechanisms that are available under this Agreement.

72 Counselling

72.1 In cases where the manager/supervisor or the Chief Executive considers counselling to be the appropriate discipline action, the manager/supervisor or the Chief Executive will create a formal record of the counselling or action plan which will include details about the ways in which the employee's conduct needs to change or improve and the time frames within which these changes or improvements must occur.

72.2 A record will be made and provided to the employee and the employee given an opportunity to correct any inaccuracies and provide comments before signing the record. If the employee elects not to sign the record, then details of the offer will be clearly noted.

72.3 The manager/supervisor or the Chief Executive will invite the employee to have an employee representative present at the counselling and will allow reasonable opportunity for this to be arranged.

72.4 Where the manager/supervisor or the Chief Executive considers that the employee's conduct has not improved following counselling given in accordance with sub-clause 72.1, one or more of the discipline actions set out in sub-clause 71.1 may be taken in relation to the employee, subject the requirements of clause 67.3.

73 Suspension

73.1 Subject to these procedures, the Chief Executive may suspend an employee with pay or without pay where the Chief Executive is satisfied that it is in the public interest, the interests of the ACTPS or the interests of the Department that the employee be suspended while the alleged misconduct is investigated.

73.2 The Chief Executive will not normally suspend an employee without first informing the employee of the reasons for the proposed suspension and giving the employee the opportunity to be heard. However, the Chief Executive may suspend an employee first and then give the employee the reasons for the suspension and an opportunity to be heard, where, in the Chief Executive's opinion, this is appropriate in the circumstances.

73.3 In circumstances where an employee is suspended without pay:

- (a) the suspension will not be for more than thirty days, unless exceptional circumstances apply;
- (b) the employee may apply to the Chief Executive for permission to seek alternate employment outside the ACTPS for the period of the suspension or until the permission is revoked;
- (c) in cases of demonstrated hardship, the employee may access accrued long service leave and/or annual leave; and
- (d) the employee may apply to the Chief Executive for the suspension to be with pay on the grounds of demonstrated hardship.

73.4 The suspension will be reviewed every thirty days unless exceptional circumstances apply.

73.5 An employee suspended without pay and who is later acquitted of the criminal offence, or found not to have been guilty of the misconduct:

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- (a) is entitled to be repaid the amount by which the employee's salary was reduced; and
- (b) is entitled to be credited with any period of long service or annual leave that was taken.
- 73.6 Where an employee is suspended and later found guilty of a criminal offence (whether or not a conviction is recorded), or is found guilty of misconduct and is dismissed because of the offence or misconduct, a period of suspension under this clause does not count as service for any purpose, unless the Chief Executive determines otherwise.

74 Criminal charges

- 74.1 An employee must advise the Chief Executive in writing of any criminal charges laid against the employee where the employee has reasonable grounds for believing that the interests of the Department or of the ACTPS may be adversely affected, taking into account:
- (a) the circumstances and seriousness of the alleged criminal offence; and
- (b) the employee's obligations under section 9 of the PSM Act; and
- (c) the effective management of the employee's work area; and
- (d) the integrity and good reputation of the ACTPS and the Department; and
- (e) the relevance of the offence to the employee's duties.
- 74.2 Where criminal charges are laid against an employee and the interests of the Department or of the ACTPS may be adversely affected, the Chief Executive may suspend the employee in accordance with the suspension arrangements under clause 73.
- 74.3 If an employee is convicted of a criminal offence, or a court finds that an employee has committed such an offence but a conviction is not recorded, the employee will provide a written statement regarding the circumstances of the offence to the Chief Executive within seven calendar days of the conviction or the finding.
- 74.4 Where an employee is convicted of a criminal offence, or a court finds that an employee has committed such an offence but a conviction is not recorded, and the conviction or finding has adversely affected the interests of the Department or the ACTPS, the Chief Executive may take discipline action against the employee in accordance with clause 71.

75 Right of appeal

- 75.1 An employee has the right under Section T, Appeal Mechanism to appeal against any discipline action taken under this Section, and against any decision taken under this section to suspend the employee without pay, except action to terminate the employee's employment.
- 75.2 An employee may have an entitlement to bring an action under Chapter 3, Part 3-2 or Chapter 6, Part 6-4 of the Fair Work Act in respect of any decision under this Section to terminate the employee's employment. This will be the sole right of review of such a decision.
- 75.3 The appeal procedures under this Section apply to the exclusion of the rights of appeal and review under the PSM Act and the internal review procedures contained in Section S of this Agreement.

Section R - Communication and consultation

76 Freedom of association

- 76.1 The Department recognises that employees are free to choose whether or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of the employees' employment under this Agreement. The Department recognises that employees who choose to be members of a union have the right to choose to have their industrial interests represented by the union.

77 Right of existing and new employees to representation in the workplace

- 77.1 The Department acknowledges the rights of its employees to be represented and to meet with their representatives in the workplace. The Department recognises the legitimate right of the AEU to represent its employees who are members, or eligible to become members of the AEU.
- 77.2 Part 3-4 of the FW Act prescribes the purpose and manner under which the AEU may exercise its right of entry in the workplace. The Department will grant AEU access in accordance with the FW Act.
- 77.3 In addition, the Department will:
- (a) allow AEU officials and employees, who are permit holders, to enter Department workplaces for normal union business or to represent employees, to meet with management or members and to distribute or post material, provided that work is not disrupted.
 - (b) allow the AEU to meet with new Department employees who are members, or who are eligible to become members, of the AEU, at a time during normal working hours which the AEU and the Department agree upon, and of which the Department will advise the employees.
 - (c) provide all new Department employees with some form of induction program, including an induction package containing information about the AEU which the AEU has given the Department; and
 - (d) invite the AEU to attend any face-to-face induction of new Department employees, the details of which the Department will advise to the AEU contract officer or other nominated person with reasonable notice. Such attendance will be included as an integral part of the induction process and be for the purpose of delivering an information presentation including recruitment information to new Department employees.
- 77.4 The Department and the AEU acknowledge that AEU membership is voluntary and that the Department will not treat its employees differently in their employment because they are, or are not, AEU members.

78 Payroll Deduction for Union Fees

- 78.1 Upon request by the AEU, the Department will facilitate arrangements for payroll deductions for union fees. The Department agrees that it will not impose any limitations or impediments to an employee utilising payroll deductions for union fees that do not apply to other regular payroll deductions, such as health insurance.

79 Staff Organisation Leave

- 79.1 Subject to this clause, and upon application by a Department employee, the Department may grant leave to the employee to hold a full time office in a:
- (a) staff organisation;
 - (b) council of staff organisations; or
 - (c) credit union, co-operative society, building co-operative or similar body.

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- 79.2 To be eligible for leave to hold a non-elected office under this clause, the employee must, at the date at which the leave is proposed to begin, have been employed in the ACTPS or in the Australian Public Service for at least four years.
- 79.3 The Department may grant leave under sub-clause 79.1(c) only if the body referred to in sub-clause 79.1(c):
- (a) is incorporated; and
 - (b) is conducted by, or on behalf of, a staff organisation for the benefit of:
 - (i) the members of the staff organisation; or
 - (ii) all persons employed in the ACTPS.
- 79.4 Subject to sub-clause 79.5, leave granted under this clause counts as service only for the purposes of:
- (a) accruing sick leave; and
 - (b) calculating the period of service for Part 7 of the PSMA.
- 79.5 If the Department grants leave under sub-clause 79.1(a) for the employee to take up an honorary office:
- (a) the first two months of such leave in each calendar year counts as service for all purposes; and
 - (b) leave in excess of two months in a calendar year does not count as service for any purpose other than ongoing eligibility to access the provision provided by Part 8 sub-clause 172 (1) of the PSMA.
- 79.6 The maximum period of leave an employee is entitled to under this clause is:
- (a) the period for which the employee is elected to office; or
 - (b) in the case of a non-elected office, three years.
- 79.7 To assist employees this clause will be reproduced as Department policy.

80 Cooperation and facilities for union representatives

- 80.1 For the purpose of ensuring that an AEU representative, who is an employee of the Department, can effectively fulfil the employee representative role under this Agreement, the Department and the AEU agree to the provisions in this clause.
- 80.2 Reasonable access to Department facilities, including the internal courier service, access to the ACT Government communication systems, telephone, facsimile, photocopying, access to meeting rooms and storage space, will be provided to AEU representatives to assist them to fulfil employee representative obligations, duties and responsibilities having regard to the Department's statutory, operational requirements and resources.
- 80.3 In addition to the Department facilities outlined in sub-clause 80.2, where available, an AEU representative who is an employee of the Department will be able to establish designated Outlook public folders which will provide a collaborative electronic workspace to improve the flow of information.
- 80.4 The use of Department facilities will be in accordance with published government policies and for matters other than for industrial action.
- 80.5 AEU representatives, who are employees of the Department, will be provided with adequate paid time, as required by the responsibilities of the position, to undertake duties to represent employees during normal working hours. While these duties would normally be expected to be performed within the workplace, on occasions the AEU representative may be required to conduct these duties external to the workplace.

81 Attendance at industrial courses

- 81.1 For the purpose of allowing Department employees to understand their rights and entitlements under relevant enterprise agreements, the Department will, upon application by a Department employee, grant leave to the employee to attend short training courses on the following conditions:
- (a) that operating requirements permit the grant of leave;
 - (b) that the scope, content and level of the course is such as to contribute to a better understanding of industrial relations;
 - (c) leave granted under this clause will be with full pay, not including shift and penalty payments or overtime; and
 - (d) each employee may be granted up to a maximum of 15 days or shifts leave under this clause in each calendar year.
- 81.2 If an employee applied for leave under sub-clause 81.1 and the Department rejected the application because of operational requirements, the Department will not unreasonably withhold approval of any subsequent leave for the employee under sub-clause 81.1, provided that the employee gives his or her manager or supervisor at least 14 days or shifts notice in advance.
- 81.3 The Department will accept any short course conducted or accredited by a relevant employee organisation (for example, the AEU, the Australian Council of Trade Unions or the ACT Trades and Labour Council) as a course to which sub-clause 81.1 applies.
- 81.4 Leave granted under this clause will count as service for all purposes.

82 Consultation

- 82.1 The Department and the AEU are committed to effective consultation and employee participation in decisions that affect an employee's employment. This is essential to the successful management of change.
- 82.2 Where there are proposals by the Department to introduce major changes in the organisation or to existing work practices, the Department will consult with affected employees.
- 82.3 For the purposes of this clause, employees may choose to be represented by the AEU or any other representative.
- 82.4 The Department will provide relevant information to assist the employees or the employees' representative to understand the reasons for the proposed changes and the likely impact of these changes so that the employees and their representatives are able to contribute to the decision making process.
- 82.5 For the purpose of providing effective consultation:
- (a) adequate time will be provided to employees or the employees' representative to consult with the Department.
 - (b) the Department and the AEU agree to the establishment of a formal consultation process with membership to be agreed by the Department and the AEU following commencement of this Agreement; and
 - (c) the establishment, where so agreed by the Department and the AEU, of additional levels of consultation to operate at the local level to deal with workplace specific issues.

83 Dispute avoidance/settlement procedures

- 83.1 The objective of these procedures is the prevention and resolution of disputes about:
- (a) matters arising in the workplace, including disputes about the interpretation or implementation of the Agreement; and

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- (b) the National Employment Standards.
- 83.2 For the purposes of this clause except where the contrary intention appears, the term 'parties' refers to 'parties to the dispute'.
- 83.3 The Department and the AEU agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of, disputes.
- 83.4 An employee who is a party to the dispute may appoint a representative (who may be the AEU) for the purposes of the procedures of this term.
- 83.5 In the event there is a dispute, the following processes will apply.
- 83.6 Where appropriate, the relevant employee(s) or the employee representative(s) will discuss the matter with their supervisor. Should the dispute not be resolved, it will proceed to the appropriate management level for resolution.
- 83.7 In instances where the dispute remains unresolved, the next appropriate level of management and employee(s) or the employee representative(s) will be notified and a conference will be arranged and a course of action for resolution of the dispute will be discussed.
- 83.8 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.
- 83.9 FWA may deal with the dispute in two stages:
- (a) FWA will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if FWA is unable to resolve the dispute at this first stage, FWA may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- 83.10 The parties agree that FWA may exercise any powers it has under Chapter 5 Part 5-1 Division 3 of the FW Act as are necessary for the just resolution or determination of the dispute.
- 83.11 A person may be assisted and represented at any stage in the dispute process in the FWA on the same basis as applies to representation before FWA under section 596 of the FW Act.
- 83.12 All persons involved in the proceedings under sub-clause 83.9 will participate in good faith.
- 83.13 Unless the parties to the dispute agree to the contrary, FWA will, in responding to the matter, have regard to whether a party has applied the procedures under this term and acted in good faith.
- 83.14 The parties to the dispute agree to be bound by a decision made by FWA in accordance with this term.
- 83.15 Despite the above, the parties may agree to submit the dispute to a body or person other than FWA. Where the parties agree to submit the dispute to another body or person:
- (a) all of the above provisions apply, unless the parties agree otherwise; and
 - (b) references to FWA in the above provisions will be read as a reference to the agreed body or person;
 - (c) all obligations and requirements on the parties and other relevant persons under the above provisions will be complied with; and
 - (d) the agreed body or person must deal with the dispute in a manner that is consistent with section 740 of the FW Act.

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- 83.16 While the parties are trying to resolve the dispute using procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the Department to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

84 Work organisation

- 84.1 An employee agrees to carry out all lawful and reasonable directions of the employer according to the requirements of the work and the employee's skill, experience and competence, in accordance with this Agreement, and without deskilling the employee.
- 84.2 An employee will not, unless this is done in the course of the employee's duties or as required by law or by the Department, use or disclose to any person any confidential information about the Department's business that becomes known to the employee during the employee's employment.
- 84.3 The Department will not reveal to any person any medical, financial or personal details of the employee that the Department may have obtained, except with the permission of the employee or where the Department is under a legal obligation to do so.

85 Individual flexibility arrangements

- 85.1 Despite any other provision of this Agreement, the Department and an individual employee may agree to vary the application of certain provisions of this Agreement to meet the genuine needs of the Department and of the individual employee (an individual flexibility arrangement).
- 85.2 The provision the Department and the individual employee may agree to vary, but only to the extent provided for within the sub-clauses and clauses below are as follows: 144.3, 205.2, 208 and 209.
- 85.3 An individual flexibility arrangement made under this clause must:
- (a) be confined to a variation in the application of one or more of the terms listed in sub-clause 85.2;
 - (b) identify the clause of this Agreement that the Department and the employee have agreed to vary;
 - (c) set out details of the manner in which the Department and the employee have agreed to vary the clause;
 - (d) be about matters that would be permitted if the arrangement were an enterprise agreement; and
 - (e) not include a term that would be an unlawful term if the arrangement were an enterprise agreement.
- 85.4 An individual flexibility arrangement made under this clause must be genuinely agreed to by the Department and the individual employee.

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- 85.5 Except as provided in sub-clause 85.7 (b), an individual flexibility arrangement made under this clause must not include a provision that requires the individual flexibility arrangement to be approved, or consented to, by another person.
- 85.6 The Department must ensure that any individual flexibility arrangement made under this clause must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 85.7 The Department must ensure that an individual flexibility arrangement made under this clause must be in writing and signed:
- (a) in all cases by the employee and the Department; and
 - (b) if the employee is under 18, by a parent or guardian of the employee;
- 85.8 The Department must give the employee a copy of an individual flexibility arrangement made under this clause within 14 days after it is agreed to.
- 85.9 The Department must ensure that an individual flexibility arrangement made under this clause must be able to be terminated:
- (a) by either the employee, or the Department, giving written notice of not more than 28 days; or
 - (b) by the Department and the employee at any time if they agree, in writing, to the termination.
- 85.10 The right to make an individual flexibility arrangement under this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Department and an individual employee contained in any other provision of this Agreement.

86 Diversity in the workplace

- 86.1 The Department recognises and encourages the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. The Department aims to ensure that this diversity is used in appropriate employee contribution to effective decision-making and delivery of client service.
- 86.2 The Department will work with employees to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 86.3 Bullying and harassment and discrimination of any kind will not be tolerated. Accordingly, if the Department is made aware of instances, or reported instances, of bullying and harassment or discrimination, the Department will investigate the concerns as soon as possible
- 86.4 The investigation referred to in sub-clause 86.3 will be carried out in accordance with the processes described in Section Q: Misconduct and Discipline.

87 Occupational health and safety

- 87.1 The Department and the AEU are committed to promoting, achieving and maintaining the highest levels of health and safety for all ACTPS employees.
- 87.2 The Department will take all reasonable steps and precautions to provide a healthy, safe and secure workplace for the employee.
- 87.3 The Department and all employees will act in a manner that is consistent with the *Work Safety Act 2008*.
- 87.4 Further details on Occupational health and Safety are contained in Part 2 clause 194.

88 Privatisation

- 88.1 In order to promote job security of employees, privatisation of a government entity may only occur where:
- (a) the entity does not perform a role central to the functions of government; and
 - (b) disadvantaged groups would not be negatively affected by the privatisation; and
 - (c) a social impact statement has been completed which indicates that there is a demonstrated public benefit from the sale.
- 88.2 In the event that privatisation of the Department or a service or services currently supplied by the Department is under consideration, the Department and the AEU will consult on the implications for employees and the Department from these proposals.
- 88.3 Where such privatisation is under consideration, the Department will provide the necessary reasonable resources to develop an in-house bid and this bid will be prepared either off-site or on-site as determined by the Department and subject to consideration on equal terms to any other bid. An independent probity auditor will be appointed by the Department to oversee the assessment of the in-house bid.

89 Superannuation

- 89.1 In the event of changes to superannuation legislation during the life of this Agreement, the Department will consult with those affected regarding the changes.

Section S - Internal review procedures

90 Objectives and application

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

91 Decisions and actions excluded

- 91.1 The following decisions and actions are excluded from the rights of an employee to seek a review under procedures set out in this section (note this does not preclude the right to seek review under other processes):
- (a) actions regarding the policy, strategy, nature, scope, resourcing or direction of the ACTPS and agencies (see clause 82 of this Agreement for consultation on these actions);
 - (b) actions arising under Commonwealth or ACT legislation that concern domestic or international security matters;
 - (c) actions regarding superannuation (see relevant superannuation legislation for complaints and appeals, in particular the *Superannuation Industry Superannuation Supervision Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*);
 - (d) actions regarding workers' compensation (see the *Safety, Rehabilitation and Compensation Act 1988* for reviews and appeals);

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- (e) decisions to terminate the appointment of an officer on probation;
 - (f) decisions on classification of an office;
 - (g) actions arising from the discipline procedures of this Agreement (see sub-clause 95.2 of this Agreement for appeals on these decisions);
 - (h) actions arising from the under-performance procedures of this Agreement (see sub-clause 95.2 of this Agreement for appeals on these decisions);
 - (i) actions regarding the setting of rates of pay or conditions of employment under an award or agreement made under the FW Act or under the PSM Act or Standards;
 - (j) decisions that another employee perform the duties of a higher office for periods up to and including six months (see Division 5.6 of the PSM Act);
 - (k) decisions that another employee perform the duties of a higher classification (with a salary less than that of a School Leader C or equivalent classification) for periods greater than six months if the vacancy was advertised (see sub-clause 95.2 of this Agreement for appeals on these decisions);
 - (l) decisions to promote or appoint an employee or to engage an employee on a temporary contract (see sub-clause 95.2 of this Agreement for appeals on promotion or appointment decisions);
 - (m) decisions to transfer or promote another employee to an advertised vacancy where the officer or employee was not an applicant (see Division 5.5 of the PSM Act);
 - (n) decisions to transfer an employee within the Department (see section 83 of the PSM Act).

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

92 Initiating a review

92.1 An employee, or the employee's representative, has the right to apply for a review of any action or decision in relation to the employee's employment, unless the action or decision is specifically excluded under this section.

92.2 An employee, or the employee's representative, may initiate a review under this section by making an application to the Chief Executive that:

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

93 Chief Executive powers and responsibilities

93.1 Where appropriate, and agreed by the employee who made the application under clause 92, or the employee's representative, the Chief Executive must consider mediation as an option before arranging for a full investigation under sub-clause 93.3. The mediator will be agreed between the employee and the Chief Executive.

93.2 In the event that mediation does take place and that it resolves the issues raised in the application, then no further action is required under these procedures. In that event a formal written statement that the issue has been resolved must be signed by the employee and the Chief Executive.

93.3 Subject to sub-clauses 93.1 and 93.2, the Chief Executive must arrange for an application made under clause 92 to be investigated by an independent person (the nominee) who may be:

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- (a) a Department employee whose classification is School Leader C or equivalent or higher who was not involved in the original action and who is agreed by the employee or the employee's representative, such agreement not to be withheld unreasonably;
- (b) a person agreed by the AEU nominated from a list approved by the Commissioner for Public Administration; or
- (c) an officer whose classification is School Leader C or equivalent or higher from another ACTPS Agency and who is agreed by the employee or the employee's representative, such agreement not to be withheld unreasonably.
- 93.4 The Chief Executive may determine the process under which an application is reviewed, subject to the principles set out in sub-clause 93.5.
- 93.5 The nominee must have due regard to the principles of natural justice and procedural fairness and act with as little formality and as quickly as practicable consistent with a fair and proper consideration of the issues. This includes but is not limited to:
- (a) fully informing the employee of all relevant issues and providing access to all relevant documents; and
- (b) providing reasonable opportunity for the employee to respond; and
- (c) advising the employee of the employee's rights to representation.
- 93.6 The nominee may recommend to the Chief Executive that an application should not be considered on any of the following grounds:
- (a) the application concerns a decision or action that is excluded under sub-clause 91.1; or
- (b) a period of 28 days has elapsed since the employee was advised of the decision except where extenuating circumstances exist; or
- (c) the employee has made an application regarding the decision to a court or tribunal, or where the nominee believes it is more appropriate that such an application be made; or
- (d) the nominee believes on reasonable grounds that the application:
- (i) is frivolous or vexatious; or
- (ii) is misconceived or lacks substance; or
- (iii) should not be heard for some other compelling reason.
- 93.7 The Chief Executive must either confirm a recommendation made by the nominee under sub-clause 93.6 that an application should not be considered or arrange for another nominee to consider the application.
- 93.8 The Chief Executive will inform the employee in writing, within 14 days of the date of any decision under sub-clause 93.7, including, the reasons for any decision not to consider the application.

Procedures where the subject of the application is not an action of the Chief Executive

- 93.9 If the nominee does not make a recommendation under sub-clause 12.6, then that person must investigate the application. The nominee will then, subject to sub-clause 93.14, make a written report to the Chief Executive containing recommendations on whether the action that led to the application should be confirmed or varied or that other action be taken. A copy of this report will be provided at the same time to the applicant.
- 93.10 Where the Chief Executive under sub-clause 93.7 refers an application for review to another nominee, that nominee must investigate the application. That nominee will then, subject to sub-clause 93.14, make a written report to the Chief Executive containing recommendations on whether the action that led to the application

should be confirmed or varied or than other action be taken. A copy of this report will be provided to the applicant at the same time.

- 93.11 The applicant may respond to any aspects of the report. Such a response must be in writing and be provided to the Chief Executive within five working days of the applicant receiving the report.
- 93.12 The Chief Executive, after considering the report from the nominee and any response by the applicant to the report of the nominee, may:
- (a) confirm the original action;
 - (b) vary the original action; or
 - (c) take any other action the Chief Executive believes is reasonable.
- 93.13 The Chief Executive will inform the applicant in writing, within 14 days, of any action under sub-clause 93.12, including the reasons for the action.

Procedures where the subject of the application is an action of the Chief Executive

- 93.14 Where the subject of the application is an action of the Chief Executive, the written report of the nominee under sub-clause 93.9 or sub-clause 93.10 will be made to the Commissioner for Public Administration. A copy of this report will be provided to the applicant at the same time.
- 93.15 The Commissioner for Public Administration may, after considering the report from a nominee, recommend to the Chief Executive that:
- (a) the original action be confirmed; or
 - (b) the original action be varied; or
 - (c) other action be taken.
- 93.16 The Chief Executive, after considering the report from the Commissioner for Public Administration, may:
- (a) accept any or all of the report's recommendation(s) and take such action as necessary to implement the recommendation(s); or
 - (b) not accept the report's recommendation(s) and confirm the original action.
- 93.17 If the Chief Executive does not accept any one of the recommendation(s) of the Commissioner for Public Administration under sub-clause 93.15, the Chief Executive will:
- (a) provide written reasons to the Commissioner for Public Administration for not accepting the recommendation(s); and
 - (b) provide the applicant, within 14 days, with written reasons for not accepting the recommendation(s).
- 93.18 If the Chief Executive does not accept any one of the recommendation(s) of the Commissioner for Public Administration under sub-clause 93.15, the Commissioner may report on this outcome in the Commissioner's State of the Service Report.

94 Right of external review

- 94.1 The employee, or the employee's representative, may seek a review of a decision of the Chief Executive under sub-clause 93.12 or sub-clause 93.16 by an external tribunal or body, including FWA.
- 94.2 The parties agree that FWA will be empowered to resolve the matter in accordance with the powers and functions set out in clause 83 of this Agreement. The decision of FWA will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench in accordance with appeal rights the parties have under clause 83.

Section T - Appeal mechanism

95 Objective and application

- 95.1 This section sets out an appeal mechanism for an employee where the employee is not satisfied with the outcome of decisions described in the following clause.
- 95.2 This appeal mechanism will apply to:
- (a) decisions to take discipline action under Section Q of this Agreement, except a decision to terminate the person's employment or a decision to suspend an employee with pay;
 - (b) decisions arising from under-performance action under Section P of this Agreement, except a decision to terminate the person's employment; and
 - (c) decisions taken in relation to an employee's eligibility for benefits under sub-clauses 106 to 108, the amount of such benefits, the amount payable by way of income maintenance under clause 110, and the giving of an involuntary notice of redundancy or notice of reduction in classification under clauses 108 and 109.
- 95.3 An employee may have an entitlement to bring an action under Chapter 3, Part 3-2 or Chapter 6, Part 6-4 of the FW Act in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.
- 95.4 This section will apply to the exclusion of the grievance and promotion/temporary performance appeal provisions contained in the PSM Act.

96 Initiating an appeal

- 96.1 An employee, or the employee's representative, may initiate an appeal under these procedures by making an application to the convenor of appeal panels that:
- (a) is in writing; and
 - (b) describes the action taken or to be taken, the reasons for the application and the outcome sought; and
 - (c) is received by the convenor of appeal panels within seven days of being notified of the decision to take the action and, in the case of promotion, within 14 days of being notified of the decision.

97 Composition of the appeal panel

- 97.1 The Chief Executive will nominate a person, or position, to be the convenor of the appeals panel, who may be from the Department or from another ACTPS Agency.
- 97.2 Where an application is received by the convenor of the appeals panel within the timeframe set out in sub-clause 96.1 the convenor of appeal panels will set up an appeal panel.
- 97.3 The appeal panel will comprise an employer nominee, a person nominated by the AEU and a chairperson, where:
- (a) the chairperson is chosen from a list approved by the Commissioner for Public Administration in consultation with the AEU or, in the case of an appeal relating to a promotion decision, an agreed person; and
 - (b) a chairperson chosen from the list is so chosen on a rotational basis, unless there is an identified conflict of interest, in which case the next person on the list would be chosen.
- 97.4 The convenor may only be a member of an appeal panel with the agreement of the applicant.
- 97.5 A person is not eligible to be a member of an appeal panel if that person was involved in the decision that is the subject of the application.

98 General powers and role of the appeal panel

- 98.1 In considering an application, the appeal panel must act in accordance with the principles of natural justice and procedural fairness. Proceedings of the appeal panel are to be conducted with as little formality and as quickly as practicable consistent with a fair and proper consideration of the issues.
- 98.2 The applicant may be represented by an employee representative, or, with the consent of the appeal panel, by a legally qualified person.
- 98.3 The appeal panel will have the discretion to decide not to investigate the application, or, if it has commenced investigating the application, to decide not to proceed further if, in the opinion of the panel:
- (a) the application is frivolous or vexatious, or not made in good faith; or
 - (b) the employee may apply to another person or authority about the application and it would be more appropriate for it to deal with the action; or
 - (c) an investigation or further investigation of the application is not warranted.

99 Powers of the appeal panel – other matters

- 99.1 After investigating any application under this clause other than an appeal about promotion or temporary transfer, the appeal panel, subject to sub-clause 99.3, will make a written report containing recommendations to the Chief Executive. A copy of this report will be provided to the applicant at the same time.
- 99.2 Where the subject of an application under this clause is a decision of the Chief Executive then the appeal panel, after investigating the application, will make a written report containing recommendations to the Commissioner for Public Administration. A copy of this report will be provided to the applicant at the same time.
- 99.3 In making recommendations to the Chief Executive under sub-clause 99.1 or to the Commissioner for Public Administration under sub-clause 99.2, the appeal panel:
- (a) must provide the reasons for its recommendations; and
 - (b) may request the Chief Executive or the Commissioner for Public Administration, whichever is applicable, to inform other relevant parties of its recommendations.
- 99.4 The Chief Executive, after considering the report from an appeal panel under sub-clause 99.1, will make a decision on any recommendation in the report and inform the applicant in writing of the reasons for that decision, within 14 days of receiving the report.
- 99.5 The Commissioner for Public Administration, after considering the report from an appeal panel under sub-clause 99.2, will recommend to the Chief Executive that the decision that is the subject of the application:
- (a) be confirmed; or
 - (b) be varied; or
 - (c) other action taken.
- 99.6 If the Chief Executive does not accept the recommendations of the Commissioner for Public Administration under sub-clause 99.5, the Chief Executive will:
- (a) provide written reasons to the Commissioner for Public Administration for not accepting the recommendations; and
 - (b) provide the applicant, within 14 days, with written reasons for not accepting the recommendations.

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- 99.7 If the Chief Executive does not accept the recommendations of the Commissioner for Public Administration under sub-clause 99.5, the Commissioner for Public Administration may report on this outcome in the Commissioner for Public Administration's State of the Service Report.

100 Costs

- 100.1 The Department will not be liable for any costs associated with representing an applicant in these procedures.

101 Right of external review

- 101.1 The employee or the employee's representative may seek a review by FWA of a decision of the Chief Executive under sub-clause 99.4 or sub-clause 99.6.
- 101.2 The parties agree that FWA will be empowered to resolve the matter in accordance with the powers and functions set out in clause 83 of this Agreement. The decision of FWA will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench in accordance with appeal rights the parties have under clause 83.

Section U - Redeployment and redundancy

102 Application

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

103 Definitions

- 103.1 Excess officer means an officer who has been notified in writing by the Department that he or she is excess to the Department's requirements because:
- (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; or
 - (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.
- 103.2 Potentially excess officer means an officer who is likely to become actually excess in a foreseeable space of time.

104 Consultation

- 104.1 Where it appears to the Chief Executive that a position is likely to be either potentially or actually excess to the Department's requirements, and prior to any individual employee(s) being identified, the Chief Executive will, at the earliest practicable time, advise and discuss with the AEU the following issues (as appropriate in each case):
- (a) the number and classification of officers in the part of the Department affected;

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- (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;
 - (h) the appropriateness of using voluntary retirement; and
 - (i) whether it is appropriate for involuntary retirement to be used if necessary.
- 104.2 No information that would identify any individual officers will be provided by the Department under this section.
- 104.3 The discussions under sub-clause 104.1 will take place over such time as is reasonable, taking into account the complexity of the restructuring and need for potential excess officer situations to be resolved quickly. Any use of involuntary retirement will be agreed between the Department and the AEU at this stage and will not be used without the written agreement of the Department and the AEU.
- 104.4 Except where a lesser period is agreed between the Chief Executive and the officers, an officer will not, within one month after the AEU has been advised under sub-clause 104.1, be invited to volunteer for retirement nor be advised in writing that he or she is excess to the Department's requirements.
- 104.5 The Chief Executive will comply with the notification and consultation requirements for trade unions and Centrelink about terminations set out in Chapter 3 Part 3-2 or Chapter 6, Part 6-4 of the FW Act.

105 Information provided for officer

Informal advice

- 105.1 At the point where individual employees can be identified, the Chief Executive will advise the officer(s) that a position(s) is likely to become excess and that the employee may be affected. In that advice the officer(s) will also be advised that the officer may be represented by an employee representative at subsequent discussions. The Chief Executive will discuss with the officer(s) and, where chosen, the employee representative(s) the issues dealt with in sub-clauses 104.1(a) through (i), as appropriate in each case.
- 105.2 The Department will, at the first available opportunity, inform all officers likely to be affected by an excess staffing situation of the terms and operation of this section.

Formal notification

- 105.3 The notification of an officer's potentially excess status will only be given when the consultation required under sub-clause 104.1 and the consultation required under sub-clause 105.1 has taken place. Following such consultation, where the Chief Executive is aware that an officer is potentially excess, the Chief Executive will advise the officer in writing.
- 105.4 To allow an excess officer to make an informed decision on whether to submit an election to be voluntarily retired, the officer must have access to advice on:

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- (a) the sums of money the officer would receive by way of severance pay, pay instead 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.
- 105.5 The Department will supplement the costs of independent, accredited financial counselling incurred by each officer who has been offered voluntary redundancy up to a maximum of \$1000. The Department will authorise the accredited financial counsellors to invoice the Department directly.

106 Voluntary redundancy

- 106.1 At the completion of the discussions in accordance with clause 104, the Chief Executive may invite officers to elect to be made voluntarily redundant under this clause.
- 106.2 Where the Chief Executive invites an excess officer to elect to be made voluntarily redundant, the officer will have a maximum of one calendar month from the date of the offer in which to advise the Chief Executive of the officer's election, and the Chief Executive will not give notice of redundancy before the end of the one month period.
- 106.3 Subject to sub-clause 106.4, where the Chief Executive approves an election to be made redundant and gives the notice of retirement in accordance with the PSM Act, the period of notice will be one month, or five weeks if the officer is over 45 years old and has completed at least two years continuous service.
- 106.4 Where the Chief Executive so directs, or the officer so requests, the officer will be retired at any time within the period of notice under sub-clause 106.3, and the officer will be paid in lieu of salary for the unexpired portion of the notice period.

107 Severance benefit

- 107.1 An officer who elects to be made redundant in accordance with this clause will be entitled to be paid either of the following, whichever is the greater:
- (a) a sum equal to two weeks of the officer's salary for each completed year of continuous service, plus a pro rata payment for completed months of continuous service since the last year of continuous service. The maximum sum payable under this paragraph will be 48 weeks salary; or
 - (b) 26 weeks salary.
- 107.2 For the purpose of calculating any payment instead of notice or part payment there, of the salary an officer would have received had he or she been on annual leave during the notice period, or the unexpired portion of the notice period as appropriate, will be used.
- 107.3 For the purpose of calculating payment under sub-clause 107.1:
- (a) where an officer has been acting in a higher position for a continuous period of at least twelve months immediately preceding the date on which he or she receives notice of retirement, the salary level will be the officer's salary in such higher position at that date;
 - (b) the inclusion of other allowances, being allowances in the nature of salary, will be with the approval of the Chief Executive.
- 107.4 Where a redundancy situation affects a number of officers engaged in the same work at the same level, elections to be made redundant may be invited.

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

108 Redeployment

108.1 Redeployment of potentially excess and excess officers will be in accordance with the officer's experience, ability and, as far as possible, the officer's career aspirations and wishes.

108.2 The Department will consider potentially excess and excess officers from other ACTPS agencies in isolation for vacancies at the officers' substantive level.

108.3 Excess officers (potential or actual) have absolute preference for transfer to positions at the officers' substantive level and must be considered in isolation from other applicants for any vacancy within the ACTPS. 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. For the purposes of this clause substantive level means the same classification or a classification where the maximum salary does not exceed the top increment of the officer's current classification by more than ten percent.

108.4 The Department will make every effort to facilitate the placement of an excess officer, both within the Department and to other ACTPS agencies.

108.5 The Department will arrange reasonable training that would assist the excess officer's prospects for redeployment.

108.6 The Department will provide appropriate internal assistance and career counselling and assist as necessary with the preparation of job applications.

108.7 An excess officer who does not accept voluntary redundancy is entitled to a seven month retention period.

108.8 The retention period will commence:

- (a) on the day the officer is advised in writing by the Chief Executive that he or she is an actually excess officer; or
- (b) in the case of an officer who is invited by the Chief Executive to submit an election to be retired, one month after the day on which the election is invited;

whichever is the earlier.

108.9 The Chief Executive may reduce the officer in classification and place the officer in a specific position within the Department, where the officer:

- (a) (i) was found unsuitable in a merit selection process for three separate positions; or
(ii) has not applied for at least three separate positions, for which the officer could reasonably be expected to be qualified to perform, either immediately or in a reasonable time; and
- (b) cannot be placed in gainful employment at the officer's substantive level at the end of the retention period, and
- (c) the officer agrees.

108.10 The agreement of the officer to be reduced in classification as required in sub-clause 108.9(c) will not be unreasonably withheld.

108.11 Despite the above, if, at the end of the retention period, the Chief Executive is of the opinion that there is insufficient productive work available for the excess officer, the Chief Executive may, subject to the agreement of the officer, such agreement not to be unreasonably withheld, reduce the officer in classification in order to place the officer in a specific position in the Department.

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- 108.12 An excess officer will not be reduced in classification if he or she has not been invited to elect to be voluntarily retired with benefits, or has made such an election and the Chief Executive refuses to approve it.
- 108.13 Where the Chief Executive proposes to reduce an excess officer's classification, 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 and has completed at least two years of continuous service. This notice period will, as far as practicable, be concurrent with the seven month retention period.

109 Involuntary retirement

- 109.1 An excess employee may be made involuntarily redundant, with the agreement of the AEU. This clause applies to excess employees who are not:
- (a) retired with consent;
 - (b) redeployed to another position; or
 - (c) reduced in classification.
- 109.2 The employee may be involuntarily retired subject to the agreement of the AEU, such agreement not to be withheld if, during or after six months from the date the employee was declared excess, the employee:
- (a) does not wish to accept a transfer in accordance with section 83 of the PSM Act; or
 - (b) has refused to apply for, or be considered for, a position for which the employee could reasonably be expected to be qualified to perform, either immediately or in a reasonable time.
- 109.3 Where the Chief Executive believes that there is insufficient productive work available for an excess officer during the retention period, the Chief Executive may make the officer involuntarily redundant before the end of the retention period.
- 109.4 An excess officer will not be involuntarily retired if he or she has not been invited to elect to be voluntarily retired with benefits, or has made such an election and the Chief Executive refuses to approve it.
- 109.5 Where the Chief Executive involuntarily retires 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 and has completed at least two years of continuous service. This notice period will, as far as practicable, be concurrent with the seven month retention period.

110 Income maintenance payment

- 110.1 An officer who has been receiving a higher rate of salary for a continuous period of at least twelve months and who would have continued to receive that salary rate except for the declaration of excess, will be considered to have the higher salary rate.
- 110.2 This salary will be known as the income maintenance salary. The income maintenance salary, where applicable, will be used for the calculation of all conditions and entitlements under this clause.
- 110.3 The income maintenance salary exists for the retention period or the balance of the retention period.
- 110.4 If an officer is involuntarily retired, the entitlements, including paying out the balance of the retention periods, where applicable, will be calculated on the income maintenance salary rate. If an officer is involuntarily retired during the retention periods the officer's date of retirement is the date that the officer would have retired after the retention period ceased, not the date of the involuntary retirement. All final entitlements will be calculated from the latter date.

110.5 If an officer is involuntarily reduced in classification during the retention period, the officer will be entitled to be paid at the income maintenance salary rate for the balance of the retention period.

110.6 All allowances in the nature of salary will be included in determining the income maintenance salary rate.

111 Leave and expenses to seek employment

111.1 At any time after the officer has been advised under sub-clause 105.3 of being potentially excess, the officer is entitled to paid leave to seek alternative employment. Leave granted under this clause will be for periods of time to examine the job and to attend interviews. Reasonable travelling time will also be granted.

111.2 The officer will be entitled to any reasonable fares and other incidental expenses if these are not met by the prospective employer.

112 Use of sick leave

112.1 The use of sick leave will not extend the retention periods of an officer unless these periods are supported by a medical certificate and/or are of such a nature as to make the seeking of employment during certificated personal leave inappropriate.

112.2 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.

113 Appeals

113.1 Without affecting the officer's rights under the FW Act, an excess officer has the right under Section T to appeal any decision taken in relation to the officer's eligibility for benefits under clauses 106 to 108 of this Section, the amount of such benefits, or the amount payable by way of income maintenance under clause 110.

113.2 An excess officer has the right under Section T. to appeal against the giving, in accordance with clauses 108 and 109 of this Section, of a notice of involuntary redundancy or notice of reduction in classification.

114 Agreement not to prevent other action

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

115 Re-engagement of previously retrenched officers

115.1 Officers who are involuntarily retired from the ACTPS can apply for further employment in the ACTPS without the PSM Act requirement for a one year break in service.

115.2 Officers who elect to be made voluntarily redundant under clause 106 cannot be re-engaged by the ACTPS within two years of the date of the officers' separation from the ACTPS, except with the written consent of the Commissioner for Public Administration.

Section V - Medically unfit staff

116 Transfer of medically unfit staff

116.1 This clause does not apply to casual employees.

116.2 A medically unfit employee is an employee who is considered by the Chief Executive, in accordance with paragraph (a), sub-section 143(1) of the PSM Act, to be an employee who is unable to perform duties appropriate to the employee's classification because of physical or mental incapacity.

116.3 Despite the provisions of sub-section 56(3) and paragraphs (c) and (e) of sub-section 65(1) of the PSM Act, a medically unfit employee may, by agreement with

the employee, be transferred to any position within the officer's current skill level and experience, the classification of which has a maximum salary which does not vary from the top increment of the employee's classification by more or less than 10 percent.

- 116.4 An employee will not be redeployed in accordance with sub-clause 116.3 unless there is no suitable vacant position at the employee's substantive classification within the Department.
- 116.5 In considering any proposed transfer under this clause, the employee may invite the AEU or other representative to assist the employee.

Section W - Management or government initiated transfers

117 Gaining employees

- 117.1 Despite anything to the contrary in the PSM Act, this Section applies where the Department:
- (a) gains the holder of an office (a new employee) who has been transferred under section 15(5) of the PSM Act; or
 - (b) gains an employee (a new employee) under section 16(2) of the PSM Act; or
 - (c) gains an unattached officer (a new employee) under section 119 of the PSM Act; or
 - (d) gains an employee (a new employee) as a result of a management initiated transfer or transfer arising from changes to the Administrative Arrangement Orders.
- 117.2 Subject to sub-clauses 117.3 and 117.4, the terms and conditions of this Agreement will apply to the new employee.
- 117.3 In applying the terms and conditions of this Agreement to a new employee, the Chief Executive will determine, following transfer of the employee to this Department, the salary and classification of the new employee according to the following principles:
- (a) the Chief Executive will determine the new employee's classification (called the "new classification") for the purposes of this Agreement and the conditions of employment (excluding salary) will be solely in accordance with the conditions applicable to that classification under this Agreement with accrued entitlements being preserved in accordance with clause 118;
 - (b) if the new employee's current salary (after any necessary adjustments required by clause 118) is within the range of salaries for the new classification, the new employee will continue to receive that salary;
 - (c) if the lowest salary in the range of salaries applicable to the new classification is higher than the new employee's current salary, the employee's salary will be increased to the lowest salary applicable to the new classification or the appropriate relativity in the new incremental range;
 - (d) if the highest salary in the range of salaries applicable to the new classification is less than what the new employee is currently being paid then:
 - (i) the employee's salary will be frozen at its current level; and
 - (ii) despite anything to the contrary in this Agreement, the employee will not receive any increase in pay unless and until the highest salary applicable to the employee's classification under this Agreement equals or exceeds the employee's current salary, at which time the

employee will receive the highest salary applicable to the employee's classification under this Agreement together with any future increases under this Agreement.

117.4 A new employee who, at the time the employee was transferred to the Department, was working under approved flextime arrangements, will be entitled to continue the flextime arrangements in the Department. This provision will apply unless otherwise agreed by the Department and the employee, or until a new workplace agreement is lodged under the FW Act.

117.5 The provisions of the PSM Act dealing with promotions or transfers do not apply to anything done in connection with the implementation of this section. In particular, any increase in a new employee's salary or classification is deemed not to be a promotion and does not require the new employee's position to be advertised.

118 Preservation of accrued entitlements

118.1 New employees will not lose the benefit of accrued entitlements upon joining the Department. Accordingly, the new employee's overall level of accrued entitlements will be preserved according to the following principles:

- (a) where the accrued entitlements are consistent with this Agreement, these entitlements will be preserved but may only be accessed in a manner consistent with the provisions of this Agreement;
- (b) where the accrued entitlements are not consistent with the Agreement and/or cannot be accessed in a manner consistent with this Agreement, then these entitlements will be converted into entitlements or benefits consistent with this Agreement at the discretion of the Chief Executive in consultation with the employee.

118.2 This clause must be implemented in such a way that an employee is no worse off in terms of the overall level of accrued entitlements.

119 Establishment of a new ACTPS agency

119.1 An employee who is transferred under a management-initiated or Government-initiated change to a new ACT Government agency and who continues to be employed under the PSM Act will continue to be covered by the terms and conditions of this Agreement for 12 months after separation from the Department, or the date of operation under the FW Act for an enterprise agreement for the new ACT Government agency whichever occurs first.

120 Appeal rights

120.1 A new employee may seek a review under Section S about decisions made under this section affecting the employee's terms and conditions of employment in the gaining agency.

PART 2 DEPARTMENT SPECIFIC PROVISIONS

Section X - Technical matters

121 Special employment arrangements

- 121.1 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.
- 121.2 The terms and conditions are to be agreed between the Department and the AEU.
- 121.3 The application of the arrangements to individual teachers will be the Department's decision.

122 Locating departmental policy and procedure documents

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

Section Y - Structural matters

123 Classification and local designations

- 123.1 Under this Agreement the names of teaching classifications are as follows:

Current classifications	Local designations including:
Classroom Teacher	Teachers
School Leader C	Executive Teachers, Project Officers
School Leader B	Deputy Principals, Special Project Officers, Assistant Managers
School Leader A	Principals (Category 2-5), Managers, Principal Project Officers

124 School leadership group

- 124.1 School leadership involves wider responsibilities than simply those of the principal. All teachers have responsibilities to promote a positive teaching and learning environment; the key responsibility for leadership rests with the school leadership group.
- 124.2 School leaders have an increased level of responsibility for activities including leadership, management and administration. The school leadership group structures have been amended to address workload issues. Necessary adjustments will be made to staffing point entitlements and site allowances to ensure that there is no negative impact on teaching time capacity.
- 124.3 The school leadership group will include all principals, deputy principals and executive teachers.
- 124.4 Specific provisions relating to the school leadership group are at Section JJ.

125 School categories

- 125.1 School categories are based on total school budget allocation. The total school budget is the school's salary budget (staffing points allocation converted to a monetary value with reference to the relevant salary rates) and the appropriate

school based management (SBM) allocation. School categories are determined by the budget band within which the total school budget lies. For 2009, the budget bands were:

Category	Budget band
5	>\$5.0m
4	>\$2.6m to \$5.0m
3	\$1.3m to \$2.6m
2	<\$1.3m

125.2 Annual adjustment of school categories

- (a) Following February census each year, the budget bands are adjusted to reflect changes in factors such as staff numbers, salaries and SBM allocations. Each school will be advised of its school category and budget limit by 1 April each year. Any reclassification will take effect from the first pay period on or after 1 April each year.
- (b) A revised list will be published by the Department on its intranet following adjustments applied from 1 April each year.

125.3 All office based School Leader A (manager) positions will be Category 5 unless additional advancements are determined in this agreement.

125.4 When changes to school category occur, the following will apply.

- (a) If the salary applicable to the changed school category is less than the salary currently applicable to the principal at that school, the following will apply in the first 12 months following change of category, unless otherwise determined by the Chief Executive:
 - (i) the base salary will be frozen at the level applicable to the school immediately prior to change of category until the new school salary for that category exceeds this salary; and
 - (ii) principals will be given transfer entitlement and considered for transfer to vacancies at School Leader A classification for which they apply.
- (b) At the end of the 12 months from the date of change in school category, a principal who has not moved from their current placement will be deemed to have accepted continuing placement, under the new category determination, and salary level will be adjusted accordingly unless the Chief Executive determines otherwise.

125.5 During the life of this Agreement schools may be changed to the appropriate category when:

- (a) the principal position becomes vacant: or
- (b) the total school budget changes as a result of budget review; or
- (c) required due to the implementation of proposed system restructures.

125.6 Where a school's budget reclassification:

- (a) moves the schools category by at least two salary points, including advancements, the position will be declared vacant and advertised accordingly and the principal will be treated in accordance with sub-clause 125.4(a)(ii);
- (b) does not require the position to be declared vacant under sub-clause 125.6 (a) the principal will be confirmed at the new category level;

- (c) reduces the school's category level, the school will be placed on review until the next February census data is available, and the principal will be treated in accordance with sub-clause 125.4(a)(ii).
- 125.7 A school under review as outlined in sub-clause 125.6(c) will be reconsidered when the next February census data is available. The school will be:
- (a) confirmed at its current level and removed from review; or
- (b) confirmed at the lower category level. In this case the principal will be entitled to
- (i) treatment in accordance with sub-clause 125.4(a)(ii);
- (ii) salary maintenance in accordance with sub-clause 125.4; and
- (iii) confirmation at the lower category level with appropriate salary adjustment if they have not moved to a different school by the following February census date, unless the Chief Executive determines otherwise.
- 125.8 The initial salary level of a principal position at a new school opened during the life of this Agreement will be determined by reference to the projected total school budget three years from opening.

126 Advancements

- 126.1 In addition to a principal's salary based on the school category, salary advancement will be paid in recognition of complexities that apply in the management of individual schools. Salary advancements are paid as salary for all purposes. The salary advancement is only paid while the principal continues to occupy the School Leader A position at the school.
- 126.2 The following complexity advancements apply:

Complexity	No. of advancements
Budget	
Category 5 school with a budget above \$7.0m	1
Category 4 school with a budget above \$2.95m	1
Category 3 school with a budget above \$2.2m	1
Enrolment	
Student enrolment in excess of 1250 students	1
Senior secondary requirements	
Management of the assessment and moderation requirements associated with offering a senior secondary program	1
Multiple provision	
Combinations of the four standard schooling provisions (years P-6, 7-10, 11-12 and special school). Combinations involving part of an additional schooling provision which exceeds 50% of the additional provision.	1 per additional provision
Combined services	
Combination of a schooling provision with: <ul style="list-style-type: none"> • an ACT Community Library • a CIT facility 	1 for a service 2 for more than one

<ul style="list-style-type: none"> • a Childcare Centre • a community Leisure Centre 	service
School specific	
Birrigai@Tidbinbilla	1
Jervis Bay	2

126.3 The total school budget levels for each budget complexity will be calculated each year following calculation of the school budget bands. The budget figures referred to in the table will be adjusted in accordance with sub-clause 125.2.

126.4 The Chief Executive may approve an advancement for other positions occupied by principals on a short-term or ongoing basis.

127 Minimum executive structure

127.1 To address workloads and areas of complexity the following minimum executive structure will continue to apply in schools.

- (a) Category 5+ and above schools will have a minimum of two deputy principals in recognition of additional complexity and seven executive teachers.
- (b) Category 5 schools will have a minimum of one deputy principal and seven executive teachers.
- (c) Category 4++ schools will have minimum of one deputy principal and six executive teachers.
- (d) With the exception of Black Mountain school, all category 4+ schools will have a minimum of one deputy and three executive teachers.
- (e) With the exception of Birrigai@Tidbinbilla and Jervis Bay, all category 4 schools, category 3+ schools and Black Mountain school will have a minimum of one deputy principal and two executive teachers.
- (f) Category 3 schools will have a minimum of one deputy principal and one executive teacher.
- (g) Birrigai@Tidbinbilla, Jervis Bay and all Category 2 schools, will have a minimum of one executive teacher with a reduced teaching load of twelve hours per week to provide administrative and executive support to the principal.

127.2 The Department and the AEU agree to review minimum executive structure provisions as required in light of proposed system restructures.

Section Z - Salary structure initiatives

128 Accomplished and Leading Teacher classifications

128.1 The proposed Accomplished and Leading Teacher classifications will be incorporated into this Agreement in the table at clause 221 in Annex A. Salary rates will be agreed between the Department and the AEU for the proposed Accomplished and Leading teacher classifications. These rates will include a minimum salary of \$100,000 for the Leading Teacher classification.

128.2 Access to the new classifications under the National Teaching Professional Framework and Standards, including the methods of appointment and the timetables for implementation, will be activated following negotiation and agreement between the Department and the AEU.

129 Salary relativities

129.1 The relativities within and between classroom teacher and school leader classifications, including a model based on multiples of X where X is the graduate teacher rate of salary, will be considered by the Department and the AEU, with a view to incorporating any agreed changes into the next enterprise agreement.

130 Common increment date

130.1 Over the life of this Agreement, on the basis that no teacher will be disadvantaged, the Department and the AEU will negotiate and agree on a framework for implementing a common increment date for classroom teachers.

131 Classroom teacher incremental progression

131.1 The following expectations of performance and professional responsibilities of classroom teachers, summarised in sub-clause 131.2 below, will be used as guidelines for an annual professional discussion between individual classroom teachers and their supervisor and/or principal. This professional discussion will focus on the teacher’s performance, incremental progression, career plans and transfer entitlement options.

131.2 Expectations of performance and professional responsibilities of classroom teachers:

	Expectations of performance	Expectations of professional responsibilities
<p>New Educator Increments: 1.1 1.2 1.3</p>	<p>Fulfil professional responsibilities, including attendance, Professional Pathways (probationary assessment in first year) and professional learning days.</p> <p>New Educator indicators include, but are not limited to:</p> <ul style="list-style-type: none"> • Satisfactory probation report and appointment confirmed. • Capacity to: <ul style="list-style-type: none"> i. engage students in purposeful and appropriate learning experiences; ii. monitor, assess, record and report student learning outcomes. 	<p>Main responsibility is to develop classroom teaching skills.</p> <p>Undertake five days of professional learning in accordance with clause 150.</p> <p>Support includes induction, orientation and a total of 15 days over three years, notionally allocated as:</p> <ul style="list-style-type: none"> • six days in the first year of teaching • five days in the second year of teaching • four days in the third year of teaching. <p>New Educators should not mentor other New Educators or supervise university students or interns. They may host students undertaking in-school observation with the agreement of the principal.</p> <p>A teacher’s professional responsibilities (including appropriate support or further professional learning required) should be recorded in their Professional Pathways Plan.</p>
<p>Experienced Teacher 1 Increments: 1.4</p>	<p>Fulfil professional responsibilities, including attendance, Professional Pathways and professional learning days.</p> <p>Experienced Teacher 1 indicators</p>	<p>Take on broader professional responsibilities within the school as part of their Professional Pathways Plan, including, but not limited to:</p>

<p>1.5 1.6</p>	<p>include, but are not limited to:</p> <ul style="list-style-type: none"> • engage students in purposeful and appropriate learning experiences • monitor, assess, record and report student learning outcomes • participate in school curriculum development as a member of a team • reflect critically on professional experience. 	<ul style="list-style-type: none"> • five days of professional learning in accordance with clause 150 • support for New Educators • collaboration with colleagues to develop programs and resources • shared responsibility for school-wide tasks • supervision of university students undertaking professional experience. <p>A teacher's professional responsibilities (including appropriate support or further professional learning required) should be recorded in their Professional Pathways Plan.</p>
<p>Experienced Teacher 2 Increments: 1.7 1.8</p>	<p>Fulfil professional responsibilities, including attendance, Professional Pathways and professional learning days.</p> <p>Experienced Teacher 2 indicators include, but are not limited to:</p> <ul style="list-style-type: none"> • cater for diverse learning needs of students • apply purposefully a range of teaching strategies • apply comprehensive systems of assessment and reporting • contribute to the corporate life of the school • contribute to school curriculum evaluation and development • reflect critically on professional experience and pursue professional learning. 	<p>Take on additional responsibilities within the school and may take on some system-wide responsibilities as part of their Professional Pathways Plan, including, but not limited to:</p> <ul style="list-style-type: none"> • five days of professional learning in accordance with clause 97 • participation in and co-ordination of student teacher supervision within the school • active mentoring of New Educators • responsibility for school-wide tasks, such as coordinator roles • supervision of interns. <p>Teachers on the top of the classroom teacher scale are expected to demonstrate greater capacity to take on further professional responsibilities than teachers at earlier increment levels.</p> <p>A teacher's professional responsibilities (including appropriate support or further professional learning required) should be recorded in their Professional Pathways Plan.</p>

132 Principal structure

132.1 The Department and the AEU will negotiate and agree on the following matters with a view to implementing any new arrangements for the 2010 school year or inclusion in the next enterprise agreement, where earlier implementation is not practicable.

- (a) updating of the schedule of advancements to take account of the changing complexities of schools, detailed at clause 126;

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- (b) removal of the link between the school category structure and the minimum school executive structure; the requirement for minimum executive structure to remain as part of the way principals staff their schools, detailed at clause 127; develop executive structure options for various school settings.
 - (c) removal of the link between the school category and the staffing formulae and consideration of a staffing formula based on student enrolment; and
 - (d) opportunities for better integration of roles across the school leadership group.
- 132.2 During the life of the Agreement, a new system for principal salary arrangements will be considered by the Department and the AEU, with a view to incorporating any agreed changes into the next enterprise agreement. This consideration will include the examination of a single principal salary point and a more sophisticated process to recognise a broader level of complexity and difference across the schools.

Section AA - Means of engagement

133 Permanent employment

- 133.1 In accordance with the Public Sector Management Act 1994, unless otherwise determined by the Chief Executive, all teachers are appointed on probation. Appointment on probation applies regardless of the classification at which an appointment is made.
- 133.2 In recognition of the complex nature of teaching, the probationary period applicable to all teachers is 12 months unless otherwise determined by the Chief Executive.
- 133.3 During probation, teachers are subject to assessment procedures agreed by the Department and the AEU and carried out by an assessment panel. Assessment panels will usually be made up of three panel members, constructed in accordance with agreed guidelines issued by the Department from time to time. Further details on probation for teachers are contained in the booklet *Assessment of Long Term and Short Term Contract Teachers and Probationary Teachers 2009*.
- 133.4 If the Chief Executive considers that further time is needed for a fair assessment to be made, the period of probation may be extended. The Chief Executive will inform the teacher in writing of this decision before the end of the initial probationary period.
- 133.5 Departmental support provided to teachers on probation includes:
- (a) induction;
 - (b) orientation at the school level;
 - (c) mentoring; and
 - (d) additional professional learning as outlined in clause 149.
- 133.6 The Department will continue to provide and advertise general feedback sessions after each recruitment round and to encourage applicants to attend.
- 133.7 Upon written request to Workforce Management, applicants who have been in the recruitment round on two or more occasions without achieving an offer of permanency may be provided with additional feedback.
- 133.8 Such feedback will not breach recruitment panel confidentiality and will be limited to information about the component parts of the application process to assist the applicant in assessing what areas of their application may benefit from closer focus on their part.

134 Temporary employment

- 134.1 A teacher engaged as a temporary teacher 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; and
 - (e) the assessment process to be undertaken during the term of the contract.
- 134.2 A teacher engaged as a temporary teacher will be entitled to the following.
- (a) Incremental advancement. A teacher engaged as a temporary teacher 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 teacher engaged in the same or similar classification.
 - (b) Conditions of employment and calculation of continuous service.
 - (i) A teacher engaged as a temporary teacher, except as otherwise stated in this clause, will be entitled to the same conditions of employment as apply to a permanent teacher in an equivalent classification.
 - (ii) Breaks of up to 12 weeks, excluding stand down periods and annual 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.
- 134.3 A teacher seeking temporary employment who has a current recruitment rating may apply in the annual recruitment round to have that rating retained. Maximum retention is for a further two recruitment rounds provided an application for retention is submitted each year.
- 134.4 Following the end of the retention period a full application must be submitted. If a teacher wishes to seek permanent employment they must submit a full application in the annual recruitment round.
- 134.5 There will be two categories of temporary employment:
- (a) Short-term contract: This applies whenever the duties of a teacher, part time or full time, are required to be performed for a period within a school term which is in excess of 20 continuous school days but less than the full school term in the same position. In this circumstance the following arrangements will apply:
 - (i) The short-term temporary contract will be arranged by the school and will be available to registered casual teachers. A copy of the contract

must be received by the Manager, Workforce Management within four working days of the commencement of the contract.

- (ii) The commencement date of the short-term contract cannot be backdated to cover a period for which a casual claim has already been submitted.
 - (iii) A contract assessment report will be provided to the teacher by the teacher's supervisor at the end of the contract. A copy of this report will be forwarded to the Manager, Workforce Management.
 - (iv) The provisions of 134.2 will apply, except that the teacher will accrue one day of personal leave and one day of annual leave for each full 10 days of the contract and that leave entitlements may not be anticipated.
 - (v) Annual leave accrued but not taken under 134.2(b)(iv) will be paid out at the end of the temporary contract.
 - (vi) Any breaks in service for which a permanent teacher would be covered by the provisions of personal leave or bereavement leave, will be considered as part of the twenty days.
- (b) Long-term contract: This applies whenever the duties of a teacher, part time or full time are required to be performed for a school term or more. Workforce Management will remind schools at the commencement of each term of their obligations to declare vacancies in order to facilitate offers of long-term temporary employment. The following arrangements will apply for long term contracts:
- (i) The long-term contract can only be arranged through the Workforce Management Section and can only be offered to applicants for employment who have a current recruitment rating.
 - (ii) Temporary contract assessment processes will apply. However, a teacher previously engaged for at least a full school year, will be required to undergo a contract assessment at the end of the contract only, unless the Manager, Workforce Management, the principal, or the teacher requests a full assessment.
 - (iii) The commencement date for a long-term contract will be the date first worked following acceptance of the long-term contract, except as provided for in 134.5(b)(v).
 - (iv) Where a teacher engaged on a long-term contract for term four has accepted a contract for at least term one of the next school year prior to the designated pay out date, the teacher will be entitled to pro rata annual leave, full payment for public holidays and stand down from the end of the standard annual leave period.
 - (v) Temporary teachers on long-term contracts are entitled to the personal leave provisions contained in clause 49. A full time temporary teacher with a long-term contract of less than 12 months will receive the personal leave entitlement under sub-clause 49.4 on a pro rata basis. A part time temporary teacher with a long-term contract of less than 12 months will receive the personal leave entitlements under sub-clause 49.4 on a pro rata basis based on the teacher's prescribed hours of duty.
 - (vi) If a teacher engaged on a long-term contract for term 4 has not been offered a contract for at least term 1 of the new school year by the designated pay out date but subsequently accepts a contract for at least term 1 of the next school year prior to the first working day following 26 January, the commencement date of the new long-term contract will be the day following the end of the standard annual leave period.

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- (vii) If a teacher is offered a contract at any time during week one of term 1, the start date of the contract will be from the first day of attendance at the workplace.
 - (viii) A teacher who has successive long-term temporary contracts on either side of a stand down period will receive payment for the stand down period.
 - (ix) The provisions of 134.2 will apply.

135 Casual employment

- 135.1 Teachers seeking casual employment are required to apply with the Department for registration.
- 135.2 Suitable teachers will be issued with a registration 'relief' card. Teachers issued with a registration card are required to reapply annually for continuation of approval to seek casual employment.
- 135.3 Casual teacher registration may be cancelled by the Director, Human Resources at any time where performance or conduct is unsatisfactory.
- 135.4 Engagement of all teachers seeking casual employment must only be made through the Department's central booking system.
- 135.5 The Department will investigate issues concerning the deployment of casual relief teachers, including options to improve availability.
- 135.6 For the purposes of payment, there are two categories of casual teacher:
 - (a) Casual Teacher Rate 1 - Experienced Teacher. This rate will be paid to teachers who:
 - (i) if eligible to be employed on long-term contract or as a permanent teacher would be entitled to payment at top of the classroom teacher salary scale; or
 - (ii) have been employed at the top of the classroom teacher scale or in a promotions position in an ACT Government school or equivalent.
 - (b) Casual Teacher Rate 2. This rate will be paid to casual teachers other than those paid in accordance with sub-clause 135.6(a).
- 135.7 Casual teacher rates will be adjusted in line with general salary increases.
- 135.8 Casual teachers will have access to professional learning opportunities which may be funded from:
 - (a) system funds for system professional learning activities;
 - (b) school funds for school professional learning activities.
- 135.9 Teachers engaged for casual relief will not be expected to perform duties outside the hours of the ordinary program of the school at which they are engaged.
- 135.10 A rate equivalent to three hours pay will be payable to teachers engaged for casual relief who are advised that their services are not required after a firm booking unless 24 hours prior notice is given.
- 135.11 When a teacher engaged for casual relief attends for less than the normal school day the teacher will receive 1/6th of the appropriate daily rate for each hour or pro rata hour of attendance.
- 135.12 When a school decides for professional reasons that the services of a teacher engaged for casual relief are no longer required, the principal will provide counselling to the teacher engaged for casual relief.

Minimum Attendance

- 135.13 Unless otherwise agreed by the teacher, the minimum payment on each occasion when a casual teacher is called for and attends for duty will be three hours, whether or not the casual teacher is required to work for those three hours.

Leave

- 135.14 A casual teacher is not eligible for paid leave other than long service leave.

136 Three-year trained teachers

- 136.1 In offering employment, the Department will give priority to suitable four-year trained teachers, however consideration may be given to outstanding applicants with three year teaching qualifications in areas of need.
- 136.2 In accordance with guidelines set out in 136.1, three-year trained teachers who have been employed on long-term contracts for a continuous period of at least three years will be considered for permanent employment through the classroom teacher recruitment round in the third year.
- 136.3 The Department may make an offer of permanent appointment to a three-year trained teacher conditional upon successful upgrade to four-year trained or equivalent within a three year period. For a maximum period of three years while the upgrade is being undertaken, the teacher will be employed on long-term contracts.
- 136.4 An offer of permanent appointment will not take effect until all four-year trained qualification requirements are met. Permanent appointment will not take effect until four-year trained qualifications are met.
- 136.5 The Department will support three-year trained teachers to upgrade their qualifications by providing advice regarding procedures for recognition of prior learning and opportunities to complete academic qualifications.

137 Casual intern arrangements

- 137.1 The purpose of the employment of casual interns is to provide them with the opportunity to experience a number of different school settings and to build on the skills they have developed through their internship. The Department and the AEU also recognise that these interns, although they have completed their internship and all methodology units, still have responsibilities in terms of their university studies.
- 137.2 Casual interns have not been awarded their final academic teaching qualification and are therefore not yet fully qualified teachers. Hence, a casual intern must be appropriately supervised whilst working in a school. This is an essential consideration in relation to schools meeting their duty of care obligation to students.
- 137.3 Interns who wish to undertake work in a school following completion of their formal internship program must apply for registration prior to undertaking such work. Casual interns approved for such work will be issued with a registration card which must be presented to each school on each visit. Registration is only valid for Semester 2 in the year of issue.
- 137.4 Casual intern employment will be subject to the following conditions
- (a) a casual intern will not be eligible for employment on short or long term contracts; and
 - (b) a casual intern may work up to five days per week
- 137.5 On completion of all requirements for a teaching award with evidence in the form of a final academic transcript or letter from the university, casual interns may apply for casual relief teacher registration.
- 137.6 Casual Intern rates will be adjusted in line with general salary increases.

Section BB - Teaching loads

138 The school year

- 138.1 The published departmental calendars specify that each school year for 2010 and 2011 is a maximum of 197 days in length.
- 138.2 The first day of the school year is a day when schools are not open for student attendance.

139 The teaching year

- 139.1 The teaching year is the period during which the school is open for student attendance.
- 139.2 The Chief Executive will advise the number of teaching days each year. The teaching year for 2010 and 2011 is 196 days for the preschool, primary and secondary sectors. However, in colleges, 170 days are teaching days with the balance acquitted through assessment, moderation and other teaching and learning related activities.
- 139.3 Any adjustment to the number of teaching days specified must be approved by the Chief Executive.

140 Face-to-face teaching

- 140.1 "Face-to-face teaching", in relation to a particular teacher:
- (a) means regular rostered teaching sessions in a documented approved course of study for which the teacher has primary responsibility for education delivery; and
 - (b) includes sessions of direct student instruction rostered or required by the principal:
 - (i) as inbuilt relief (a class for which the teacher is not ordinarily timetabled or scheduled as responsible at that time); or
 - (ii) for curricular or pastoral functions involving student supervision, student counselling or consultation; or
 - (iii) in the case of a teacher librarian, for student contact and consultation in the library.

141 Face-to-face teaching loads

- 141.1 Teaching loads in preschools and primary schools
- (a) Teachers in preschools and primary schools may be required to teach a maximum of 21 hours and 30 minutes face-to-face per week.
 - (b) Designated school based SLC officers at Birrigai@Tidbinbilla, Jervis Bay and all Category 2 schools may be required to teach a maximum of 12 hours face-to-face per week. School based SLC officers in all other primary schools may be required to teach a maximum of 16 hours per week.
 - (c) School based SLB officers may be required to teach a maximum of eight hours face-to-face per week.
 - (d) There are no teaching load requirements specified for SLA officers.
 - (e) Other arrangements in respect of playground duty supervision and other non-teaching requirements of teachers will be set using each school's 2009 provisions (adjusted for any variation in staffing entitlements) as the base requirement.
- 141.2 Teaching loads in high schools and colleges

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- (a) Teachers in high schools and colleges may be required to teach a maximum of 19 hours face-to-face per week averaged over the teaching year.
 - (b) School based SLC officers may be required to teach a maximum of 12 hours face-to-face per week.
 - (c) School based SLB officers may be required to teach a maximum of eight hours face-to-face per week.
 - (d) There are no teaching load requirements specified for SLA Officers.
 - (e) Other arrangements in respect of playground duty supervision and other non-teaching requirements of teachers will be set using each school's 2009 provisions (adjusted for any variation in staffing entitlements) as the base requirement.
 - (f) The Chief Executive will facilitate procedures for system collection of data on teaching loads at least annually.
- 141.3 Teaching loads in P-10 schools and alternative settings may be required to undertake face-to-face teaching loads up to the maximum specified for the section of the school in which they work (e.g. preschool, primary school or high school).

142 Variation in face-to-face teaching loads

- 142.1 With approval from the relevant Director, Schools, principals may vary face-to-face teaching loads for individual teachers within the maximum specified in clause 141. The purpose for which such variations may be approved will be related to professional responsibilities and specified in the guidelines.
- 142.2 Consistent with the school based workload monitoring committees/processes provided for under clause 145, each school is to establish such a committee/process to monitor, review and address workload issues. Where any workload issues cannot be resolved at the school level, the principal is to notify the relevant Director, Schools.

143 Voluntary additional workloads

- 143.1 Nothing in clauses 138-142 will preclude a teacher from agreeing to a greater teaching load than specified, on a voluntary basis.

Section CC - Monitoring of workloads

144 Individual workloads and professional responsibilities

- 144.1 The remuneration package paid to teachers is for the total performance of an officer's role as a professional and not simply for hours spent at the workplace.
- 144.2 The professional role and regular pattern of work of a teacher includes attendance at staff meetings, faculty meetings, parent/teacher interviews and other required professional/school activities, in addition to hours of face-to-face teaching, release time, rostered supervision and professional learning.
- 144.3 In recognition of the broad range of professional duties the pattern of required hours of attendance may vary from school to school and may be negotiated with the principal on an individual or collective basis. Such arrangements must be recorded and must contain a mechanism for review at least once each year. These variations will be made in accordance with clause 85.
- 144.4 The required hours of attendance for a part time teacher are pro rata, based on their part time fraction.
- 144.5 Breaks
- (a) There is an expectation that teachers should be able to access reasonable breaks during the working day. The minimum break over a school day is 30 minutes, which is separate from normal release time.

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- (b) The arrangements may vary from school to school, taking into account operational requirements. The duration of such a break is not included in the required hours of attendance detailed in sub-clause 144.3.

145 School monitoring of workload and practice

- 145.1 The responsibility to review and monitor teacher workload issues at the school site rests with the school leadership and all teachers.
- 145.2 Good management practice in every school includes the regular review of work practice and general procedures in the workplace. Accordingly, schools will implement local site-based processes to review and manage local workload issues. This review should be incorporated into routine procedures.
- 145.3 The local review should be seen as an opportunity to shed non-mandatory or outdated programs where appropriate, and to reassess practice and procedure to ensure the most efficient systems are in place for the benefit of all teachers.
- 145.4 Scheduling of meetings and other activities
- (a) As outlined in sub-clause 145.2 teachers' professional responsibilities and patterns of work extend beyond hours of face-to-face teaching, release time, rostered supervision and professional learning. The Department and the AEU acknowledge that teachers have an obligation to attend to their professional responsibilities. The Department and the AEU further acknowledge that teachers working in schools and colleges may have personal responsibilities that need to be discharged.
- (b) Accordingly, teachers must take account of their ongoing professional obligations in planning their personal commitments, and schools/colleges must consider such issues in scheduling meetings and other activities at which teacher attendance is required.
- (c) Reasonable notice should be provided of meetings and other activities at which teacher attendance is required. Where possible, regular meetings and other scheduled activities should be included in the year/term planner.
- (d) Schools/colleges negotiate local arrangements around meetings and other activities at which teacher attendance is required. Such arrangements must contain a mechanism for review at least once each year.
- 145.5 The Department and the AEU recognise that the Part 1 Section S Internal Review Procedures provide an avenue for further consideration where a teacher and their school leaders are not able to reconcile issues concerning workload management.

146 Systemic management of workload issues

- 146.1 The Department and the AEU acknowledge that:
- (a) the current level of workload is an issue that teachers and school leaders believe needs to be addressed;
- (b) the issue of teacher and school leader workload has many facets; and
- (c) there are currently a number of reviews under way examining School based Management, Special Education and the application of Section BB in special schools, as well as a project that is mapping internal compliance requirements, the outcomes of which may impact on teacher and school leader workload.
- 146.2 The Department agrees to consult with the AEU prior to the implementation of any outcomes from the reviews and the mapping exercise referred to in sub-clause 146.1(c).

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- 146.3 Arising from sub-clause 146.1, the Department and the AEU agree to establish a joint working party to undertake the following tasks:
- (a) taking into account the Special Education Review report, examine working arrangements, resource allocation, staffing and support models for special schools during 2010, with a view to developing arrangements that recognise the different nature of special school environments;
 - (b) taking into account the SBM Review report, by March 2010 identify duties allocated to teachers and school leaders not related to teaching and educational leadership and propose options for addressing any issues arising;
 - (c) identify any workload issues arising from implementation of outcomes of the work referred to in sub-clause 146.1;
 - (d) examine the current staffing resource allocation methodology for all schools;
 - (e) examine teacher and school leader workload, including the impact of the employment of 70 additional teachers under the Government's policy of reducing class sizes to an average of 21 across primary schools and high schools and an average of 19 across the college sector, with a view to addressing any issues and identifying and sharing leading practice;
 - (f) identify any issues arising from the introduction of the 15 hours per week for preschool children and preschool amalgamation, and propose options for addressing any problems arising; and
 - (g) review the alternative programs and settings currently available and consider the feasibility of other alternative programs and settings.
 - (h) develop agreed procedures for assessing a new initiative, proposal, special project etc which will impact on the work of teachers.
- 146.4 On agreed matters, the working party will make recommendations for changes to current arrangements, including timetables for implementation.
- 146.5 The Department and the AEU agree that, provided the Government's policy to employ an additional 70 teachers for the reduction of average class size to 21 across primary schools and high schools and 19 across colleges is achieved, schools should make every effort to use their total resources to reduce the current workload levels of teachers and school leaders.
- 146.6 Any outcomes from the vocational education and training teacher workload working group must be agreed between the Department and the AEU prior to implementation. The Department and the AEU will negotiate and agree appropriate arrangements/working conditions for teachers delivering vocational education and training courses in secondary schools.
- 146.7 The Department has responsibility for management of systemic workload issues. The Department acknowledges this responsibility in relation to the introduction of new initiatives, projects and programs within the public education system.
- 146.8 Proposals for new programs, projects and initiatives in public education come from a range of sources. Such matters must be subject to careful analysis prior to any consideration of implementation.
- 146.9 Consideration of new initiatives, proposals, or special projects affecting teachers and school leaders must occur at system level and involve consultation with the AEU and other relevant stakeholders. This consultation will determine principles to be observed in assessing the desirability of implementing the proposal. Such consideration must address issues such as system priorities, resources, curriculum implications and work-life balance.

Section DD - Teaching as a profession

147 Code of Professional Practice

- 147.1 The Code of Professional Practice outlines expected professional behaviours of teachers covered by this Agreement and is structured to complement section 9 of the PSM Act. If an teacher's actions breach the Code of Professional Practice and thereby Section 9 of the PSM Act, discipline action in accordance with Section Q may be taken.

148 Developing classroom teachers

- 148.1 Teaching and leadership excellence develops with experience and appropriate support. '[Teachers] enter the profession with varying levels of prior learning, work experience and professional preparation and work in a range of different contexts' (A National Framework for Professional Standards for Teaching – MCEETYA, 2003).
- 148.2 Teachers are placed on the classroom teacher salary incremental scale based on recognition of qualifications and prior experience, including both teaching and other work experience (for those employed since January 2005). Movement through the incremental scale is based on performance and is in recognition of competence, developing expertise and the assumption of broader professional responsibilities, as detailed in clause 131. As excellence develops, there is a corresponding professional responsibility to contribute to the future of the teaching profession by sharing expertise and experience.
- 148.3 The following three categories for classroom teachers have been included for the purposes of identifying professional responsibilities, as detailed in clause 131, and targeting support effectively:
- (a) New Educators in the first three years of professional practice.
 - (b) Experienced Teachers 1 with four to six years of teaching experience.
 - (c) Experienced Teachers 2 with seven or more years teaching experience and developing or emerging leadership skills.

149 New Educator support

- 149.1 Generally, a working day prior to day one of term 1 each school year (eg the day prior to the planning day) will be a designated system induction day (see sub-clause 150.1(a)).
- (a) On this designated day, no school or system professional learning activities for classroom teachers can be scheduled, except for the system induction day.
 - (b) Teachers not required to attend the system induction day may elect to undertake personal learning and development on this day, in line with sub-clause 150.1(d).
- 149.2 To complement the current system induction program and school orientation outlined in sub-clause 149.1, the Department will maintain an additional support program for new educators in their first three years of teaching. This program will provide to schools a total of 15 days over three years for each new educator, notionally allocated as:
- (a) six days in their first year of teaching, including one additional induction day separate from the system induction day described in sub-clause 149.1;
 - (b) five days in their second year of teaching; and
 - (c) four in their third year of teaching.
- 149.3 New educators appointed with one year of teaching experience but less than four years of teaching experience will have their entitlement to new educator support

days allocated on a pro rata basis in accordance with the New Educator Support Guidelines.

- 149.4 It is intended that the support days be used in the year of allocation. However, a new educator may use more or less than the notional amount each year, provided that the total number of days used does not exceed the allocation determined upon commencement and advised to the teacher and their school by Workforce Management.
- 149.5 New educator support program days must be used within the total period for which the new educator allocation applies. Unused days will be returned to the Department and allocated to support teachers.
- 149.6 The support provided to new educators under this program should be recorded in their Professional Pathways Plan. For Stage 1 Teachers undergoing probation, the probationary assessment process will be their Professional Pathways Plan.
- 149.7 The purpose of these days is to release new educators and others (e.g. mentors) as appropriate, from classroom duties as part of an individually defined development program that may include: observations, mentoring and additional professional learning (including cluster based professional learning).

150 Professional learning

- 150.1 All full time teachers are required to participate in a minimum of five days per year of approved professional learning. Where appropriate, professional learning will be reflected in a teacher's Professional Pathways Plan. This professional learning will be allocated as follows:
- (a) one day devoted to a whole of system-/whole of sector priority as determined by the Department and conducted in designated stand down periods. By the end of October each year, the Department will advise whether this system day is required for the following school year. When the system day is not required, this day may be used in accordance with (c);
 - (b) two days identified by the school for school based professional learning activities and conducted in designated stand down periods;
 - (c) one day identified by the school for whole of school professional learning activities which may be conducted outside of regular school hours in full day, half day and two-hour blocks, where approved by the relevant Director; and
 - (d) one day (or equivalent) professional learning in their own time. This professional learning may be acquitted in full day, half day or two hour blocks.
 - (e) School Leader As will participate in an additional five days of professional learning.
 - (f) The purpose of these additional days is to undertake
 - (i) strategic planning and professional development for the school, cluster or system;
 - (ii) planning and organisation of professional learning for other school employees;
 - (iii) attendance at educational conferences or meetings; and
 - (iv) personal professional development.
 - (g) These additional days should be acquitted by 1 November each year.
 - (h) Following final determination of dates for system and school professional learning days provided under sub-clause 150.1(a) and 150.1(b), each principal will provide written advice to staff specifying:

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- (i) dates of professional learning activities, together with any other relevant information concerning the activity to be undertaken; and
 - (ii) the requirement to attend each activity or to seek a variation under sub-clause 150.6.
 - 150.2 Part time teachers' minimum professional learning days will be calculated on a pro rata basis. Distribution of these days will be negotiated with the principal, and will normally involve attendance for the whole of a professional learning activity. To accommodate such attendance, the principal may:
 - (a) negotiate a variation of attendance at another time so that normal hours of work for the week are not exceeded;
 - (b) elect to pay the teacher from school funds for attendance beyond their usual hours of duty on the day of the professional learning activity.
 - 150.3 To maximise capacity to plan for attendance at professional learning activities, professional learning for both school based and office based teachers should be scheduled in accordance with the principles outlined in sub-clause 145.4 Scheduling of meetings.
 - 150.4 In order to be recognised as appropriate staff professional learning, the days arranged in stand down, any flexible day(s) used, and the individual's day should:
 - (a) be a coherent program, consistent with the system/school development plan and/or an individual's Professional Pathways Plan;
 - (b) enhance the knowledge or skills of teachers that will lead to improved student learning;
 - (c) enable teachers to reflect on their current practice;
 - (d) typically involve teachers in collaboration with other teachers or relevant professionals;
 - (e) typically lead to follow up activities such as further research, discussion, experimentation or collaboration; and
 - (f) provide teachers with opportunities to develop leadership capabilities.
 - 150.5 Principals are required to maintain an accurate record of attendance for professional learning activities. All principals will provide a report to the Department, including attendance records to Director, Human Resources and appropriate Director, Schools.
 - 150.6 A teacher who cannot attend a professional learning activity may:
 - (a) request approval to make up the professional learning activity at an alternate time agreed with the principal; or
 - (b) for absences known in advance, submit a leave form in advance of the absence, accompanied by relevant documentation; or
 - (c) for unexpected absences, submit a leave form accompanied by the appropriate documentation as soon as the teacher returns to work.
 - 150.7 In accordance with clause 49, any request for Personal Leave under 150.6(a) and 150.6(b) must be accompanied by an appropriate certificate from a medical provider recognised by a registered health fund, or by reasonable evidence that the leave is essential at that time.
 - 150.8 Any teacher not attending professional learning who is not covered by 150.6(a), 150.6(b) or 150.6(c) will be on unauthorised leave without pay.
 - 150.9 Non-attendance at required professional learning may constitute misconduct and could be subject to disciplinary proceedings.
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- 150.10 The Teacher Professional Learning Fund will continue to be allocated \$1.25 million per annum (including an allocation to be identified for teacher scholarships). These funds will be allocated to professional learning for teachers other than principals.
- 150.11 Recognising that there are a number of factors impacting on the ability of teachers to properly utilise the Teacher Professional Learning Fund, the Department agrees to consult with the AEU through the Teaching and Learning Support Committee about the effective operation of the fund.
- 150.12 The Department and the AEU will consider how the allocation and use of the Teacher Professional Learning Fund can better support School Leader Bs and Cs.
- 150.13 The Principal Professional Learning Fund will continue to be allocated funds equivalent to one percent per annum of total principal salary costs. The Principal Professional Learning Fund will continue to be maintained separately to the Teacher Professional Learning Fund.
- 150.14 The Department agrees to consult with the AEU on the effective use of the Principal Professional Learning Fund and other funding sources, such as the Improving Teacher Quality National Partnership, as part of an examination of ways to continue to support and build the school leadership development program for principals.
- 150.15 The Department and the AEU will continue to consult about professional learning priorities determined outside the context of sub-clauses 150.10 and 150.13.

151 Professional Pathways

- 151.1 The Department and the AEU agree that the continual development of a teacher's professional skills and knowledge should occur as a normal part of their professional role in a school.
- 151.2 All permanent teachers, including teachers on probation, will participate in Professional Pathways. Casual and contract teachers are covered by other specific assessment processes, although teachers employed on long-term contracts may negotiate with the principal/manager to participate in the process. School Leader As will participate in the Principal Appraisal process, as detailed in clause 217. Office based teachers will negotiate a performance management plan, as detailed in clause 207.
- 151.3 For New Educators undergoing probation, the probationary assessment process will be their Professional Pathways Plan. For Experienced Teachers 2 and 3 undergoing probation, the probationary assessment process will be their Professional Pathways Plan. In the event that the teacher and their supervisor choose to include additional goals these should be recorded separately from the probationary assessment process and will not inform that process.
- 151.4 Professional Pathways is a dynamic, forward planning development tool aimed at providing teachers with meaningful feedback and advice in a supportive and confidential environment.
- 151.5 A teacher and their supervisor will negotiate the teacher's Professional Pathways Plan, which will be signed off by the teacher, their supervisor and their principal. The supervisor will be responsible for monitoring implementation, reviewing progress, and providing feedback to the teacher.
- 151.6 A teacher may choose to have a professional mentor to support and encourage them as part of Professional Pathways. This mentor may be a peer at level or above. The mentor does not undertake the role or responsibilities of the supervisor (sub-clause 151.5).
- 151.7 Principals/managers are responsible for implementing Professional Pathways in line with the guidelines agreed between the Department and the AEU, and ensuring that the process is conducted in a professional, objective and fair manner. Where areas for improvement are identified it may be appropriate to resolve these through a Pathways to Improvement process, as outlined in clause 155.

152 Professional Pathways Plan

- 152.1 All permanent school based teachers, including teachers on probation will have a Professional Pathways Plan (the Plan) as a basis for assessing and developing their professional performance and for engaging in performance feedback.
- 152.2 The process of developing the Plan is the responsibility of the teacher and their mentor through professional discussion and will be recorded in writing. Teachers will have ownership of their Plan for the continuing development and enhancement of their professional skills and talents.
- 152.3 In developing the Plan, both teacher and mentor should take account of the expectation that as experience and expertise increases, individual teachers will contribute to system and school capacity-building, as outlined in clause 148. This contribution may include tasks such as supervision of student teachers, acting as an associate teacher for the intern program, mentoring new educators and less experienced colleagues, and co-ordination functions within the school/faculty. When a teacher engages in any capacity-building tasks, these should be clearly acknowledged in their Plan.
- 152.4 In the Plan, the teacher and their professional mentor will identify and record realistic and agreed goals and strategies for the school year. The plan will focus on the teacher's:
- (a) professional work performance;
 - (b) professional and work related goals;
 - (c) professional learning;
 - (d) pathways for development;
 - (e) personal growth and career development;
 - (f) whole of school role and responsibilities; and
 - (g) information technology and other training needs.
- 152.5 In conducting their professional discussion the teacher and their professional mentor will have regard to relevant factors, including:
- (a) priorities in the Departmental strategic plans and other relevant Departmental initiatives;
 - (b) the needs of the school and the School Development Plan;
 - (c) priorities set out in the school's business and education plans and policies;
 - (d) the need to enhance student educational outcomes;
 - (e) curriculum assessment and reporting data;
 - (f) the school setting, including whole of school roles and responsibilities, management and team structures, the school community, parents as partners;
 - (g) other factors which may affect the teacher's circumstances, such as part time work or leave arrangements; and
 - (h) the requirement for teachers to participate in professional learning as outlined in clause 150.

153 Review of Professional Pathways Plan

- 153.1 A review of the Plan will be made through professional discussion between the teacher and their professional mentor to provide feedback and to ascertain:
- (a) the extent to which the goals in the Plan have been met;
 - (b) areas of strength and achievement;

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- (c) variations which need to be made; and
 - (d) strategies for areas of performance which require improvement.
- 153.2 A teacher's Plan will be formally reviewed at least twice during the school year with:
- (a) an initial review no later than midway between the making of the Plan and the end of the school year; and
 - (b) a final review after an agreed period following the initial review and before the end of the school year.
- 153.3 Additional reviews may be conducted as determined by the principal/manager.
- 153.4 A teacher's Plan, may be varied by agreement during the school year to reflect changing circumstances. When a teacher changes schools or is promoted, the existing Plan should be reviewed within one month of taking up the new position to recognise the teacher's changed circumstances.

154 Records management for Professional Pathways Plans

- 154.1 A copy of the Professional Pathways Plan will be retained and stored securely by the principal, and be available to the professional mentor. The original of the Plan will be retained by the teacher.
- 154.2 Information regarding professional learning and other training needs may be used in planning school and system-wide professional learning programs. Otherwise, disclosure of information in a teacher's Plan is at the teacher's discretion.
- 154.3 Professional Pathways Plans may not be used as a source of information for any teacher selection processes.

155 Pathways to Improvement

- 155.1 Pathways to Improvement is an early intervention program to assist permanent school based teachers improve their professional practice and work performance in a positive, constructive and non-threatening climate and manner.
- 155.2 It is expected that Pathways to Improvement will be initiated and managed by the teacher's 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.
- 155.3 Pathways to Improvement may be initiated at any stage in the Professional Pathways process. Pathways to Improvement will normally be implemented for up to one school term or equivalent.
- 155.4 The principal is responsible for ensuring that:
- (a) Pathways to Improvement is used solely for the purpose of addressing professional issues. Personal and disciplinary issues are dealt with through other means. Officers on probation, contract and casual teachers are not covered by the provisions of this clause.
 - (b) Pathways to Improvement is put in place to assist any teacher requiring assistance in their professional performance;
 - (c) the period of time agreed to implement the plan will appropriately reflect the issues;
 - (d) appraisal of the teacher's professional performance is appropriately recorded;
 - (e) feedback is regularly provided to, and received from, the teacher;
 - (f) the process is conducted in a sensitive, objective and fair manner; and

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- (g) the teacher is made aware of the availability at any stage of the Department's Employee Assistance Program for counselling or other support.
- 155.5 In general, applications for leave without pay, long service leave or requests for transfer will not be approved whilst a teacher is undergoing a Pathways to Improvement process.
- 155.6 The principal/manager will inform the teacher in writing of the initiation of the Pathways to Improvement process and will include identified areas for improvement and indicators. Areas identified by the supervisor or principal/manager to be addressed through Pathways to Improvement may not necessarily have been part of the teacher's Professional Pathway Plan. The teacher will be invited by the principal/manager to provide written comments on this advice, including any reasons that may have contributed to the recent standard of work performance of the teacher. The principal/manager will convene a meeting and invite the teacher to have a support person present. The meeting will include discussions as to the indicators of improvement.
- 155.7 The principal/manager will inform the Manager, Organisation Capacity in writing of the initiation of the Pathways to Improvement process. The Manager, Organisation Capacity will provide written advice of this notification to the relevant Director, Schools and to the Director, Human Resources.

156 Pathways to Improvement Plan

- 156.1 Whilst the teacher is on Pathways to Improvement, their Professional Pathways Plan will be suspended. However, the Pathways to Improvement Plan may include aspects of the teacher's Professional Pathways Plan.
- 156.2 Teachers will have a Pathways to Improvement Plan developed in conjunction with their supervisor as a basis for addressing the identified areas for improvement. The plan will enable a teacher and their supervisor to set specific and achievable goals which will support the teacher to address these identified areas and to reach agreed indicators of appropriate performance.
- 156.3 A Pathways to Improvement Plan will be negotiated between the principal, the supervisor and the teacher and include strategies to assist the teacher to improve their professional performance. Appropriate strategies may include:
- (a) a professional learning plan;
 - (b) a professional appraisal schedule;
 - (c) mentoring by another teacher;
 - (d) changes to their working arrangements;
 - (e) straightforward performance indicators to assess each strategy; and
 - (f) an agreed review timetable.
- 156.4 The teacher's performance will be assessed on a regular basis by the supervisor after professional discussion with the teacher. These discussions will be documented and provide constructive feedback and establish the extent to which the identified issues in the Pathways to Improvement Plan are being addressed. The teacher will be given the opportunity to provide written comments on these assessments.
- 156.5 If the principal/manager considers that further time is needed for a fair assessment to be made, then the principal/manager may extend Pathways to Improvement by a period of up to one school term or equivalent. The principal/manager will inform the teacher in writing of this decision before the end of the initial Pathways to Improvement period. The principal/manager will inform the Manager, Organisation Capacity in writing of the extension of the Pathways to Improvement process. The Manager, Organisation Capacity will provide written advice of this notification to the relevant Director, Schools and to the Director, Human Resources.

157 At the end of the Pathways to Improvement period

- 157.1 At the end of the Pathways to Improvement period the supervisor will provide the principal/manager with a written assessment of the teacher's performance against the indicators.
- 157.2 If at the end of the Pathways to Improvement period, the principal/manager assesses the work performance of the teacher as:
- (a) Satisfactory: no further action will be taken under these procedures. The principal/manager will inform the teacher in writing of this conclusion and the teacher will return to Professional Pathways procedures. The Pathways to Improvement Plan forms part of the teacher's Professional Pathways, the original of the Plan will be retained by the teacher and a copy kept by the principal/manager for a period of two years; or
 - (b) Unsatisfactory: the principal/manager will provide an assessment report, including a copy of the teacher's Pathways to Improvement Plan, to the Director, Human Resources and recommend under-performance action be taken. In making this decision, the principal/manager may initiate other appropriate inquiries they consider necessary to form a considered view. The Director, Human Resources may elect to proceed with under performance action or request further action be taken at the school site.
- 157.3 The principal/manager will inform the Manager, Organisation Capacity in writing of the outcome of the Pathways to Improvement process. The Manager, Organisation Capacity will provide written advice of this notification to the relevant Director, Schools and to the Director, Human Resources.
- 157.4 Except for the purposes set out in this section, disclosure of information in a Pathways to Improvement Plan is at the teacher's discretion.
- 157.5 A Pathways to Improvement Plan may not be used as a source of information for any teacher selection processes.
- 157.6 Any dispute arising from the operation of this Clause will be dealt with in accordance with Part 1, clause 83.

158 Under-performance action

- 158.1 If, at the end of the Pathways to Improvement period, the principal/manager assesses the work performance of the teacher as unsatisfactory the principal/manager will provide an assessment report, including a copy of the teacher's Pathways to Improvement Plan, to the Director, Human Resources and recommend under-performance action be taken. In making this decision, the principal/manager may initiate other appropriate inquiries they consider necessary to form a considered view. The Director, Human Resources may elect to proceed with under-performance action or request further action be taken at the school site.
- 158.2 If under-performance action is to be taken, the Director, Human Resources will advise the teacher in writing:
- (a) of the assessment and reasons for the principal/manager's assessment;
 - (b) of the action or actions (under-performance action) proposed to be taken;
 - (c) that the teacher is invited to respond in writing to the proposed action within a specified period (not to be less than 24 hours or more than seven days); and
 - (d) explaining the appeal mechanisms available under this Agreement.
- 158.3 One of the following actions is available under these procedures:

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- (a) transfer to other duties (at or below current salary);
 - (b) reduction in incremental point;
 - (c) temporary or permanent reduction in classification/salary; and
 - (d) termination of employment.
- 158.4 At any time after seven days from the date the Delegate informed the teacher under sub-clause 158.2, the Delegate may, after taking into consideration any written comments from the teacher, take any of the under-performance actions outlined in the information provided to the teacher under sub-clause 158.2. The Delegate will inform the teacher in writing of this decision.
- 158.5 At any time in these procedures, the teacher may elect to be retired on the grounds of inefficiency.

159 Appeal rights

- 159.1 The teacher has the right under Section T Appeal mechanisms to appeal any under-performance action taken under this section, except action to terminate the teacher's employment.
- 159.2 The teacher may have an entitlement to bring an application under Chapter 3 Part 3-2 or Chapter 6 Part 6-4 of the FW Act in respect of any decision to terminate the teacher's employment. This will be the sole right of review of such a decision.

Section EE - Teacher transfer

160 Introduction

- 160.1 Transfer entitlement focuses on teacher transfer as a professional right that benefits teachers, schools and students in the ACT public education system.
- 160.2 Transfer entitlement links closely with quality teaching, professional learning, career planning, performance management and leadership development in helping to develop a capable and sustainable teaching workforce. By transferring to new settings regularly throughout their careers, classroom teachers and school leaders gain a broad experience and contribute to renewal of school communities through regular incorporation of new perspectives.
- 160.3 The objectives of transfer entitlement are to:
- (a) promote high quality and sustainable public education for ACT students;
 - (b) promote the professional empowerment of all teaching staff in career planning and development;
 - (c) promote a dynamic public education system, which develops skilled and resilient teaching staff;
 - (d) value individuals and their capacity to positively contribute to schools and the ACT education system;
 - (e) assist in meeting the strategic needs and legislative requirements of the ACT public education system;
 - (f) fill each position with suitably qualified and experienced staff and, with quality teaching as a focus, prepare teachers and school leaders to transfer successfully at their planned time; and
 - (g) promote workforce planning at the school level by principals in professional discussion with staff to sustain and renew schools' educational programs.
- 160.4 Unless specifically referred to in this section, the processes outlined in this section apply to the exclusion of provisions contained in sub section 83(4) of the *Public*

Sector Management Act 1994 and any related provisions contained in the ACT Public Sector Management Standards.

160.5 From the date of operation, transfer entitlement provisions will apply to all teaching classification positions.

160.6 All teachers and school leaders may apply for transfer (prior to or with entitlement) at any stage in their career. In dealing with compassionate transfers, special consideration of an individual's circumstances and needs will occur.

161 Workforce planning at the school level

161.1 There is a need for principals to maintain flexibility in managing their teaching workforce to meet the needs of students by sustaining and renewing educational programs at the school.

161.2 Principals plan the optimum placement time of individual staff with transfer entitlement through annual professional discussions with reference to teachers' Professional Pathways and career plans.

161.3 Staff changes should be managed according to the guiding principle of reasonable change. Accordingly, where staff turnover, including contract teachers, over any two consecutive calendar years is expected to be or has been less than 10 percent per year or greater than 25 percent per year the Director, Human Resources will notify and work with the principal/manager to determine a plan to manage the situation through the application of clause 162.

161.4 Nothing in the clause above prevents the outcome of the plan being that the staff turnover remains less than 10 percent per year or greater than 25 percent per year, provided that the processes required under clause 162 have been properly implemented.

162 Transfer entitlement processes

162.1 To achieve the objectives of transfer entitlement outlined in sub-clause 160.3, the following processes will be implemented.

162.2 All teachers and school leaders have a responsibility to plan their career pathways and professional growth, including placement and transfer options, through Professional Pathways or Principals' Appraisal.

162.3 The decision for a teacher or school leader C or B about when to use their transfer entitlement should be made in annual professional discussions with the principal, with reference to Professional Pathways and career plans. The decision for a principal about when to use their transfer entitlement should be made in annual professional discussions with the Schools Director.

162.4 Transfer must not be used to solve performance issues. Teachers and school leaders who are experiencing performance issues will not be permitted to use their transfer entitlement until they have undertaken sufficient development with principal/director and colleague support.

162.5 All teachers and school leaders gain access to transfer entitlement detailed in sub-clause 162.6 during their placement in a teaching position on the following basis.

(a) Placement periods will not be varied to account for periods of leave or temporary transfer.

(b) Graduate teachers are initially placed for five years, including any period of temporary position placement or contract at the school to which they are appointed. They may use transfer entitlement in their fourth or fifth year.

(c) Subsequent placements for teachers and school leaders, including those newly appointed to ACT public education with more than four years prior teaching experience, are for a maximum of 10 years in

school based positions. They may use transfer entitlement at any time in their fifth to tenth year.

- (d) Classroom teachers are placed in office based positions for one year, under sub-clause 165.1 and may use transfer entitlement in that year.
- (e) School leaders are placed in office based positions for a maximum of five years, under sub-clause 165.2. They may use their transfer entitlement in the third to fifth year.
- (f) Teachers promoted to School Leader C, B or A in their current location (internal promotion) are placed initially for three years and may be extended to a maximum total placement of 10 years, under sub-clause 166.1. They may use their transfer entitlement from their third year.
- (g) Teachers not subject to the previous mobility provisions until 2012 will be deemed to be in their eighth year of placement in 2010. The provisions relating exceptional circumstances under sub-clause 162.9 apply to this group of teachers and may be extended to up to three years.

162.6 Using transfer entitlement.

- (a) Teachers using their transfer entitlement may nominate preferred positions and/or schools for transfer, based on provision of accurate information about known and anticipated vacancies. They will be considered for the nominated positions/schools together with others using transfer entitlement and graduate teachers who have been given early offers. Transfers prior to entitlement will be considered only if there are no suitable applicants in these fields.
- (b) Teachers will remain at their current school if they are unsuccessful in transferring to their nominated positions/schools in their fourth year of initial placement and in their fifth to ninth year of subsequent placement.
- (c) School leaders using their transfer entitlement apply for specific positions against the capabilities outlined in the School Leadership Framework. They will be considered for positions advertised for transfer together with others at level using transfer entitlement.
- (d) School leaders will remain in their current position if they are unsuccessful in transferring to a nominated position in their fourth to ninth year in a school based placement and in their third or fourth year in an office based placement.

162.7 If a teacher's or school leader's transfer under sub-clause 162.6 is unsuccessful.

- (a) The originating principal and teacher or school leader will be notified.
- (b) The system transfer panel or selection committee will provide feedback to the principal.
- (c) The teacher or school leader and principal will discuss that feedback in the context of their Professional Pathways plan and, if appropriate, a Pathways to Improvement plan may be developed.
- (d) If performance issues are identified, then it is the joint responsibility of the originating principal and teacher or school leader to address them as soon as possible. It is important that attention to such issues not be left until the final year of placement.

162.8 Transfer in the final year of placement.

- (a) In the final year of placement, the onus is on the teacher or school leader to nominate a reasonably wide range of positions/schools to enable successful transfer.

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- (b) If transfer to nominated position/schools is unsuccessful, then, subject to sub-clause 162.9, placement in a suitable position will be made.
- 162.9 Exceptional circumstances.
- (a) In exceptional school or personal circumstances, such as unexpected staff turnover, an unforeseen threat to continuation of a particular educational program or a previously unidentified performance issue, the principal can apply to the Schools Director and Director, Human Resources to retain a teacher or school leader beyond their tenth year of placement. Such a case for extension of placement must be made each year for a maximum of two years.
- (b) In exceptional school or personal circumstances, a Director, Schools in consultation with Executive Director, Schools and Director, Human Resources, may decide to retain a principal beyond their tenth year of placement. Such a case for extension of placement must be made each year for a maximum of two years.

163 Incentives to transfer

- 163.1 Successful experience in a range of settings is valued for its contribution to quality teaching, quality student outcomes, professional development, career advancement and promotion.
- 163.2 Transferred teachers and school leaders, through their Professional Pathways plan, will be given access to professional development to assist in the transition to the new setting.

164 Unattachment

- 164.1 If an officer is absent from their substantive position, except for the purposes of internal transfer, for more than 12 months they may be deemed unattached and the position declared vacant.
- 164.2 Such a 12 month period of absence for an officer on maternity leave, will commence after the 18 week mandatory leave period.
- 164.3 An unattached officer is required to seek appropriate placements within a reasonable period prior to their return to duty with the Department. Their transfer entitlement will be the same as for teachers in their final year of placement.
- 164.4 An individual deemed to be unattached may seek special consideration from the Director, Human Resources for exemption from this provision.

165 Office based positions

- 165.1 Classroom teacher positions in central office are filled for one year. Office based classroom teacher positions will be readvertised during the transfer round. The current occupant may reapply for the position and, if successful, may be extended in the position for up to 12 months. The maximum period an officer may spend in office based classroom teacher positions is three consecutive years in any combination of placements.
- 165.2 School Leader C, B or A positions in central office are filled for a maximum of five years. In the third year of a school leader's placement in an office based position, the placement may be continued for a further two years with the agreement of the officer and their manager/director in consultation with Director, Human Resources. School Leader C, B and A officers in an office based position will have transfer entitlement in their third, fourth and fifth years.
- 165.3 The maximum period an officer may spend in office based school leader positions is eight consecutive years in any combination of placements at any level.

166 Internal promotion

- 166.1 A teacher who is promoted to School Leader C, B or A in their current location will be appointed for a minimum period of three years. In the final year of such a placement, the principal can apply to the Schools Director and Director, Human Resources to extend the placement up to a maximum total placement of 10 years.

167 Jervis Bay School

- 167.1 In addition to general transfer entitlement provisions, teacher transfer as set out in this section will apply to all teachers (including classroom teacher and school leader classifications) who are appointed, promoted or transferred to Jervis Bay School.
- 167.2 Teachers who request a transfer to classroom teacher positions at Jervis Bay School in order to accompany their partner on a temporary posting to the naval complex will be eligible to seek an extension to their placement to match the period of the posting. Appropriate evidence of the posting must be supplied.
- 167.3 Teachers appointed to classroom teacher positions at Jervis Bay School who are already established residents of the local area at the time of appointment may apply to have the placement extended to meet ongoing family commitments.
- 167.4 Teachers appointed, promoted or transferred to a school leader position at Jervis Bay School may reapply for the position when advertised. If successful, the teacher will be placed for the maximum period applicable. If unsuccessful, the teacher will be placed through the normal transfer entitlement procedures.

168 Special education and student support positions

- 168.1 In addition to the general transfer entitlement provisions, a classroom teacher may access transfer entitlement from their third year of special education or student support placement in order to transfer to another setting or site.

169 Birrigai@Tidbinbilla positions

- 169.1 Vacant classroom teacher positions at Birrigai@Tidbinbilla will be advertised as limited time positions for one, two, three or four years.
- 169.2 The maximum period a classroom teacher may spend at Birrigai@Tidbinbilla is six consecutive years.
- 169.3 Teachers and school leaders may use transfer entitlement in the final year of appointment or from their fifth year at Birrigai@Tidbinbilla.

170 Instrumental Music Program

- 170.1 All identified teacher positions in the program will be advertised as limited time positions for one, two, three or four years.
- 170.2 The maximum period a classroom teacher may spend in the Instrumental Music Program is six consecutive years.
- 170.3 Teachers and school leaders may use transfer entitlement in the final year of appointment or from their fifth year in the Instrumental Music Program.

171 Languages teachers

- 171.1 Taking into account recent changes in Languages provision across the system, the Department and the AEU agree to monitor the effect of transfer entitlement on languages programs in schools, with a view to addressing any issues as they arise.

Section FF - Allowances and payments**172 Principal allowances**

- 172.1 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.

172.2 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.

173 Special Education Allowance

173.1 Current procedures for payment of the special education allowance will continue and the allowance will be increased in accordance with salary increases within this Agreement. Details are contained in Annex A clause 229.

174 Travelling entitlement

174.1 A teacher appointed to, or on contract at, Birrigai@Tidbinbilla or Jervis Bay, is entitled to receive a travelling entitlement.

174.2 The travelling entitlement replaces any existing entitlement for isolated establishment allowance for teachers under the PSM Act and Standards.

174.3 Travelling entitlement is payable for each complete trip when a teacher attends duty to the maximum of once per day.

174.4 A teacher is entitled to be paid the full rate of the entitlement for each continuous period of duty if they do not travel at the Department's expense and:

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

174.5 A teacher who meets the requirements above but travels at the Department's expense on the journey either to or from the isolated establishment, is entitled to be paid only at the partial rate.

174.6 A teacher who lives in a dwelling provided by the Department at the isolated establishment, or lives within 10 kilometres from it, is not entitled to the entitlement unless they receive a payment for the use of private motor vehicle for official purposes.

174.7 If a teacher 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.

174.8 The designated isolated establishments and the relevant rates of pay will be reviewed during the life of this Agreement and cease if the establishment no longer fulfils the criteria for the payment of isolated establishment allowance.

174.9 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.

174.10 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 Public Sector Motor Vehicle Allowance

175 Teaching innovation allowance

175.1 Schools may continue to provide an allowance for teachers who undertake approved innovative projects that enhance teaching and learning under the Leading Teacher Positions policy. Each teaching innovation allowance must be established within a school year and may not continue beyond the end of term 4.

175.2 The teaching innovation allowance is fixed at \$3,500 per annum and is to be paid from school funds.

175.3 During the life of this Agreement, the Department and the AEU will review the application of this allowance.

176 Practicum supervision payment

- 176.1 The Department and the AEU consider student teacher supervision an important component in the ongoing development of the teaching profession.
- 176.2 Teachers who undertake supervision of student teachers will have that recorded in their Professional Pathways Plan.
- 176.3 The Department will not enter into any arrangement with the University of Canberra and other relevant universities to alter direct payment of the practicum supervision to the supervising teacher.

177 Higher duties allowance

- 177.1 All teachers will receive a payment of higher duties allowance after the completion of a total of five days of higher duty work. The first five days do not count for payment purposes, except where sub-clause 177.2 applies.
- 177.2 Where the initial establishment period of higher duties is equal to one school term or more, higher duties allowance will be paid for the total period of higher duty work including the first five days.
- 177.3 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.
- 177.4 Current school leader selection procedures agreed between the Department and the AEU for filling temporary vacancies will continue to apply.
- 177.5 Periods of higher duty should not normally extend beyond 12 months. If after 12 months the position is nominally vacant it will be advertised unless there are exceptional circumstances.

178 Relocation assistance

- 178.1 Provision of relocation assistance is considered on a case by case basis for all classifications, including those at Jervis Bay. The general considerations for the payment of this allowance will include:
- (a) reimbursement of reasonable costs;
 - (b) individual circumstances, including number of dependants and location a teacher moves from;
 - (c) recruitment considerations; and
 - (d) system needs.
- 178.2 Individuals should not incur costs with an expectation of payment without prior authorisation from the Chief Executive.
- 178.3 The relocation payment is to be fully supported by receipts.
- 178.4 In the event that the teacher terminates their employment with the Department within 18 months of the date of appointment and does not commence employment with another ACTPS agency within one month, the teacher may be required by the Chief Executive to repay:
- (a) in the case the teacher terminates employment within 12 months from the date of appointment – 100 percent of the relocation payment, or
 - (b) in the case the teacher terminates employment more than 12 months and less than 18 months from the date of appointment – 50 percent of the percent relocation payment.

Section GG - Recognition of work and life responsibilities

179 Regular part time work and job sharing

- 179.1 The Department and the AEU recognise that regular part time work and job sharing can be an effective means of reconciling the sometimes conflicting demands of a teacher's work and personal commitments. To that end, regular part time work and job sharing are available to teachers on the following basis.
- 179.2 The Department is committed to providing teachers with opportunities to access part time work so that they can more easily balance their work and life responsibilities. These responsibilities might include primary responsibility for a preschool child, care of elderly parents or caring for a family member with a disability.
- 179.3 Applications for part time work will be considered on the basis of the personal needs of the teacher, taking into consideration operational requirements.
- 179.4 For teachers returning from maternity or parental leave see Part 1 clause 41.

180 Regular part time work for school based teachers and school leaders

- 180.1 The term 'part time teacher' includes both permanent and temporary part time teachers who work less than full time hours.
- 180.2 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.
- 180.3 In negotiating the placement of a permanent part time position, the Department will employ a permanent part time teacher at any fraction agreed to by the teacher and the principal or the Director for School Leader A..
- 180.4 Once set for each school year, 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, must be approved by the Director of Human Resources.
- 180.5 Teachers working part time may elect to undertake casual teaching, up to the equivalent of a full time load.
- 180.6 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 teacher and principal/manager or the Director for School Leader A;
 - (b) in accordance with sub-clause 180.4; or
 - (c) by applying for full time positions in the annual classroom teacher transfer/placement round.
- 180.7 Permanent part time teachers may only convert to full time work substantively by applying for full time positions in the annual classroom teacher transfer/placement round.
- 180.8 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.
- 180.9 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 teachers working 0.8 and above.
- 180.10 As a means of promoting family friendly policies in the workplace, the Department and the AEU fully support part time employment. A part time teacher's load will be structured to take into account family friendly policies and an appropriate pattern of attendance will be negotiated.

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- 180.11 Part time teachers are required to attend and participate in activities, such as professional learning and moderation days. To accommodate such attendance, the principal may:
- (a) negotiate a variation of attendance at another time so that normal hours of work are not exceeded; or
 - (b) elect to pay the teacher from school funds for attendance beyond their usual hours of duty on the day of the specified activity.
- 180.12 Any disputes about the operation of this clause will be dealt with in accordance with clause 83 in this Agreement.

181 Job Sharing

- 181.1 Full time teachers may request in writing permission to work in a job sharing arrangement. The Chief Executive will not unreasonably refuse, subject to operational requirements.
- 181.2 Teachers working under job sharing arrangements share one full time job and will be considered to be part time with each working part time on a regular continuing basis.
- 181.3 The pattern of hours for the job sharing arrangement will be agreed between the teachers and the Chief Executive. However, any single attendance at an office based worksite will be for not less than three consecutive hours.
- 181.4 A teacher who is in a job sharing arrangement and who was previously working full time may revert to full time employment before the expiry of the agreed period of job sharing if all parties to the arrangement agree. In the event that either teacher ceases to participate in the job sharing arrangement, the arrangement will terminate.
- 181.5 In the transfer rounds, the Department will continue to make provisions for tandem applications where teachers propose to jointly apply for a position in a job share arrangement.

182 Unpaid parental leave

- 182.1 The Chief Executive will, on application, grant a teacher who has completed 12 months current continuous service with ACTPS unpaid parental leave after the birth, adoption or placement of a foster child as defined in sub-clause 56.2. This will include any period of paid or unpaid maternity leave.
- 182.2 Unpaid parental leave will not count as service for any purpose.
- 182.3 Unpaid parental leave is available to either parent if they are both teachers but cannot be taken concurrently.
- 182.4 A maximum of four years unpaid parental leave may be granted for the first child or until the child reaches school age.
- 182.5 A further three years in total may be granted for any subsequent children.
- 182.6 Any entitlement remaining from the first child cannot be added to the entitlement for subsequent children.
- 182.7 The maximum leave available under this provision is seven years.
- 182.8 Unpaid parental leave can only be approved to the day before the beginning of a new school year.
- 182.9 Following advice from the Department a teacher may be unattached when leave extends beyond 12 months.

183 Home based work (school based teachers)

- 183.1 There may be occasions where it is appropriate for a teacher to work from home on an ad hoc basis. In these circumstances, arrangements to work from home are to

be negotiated on a case by case basis between the teacher and their principal/manager.

- 183.2 Home based work is a voluntary arrangement which requires the agreement of both the Department and the teacher.
- 183.3 When assessing the requirement for home based work, a manager/principal needs to be assured that operational requirements, the effect on students and clients, security, performance monitoring, and health and safety factors have been fully satisfied.
- 183.4 Approval for home based work will only be granted in exceptional circumstances.

184 Home based work (office based teachers)

- 184.1 The diverse nature of work conducted in the ACTPS lends itself to a range of working environments. From time to time, workplaces will include work undertaken in the field and in the home.
- 184.2 Home based work, on a regular basis, is a voluntary arrangement that requires the agreement of both the Department and the teacher. The Chief Executive will consider requests by teachers for home based work, having regard to operational requirements and the suitability of the work.
- 184.3 In determining appropriate home based work arrangements, the Chief Executive and the teacher will consider a range of matters, including:
- (a) appropriate and effective communication with office based employees;
 - (b) the need to ensure adequate interaction with colleagues;
 - (c) the nature of the job and operational requirements;
 - (d) privacy and security considerations;
 - (e) health and safety considerations;
 - (f) the effect on clients; and
 - (g) adequate performance monitoring arrangements.
- 184.4 Home based work arrangements may be terminated by the Chief Executive on the basis of operational requirements, inefficiency of the arrangements, or failure of the teacher to comply with the arrangements.
- 184.5 A teacher may terminate home based work arrangements at any time by giving reasonable notice to the Chief Executive.
- 184.6 There may also be occasions where it is appropriate for a teacher to work from home on an ad hoc basis. In these circumstances, arrangements to work from home are to be negotiated on a case-by-case basis between the teacher and the supervisor/manager.
- 184.7 The Department will provide home computing facilities where a teacher and the teacher's supervisor/manager agree there is a need for such facilities. Provision of equipment by the Department will be subject to occupational health and safety requirements and to an assessment of technical needs by the supervisor/manager.

185 Purchased leave (school based teachers)

The scheme

- 185.1 Purchased leave provides school based teachers with the opportunity to take one term or one semester of additional leave for any purpose including family responsibilities, travel or study. The leave may also be used as a transition to retirement.
- 185.2 **Eligibility:** There is no qualifying period. Applicants must be permanent school based teachers (including principals).

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- 185.3 **Duration:** The scheme allows eligible teachers to accrue one term or one semester of additional leave purchased through a pre-calculated fortnightly payment from salary. For the purposes of this scheme, one term equates to 10 weeks and one semester equates to 22 weeks (including the two weeks stand down between terms).
- 185.4 **Payment:** Purchased leave is accrued by fortnightly payments from salary over 26 paydays (12 months) for one term, or 52 paydays (24 months) for one semester.
- 185.5 **Permanent part time (PPT) teachers:** PPT teachers are eligible to apply for purchased leave on the following basis:
- (a) The fortnightly payment from salary will be adjusted in accordance with PPT hours of duty.
 - (b) Payment during purchased leave will be at the rate the leave was accrued, similar to annual leave.
- 185.6 **Applications to join the scheme:** Applications are made by completion of the Application for Purchased Leave form and require the recommendation of the principal.
- 185.7 **Closing dates:** Applications to join the scheme may be made at any time prior to four closing dates each year: 1 March, 1 May, 1 August and 1 December.
- 185.8 **Approval:** Approval of applications to join the scheme is subject to the system operational requirements. The delegate for approval will be the Manager, Workforce Management.
- 185.9 **Accrual period:** Where approval is given, teachers will commence the accrual period from the beginning of the following school term and payments from salary will commence on the first payday of that term.

Taking purchased leave

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

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- (b) 1 April for purchased leave to be taken during Semester 2 of the same year.

Conditions for purchased leave

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

Special conditions

- 185.27 **Opting out:** Opting out may occur under special circumstances, eg. long term compensation, unforeseen change in financial circumstances. Applications to leave the scheme:
- (a) must be in writing through the principal to the Manager, Workforce Management;
- (b) require a minimum of two weeks notice; and
- (c) if approved, will result in the teacher being reimbursed the exact amount contributed.
- 185.28 **Unused purchased leave:** Any purchased leave remaining unused at the end of the 12 month period following accrual will be paid out at the salary applicable on 1 January of that year.
- 185.29 **Re-credit of purchased leave:** Unused purchased leave re-credited because of sick leave in excess of five continuous days will be paid out at current salary at the end of the 12 month period following accrual.
- 185.30 **Resignation/retirement:** Unused leave will be paid out on a pro rata basis based on the amount of leave accrued. Payment will be based on current salary at the date of resignation or retirement.

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- 185.31 **Transfer/promotion to another agency:** It is unlikely purchased leave will be able to be transferred to other agencies. Leave not able to be transferred and not taken prior to transfer or promotion will be paid out at current salary at the date of transfer or promotion.
- 185.32 **Exceptional circumstances:** Application to delay taking of leave will only be approved in exceptional circumstances. Applications must be recommended by the principal and approved by the Manager, Workforce Management.

Cost

- 185.33 **Calculation:** The formula is based on an officer's actual gross fortnightly salary excluding allowances.
- (a) For one term (10 weeks) of purchased leave, the payment from fortnightly salary is made over 26 paydays (12 months). The payment equals the gross fortnightly salary multiplied by 10 divided by 52.
 - (b) For one semester (22 weeks) of purchased leave, the payment from fortnightly salary is made over 52 paydays (24 months). The payment equals the gross fortnightly salary multiplied by 11 divided by 52.
 - (c) An officer who accrues one term of purchased leave over the initial 26 paydays may apply to increase that to one semester (additional 12 weeks) over the following 26 paydays. The payment for the additional period equals the gross fortnightly salary multiplied by 12 divided by 52.
 - (d) Payments will be amended with changes in substantive salary.

Dispute resolution

- 185.34 In the first instance, the relevant officer will discuss the matter with the principal and if applicable the Manager, Workforce Management.
- 185.35 If no resolution can be reached then the Department's normal internal review procedures will apply.

186 Purchased leave (office based teachers)

The scheme

- 186.1 Subject to sub-clauses 186.3 and 186.4, teachers may purchase leave in addition to the teacher's usual annual leave entitlement, up to a maximum of 12 weeks in any 12 month period. This additional leave will be paid for by a fortnightly deduction from the teacher's salary over an agreed acquittal period not exceeding 12 months from the date the teacher commences participation in the purchased leave scheme (the scheme).

Approval to participate

- 186.2 Full time and part time teachers (other than casual teachers) who are covered by this Agreement may apply to the Chief Executive for approval to participate in the scheme at any time. The application must specify the amount of leave to be purchased in whole weeks up to a maximum of 12 weeks, and the period over which the additional leave is to be acquitted in accordance with sub-clause 186.1.
- 186.3 Approval by the Chief Executive for a teacher to purchase and use purchased leave, is subject to both the operational requirements of the workplace and the personal responsibilities of the teacher.
- 186.4 Approval to purchase additional leave will not be given where a teacher has accrued excess annual leave credit (sub-clause 51.11), except where the teacher intends to use all excess annual leave credit before taking purchased leave.

Paying for purchased leave

- 186.5 Fortnightly deductions, from the teacher's salary, will commence as soon as practicable following approval of the teacher's application. The deductions will be

calculated on the teacher's salary at the date of commencement of participation in the scheme, the amount of leave to be purchased and the agreed acquittal period.

186.6 Despite sub-clause 186.5, if the teacher's salary changes during the acquittal period the teacher may seek approval for the deduction to be recalculated.

186.7 Subject to sub-clause 186.8, regular allowances may be included in the calculation of purchased leave payments where:

- (a) the Department and the teacher agree any or all of these allowances are appropriate; and
- (b) there is the likelihood the allowance will continue to be received over the duration of the acquittal period.

186.8 Disability allowances, which are paid according to the hours worked, cannot be included for the purposes of calculating purchased leave payments.

Taxation

186.9 Fortnightly tax deductions will be calculated on the teacher's gross salary after the deduction has been made for purchased leave.

Use of purchased leave

186.10 Teachers participating in the scheme must apply to the relevant manager/supervisor for approval to use purchased leave. Approval will be subject to the operational requirements of the workplace, the personal responsibilities of the teacher and appropriate periods of notice.

186.11 A minimum of one week of purchased leave must be taken at any one time unless the remaining balance is less than one week or the relevant manager/supervisor is satisfied, on evidence presented, there are exceptional circumstances which warrant purchased leave being taken in shorter periods. For part time teachers, purchased leave will be credited and debited on a pro rata basis.

186.12 While a teacher is on a period of purchased leave the teacher will be paid at the rate of salary used to calculate the teacher's deduction.

186.13 Purchased leave must be used within the agreed acquittal period, not exceeding 12 months from the date of commencement in the scheme. Purchased leave not taken within the agreed acquittal period will be forfeited and the value of the leave refunded to the teacher at the end of the acquittal period.

Public holidays during purchased leave

186.14 Public holidays that fall during periods of absence on purchased leave will be paid as a normal public holiday and will not be deducted from purchased leave.

Personal leave during purchased leave

186.15 Where a teacher provides a medical certificate for a personal illness occurring during a period of absence on purchased leave, the teacher will have the purchased leave re-credited for that period covered by the medical certificate, and substituted by personal leave.

Maternity and primary care giver's leave

186.16 A teacher participating in the scheme who proceeds on paid maternity or primary care giver's leave may elect to, either:

- (a) exit the purchased leave scheme and have any money owing refunded; or
- (b) subject to sub-clause 186.17, remain in the scheme and have salary deductions continue during the period of paid maternity or primary care giver's leave.

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- 186.17 Purchased leave taken during a teacher's absence on maternity or primary care giver's leave will not extend the teacher's total period of maternity or primary care giver's leave.

Compensation leave

- 186.18 A teacher participating in the scheme who proceeds on paid compensation leave will have salary deductions for purchased leave continue. Normal conditions for purchased leave will apply for teachers on graduated return to work programs; however entry into the scheme should be discussed with the rehabilitation case manager.

Effect on other entitlements

- 186.19 Leave taken as purchased leave will count as service for all purposes.
- 186.20 Purchased leave will not affect the accrual of other forms of leave, such as personal leave, annual leave or long service leave.
- 186.21 Purchased leave will not affect the payment and timing of salary increments.
- 186.22 The purchase of additional leave under this clause will not affect the superannuation obligations of the employer and/or the teacher involved.

Transfer between ACTPS agencies

- 186.23 Where a teacher who is participating in the scheme transfers from one ACTPS agency to another during the agreed acquittal period, the teacher's continuation in the scheme will be subject to the separate approval of the gaining agency. Where such approval is not given, any money owing to the teacher in respect of purchased leave not taken will be refunded to the teacher as soon as practicable. Any shortfall in salary payments will be deducted from monies owing to the teacher.

Early exit from the scheme

- 186.24 Once a teacher commences participation in the scheme, the teacher may only opt out of the scheme before the expiration of the agreed acquittal period, where:
- (a) the provisions of sub-clause 186.16(a) and/or sub-clause 186.23 apply; or
 - (b) the teacher can demonstrate, in writing, that exceptional circumstances exist, such as unforeseen financial hardship, and the relevant manager agrees; or
 - (c) the teacher's employment with the Department ceases before the expiration of the agreed acquittal period.

Section HH - Other matters

187 Assessment, moderation and certification

- 187.1 The Department and the AEU recognise the professional obligation and responsibility of Years 11 and 12 teachers to engage in the assessment, moderation and certification process.
- 187.2 Years 11 and 12 teachers are required to attend and participate in designated moderation day(s).
- 187.3 Part time teachers are required to attend and participate in moderation days. To accommodate such attendance, the principal may:
- (a) negotiate a variation of attendance at another time so that normal hours of work are not exceeded; or
 - (b) elect to pay the teacher from school funds for attendance beyond their usual hours of duty on the day of moderation.

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- 187.4 Where a Year 11 or 12 teacher is not required to attend the moderation day(s), appropriate professional learning will be scheduled. Attendance at such professional learning is required.
- 187.5 A teacher who cannot attend a moderation (or an alternative professional learning) day may:
- (a) for absences known in advance, submit a leave form in advance of the absence, accompanied by relevant documentation; or
 - (b) for unexpected absences, submit a leave form accompanied by the appropriate documentation as soon as the teacher returns to work.
- 187.6 In accordance with clause 49, any request for personal leave under sub-clause(s) 187.5(a) or 187.5(b) will be accompanied by appropriate documentary evidence detailed in sub-clause 49.19, or by reasonable evidence that the leave is essential at that time.
- 187.7 Any teacher not attending required moderation (or alternative professional learning) day(s) who is not covered by sub-clause(s) 187.5(a) or 187.5(b) will be on unauthorised leave without pay.
- 187.8 Non-attendance at required moderation (or an alternative professional learning) day(s) may constitute misconduct and could be subject to disciplinary proceedings.
- 187.9 The Department and the AEU will establish mechanisms for regular consultation to address issues associated with quality assessment, moderation and certification.

188 Murrumbidgee Education and Training Centre, Bimberi (METC)

- 188.1 Provisions for an extended educational program at the METC will be agreed by the Department and the AEU in a METC Extended Educational Program Scheme Agreement.

189 Birrigai@Tidbinbilla

- 189.1 Conditions specific to teachers at Birrigai@Tidbinbilla are as agreed by the Department and the AEU.

190 ANU Secondary College

- 190.1 Provisions for the ANU Secondary College program will be as agreed between the Department and the AEU and documented in the ANU Secondary College Procedures Manual.

191 Psychologists employed as school counsellors

- 191.1 School Counsellors (Psychologists) will be employed under the salary rates set out in Annex A, Salaries and allowances.
- 191.2 School Counsellors (Psychologists) will be employed under the conditions of employment that apply to school based School Counsellors with teaching qualifications. The conditions of employment include those set out in this Agreement.
- 191.3 Specific conditions set out in this Agreement relating to the professional role of teachers as educators will not apply to School Counsellors (Psychologists). These exclusions will be agreed between the Department and the AEU.
- 191.4 During the life of this agreement, the Department and the AEU will formally document and agree on the salary and conditions and the relationship of these salaries and conditions applying to School Counsellors (Psychologists).

192 Recognition of additional qualifications

- 192.1 The current procedures for recognition of additional qualifications will continue unless otherwise agreed by the Department and the AEU.

193 Recognition of prior experience

193.1 The current procedures for recognition of prior experience will continue unless otherwise agreed by the Department and the AEU.

194 Occupational health and safety

194.1 In consultation with the AEU, the Department will review current Occupational Health and Safety practices in light of the requirements of the *Work Safety Act 2008*.

195 Selection committees

195.1 The Department and the AEU agree that the procedures for filling vacancies will be:

- (a) agreed joint selection processes; and
- (b) other agreed procedures.

195.2 A Joint Selection Committee will normally comprise, but not be limited to:

- (a) a chairperson who has appropriate training, skills and experience, nominated by the Chief Executive; and
- (b) other persons who have appropriate training, skills and experience.

195.3 The selection committee composition must be agreed by the Director Human Resources and the AEU.

195.4 From time to time the Chief Executive will call for nominations from teachers to be included on the list of persons who have appropriate skills and experience.

195.5 The relevant selection guidelines must be referred to in the conduct of any selection process.

195.6 Except for review of process, the outcome of any promotions position selections filled using agreed joint selection procedures is not appellable.

196 Professional registration

196.1 The Department and the AEU agree to continue the development of proposals for a system of teacher registration in the ACT.

197 Strategic alliances

197.1 The quality of learning 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.

197.2 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.

198 Recording of attendance

198.1 Teachers other than managers or equivalent are required to record daily attendance using the appropriate approved format and a hard copy retained for a period of two years.

198.2 The teacher is responsible for ensuring their attendance record is accurate, and that all appropriate leave applications are submitted in accordance with clause 199.

199 Managing employee absences

199.1 Details on managing employee absences are contained in the Mandatory Procedures for Managing Employee Absences.

199.2 The Department and the AEU acknowledge the importance of effectively managing teacher absences and timely submission of leave forms. To assist with this, and in accordance with sub-clause 198.1, all teachers are required to complete fortnightly attendance records for leave purposes.

199.3 All teachers are required to submit an application for leave prior to any planned absence or, for unplanned absences, within 10 days of the initial absence unless there are exceptional circumstances (eg. hospitalisation).

199.4 Absences not covered by approved leave will be treated as an unauthorised absence and may result in salary and/or disciplinary action in accordance with the Department's Mandatory Procedures for Managing Employee Absences.

200 Christmas shutdown

200.1 This clause does not apply to casual teachers.

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

200.3 Subject to sub-clause 202.5, two days of paid leave will be granted to all teachers for those days in the Christmas shutdown period for which a paid public holiday is not provided for under sub-clause 62.1. This leave will count as service for all purposes.

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

201 Stand down

201.1 Stand down applies to school based teachers and principals only. Office based teachers must use a form of leave, flextime or time in lieu to access time off during the stand down period detailed in sub-clauses 201.2 and 201.3.

201.2 The days following the designated annual leave period set out in sub-clause 202.4 and prior to commencement of the school year constitute a stand down period.

201.3 The working days between the published school term dates during the school year also constitute a stand down period.

201.4 Where circumstances justify it, the Chief Executive may recall a teacher or principal to duty during a period of designated stand down.

201.5 Where a teacher or principal is required on duty during a period of stand down, there is no entitlement to day/s of stand down in lieu of such duty.

202 Annual leave for school based teachers and principals

202.1 This clause must be read in conjunction with clause 51 Annual leave.

202.2 Teachers in schools who commence duty on or before first school day of a calendar year and work without a break in service during the year, are entitled to the equivalent of four weeks annual leave for each calendar year of service for their ordinary hours of duty.

202.3 The Chief Executive may direct a teacher or principal to take accrued annual leave, whether or not an application for leave has been made, at a time that is convenient to the Department.

202.4 School based teachers and school leaders are required to take their accrued annual leave (20 days maximum) during a period commencing on the first working day following the end of Term 4 and concluding on the last working day prior to Australia Day. This period consists of:

- (a) Public holidays (in accordance with clause 62)
- (b) Annual leave (maximum of 20 days)
- (c) Christmas shutdown (in accordance with clause 200)
- (d) Where required, stand down (clause 201)

202.5 During the period referred to in sub-clause 202.4 the maximum 20 days of annual leave will be exhausted prior to Christmas shutdown and then where required,

stand down being accessed. This period where the 20 days annual leave is exhausted is the designated annual leave period.

As an example: In the event that declared public holidays, two days Christmas shutdown and only 19 days annual leave would complete the period referred to in sub-clause 202.4, then only one day of Christmas shutdown would be accessed to ensure the 20 days annual leave is exhausted.

202.6 When a teacher or principal does not have sufficient accrued annual leave to cover the designated annual leave period, they will be placed on stand down once accrued annual leave credits have been exhausted. Unless otherwise determined by the Chief Executive, this period of stand down will be without pay.

202.7 Unless otherwise determined by the Chief Executive, school based teachers and principals may not use accrued annual leave during school term time.

203 Recall to duty during annual leave

203.1 Where circumstances justify it, the Chief Executive may recall a teacher or principal to duty during a period of designated annual leave.

203.2 When the Chief Executive recalls a teacher/principal to duty during a period of annual leave and the period is five days or less, the teacher/principal will be entitled to time in lieu for the period of recall.

203.3 The exact period of time in lieu must be registered in writing with the principal or, in the case of principals, with the relevant Director Schools at the commencement of the school year immediately following the period of annual leave.

203.4 When the Chief Executive recalls a teacher/principal to duty during a period of annual leave and the period is in excess of five days, the teacher/principal will have the period of annual leave re-credited.

203.5 Registered time in lieu and re-credited annual leave resulting from a recall to duty during annual leave may be taken at a time in the subsequent school year agreed between the teacher/principal and the Chief Executive.

203.6 Approval to take registered time in lieu and re-credited annual leave is subject to the efficient operations of the school. Registered time in lieu not taken by the end of the subsequent school year will not carry over the following year.

204 Annual leave loading

204.1 Classroom teachers and school counsellors (Psychologists) who are entitled to annual leave under clause 51 will be paid an annual leave loading.

204.2 The amount of a teacher's entitlement under sub-clause 204.1 will be based on seventeen and a half percent of the teacher's ordinary hourly rate of pay on 1 January multiplied by the number of hours of annual leave accrued during the preceding twelve months service.

204.3 Where a teacher's entitlement is based on sub-clause 204.2, the leave loading payable is subject to a maximum payment. This maximum payment is the equivalent of the Australian Bureau of Statistics' male average weekly total earnings for the September quarter of the year before the year in which the date of accrual occurs. Where the leave accrual is less than for a full year, this maximum is applied on a pro rata basis.

204.4 Part time teachers will be paid the annual leave loading on a pro rata basis.

204.5 A teacher whose employment ceases and who is entitled to payment of accumulated annual leave or pro rata annual leave will be paid any accrued annual leave loading not yet paid and leave loading on pro rata annual leave entitlement due on separation.

204.6 Annual leave loading will be paid in conjunction with annual leave taken, under clause 201.

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- 204.7 Any unpaid annual leave loading accrued by employees will be paid each year on the last payday in term 4 of the school year.

Section II - Office based teacher conditions

205 Hours of duty

- 205.1 Ordinary hours of work for office based teachers with the exception of Managers are 147 hours over a four week period (i.e. an average of 73 hours 30 minutes per fortnight or 36 hours 45 minutes per week). Ordinary daily hours of work will usually be 7 hours 21 minutes.
- 205.2 For part time teachers, hours are those designated for the job or agreed in their part time work agreement.

206 Scheduling of meetings

- 206.1 To assist employees to meet their personal responsibilities, where possible, all meetings in the Department are to be scheduled at times that take into account those responsibilities.
- 206.2 Where possible, regular meetings and other scheduled activities should be included in the year/term planner.

207 Professional performance management

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

208 Flextime

- 208.1 Flextime provides the framework for an employee's pattern of attendance at work to be varied according to the needs of the employee and the requirements of the work unit. It is not a system that is designed to increase or reduce the total number of hours that must be worked.
- 208.2 For flextime arrangements to work effectively, managers and employees have a responsibility to manage hours of work to ensure that individuals are not building up excessive flex credits without:
- (a) the opportunity to access paid leave accrued as a result of flex leave; and
 - (b) being productively employed, i.e. a manager may require an employee not to accumulate flex credits where there is insufficient work.
- 208.3 Arrangements for flextime will be in accordance with operational requirements, occupational health and safety principles and the personal needs and responsibilities of the employee.
- 208.4 Flextime provisions will apply to all teachers in the office other than School Leader As where they are full time teachers working 147 hours over a four week period, i.e. an average of 73 hours 30 minutes per fortnight.
- 208.5 School Leader Bs and School Leader Cs in the office may negotiate suitable alternative time-in-lieu arrangements in consultation with their managers. These arrangements must be documented and approved at director level, and will replace any flextime arrangements previously in operation for that individual.
- 208.6 The flextime bandwidth is from 7.00am to 7.00pm, Monday to Friday subject to the following:

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- (a) Flextime may be worked outside the bandwidth stipulated where a teacher and their director so agree.
 - (b) Starting and finishing times, including for meal breaks, within the bandwidth are to be determined for individual work areas by the manager, after consultation with teachers.
 - (c) Hours of work arrangements will be in accordance with operational requirements and occupational health and safety principles. In determining hours of work, the personal needs and family responsibilities of teachers must be given consideration.
 - (d) There are no core hours of attendance.
 - (e) A teacher must not work for longer than five hours without a meal break of at least thirty minutes.
- 208.7 Teachers may accrue up to five days flextime in any settlement period. A teacher may not have an accrual in excess of three days of flextime at the conclusion of any settlement period, unless otherwise agreed between the teacher and their manager, and approved by the relevant director.
- 208.8 Any flextime debit may be allowed to continue for a maximum of four weeks from when it was incurred, unless otherwise agreed between the teacher and their manager, and approved by the relevant director
- 208.9 Paid leave accrued as a result of flextime will be taken at such times and in such a period or periods as are agreed between the teacher and the manager.
- 208.10 Teachers with accrued flextime credits must be given the opportunity to take the credit prior to the completion of their placement. Flextime credits cannot be transferred to a school based position.
- 208.11 For these arrangements to work effectively, managers need to manage the hours of work of teachers to ensure that teachers are not continuing to build excessive flextime credits without opportunity to access flextime leave.

209 Flexible working arrangements for School Leader A

- 209.1 The Department has a responsibility to minimise the extent to which excessive hours are worked by its employees. As far as practicable, the Department will develop strategies to try to reduce the incidence of excessive hours being worked.
- 209.2 However, the Department recognises that there is an expectation that its employees at the School Leader A classification levels, because of the nature of the employee's duties and responsibilities, may be required to work extensive hours over a significant period.
- 209.3 The working arrangements (including working hours) for an employee who is a School Leader A will be agreed between the employee and the supervisor/manager (but must be at least 36.75 hours per week). In considering these working arrangements, the employee and the supervisor/manager will take into account in particular:
- (a) the operational requirements and workload demands of the Department or business unit; and
 - (b) the interests of the employee in achieving a reasonable balance of work and personal life.
- 209.4 In recognition of excessive hours that may be performed by employees, other than casual employees, who are at the School Leader A classification levels, the arrangements set out in sub-clauses 209.5 to 209.9 will apply.
- 209.5 An employee in the Department at the date of operation of the Agreement will be eligible to access the credit hours under sub-clause 209.8 if the supervisor/manager is satisfied that the employee has worked in excess of the

employee's ordinary weekly hours additional to the employee's normal hours of work during the 12 months prior to the date of operation.

- 209.6 An employee who commences in the Department after the date of operation of this Agreement will be eligible to access the credit hours under sub-clause 209.8 once the employee's supervisor/manager is satisfied that the employee has worked in excess of 36.75 hours additional to the employee's normal hours of work since the time the employee commenced in the Department.
- 209.7 At the conclusion of the 12 month period after the credit hours have been granted under either sub-clause 209.4 or 209.6, an employee will be eligible to access the credit hours under sub-clause 209.8, provided that the employee's supervisor/manager is satisfied that the employee has worked in excess of 36.75 hours additional to the employee's normal hours of work during the previous 12 month period.
- 209.8 Once an employee satisfies the requirements of either sub-clauses 209.4, 209.6 or 209.7, the employee will be provided with a credit bank of 36.75 hours (credit hours) under the following conditions:
- (a) the credit hours are to be taken within 12 months of the credit hours being granted, at a time agreed between the employee and the supervisor/manager; and
 - (b) the credit hours not taken by the employee within 12 months of the credit hours being granted will lapse; and
 - (c) the credit hours are granted on the basis that the employees will maintain appropriate records.
- 209.9 Despite sub-clauses 209.1 to 209.8, School Leader As in the office may negotiate suitable alternative time-in-lieu arrangements in consultation with their directors. These arrangements must be documented and approved at director level.

210 Graduated return to work

- 210.1 Unless otherwise agreed and recorded with the Manager, Workforce Management, office based teacher conditions will apply to teachers placed in the office on a graduated return to work placement.

211 Stand down and annual leave on commencement

- 211.1 Prior to commencement in an office position, a teacher will not normally be required to attend from the working day after the last day of term 4 until 31 December (stand down).
- 211.2 Annual leave must be taken from the first working day after 1 January till the commencement date of the placement.
- 211.3 The manager in consultation with the employee will determine the commencement date of the placement after 1 January.

212 Stand down and accrued annual leave

- 212.1 Commencement dates for placement of office based teachers will not normally fall during a stand down period
- 212.2 The placement dates for office based teachers will include any stand down periods following the commencement of the placement.
- 212.3 Office based teachers will be required to attend or take leave during any stand down periods covered by the placement dates.
- 212.4 It is expected that office based teachers will exhaust all available annual leave credits, accrued during the period of the placement, prior to their return to school.
- 212.5 Deeming provisions for annual leave contained within the Public Sector Management Standards do not apply.

212.6 For office based teachers with annual leave credits in excess of 2.5 years of entitlement, reduction of excess annual leave will be done in accordance with sub-clause 51.11 to 51.16.

212.7 Where an office based teacher has accrued 2.5 years or more of annual leave entitlement, an application for leave by that teacher will, if not recommended by his or her supervisor, be forwarded to the relevant Director for further consideration.

213 Vacation child care program

213.1 This clause applies to an office based teacher (other than a casual or temporary employee who has been engaged by the Department for a period of less than twelve months) with school age children who makes an application for annual leave, purchased leave or long service leave during school holidays that is rejected. In these circumstances the Department will make payment to the employee for each calendar year based on:

- (a) \$40 per day towards the cost of each school child enrolled in an accredited school holiday program;
- (b) up to a maximum of \$200 per child per five days;
- (c) up to a maximum of ten days per child per year;
- (d) up to a maximum of three children;
- (e) reimbursement on production of a receipt.

An accredited school holiday program is a program approved and/or subsidised by a state, territory or local government.

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

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

213.4 An employee whose domestic partner receives a similar benefit from the ACTPS is not eligible for the payment.

Section JJ - School leadership group

214 School leadership group

214.1 This section applies to teachers in School Leader A, School Leader B and School Leader C classifications.

214.2 General provisions for teaching staff will apply to school leaders unless specifically stated otherwise.

215 Professional learning

215.1 The Department and the AEU acknowledge the importance of educational leadership for enhancement of student outcomes, promotion of staff excellence, and for the effective and efficient operation of schools. The Department and the AEU recognise that the school leader role requires significant planning, administration and management, which is frequently undertaken outside of school hours.

215.2 This Agreement acknowledges that School Leaders will devote an identified proportion of designated stand-down periods throughout the year in strategic management and leadership tasks and in professional learning activities.

215.3 School Leaders will participate in professional learning as outlined in sub-clause 150.1.

216 School leader selection procedures

- 216.1 School leaders are selected using the School Leadership Framework agreed between the Department and the AEU.

217 Performance appraisal

- 217.1 All principals will participate in the agreed Principal Appraisal program. School Leader Bs and Cs will participate in the Professional Pathways programs at clause 151.
- 217.2 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 ongoing professional learning and continuous improvement. By modelling a commitment to continuous learning, principals ensure currency in their profession and ensure high professional status.
- 217.3 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.
- 217.4 Principals accept responsibility for supporting and valuing the enhancement of professional practice of teachers through positive leadership within the Professional Pathways program.

218 Managing under-performance: principals

Objectives and application

- 218.1 Under this section, procedures are established for managing under-performance by a principal (including principals in the office). The objectives of these procedures are to provide advice and support to a principal whose performance is below standard and to provide a fair, prompt and transparent framework for action to be taken where a principal continues to perform below expected standard.
- 218.2 Consistent with good management practice, concerns about unsatisfactory work performance should be raised by the director with the principal at the time they arise. The director should offer advice and support to the principal to overcome these concerns. The director should inform the principal that the following procedures might be invoked if the work performance continues to be unsatisfactory.
- 218.3 These procedures must be applied in accordance with the principles of natural justice and procedural fairness and in a manner that promotes the values and general principles of the ACTPS.
- 218.4 The principal appraisal process will be suspended during any under-performance action.
- 218.5 These procedures do not apply to a principal during a probationary period.
- 218.6 Unless specifically referred to in this section, the procedures outlined in this section apply to the exclusion of provisions contained in sections 139 to 147 of the PSM Act and any inefficiency procedures contained in the ACT Public Sector Management Standards, policies and guidelines.
- 218.7 This section sets out the manner in which decisions and actions taken in relation to the management of under-performing principals may be reviewed. These procedures will apply to the exclusion of the rights of appeal and review under Part X1 of the PSM Act and the internal review procedures section S Internal review procedures of this Agreement.
- 218.8 In order to ensure that these procedures operate in a fair and transparent manner, the director will be responsible for making written records of all relevant discussions under these procedures. The principal should be given the opportunity to comment on any such records before signing them.

219 Commencement of formal under-performance procedures

Step one: Action plan.

- 219.1 Where a principals' performance is identified as in need of improvement, it may be appropriate to resolve these through managing performance procedures in a constructive and non-threatening climate and manner.
- 219.2 In managing under-performance, the director is responsible for ensuring that:
- (a) Managing performance is used solely for the purpose of addressing professional issues. Personal issues are dealt with through other means and disciplinary issues are dealt with through section Q Misconduct and discipline;
 - (b) The principal is made aware of the availability at any stage of the Department's Employee Assistance Program for counselling or other support; and
 - (c) The process is conducted in a sensitive, objective and fair manner.
- 219.3 Where the director considers that a principal's work performance is not satisfactory and has previously discussed concerns about the principal's performance with the principal and the problem continues or recurs, the director will inform the principal in writing of this assessment and the reason for it. The principal will be invited by the director to provide written comments on this advice, including any reasons that may have contributed to the recent standard of work performance of the principal.
- 219.4 After taking into account the comments from the principal, the director must prepare an action plan designed to improve the work performance of the principal.
- 219.5 This action plan will be developed by the director in consultation with the principal.
- 219.6 The director will invite the principal to have another party present during discussions on developing the action plan and allow reasonable opportunity for this to be arranged.
- 219.7 The action plan will:
- (a) Identify the expected standard of work required of the principal on an ongoing basis;
 - (b) Develop training and development strategies that the principal should undertake;
 - (c) Outline the potential implications if the principal does not meet the expected standard; and
 - (d) Specify an assessment process and period for the action plan (the action plan period), which should not normally be less than one month and should not exceed three months.

Step two: Regular assessment.

- 219.8 During the action plan period, the director will make regular written assessments (desirably every fortnight) of the principals work performance under the action plan. These comments will be discussed and signed off by the principal and by the director. The principal will be given an opportunity to provide written comments on these assessments.
- 219.9 If at the end of the period the director considers that further time is needed for a fair assessment to be made, then the director may extend the period by up to a further three months. The director will inform the principal in writing of this decision before the end of the action plan period.

Step three: Final assessment/report.

- 219.10 If at the end of the action plan period, the director assesses the work performance of the principal as satisfactory, no further action will be taken under these procedures. The director will inform the principal in writing of this conclusion.

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

Step four: Under-performance action.

219.12 If under-performance action is to be taken, the Executive Director, School Education will advise the principal in writing:

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

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

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

219.14 At any time after seven days from the date the Executive Director, School Education informed the principal under sub-clause 219.12, the Executive Director, School Education may, after taking into consideration any written comments from the principal, take any of the under-performance actions outlined in the information provided to the principal under sub-clause 219.12. The Executive Director, School Education will inform the principal in writing of this decision.

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

Appeal rights.

219.16 The principal has the right under section T Appeal mechanisms to appeal any under-performance action taken under this section, except action to terminate the principal's employment.

219.17 The principal may have an entitlement to bring an application under Chapter 3, Part 3-2 or Chapter 6, Part 6-4 of the Fair Work Act in respect of any decision to terminate the employee's employment. This will be the sole right of review of such a decision.

ANNEX A - SALARIES AND ALLOWANCES

220 Introduction

220.1 For the purposes for calculating salary and leave entitlements, all teachers are paid for ordinary daily hours of 7 hour 21 minute for a full time employee and ordinary weekly hours of 36.75 for full time employees.

221 Classroom Teacher

		Current Salary	July 2009 1.5%	January 2010 1.5%	July 2010 1.5%	January 2011 1.5%
3 year trained		\$48,219	\$48,942	\$49,676	\$50,422	\$51,178
New Educator	1.1	\$52,128	\$52,910	\$53,704	\$54,509	\$55,327
	1.2	\$54,735	\$55,556	\$56,389	\$57,235	\$58,094
	1.3	\$57,341	\$58,201	\$59,074	\$59,960	\$60,860
Experienced Teacher 1	1.4	\$59,948	\$60,847	\$61,760	\$62,686	\$63,627
	1.5	\$63,204	\$64,152	\$65,114	\$66,091	\$67,082
	1.6	\$66,463	\$67,460	\$68,472	\$69,499	\$70,541
Experienced Teacher 2	1.7	\$69,722	\$70,768	\$71,829	\$72,907	\$74,000
	1.8	\$74,279	\$75,393	\$76,524	\$77,672	\$78,837
Accomplished Teacher						
Leading Teacher (minimum \$100,000)						

222 School Leader C

	Current Salary	July 2009 1.5%	January 2010 1.5%	July 2010 1.5%	January 2011 1.5%
School Leader C	\$86,463	\$87,760	\$89,076	\$90,412	\$91,769

223 School Leader B

	Current Salary	July 2009 1.5%	January 2010 1.5%	July 2010 1.5%	January 2011 1.5%
School Leader B	\$92,407	\$93,793	\$95,200	\$96,628	\$98,077

224 School Leader A

(Principals of Cat 2 to 5 Schools and Managers)

Principal Category	Current Salary	July 2009 1.5%	January 2010 1.5%	July 2010 1.5%	January 2011 1.5%
2	\$98,254	\$99,728	\$101,224	\$102,742	\$104,283
2+	\$102,739	\$104,280	\$105,844	\$107,432	\$109,043
3	\$102,739	\$104,280	\$105,844	\$107,432	\$109,043
3+	\$107,224	\$108,832	\$110,465	\$112,122	\$113,804
4	\$111,707	\$113,383	\$115,083	\$116,810	\$118,562
4+	\$116,192	\$117,935	\$119,704	\$121,499	\$123,322
4++	\$120,676	\$122,486	\$124,323	\$126,188	\$128,081
5	\$120,676	\$122,486	\$124,323	\$126,188	\$128,081
5+	\$125,161	\$127,038	\$128,944	\$130,878	\$132,841
5++	\$129,646	\$131,591	\$133,565	\$135,568	\$137,602
5+++	\$134,131	\$136,143	\$138,185	\$140,258	\$142,362

225 School Counsellors (Psychologists)

School Counsellor (Psychologist)	Current salary	July 2009 1.5%	January 2010 1.5%	July 2010 1.5%	January 2011 1.5%
1.1	\$46,356	\$47,051	\$47,757	\$48,473	\$49,201
1.2	\$49,557	\$50,300	\$51,055	\$51,821	\$52,598
1.3	\$52,866	\$53,659	\$54,464	\$55,281	\$56,110
1.4	\$56,566	\$57,414	\$58,276	\$59,150	\$60,037
1.5	\$59,584	\$60,478	\$61,385	\$62,306	\$63,240
2.1	\$49,557	\$50,300	\$51,055	\$51,821	\$52,598
2.2	\$52,866	\$53,659	\$54,464	\$55,281	\$56,110
2.3	\$56,566	\$57,414	\$58,276	\$59,150	\$60,037
2.4	\$59,584	\$60,478	\$61,385	\$62,306	\$63,240
2.5	\$61,326	\$62,246	\$63,180	\$64,127	\$65,089
2.6	\$63,144	\$64,091	\$65,053	\$66,028	\$67,019
2.7	\$64,847	\$65,820	\$66,807	\$67,809	\$68,826
2.8	\$66,673	\$67,673	\$68,688	\$69,719	\$70,764
2.9	\$68,740	\$69,771	\$70,818	\$71,880	\$72,958
3.1	\$70,774	\$71,836	\$72,913	\$74,007	\$75,117
3.2	\$72,511	\$73,599	\$74,703	\$75,823	\$76,961
3.3	\$74,279	\$75,393	\$76,524	\$77,672	\$78,837

226 Casual teachers

	Current Daily Rate	July 2009 1.5%	January 2010 1.5%	July 2010 1.5%	January 2011 1.5%
Casual Teacher	\$262	\$266	\$270	\$274	\$278
Experienced Casual Teacher	\$286	\$290	\$295	\$299	\$304

227 Casual interns

	Current Daily Rate	July 2009 1.5%	January 2010 1.5%	July 2010 1.5%	January 2011 1.5%
Casual Interns	\$168	\$171	\$173	\$176	\$178

228 Advancements

228.1 Advancements applicable under clause 124 will be adjusted in accordance with the following table:

	Current Rate	July 2009 1.5%	January 2010 1.5%	July 2010 1.5%	January 2011 1.5%
1 unit of advancement	\$4,485	\$4,552	\$4,621	\$4,690	\$4,760

229 Special Education allowance

	Current Rate	July 2009 1.5%	January 2010 1.5%	July 2010 1.5%	January 2011 1.5%
Special Education Allowance	\$2,034	\$2,065	\$2,095	\$2,127	\$2,159

ANNEX B - EXPENSE, DISABILITY AND SKILL RELATED ALLOWANCES

230 Allowances

230.1 Details of the operation of the following allowances are contained in Part 1 clause 29.

Allowance	Description	Payment Frequency	Rate at July 2009
Camping allowance			
Camping Item 1	If a cook is provided by the Department.	per day	\$29.34
Camping Item 2	If a cook is not provided.	per day	\$49.03
Additional camping allowances			
Camping Item 3	Where an officer is required to move from camp to camp and not staying in a base camp, an additional allowance for camping out for more than one night but not more than five consecutive nights.	per night	\$9.36
Camping Item 4	Where an officer is required to move from camp to camp and not staying in a base camp, An additional allowance if the period is not less than six consecutive nights.	per night	\$18.74
Camping Out Item 1	An additional allowance for camping out for more than seven days but less than 14 days.	per day	\$58.89
Camping Out Item 2	An additional allowance for a period of more than 14 days but less than 21 days.	per day	\$117.78
Camping Out Item 3	Any allowance for any other case more than 21 days.	per day	\$176.69
First aid allowance	Where an employee is directed to perform the duties of a first aid officer an employee will be paid an allowance:		
Base level	Base level – A certificate awarded by a registered training organisation that is accredited to deliver first aid training. This would normally be based on a minimum of 8 hours training and would include: expired air (EAR), cardiopulmonary resuscitation (CPR), life threatening emergencies and general minor first aid treatment.	per fortnight	\$20.93
Advanced level	Advanced level – based on a minimum of 18 hours training and building on the base level training outlined above and provide training in first aid management and procedures in a workplace environment.	per fortnight	\$26.21
Specialist level	Occupational or specialist level – based on a minimum of 30 hours training and building on the advanced training outlined above. The training required to meet this level will include the ability to completely render first aid in the workplace in the context of the OH & S legislation.	per fortnight	\$31.10

Linguistic ability/performance	Employees whose duties involve communication on a regular basis in languages other than English will be paid an allowance if their language competence meets the required level, as follows:		
Level 1	National Accreditation Authority for Translators and Interpreters Level 1:	per annum	\$919.06
Level 2	National Accreditation Authority for Translators and Interpreters Level 2 or higher:	per annum	\$1,836.84
Travelling entitlement	Refer to clause 174.		
Birrigai@Tidbinbilla		full day part day	\$16.48 \$8.25
Jervis Bay Primary School		full day part day	\$6.96 \$3.48
Motor vehicle allowance	Refer to sub-clause 174.9		
Small car	Engine capacity of 1600cc (1.6 litre) or less Rotary engine capacity of 800cc (0.8 litre) or less.	per kilometre	\$0.63
Medium car	Engine capacity of 1601-2600cc (1.601-2.6 litre). Rotary engine capacity of 801-1300cc (0.801-1.3 litre).	per kilometre	\$0.74
Large car	Engine capacity of 2601cc (2.601 litre) and over. Rotary engine capacity of 1301cc (1.301 litre) and over.	per kilometre	\$0.75

ANNEX C - OTHER LEAVE

231 Other leave

231.1 For further details concerning leave without pay, including the effect of leave without pay on payment for stand down, refer to the Department's *Leave without Pay Guidelines – All Staff*.

Purpose of leave	With/without pay	Counts as service	Description of leave
To accompany domestic partner on a posting	Without	No	<p>The Chief Executive may grant leave without pay to enable an employee to accompany the employee's domestic partner for the period, or part of the period of a temporary posting overseas or interstate.</p> <p>Leave to accompany a domestic partner on a posting is granted without pay and does not count as service for any purpose. The maximum period of leave that may be granted is the period during which the domestic partner of the employee is required to perform duties overseas, or interstate.</p> <p>Schools Assistants working in schools, returning to duty after accompanying a domestic partner on a posting must recommence duties at the commencement of the next school year.</p>
Arbitration leave	With/Without	Yes	<p>The Chief Executive may grant leave to enable an employee who is a representative of a staff organisation to present a case, give evidence in proceedings or prepare material for submission to FWA.</p>
Campaign leave	Without	No	<p>The Chief Executive may grant leave without pay to enable an employee to campaign for the employee's election to:</p> <ul style="list-style-type: none"> • the Legislative Assembly of the Australian Capital Territory; • a House of the Parliament of the Commonwealth or of a State; or • a legislative or advisory body that has been approved by the Commissioner. <p>The maximum period of leave that may be granted for this purpose is three months.</p> <p>Campaign leave does not count as service for any purpose.</p>
Ceremonial leave for Aboriginal and Torres Strait Islander staff	Without	No	<p>The Chief Executive may grant leave without pay to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes connected with the death of a member of the employee's immediate or extended family, or for other ceremonial obligations under Aboriginal and Torres Strait Islander law.</p> <p>The maximum period of ceremonial leave that may be granted is 10 days in any two year period and is in addition to bereavement leave.</p> <p>Ceremonial leave does not count as service for any purpose.</p>
Employment associated with compensation leave	Without	Yes	<p>The Chief Executive may grant leave without pay to an employee to engage in employment outside the ACTPS if:</p> <ul style="list-style-type: none"> • the employee is, or was, entitled to compensation leave under the Safety, Rehabilitation and Compensation Act 1988 (Commonwealth); and • the employment is part of a rehabilitation process under that Act. <p>The maximum period of leave of absence that may be</p>

			<p>granted to an employee under this section is three years.</p> <p>A period of leave granted to an employee under this section counts as service for all purposes.</p>
Defence service leave	<p>With for first 14 days then without</p> <p>A period, or periods of leave, not exceeding 33 days in aggregate – with</p>	<p>Yes except for annual leave</p> <p>A period, or periods of leave, not exceeding 33 days in aggregate - yes</p>	<p>The Chief Executive may grant leave without pay to an employee to enable employees to undertake a period of specified defence service.</p> <p>A period of specified defence service is service set out in this section.</p> <p>Leave granted after the commencement of a period of leave is deemed to take effect at the commencement of that period (that is, retrospective approval).</p> <p>The Chief Executive may grant leave to an employee to enable the employee to perform full time defence service as set out in this section.</p> <p>The Chief Executive may grant leave to an employee to perform full time service in a time of war as defined in the <i>Defence Act 1903</i> (Commonwealth) and/or for the purposes of the United Nations in:</p> <ul style="list-style-type: none"> • the Defence Force; • a naval, military or air force of a country allied or associated with Australia for the purposes of defence; or • a naval, military or air force of the United Nations. <p>The Chief Executive may grant leave for an employee to undertake continuous full time service as a member of the Navy, Army or Air Force for a period not exceeding four years for which the employee has volunteered.</p> <p>If an employee, under Commonwealth law is required to render additional service at the conclusion of the period of service for which the employee has volunteered to serve, the leave granted under this section by the Chief Executive to that employee is extended for the period necessary to enable the employee to undertake that additional service.</p> <p>Leave granted under this section is with pay for the first 14 days and without pay for the remainder of the time. The leave counts as service for all purposes except annual leave. If an employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose.</p> <p>The Chief Executive may grant an employee leave with pay to enable the employee to undertake the following defence service training:</p> <ul style="list-style-type: none"> • annual training as a member of the Navy, Army or Air Force; • training for a continuous period of not less than 28 days, including Saturdays and Sundays, in the case of members of the Navy who are not required to perform annual training, but who are required to undergo a period of training at intervals of not less than two years; or • attendance at a school, class or course of instruction, conducted for the training of members of the Navy, Army or Air Force. <p>The maximum period of leave in a year that may be granted for the purposes of annual training is:</p> <ul style="list-style-type: none"> • in the case of a member of the Navy – 13 days; • in the case of a member of the Army – 14 days; and • in the case of a member of the Air Force – 16 days. <p>The maximum period of leave in a year that may be granted for the purpose of attendance at a school, class or course of</p>

	With	Yes	<p>instruction, conducted for the training of members of the Navy, Army or Air Force is:</p> <ul style="list-style-type: none"> • in the case of a member of the Navy – 13 days; • in the case of a member of the Army – 16 days; and • in the case of a member of the Air Force – 16 days. <p>The maximum period of defence service leave set out above includes any Saturday or Sunday between the first day of a period of leave in respect of a continuous period of training and the last day of that period of leave.</p> <p>If a person who is the commander of an employee in relation to an employee's membership of the Navy, Army or Air Force, certifies in writing that attendance by an employee for the purposes of annual obligatory defence service training for a period in addition to those specified above is necessary, leave with pay not exceeding four days in a year may be granted to the employee to enable the employee to undertake that additional training.</p> <p>If in a year an employee is required to engage as a member of the Army in a continuous period of training of not less than 33 days, including Saturdays and Sundays, leave of absence may be granted to the employee to enable the employee to engage in that continuous period of training.</p> <p>A period, or periods of leave, not exceeding 33 days in aggregate, granted under this Section in a year, is with pay and counts as service for all purposes.</p> <p>The Chief Executive may grant leave with pay to an employee to attend an interview or medical examination in connection with the employee's enlistment in a Reserve Force or Defence Force. Leave granted counts as service for all purposes.</p> <p>Leave must not be granted under this section if an employee is eligible to be granted leave in special circumstances (see clause 49 Personal Leave).</p> <p>In this section, unless the context indicates otherwise, a 'year' means any period commencing on 1 July and ending on the following 30 June.</p>
Employment or work in the interests of defence or public safety	Without	First 12 months – yes. Second 12 months – yes, except annual leave	<p>The Chief Executive may grant leave without pay to an officer/employee to engage in work or employment that the Chief Executive certifies is in the interests of the defence or public safety of the Commonwealth or the Territories.</p> <p>The maximum period of leave is two years.</p> <p>The first 12 months of leave granted counts as service for all purposes, including annual leave purposes. Subsequent leave counts as service for all purposes except annual leave. If an officer/employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose.</p>
Leave during hours of duty	With or without	Yes	<p>The Chief Executive may grant leave to an employee in respect of an absence from duty during the ordinary hours of duty on a day.</p> <p>If leave has been granted to an employee on any one day, leave must not be granted to the employee for any absence on the following day.</p> <p>Leave granted under this section may be with or without pay, as determined by the Chief Executive.</p> <p>Leave granted under this section counts as service for all purposes.</p>
Emergency leave for disasters	With	Yes	<p>The Chief Executive may grant leave with pay to an employee, following consultation with the relevant counter-disaster organisation (the appropriate responsible</p>

			<p>organisation, under current Australian disaster management arrangements, in relation to the place where the employee's home is situated), where the employee's home (the premises where the employee ordinarily resides or resides for the time being and from which the employee travels to work) or contents have been destroyed or significantly damaged (where the home is wholly or partly uninhabitable for health or safety reasons), if the Chief Executive is satisfied that the leave is necessary to assist the employee to cope with the effects of the disaster.</p> <p>The maximum period of leave of absence that may be granted under this section is three days in each consecutive period of 12 months commencing on the day on which the officer/employee accrues a personal leave credit.</p>
Engagement in employment in the interests of the ACTPS	Without	Yes except for annual leave	<p>The Chief Executive may grant leave without pay to enable an employee to engage in employment outside the ACTPS, whether in Australia or elsewhere, where the Chief Executive is satisfied that the employment is in the interest of the Service.</p> <p>Unless otherwise approved by the Chief Executive in special circumstances, an employee is not eligible to be granted leave to engage in employment outside the ACTPS unless:</p> <ul style="list-style-type: none"> • in the case of an officer appointed on probation – the officer's appointment has been confirmed; or • in the case of an officer not appointed on probation or a temporary employee – a continuous period of service or employment exceeding six months has been completed. <p>The Chief Executive may not grant leave without pay to enable an employee to engage in employment outside the ACTPS with a government-owned business enterprise to work in a position:</p> <ul style="list-style-type: none"> • as a Principal Chief Executive Officer of the enterprise; or • equivalent to a Senior Executive Service classification. <p>The maximum period of leave that may be granted to an employee under this section is five years.</p> <p>A period of leave granted to an employee under this Section counts as service for all purposes except annual leave.</p> <p>If an employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose.</p>
Sporting Leave	With	Yes	<p>The Chief Executive may grant leave with pay to an employee who is an accredited official or competitor to attend in that capacity for international sporting events or other events if the Chief Executive is satisfied that:</p> <ul style="list-style-type: none"> • the event has major international significance; or • the multi-discipline nature of the event warrants approval. <p>The Chief Executive may grant leave with pay to an employee with national or international sporting status to undertake sports training for representative competition.</p> <p>The period of leave with pay granted under this section counts as service for all purposes.</p>
Leave for Local Government purposes	With	Yes	<p>The Chief Executive may grant leave with pay to an employee who is a duly elected office holder of a local government council to enable the employee to attend formal meetings of the council.</p> <p>The maximum period of leave which may be granted to an employee under this section is:</p> <ul style="list-style-type: none"> • five days in any period of 12 months in the case of an

			<p>employee who is the mayor or president of the council; and</p> <ul style="list-style-type: none"> in any other case, three days in any period of 12 months. <p>Leave granted under this section counts as service for all purposes.</p>
Leave not provided for elsewhere	Without/ With	No/Yes	<p>If, but for this section, an employee cannot be granted leave, the Chief Executive may grant leave (the 'relevant period') to the employee up to a maximum period of 12 months.</p> <p>A period of leave granted must be without pay and does not count as service for any purpose except where the Chief Executive directs in special circumstances that a period of leave granted is to be with pay to count as service having regard to:</p> <ul style="list-style-type: none"> the purpose for which the leave is being taken; the length of service of the employee; and the length of the period for which the leave is being taken. <p>Where a period of leave is granted with pay and is to count as service, the Chief Executive may grant this leave on half-pay for a period not exceeding twice the relevant period. If the Chief Executive approves the taking of this leave in this manner, this period of leave counts as service for all purposes.</p>
Leave for returned soldiers for medical purposes etc.	With	Yes	<p>The Chief Executive may grant leave with pay to an employee who is a returned soldier to attend an appointment for periodical medical attention, prosthetic treatment or pension review under the <i>Veterans' Entitlement Act 1986</i> (C'wlth).</p> <p>The maximum period of leave that may be granted to an employee is two weeks in each 12 month period commencing on the day on which the employee accrues a personal leave credit.</p> <p>Leave granted under this section counts as service for all purposes.</p>
Leave to attend as witness	With/ Without	Yes	<p>The Chief Executive may grant leave to an employee to give evidence before a body or person before whom evidence may be taken on oath.</p> <p>Leave granted under this section, with or without pay, counts as service for all purposes.</p> <p>Except for leave granted for a purpose specified below, leave must be without pay.</p> <p>The Chief Executive may grant leave with pay for an employee to give evidence:</p> <ul style="list-style-type: none"> on behalf of a territory, a state or the Commonwealth; on behalf of an authority established by or under a law of a territory, a state or the Commonwealth; in a judicial review or administrative review proceeding where the matter being reviewed relates to the work of the employee; before a royal commission appointed under a law of the Commonwealth; before a person conducting an inquiry under a law of a territory, a state or the Commonwealth; or before a person or authority exercising arbitral functions under a law of a territory, a state or the Commonwealth. <p>An employee is entitled to retain any amounts received by way of witness expenses.</p> <p>An employee who is granted leave with pay under this</p>

			<p>section who is required to travel to give evidence, is entitled to be reimbursed for reasonable travel expenses in accordance with Part 7.1 of the PSM Standards, on the same basis as if the employee had travelled in the course of the employee's duties. The total amount paid to the employee must be reduced by any amount received as witness expenses.</p>
Religious leave	Without	No	<p>The Chief Executive may grant leave to an employee to attend a ceremony integral to the practice of the employee's religious faith. To be eligible for religious leave, the employee must be an adherent to the particular religious faith and be a practising member of that religious faith.</p> <p>Religious leave is only available for ceremonies that are of significant importance to the particular faith and are generally observed by the entire faith. Religious leave is not available for ceremonies that are only of significance to the individual member of the particular religious faith.</p> <p>The employee should notify the employee's manager in advance of the particular ceremonies that the employee wishes to attend. Religious leave does not count as service for any purpose.</p> <p>The maximum period of leave that may be granted to an employee under this section is 10 days in a two-year period.</p>
Organ donation leave	With	Yes	<p>The Chief Executive may grant leave to an employee to enable the employee to donate an organ.</p> <p>The maximum period of leave that may be granted to an employee under this section is three months in a 12 month period.</p> <p>A period of leave granted to an employee under this section counts as service for all purposes.</p>
Blood Donation Leave	With	Yes	<p>The Chief Executive may grant leave with pay to an employee to enable the employee to donate blood.</p> <p>Any period of leave granted under this section will be for the time necessary to attend to give blood, including travel and reasonable recovery time.</p> <p>A period of leave granted to an employee under this section counts as service for all purposes.</p>
Aboriginal and Torres Strait Islander Organisation Leave	With/ Without	Yes	<p>Paid leave will be granted for attendance to represent Aboriginal and Torres Strait Islander interests at ACT peak-body Aboriginal and Torres Strait Islander representative meetings where the employee is an elected representative. Such leave is separate from, and additional to personal leave.</p> <p>Employees granted Aboriginal and Torres Strait Islander Organisation leave will not accept any fee for attendance at the meeting, otherwise leave of absence will be granted without pay. Reimbursement of out-of-pocket expenses may be accepted.</p> <p>When claiming Aboriginal and Torres Strait Islander Organisation leave the employee will provide evidence of attendance at the meeting and details of any payment received.</p>

DICTIONARY

ACTPS means the ACT Public Service established by section 12 of the PSM Act.

AEU means the Australian Education Union-ACT Branch

Agency means an administrative unit within the ACT Public Service.

Agreement means ACT Department of Education and Training Teaching Staff Enterprise Agreement 2009-2011 and includes all Annexes.

Appeal panel means the panel established under the provisions at Section T.

Casual employee means a person engaged by the Department under section 110 of the PSM Act to perform work for a short period on an irregular or non-systematic basis.

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

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

Chief Executive means a person engaged under sections 28 or 30 of the PSM Act, as the Chief Executive of the Department, and includes a Chief Executive Officer of the Land Development Agency.

Child means birth child, adopted child, fostered child, Aboriginal or Torres Strait Islander kinship child, child of a domestic partner or former partner, or a child who is in the care of an employees as authorised under a law of a State or Territory eg the *ACT Children and Young People Act 2009*.

Commissioner for Public Administration means the person appointed under section 18(1) of the PSM Act.

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

Department means the ACT Department of Education and Training.

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

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

Employee means (unless there is a clear intention in this Agreement to restrict the meaning) an officer or a casual employee or a temporary employee who is employed or engaged in the Department in a classification set out in Annex A, excluding employees engaged as Chief Executives under sections 28 or 30 of the PSM Act, or Executives engaged under Sections 72 or 76 of the PSM Act.

Employee representative means a person chosen by an employee, or a group of employees, to represent the employee(s), and includes a delegate or official of the

AEU, a friend, a colleague or an employee member of a workplace consultative forum established under this Agreement.

FWA means Fair Work Australia.

FW Act means Fair Work Act 2009

Grandchild means the child of the employee's child.

Immediate family means a person who is:

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

Long-term contract means a temporary employment contract of one school term or more.

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

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

Officer has the same meaning as in section 3 of the PSM Act. *Note: Permanent staff are officers.*

Principal means an officer occupying a position designated as such.

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

PSM Standards means the Public Sector Management Standards made under section 251 of the PSM Act as varied.

Registered health practitioner means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a state or territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).

School based teacher means an employee at a school, a teacher whose main client base is students, or a teacher who works with teachers in classrooms for the majority of the time.

School leadership group is a collective term for School Leader Cs (executive teachers), School Leader Bs (deputy principals) and School Leader As (principals).

Short-term contract means a temporary employment contract of more than 20 days and less than one school term.

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

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

Temporary employee means a person engaged by the Department under the PSM Act for a specific period of time or for a specified task under Division 5.7 of the PSM Act, excluding employees engaged as Chief Executives or Executives under sections 28, 30, 72 and 76 of the PSM Act.

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

Transfer entitlement means an agreed system for the placement of teachers and school leaders in school and office positions and transfer between positions.

Union means the Australian Education Union-ACT Branch unless stated otherwise.



Fair Work
Australia

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

ACT Department of Education and Training
(AG2009/13812)

**ACT DEPARTMENT OF EDUCATION AND TRAINING TEACHING
STAFF ENTERPRISE AGREEMENT 2009-2011**
[AE872030]

Australian Capital Territory public administration

COMMISSIONER DEEGAN

CANBERRA, 30 OCTOBER 2009

ACT Department of Education and Training Teaching Staff Enterprise Agreement 2009 - 2011.

[1] An application has been made for approval of an enterprise agreement known as the ACT Department of Education and Training Teaching Staff Enterprise Agreement 2009-2011 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The agreement is a single enterprise agreement.

[2] The Agreement was made during the bridging period as defined in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (the Transitional Act), accordingly, when considering whether to approve the Agreement I have taken into account the provisions of Part 2-4 of Chapter 2 of the Act as modified by Schedule 7 of the Transitional Act.

[3] I am satisfied that each of the requirements of ss186, 187 and 188 as are relevant to this application for approval have been met.

[4] The Australian Education Union ACT Branch, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.


[5] The Agreement is approved and, in accordance with s.54, will operate from 6 November 2009. The nominal expiry date of the Agreement is 30 June 2011.



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**ACT Department of Education and Training
Teaching Staff Enterprise Agreement 2009-2011**



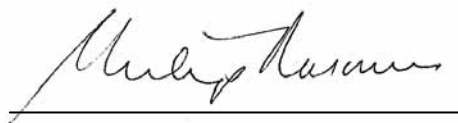
Dr Jim Watterston
Chief Executive

For and on behalf of
Australian Capital Territory
Department of Education and Training
220 Northbourne Ave Braddon ACT 2612

8 October 2009



Penny Gilmour
ACT Branch Secretary
Australian Education Union
40 Brisbane Ave Barton ACT 2600



Philip Rasmus
ACT Branch President
Australian Education Union
40 Brisbane Ave Barton ACT 2600

For and on behalf of
employees of the
Department of Education and Training

8 October 2009