



Fair Work
Australia

DECISION

Fair Work Act 2009

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

Canberra Institute of Technology
(AG2009/17829)

**CANBERRA INSTITUTE OF TECHNOLOGY TEACHERS’
ENTERPRISE AGREEMENT 2009-2011**
[AE872106]

Australian Capital Territory public administration

COMMISSIONER DEEGAN

CANBERRA, 6 NOVEMBER 2009

Canberra Institute of Technology Teachers’ Enterprise Agreement 2009 - 2011.

[1] An application has been made for approval of an enterprise agreement known as the Canberra Institute of Technology Teachers’ 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, 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 13 November 2009. The nominal expiry date of the Agreement is 30 June 2011.



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Canberra Institute of Technology Teachers' Enterprise Agreement 2009 - 2011

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Key: *This Agreement has been developed as a result of negotiations between CIT, the AEU and teacher representatives. The various clauses and annexes have their origins in a range of sources, and these origins are indicated in the margins against the text, viz:*

§ *denotes the provision has been drawn from ACT Government's common core of terms and conditions for people employed in the ACT Public Service;*

*denotes the provision has been drawn from the CIT Union Collective Agreement for Teaching Staff 2006 to 2009;*

∅	<i>denotes the provision has been drawn from the ACT Deed of Agreement between the ACT and the AEU; and</i>
∅	<i>denotes the provision is a new provision which has been negotiated for this Agreement.</i>

PART I - OPERATION OF THE AGREEMENT

Section A: Technical Matters

1. Title

1.1 This Agreement, made under Section 172(2) of the *Fair Work Act 2009*, will be known as the Canberra Institute of Technology Teachers' Enterprise Agreement 2009-2011.

§∅

2. Persons Covered by the Agreement

CIT Teachers' Enterprise Agreement 2009-2011

2.1 In accordance with Section 53.1 of the *Fair Work Act 2009*, this Agreement covers:

- 2.1.1 the Chief Executive of the Canberra Institute of Technology on behalf of the Australian Capital Territory;
- 2.1.2 the teachers of the Canberra Institute of Technology employed in classifications contained in Annex D (Salaries and Allowances) at any time when this Agreement is in operation; and
- 2.1.3 the Australian Education Union– ACT Branch (AEU), subject to the approval of Fair Work Australia (FWA) in accordance with Section 53.2 of the *Fair Work Act 2009*.

§

3. Duration

3.1 In accordance with s.54 of the FW Act, this Agreement will commence operation seven days after it is approved by FWA and the nominal expiry date of the Agreement will be 30 June 2011.

§

3.2 CIT and the AEU will commence discussions on the matters of relevance to a replacement 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 teachers covered by this Agreement, other than terms and conditions applying under applicable legislation.

4.2 Legislation applicable to this Agreement includes:

- 4.2.1 [Fair Work Act 2009](#) (FW Act);
- 4.2.2 [Public Sector Management Act 1994](#) (PSM Act);
- 4.2.3 [Public Sector Management Standards](#) (PSM Standards);
- 4.2.4 [Canberra Institute of Technology Act 1987](#);
- 4.2.5 *Work Safety Act 2008*; and
- 4.2.6 [Holidays Act 1958](#) (Holidays Act).

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 1958*, the *Public Sector Management Act 1994* and the Public Sector Management Standards to the extent of any inconsistency.

4.5 To maintain the integrity of this agreement CIT and the AEU agree to meet and consult if an event occurs that makes a clause of this Agreement unenforceable, or undermines the operation of a clause of this Agreement, or otherwise changes the intention of CIT and the AEU.

§

5. Agreement Availability

5.1 Copies of this Agreement will be made available, in paper or electronic form, to teachers.

5.2 A teacher has the right to receive accurate information about that teacher's terms and conditions of employment under this Agreement. CIT will put in place processes to ensure that accurate information is given to a teacher about that teacher'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 CIT 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 through the operation of subclause 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 subclause 6.1.

§

7. Variation to Agreement

7.1 This Agreement may be varied in accordance with the *Fair Work Act 2009*.

§

8. Termination of Agreement

8.1 CIT 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. CIT and the AEU therefore agree that they will not exercise their right to unilaterally terminate this Agreement under s.225 of the *Fair Work Act 2009*.

§

PART II – WORKING IN CIT

Section B: Employment

9. Types of Employment

9.1 A teacher will be engaged under the PSM Act in one of the following categories:

9.1.1 permanent employment on a full-time or permanent part-time basis, including appointment with or without probation; or

9.1.2 short term temporary employment for a period not exceeding twelve months on a full-time or part-time basis, engaged for a specified period of time or for a specified task; or

9.1.3 long term temporary employment for a period greater than twelve months but not exceeding five years on a full-time or part-time basis, engaged for a specified period of time or for a specified task; or

9.1.4 temporary casual employment.

9.2 Teachers engaged on a part-time basis will receive, on a proportionate basis, equivalent pay and conditions to those of full time teachers.

§

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:

10.1.1 the type of employment; and

10.1.2 whether a probationary period applies and the expected duration of the period; and

10.1.3 if the person is engaged as a temporary teacher, the duration of the engagement; and

10.1.4 the ordinary weekly hours; and

10.1.5 the ordinary weekly hours before overtime is payable; and

10.1.6 a list of the main instruments governing the terms and conditions of the person's employment.

§

11. Notice of Termination

11.1 Where a teacher's employment is terminated at the initiative of CIT, the Chief Executive will give the person written notice of termination in accordance with the *Fair Work Act 2009*.

11.2 Where a teacher's employment is terminated at the initiative of the teacher, the teacher will provide written notice of their resignation from CIT to the Chief Executive at least two weeks prior to the proposed date of the resignation.

11.3 The period of notice required in subclause 11.2 may be reduced by agreement in writing between the teacher and the Chief Executive.

§

12. Casual and Temporary Employment

12.1 CIT is committed to promoting permanent employment and job security for employees within the ACTPS and accordingly agrees to the provisions in this clause.

12.2 In order to promote permanent employment for employees in the ACTPS, CIT will endeavour to minimise the use of temporary and casual employment.

12.3 CIT agrees to the use of temporary teachers only where there is no permanent teacher available in CIT with the expertise, skills or qualifications required for the duties to be performed or the assistance of a temporary nature is required by CIT for the performance

of urgent or specialised work within CIT and it is not practical in the circumstances to use the services of an existing permanent teacher.

- 12.4 CIT, its teachers and the AEU acknowledge that there may be circumstances where CIT 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 CIT.
- 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, the authorised delegate should consider engaging the person on a different basis, including on a permanent or temporary basis.
- 12.6 Following a request for information concerning positions vacant for a continuous period exceeding 12 months, CIT agrees to advise the AEU of the circumstances and feasibility of proceeding to fill nominated positions on a permanent basis.

§

- 12.7 Further details on casual employment are contained in the following clauses:

Clause 13 (Casual Teacher Employment Arrangements);
Clause 38 (Casual Teaching Rates of Pay); and
Clause 158 (Casual Teaching Facilities).

- 12.8 Further details on casual employment are contained in the following clauses:

Clause 14 (Extension of Temporary Employment);
Clause 21 (Appointment After Long Term Temporary Engagement);
Clause 46 (Short Term Higher Duties Arrangements – Less Than Six Months);
Clause 47 (Longer Term Higher Duties Arrangements – More Than Six Months); and
Subclause 17.12 (probation for temporary teachers).

∅

13. Casual Teacher Employment Arrangements

- 13.1 Any person seeking to be employed as a casual teacher must apply annually for placement on a temporary employment register. Centres will lodge an advertisement in the ACT Gazette and the *Canberra Times* (as a minimum), in October of each calendar year, calling for applications for casual employment with CIT. An order of merit will be determined within each Centre. Applications received at other times of the year will be assessed and ranked against the existing order of merit.
- 13.2 Once a casual teacher has been employed for an average of at least 8 hours per teaching week over each semester for four consecutive semesters, the employer must, upon request by the teacher, and subject to operational constraints, advertise in the ACT Government Gazette and when appropriate, the *Canberra Times*, and other media, either a permanent position or a contract of at least 24 months. This selection process will be implemented as agreed within this Agreement.
- 13.3 The position referred to in subclause 13.2 will be created at least to the fraction of employment which equates to the average load the casual teacher has worked over the four semesters. However, a different fraction may be agreed between the successful applicant and CIT, except that in no case may the employment exceed normal full-time hours.
- 13.4 Where a teacher has been employed as a casual teacher for longer than four semesters their most recent four semesters of service will count for the purposes of this clause.

CIT Teachers' Enterprise Agreement 2009-2011

- 13.5 Any casual teacher, who has at any given time a teaching load of at least 8 hours per teaching week, may request to participate in a performance management planning process.
- 13.6 A break of up to 63 weeks by casual teachers may be taken for the following purposes:
- 13.6.1 caring for a newborn, adopted or fostered child;
 - 13.6.2 study approved by CIT;
 - 13.6.3 personal illness/injury or caring for a member of their immediate family or household;
 - 13.6.4 accompanying a spouse interstate or overseas;
 - 13.6.5 any other reason approved by CIT;

and will neither be counted as part of the four semesters required under subclause 13.2, nor affect the continuity of that four semester period.

- 13.7 No action is permitted to be taken which will unfairly circumvent the operation of this clause.

##

- 13.8 Casual teachers engaged for any period to undertake teaching duties which are subject to variation by the Institute do not have any entitlement to any leave provisions contained in this agreement, except for long service leave, but are to be paid at the appropriate hourly rate prescribed in clause 38 - Casual Teaching Rates of Pay (i.e. the delivery or non-delivery rate).

Ø

14. Extension of Temporary Employment

- 14.1 In accordance with the consultation provisions of the PSM Act where a long term temporary employment contract (in excess of 12 months and up to 5 years) has been previously advertised in the ACT Public Service Gazette or press and filled as a result of a merit selection process, it may be extended up to a maximum of 5 years.

§

- 14.2 A short term temporary employment contract (12 months or less) may be extended up to a maximum of 12 months only.

##

15. Individual Flexibility Arrangements

- 15.1 Despite any other provision of this Agreement, CIT and an individual teacher may agree to vary the application of certain provisions of this Agreement to meet the genuine needs of CIT and of the individual teacher (an individual flexibility arrangement).
- 15.2 The provision CIT and the individual teacher may agree to vary, but only to the extent provided for within that subclause, is:

<u>Subject matter</u>	<u>Subclause number</u>
Scheduling of Meetings	58.2

- 15.3 An individual flexibility arrangement made under this clause must:
- 15.3.1 be confined to a variation in the application of one or more of the terms listed in subclause 15.2;

CIT Teachers' Enterprise Agreement 2009-2011

- 15.3.2 identify the clause of this Agreement that CIT and the teacher have agreed to vary;
 - 15.3.3 set out details of how the arrangement will vary the effect of the clause;
 - 15.3.4 include details of how the teacher will be better off in relation to the terms and conditions of his or her employment as a result of the arrangement;
 - 15.3.5 be about matters that would be permitted if the arrangement were an enterprise agreement;
 - 15.3.6 not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
 - 15.3.7 state the day on which the arrangement commences.
- 15.4 An individual flexibility arrangement made under this clause must be genuinely agreed to by CIT and the individual teacher.
- 15.5 Except as provided in paragraph 15.7.2, 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.
- 15.6 CIT must ensure that any individual flexibility arrangement made under this clause must result in the teacher being better off overall than the teacher would have been if no individual flexibility arrangement were agreed to.
- 15.7 CIT must ensure that an individual flexibility arrangement made under this clause must be in writing and signed:
- 15.7.1 in all cases by the teacher and CIT; and
 - 15.7.2 if the teacher is under 18 – by a parent or guardian of the teacher.
- 15.8 CIT must give the teacher a copy of an individual flexibility arrangement made under this clause within 14 days after it is agreed to.
- 15.9 CIT or the teacher may terminate the individual flexibility arrangement:
- 15.9.1 by giving written notice of not more than 28 days to the other party to the arrangement; or
 - 15.9.2 if CIT and the teacher agree in writing – at any time.
- 15.10 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 CIT and an individual teacher contained in any other provision of this Agreement.

§

16. Additional Conditions/Employment Arrangements

- 16.1 During the life of this Agreement additional conditions/employment arrangements to those contained within this Agreement may be entered into to meet the needs of CIT.
- 16.2 CIT may determine that there is a need for additional employment conditions/arrangements to meet its operational requirements, from time to time.
- 16.3 The terms and conditions are to be agreed between CIT and the AEU.

- 16.4 The application of the arrangements to individual teachers will be CIT's decision.
Ø

Section C: Probation

17. Probation

- 17.1 Probation is a component of the process of appointment as a permanent teacher.
- 17.2 Where a teacher is appointed on probation under the *Public Sector Management Act 1994*, the period of probation will normally be 12 months.
- 17.3 Confirmation of appointment will be subject to satisfactory assessment by a panel. The panel will evaluate the teacher's:
- 17.3.1 diligence;
 - 17.3.2 efficiency;
 - 17.3.3 conduct; and
 - 17.3.4 professional/on-the-job performance.
- 17.4 For a probationary teacher assessment of diligence, efficiency, conduct and professional/on-the-job performance will be part of his/her Performance Management Plan. For the purpose of the probationary process only the relevant panel may have access to a teacher's Performance Management Plan and any associated materials.
- ##
- 17.5 At the time a teacher is appointed on probation, the Chief Executive will inform the teacher in writing of the criteria and objectives to be met for the appointment to be confirmed.
- 17.6 Probation will provide a supportive process for the teacher during which mutual evaluation and decisions about permanent appointment can be made.
- 17.7 The Chief Executive must provide the teacher with a copy of the assessment report. The teacher must be provided with an opportunity to respond within seven working days. If the assessment is sufficiently negative for the manager/supervisor to consider recommending that the Chief Executive terminate the employment, that opinion will be included in the assessment report.
- 17.8 The termination of the appointment of a teacher on probation will be in accordance with section 70 of the PSM Act.
- 17.9 A decision of the Chief Executive under subclause 17.8 to terminate the appointment of a teacher on probation is excluded from the Internal Review Procedures (Section Q) and Appeal Mechanisms (Section R) of this Agreement.
- 17.10 To avoid doubt, a teacher on probation is able to seek a review of the teacher's probation under the Internal Review Procedures (Section Q), except in relation to a decision to terminate the teacher's employment.
- §
- 17.11 Identity, medical and police checks will be used as evidence of a 'fit and proper person', which will also be considered by the panel mentioned in subclause 17.3
- ## Ø
- 17.12 Temporary teachers employed on a contract of more than 12 months will be required to undertake a performance assessment similar to that observed for probation as outlined in the CIT Beginning Teachers' Assessment Handbook and its amendments. The outcomes of this process will be taken into account when considering the possibility of appointment without probation.

##

Section D: Selection and Advancement

18. Attraction & Retention Strategies

- 18.1 CIT, in consultation with the AEU, will examine and implement where practicable and feasible, strategies or initiatives that assist in the successful recruitment and retention of teachers. Such strategies and initiatives might include, but not be limited to:
 - 18.1.1 flexible work options that better match the work-life balance aspirations of teachers, such as variable employment, part-year employment, alternative forms of leave, job sharing and phased retirement;
 - 18.1.2 attractive work-life balance initiatives; or
 - 18.1.3 enhanced professional development opportunities.

##

19. Mature Age Employment Strategy

- 19.1 CIT acknowledges the importance of a diverse workforce, including the continuing participation, where mutually convenient, of mature age teachers.
- 19.2 CIT and the AEU will consult to develop strategies and initiatives that may assist the successful recruitment and retention of mature age teachers in CIT.
- 19.3 CIT recognises that such strategies and initiatives may need to apply differently to meet the particular circumstances of the teacher, and so will be the subject of discussion and agreement between the teacher and the relevant manager/supervisor.
- 19.4 These strategies and initiatives may include:
 - 19.4.1 planning phased retirement arrangements for individual mature age teachers who are considering retirement within four to five years, including through reducing the teacher's management or higher level responsibilities during a phased retirement period;
 - 19.4.2 examining the implications of current superannuation legislation for using such flexible employment and working arrangements and informing affected teachers how such implications may be addressed;
 - §
19.4.3 bridging programs which facilitate the return of mature age teachers to employment;
 - ##
19.4.4 arrangements that allow mature age teachers to reduce their working responsibilities without having to cease employment;
 - 19.4.5 arranging training to assist the teacher in any changing roles the teacher may have as part of the teacher's phased retirement;
 - 19.4.6 developing arrangements to facilitate the return of former mature age teachers, including by engaging such persons in CIT for a short period in a mentoring capacity;
 - 19.4.7 at the discretion of the Chief Executive, contributing to the cost to a teacher of financial advice received as part of planning for a phased retirement period.

§

20. Promotion after Acting (Streamlining of Permanent Teachers on Higher Duties)

- 20.1 These procedures are in line with the *Public Sector Management Act 1994* and the principles of merit selection.
- 20.2 The streamlining process may be initiated by CIT or on request by an individual teacher.
- 20.3 The Chief Executive may approve the promotion of a permanent teacher into a nominally vacant position without an additional selection process where:

§

20.3.1 the permanent teacher has acted in the vacant position (or a position with identical selection criteria) for a period of not less than two years and has undergone a merit selection process in order to act in the position; and

§ Ø

20.3.2 the vacant position was initially advertised for a minimum period of six months with the possibility of an extension; and

20.3.3 organisational requirements and financing for the position exist; and

20.3.4 on reasonable grounds an additional merit selection process would not identify a more meritorious applicant than the position's present occupant; and

20.3.5 immediately before the promotion, the teacher's manager assesses the teacher against the selection criteria for the position as satisfactory; and

20.3.6 there is no potentially or actually excess permanent teacher suitable to be placed in the position.

§

20.4 For the purposes of paragraph 20.3.1, the two years of continuous acting may not be considered to have been broken where the permanent teacher performs the duties of another position at the same or higher level during the two year period.

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20.5 For the purposes of paragraph 20.3.1, a merit selection process means a process of selection for filling a vacant position on the basis of the merit of the applicant(s), which includes:

20.5.1 advertisement of the position in the ACT Government Gazette and any relevant ACT Government publications; and

20.5.2 comparative assessment of suitable applicants for the position, if there is more than one applicant; and

20.5.3 selection based on the recommendation of a Joint Selection Committee.

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20.6 The promotion of a teacher in accordance with subclause 20.3 will be notified as a promotion to a non-advertised vacancy. Any suitable, qualified permanent teacher may lodge an appeal against the selection, with the appeal to be conducted in accordance with Section R of this Agreement.

##

20.7 Following a teacher's request under this clause, CIT will consent to or refuse the request based on the above criteria but will not unreasonably refuse.

20.8 Upon request by the AEU, CIT will provide the details of all positions streamlined in accordance with this clause.

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21. Appointment after Long Term Temporary Engagement (Streamlining Temporary Teachers)

- 21.1 These procedures are in line with the *Public Sector Management Act 1994* and the principles of merit selection.
- 21.2 The streamlining process may be initiated by CIT or on request by an individual teacher.
- 21.3 The Chief Executive may permanently appoint a long term temporary teacher without an additional selection process where:
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- 21.3.1 the teacher has performed the duties of that position continuously for a period of not less than two years and has undergone a merit selection process in order to perform those duties. CIT and the AEU will review the possibility of extending these arrangements to positions with identical selection criteria during the life of this Agreement; and
- ##
- 21.3.2 potential applicants for the temporary vacancy were made aware that an engagement resulting from the advertisement may lead to appointment; and
- 21.3.3 organisational requirements and financing for the position exist; and
- 21.3.4 on reasonable grounds that an additional merit selection activity would not identify a more meritorious candidate than the position's present occupant; and
- 21.3.5 and immediately before the appointment, the teacher's manager assesses the teacher against the selection criteria for the position as satisfactory; and
- 21.3.6 there is no potentially or actually excess permanent teacher suitable to be placed in the position; and
- 21.4 For the purposes of paragraph 21.3.1, a merit selection process means a process of selection for filling a vacant position on the basis of the merit of the applicant(s), which includes:
- 21.4.1 advertisement of the position in the ACT Government Gazette, press and any relevant ACT Government publications; and
- 21.4.2 comparative assessment of suitable applicants for the position, if there is more than one applicant; and
- 21.4.3 selection based on the recommendation of a selection committee.
- Ø
- 21.5 Following a teacher's request under this clause, CIT will consent to, or refuse the request based on the above criteria, but will not unreasonably refuse.
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- 21.6 For the purposes of paragraph 21.3.1, the two years of continuous temporary employment may not be considered to have been broken where the teacher performs the duties of another position at the same or higher level during the two year period.
- 21.7 Upon request by the AEU, CIT will provide the details of all positions streamlined in accordance with this clause.
- Ø

22. Selection Committees

- 22.1 A selection committee will be formed following the advertising of a teaching vacancy. The selection committee may take the form of either a Selection Advisory Committee (SAC) or a Joint Selection Committee (JSC) for Teacher Band 1 vacancies; for all other

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vacancies at the level of STP or higher, the selection committee will comprise a Joint Selection Committee (JSC).

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22.2 The Chief Executive will not convene a selection committee except as prescribed by this Agreement.

22.3 A selection committee must make a recommendation based on the principles of merit as set out in the PSM Act and Standards.

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Selection Advisory Committee

22.4 Where a Selection Advisory Committee has been nominated by the Chief Executive for a vacancy at the Teacher Band 1 level it should normally comprise three members.

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22.5 A Selection Advisory Committee will be chaired by the representative nominated as the Chairperson by the Chief Executive.

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Joint Selection Committee

22.6 A Joint Selection Committee will be constituted by:

22.6.1 a convenor nominated by the Chief Executive, or Delegate;

22.6.2 a person nominated by the Chief Executive, or Delegate; and

22.6.3 a nominee from a list of nominees supplied by the AEU from which CIT will select a member.

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22.7 Upon request from the AEU the Chief Executive or Delegate will provide the AEU with a list of staff who have undertaken appropriate selection panel training. CIT will actively promote this training to all staff.

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23. Lifespan of Merit Process

23.1 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 twelve months after the date on which the Chief Executive accepts the recommendations of the selection committee.

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Section E: Hours of Work

24. Hours and Attendance Requirements

24.1 Teachers will undertake work within the specified annual, weekly and daily attendance times and patterns specified by CIT.

24.2 The maximum teaching load of full-time Band 1 Teachers and Senior Teaching Posts is 720 DE hours each year.

24.3 The maximum teaching load of Band 2 Teachers is 378 DE hours each year. The maximum teaching load in any week is 14 hours DE.

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- 24.4 The maximum teaching load of Band 3 Teachers is 90 DE hours each year.
- 24.5 The maximum teaching load for teachers in designated Educational Development and Support (EDS) positions is 90 hours DE each year.
- 24.6 For purposes of payment and leave recording teachers have a working week of 36 hours 45 minutes.
- 24.7 Full-time EDS teachers are required to attend their place of work for 36 hours 45 minutes per week.
- ##
- 24.8 Teachers are required to attend for work for 42 weeks of the calendar year. To maximise flexibility and to meet client demand, teachers' annual teaching load of 720 hours may be performed over a span of 36 weeks to 42 weeks as required. The scheduling of teaching duties will be negotiated between the teacher and the Educational Manager/Centre Director, with the objective of a mutually agreed arrangement. Should such an agreed arrangement not be possible, CIT reserves the right to direct the teacher to work the required span of weeks. Duties other than teaching (as contained in clause 25 [Direct Teaching Activities and Duties Other Than Teaching]) will continue to be performed over the 42 week period.
- 24.9 This clause is not intended to preclude agreed variations which reduce the span of teaching weeks below 36 weeks, except that the minimum requirement is no fewer than 30 weeks.
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- 24.10 Other than teachers on EDS conditions, teachers are required to attend their place of work for a minimum of 30 hours a week to undertake both their annual teaching load and their teaching related duties. This 30 hour part of a teacher's workload will ordinarily be spread over 5 days unless otherwise agreed by the teacher and their supervisor.
- 24.11 Time spent on teaching related duties in accordance with subclause 24.10 will not attract the provisions of Clause 27 (Overtime), nor attract the provisions of subclause 24.14.
- 24.12 Teachers may be required to attend work between 8.00 a.m. and 10.00 p.m. on any day of the week. The actual time worked for one half hour prior to the commencement of a programmed class at 8.00 a.m. will count as time for teaching related duties for the purposes of subclause 24.10. This may be varied subject to parameters agreed by CIT and the AEU.
- 24.13 Teachers will not be required to attend for less than six hours per day or more than eight hours per day. A teacher may agree to attend:
- 24.13.1 for less than six hours or more than eight hours on any day, and
- 24.13.2 may also agree to work such extended hours in a block or split shift pattern.
- Such an agreement to be recorded and signed by both CIT and the teacher on the teacher's term or semester based record.
- 24.14 The provisions of subclauses 24.8, 24.10, 24.11, 24.12 and 24.13 do not apply to Band 3 Teachers or Band 4 Teachers.
- 24.15 For the purposes of determining hours of attendance and calculating annual teaching load the following provisions for calculating Daylight Equivalent will apply:
- 24.15.1 All required work that forms part of the annual teaching load worked after 5.30 p.m. on weekdays will be counted as time and one quarter.
- 24.15.2 All required work that forms part of the annual teaching load worked on weekends will be counted as time and one half for Saturday and time and three quarters for Sunday.

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

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25. Direct Teaching Activities And Duties Other Than Teaching

- 25.1 For the purposes of this clause the term “teachers” includes Band 1, Band 2, AST, STP and EDS teachers who have a teaching load.
- 25.2 To meet their obligation to fulfill the annual teaching load as prescribed in clause 24 (Hours and Attendance Requirements), teachers are required to perform direct teaching activities, in any reasonable environment or setting. Recognising that there is no difference in the professional delivery of teaching regardless of the setting in which it is delivered, direct teaching activities include but are not limited to:
- 25.2.1 teaching delivery and assessment in classrooms;
 - 25.2.2 training and assessment in the field;
 - 25.2.3 workplace training and assessment in situ; and
 - 25.2.4 teaching delivery and assessment in distance and online mode.
- 25.3 Teachers performing direct teaching activities, subject to subclause 24.15 (Daylight Equivalent Hours), will receive an hour for hour recognition towards their annual teaching load.
- 25.4 To meet their professional obligations teachers are also required to perform duties other than teaching. Duties other than teaching include but are not limited to:
- 25.4.1 student administrative tasks (eg student enquiries, Banner tasks);
 - 25.4.2 preparation of teaching materials/courses;
 - 25.4.3 travel time between work sites;
 - 25.4.4 attendance at staff meetings/CIT events (including Open Day and Careers Market);
 - 25.4.5 industry/employer liaison;
 - 25.4.6 supporting international students;
 - 25.4.7 user choice tasks;
 - 25.4.8 curriculum review and development; and
 - 25.4.9 moderation of assessment.
- 25.5 Teachers performing duties other than teaching will receive an hour for hour recognition towards their required attendance hours as prescribed in clause 24 (Hours and Attendance Requirements).
- 25.6 Teachers performing teaching coordination tasks are entitled to negotiate with their supervisor recognition for the performance of these tasks in either direct teaching hours or duties other than teaching.

- 25.7 CIT is undertaking a number of projects designed to reduce administrative tasks of teachers, either directly or indirectly. CIT will consult with the AEU about progress with these projects on a periodic basis.
- 25.8 CIT and the AEU commit to jointly monitor the operation of arrangements specified in this clause over the life of this agreement, with a view to addressing any issues that may arise.

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26. Breaks

- 26.1 There is an expectation that teachers should be able to access reasonable breaks during the working day. The minimum break over a teaching day is 30 minutes.
- 26.2 The arrangements may vary from Centre to Centre, taking into account operational requirements. The duration of such a break is not included in the required hours of attendance detailed in clause 24 (Hours and Attendance Requirements).

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27. Overtime

- 27.1 As professionals, teachers are expected to accommodate periodic variations in their work schedules to best respond to client needs. Such flexibility is consistent with operational requirements, to maintain quality in instruction and to deliver an appropriate work-life balance.
- 27.2 Overtime is available to Band 1 Teachers. Overtime is not available to Band 1 Teachers in EDS positions, STPs, Band 2 Teachers, Band 3 Teachers or Band 4 Teachers.
- 27.3 The purpose of overtime is to provide managers with the flexibility to deal with short term and unforeseen demands.

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- 27.4 Overtime is not an entitlement and access is subject to teachers entering their anticipated semester teaching load onto the Teacher Management System by Week 7 of each term, as per clause 162 (Centre Monitoring of Workload and Practice) of this agreement.
- 27.5 All overtime must be approved by the Chief Executive in writing.
- 27.6 Teachers may elect to be remunerated for overtime worked by payment on either
- 27.6.1 an annual basis; or
- 27.6.2 a fortnightly pay period basis.
- The teacher may make a written election as to which method of overtime payment is preferred once each academic year, before the commencement of Term 2; an election, once made, cannot be changed for that academic year.
- 27.7 If a teacher either makes no election or elects to be remunerated for overtime worked on an annual basis, once a teacher has achieved his or her annual teaching load: every additional hour of approved teaching performed by that person will be paid at the Casual Delivery rate by the end of the teaching year, subject to the limitation outlined in subclause 27.13.
- 27.8 If a teacher elects to be remunerated for overtime worked on a fortnightly pay period basis, approved overtime will be paid for all direct teaching hours of duty exceeding 24 hours Daylight Equivalent per week. Such overtime will be paid at the Casual Delivery rate, subject to the limitation outlined in subclause 27.13.

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27.9 If a teacher receiving overtime payments under subclause 27.8 does not meet his or her annual teaching load by the end of the academic year, then the shortfall in teaching load will be made up by recovering overtime payments made as necessary. Clause 42 (Salary Overpayments) will operate to facilitate the recovery of the overtime payment. The amount recovered will be paid back at the Casual Delivery rate for each hour of shortfall.

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27.10 CIT may require a teacher to work reasonable overtime at overtime rates as outlined in subclauses 27.7 and 27.8.

27.11 Regular teaching programs will be designed with the aim of minimising overtime consistent with the need to provide teachers with a full teaching load.

27.12 The responsibility for ensuring that a teacher has a full teaching load is a shared responsibility between the teacher concerned and their supervisor.

27.13 The limit for teaching overtime is 70 hours per calendar year, unless the AEU and CIT agree otherwise.

27.14 Band 1 teachers will not perform overtime in excess of the agreed CIT limit each year without the prior agreement of the Chief Executive. Such agreement will only be provided in exceptional circumstances.

27.15 Any overtime worked in excess of the limit specified in subclause 27.13 and not authorised in accordance with subclause 27.14 will not be paid.

27.16 Unless an overtime arrangement has been agreed in accordance with subclause 27.8, a teacher will not be required to teach in excess of 24 hours Daylight Equivalent in a week, except that a teacher may agree to increase these hours provided the maximum weekly teaching load is not exceeded for more than six calendar weeks in a calendar year and not for more than two consecutive weeks.

27.17 A teacher may refuse to work overtime in circumstances where the working of such overtime would result in the teacher working hours which are unreasonable having regard to:

27.17.1 any risk to teacher health and safety;

27.17.2 the teacher's personal circumstances including any family responsibilities;

27.17.3 the needs of the enterprise or workplace;

27.17.4 the notice (if any) given by CIT of the overtime and by the teacher of his or her intention to refuse it; and

27.17.5 any other relevant matter.

27.18 An annual review of overtime will be conducted, the results of which will be provided to the AEU on a Centre by Centre level and will include general advice of any external work approved by CIT as second jobs, to ensure an appropriate work-life balance is being maintained across teaching classifications at CIT.

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28. Record Keeping

28.1 CIT will keep records relating to teachers' work, including records about attendance and pay, in accordance with the requirements of the *Fair Work Act 2009* and the *Fair Work Regulations*.

- 28.2 Where an EDS teacher is using the flextime system, that teacher will record the time of commencing and ceasing duty for each day. These records will be provided to the supervisor/manager where the supervisor/manager so requests.

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29. Managing Teacher Time and Workloads

- 29.1 CIT, its teachers and the AEU acknowledge that the challenges CIT will face to meet the needs of a more diverse group of learners in the future will be substantial, and that teachers have a critical role to play in positioning CIT to meet those challenges. This provision is designed to ensure that CIT teachers have a central role in the positioning of CIT for a sustainable and viable long-term future.
- 29.2 The changing nature of vocational education has developed the necessity to examine and introduce changes to the programming of teachers' work.
- 29.3 It is intended in any agreed process relating to managing teacher time and workloads that there will be a recognition of the:
- 29.3.1 professional empowerment of teachers;
 - 29.3.2 diversity of delivery strategies employed by teachers; and
 - 29.3.3 diversity of working arrangements necessary to support these strategies.
- 29.4 Teachers and managers should work together in order to establish workloads that are achievable, professionally challenging and rewarding, and that support quality program delivery, in the context of achieving CIT goals.
- 29.5 CIT acknowledges that any decisions relating to the way in which workload is measured, accommodated or reported will not lead to any increase in the overall workload of teachers.

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30. Individual Workloads and Professional Responsibilities

- 30.1 The remuneration package paid to teachers is for the total performance of a teacher's role as a professional and not simply for hours spent at the workplace.
- 30.2 The professional role and regular pattern of work of a teacher includes attendance at staff meetings, faculty meetings, interviews and other required professional/faculty activities, in addition to hours of *face-to-face* teaching, release time, rostered supervision and professional learning.
- 30.3 In recognition of the broad range of professional duties the pattern of required hours of attendance may vary from Centre to Centre and may be negotiated with the Centre Director on an individual or collective basis. Such arrangements must be recorded and must contain a mechanism for review at least once each year.
- 30.4 Under the *Fair Work Act 2009* employees who earn less than \$55,000 p.a. and, those who earn more than \$55,000 p.a. and are eligible to claim overtime, are required to record their attendance and the daily hours that they work. The amount of \$55,000 is to be adjusted annually in accordance with the *Fair Work Act 2009*.

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PART III – PAY AND CLASSIFICATIONS

Section F: Rates of Pay and Classifications

31. Pay Increases

- 31.1 Teachers will be paid in accordance with the teacher's classification and rates of pay set out in Annex D to this Agreement.
- 31.2 Pay increases for all classifications set out in Annex D of this Agreement will apply as follows:
- 31.2.1 Two (2%) percent pay increase effective from the pay period commencing on 1 July 2009; and
- 31.2.2 Two point five (2.5%) percent pay increase effective from the pay period commencing on 1 July 2010.
- 31.3 A person who was a teacher at CIT 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 this clause and the rate which the former teacher was paid in the same classification on separation. Any monies paid by CIT on separation will be adjusted in the same manner as the rate of pay.

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32. Payment of Salary

- 32.1 Teachers will be paid fortnightly in arrears and by electronic funds transfer into a financial institution account of their choice.
- 32.2 CIT commits to paying teachers the teachers' ordinary fortnightly pay on the appropriate payday. CIT also commits to paying any overtime payments and higher duties allowance within two pay periods of the appropriate authorisation having been received by the relevant corporate area.
- 32.3 The ordinary fortnightly pay will be based on the following formula:
- $$\text{Fortnightly pay} = \text{annual rate of pay} \times 12/313$$
- 32.4 A part-time teacher will be paid pro-rata based on the teacher's agreed ordinary hours.
- 32.5 A teacher 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.

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33. Pay Points, Increments and Qualifications/Advancement Barrier

- 33.1 A person who is engaged by CIT as a teacher, or a teacher who is promoted or is approved to perform the duties of a higher office, is entitled to be paid at the base pay point for the position.

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- 33.2 However, a person who is engaged by CIT as a teacher, or a teacher who is promoted or approved to perform higher duties, may be paid at a higher pay point within that classification level subject to subclause 33.7. The Delegate will take into consideration such factors as their qualifications, relevant work and personal experience, current

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salary, ability to make an immediate contribution and difficulties in attracting and retaining suitable teachers.

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33.3 Increments apply to both a teacher's permanent and higher duties classification. When a teacher has completed twelve months higher duties within a 24-month period an increment will be paid and all further instances of higher duties will be paid at this level.

33.4 Subject to the qualifications/advancement barrier at subclause 33.7 and to no action being taken against the teacher for underperformance (Section N) or misconduct (Section O), a teacher is entitled to be paid an annual increment from the relevant anniversary of the date of commencement for the teacher concerned, until the teacher has reached the top of the salary range for the relevant classification.

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33.5 A teacher's increment will be deferred by one day for every calendar day of unauthorised absence or leave without pay that does not count as service.

33.6 Previous service at a higher duties salary must be considered when determining a salary pay point should the teacher be promoted to that classification, and will be used to determine the date at which increments fall due.

33.7 The operation of this clause is subject to an advancement barrier that exists from the sixth to the seventh incremental point of the Band 1 salary scale. To advance beyond this barrier a teacher must possess a recognised teaching qualification. Normal incremental advancement rules will also apply to progression beyond the 6th point.

33.8 Subject to a teacher meeting the requirements of subclause 33.7, accelerated incremental advancement may occur as follows:

33.8.1 a teacher who is engaged by CIT, or a teacher who is promoted or approved to perform higher duties may be paid at a higher pay point within that classification level.

33.8.2 the Chief Executive may approve the payment of additional accelerated increments to the teacher:

33.8.2.1 at the time annual incremental advancement is due: i.e., at the time a teacher is eligible for annual incremental advancement (either in the substantive or higher duties position), or

33.8.2.2 at any other time between periods of annual incremental advancement

subject to a maximum of two additional increments within the classification range being awarded to the teacher in a 12-month period (excluding any additional increments awarded to the teacher on commencement in the position in accordance with subclause 33.2).

33.9 In considering whether to approve accelerated advancement through increment points, the Chief Executive will take into account such factors as:

33.9.1 the teacher's:

33.9.1.1 qualifications, and

33.9.1.2 relevant work and personal experience, and

33.9.1.3 current salary, and

33.9.1.4 ability to make an immediate contribution; and

33.9.2 difficulties in attracting and retaining suitable teachers.

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34. Designation of Positions to EDS Status

34.1 No existing teaching position may be designated as an Educational Development Support position, without prior consultation with affected staff. Staff may choose to be represented in such discussions.

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34.2 No existing EDS teaching position will be designated as a normal teaching position without prior consultation with affected staff. Staff may choose to be represented in such discussions.

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35. Advanced Skills Teacher (AST)

35.1 The aim of the AST classification is to:

35.1.1 recognise excellence in teaching; and

35.1.2 enhance teaching quality within the Institute; and provide a career path for Band 1 Teachers outside the management stream.

35.2 To be eligible to apply for AST status a teacher needs to:

35.2.1 be permanent or have a 5 year contract; and

35.2.2 be on the 8th point of the Band 1 Teacher scale; and

35.2.3 have 5 or more years TAFE teaching experience; and

35.2.4 have completed professional development of a minimum of 40 hours per annum over the past 3 years.

35.3 An AST round will be conducted every 2 years for new applicants.

35.4 The successful applicant will be designated as an AST for a period of 5 years.

35.5 Prior to the conclusion of the 5 year designation period an AST will be invited to reapply. However, the AST will revert back to the 8th point of the Band 1 salary scale should they either

35.5.1 not apply for continuation of their AST status or

35.5.2 not be successful in achieving re-designation as an AST.

35.6 New applicants and current AST's who are reapplying will be required to submit:

35.6.1 a written application; and

35.6.2 their current Performance Management Plan (PMP) and their PMPs from the previous 2 years; and

35.6.3 referee reports from their Centre Director and Education Manager.

35.7 In addition to the biennial AST round for new applicants, in exceptional circumstances, and if operational considerations allow, a newly employed teacher who meets the AST

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criteria and has been identified as having outstanding skills may be offered AST assessment outside the biennial round. In making such an offer, CIT may vary

- 35.7.1 the PMP requirement to a minimum of 1 years' PMP, and
- 35.7.2 the minimum PD requirement on a pro rata basis of time served based on the minimum requirement of 40 hours per annum.
- 35.8 An application outside the biennial AST round will need to be strongly supported by the Centre Director and Education Manager and also meet the business needs of the Department.
- 35.9 Failure to submit the current year's PMP by the end of 1st term each year will result in the loss of AST status.
- 35.10 ASTs will have the same annual teaching load and entitlements to reduction in teaching load as Band 1 Teachers.

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36. Senior Teaching Posts (STP's)

- 36.1 Subject to subclause 36.2, unless otherwise agreed between CIT and the AEU, the period of tenure will be at least one semester and no more than 5 years.
- 36.2 Where an STP is absent from duty, the position may be back-filled for the duration of the absence.
- 36.3 The teaching load of STPs will be determined by the Centre and will not exceed 720 hours per annum.
- 36.4 STP positions may be used in the Centres for a range of projects.
- 36.5 If this position is used for a coordination role, the coordinator's teaching load will be based on the number and type of courses being coordinated. The number of Annual Curriculum Hours generated by the area of responsibility will also be considered.
- 36.6 The STP's access to paid non attendance will be as follows:

Teaching hours per annum	Paid non attendance
0 – 119 hours	0 days
120 – 184	5 days
185 – 249	10 days
250 – 314	15 days
315 – 378+	20 days

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37. Teacher Band 4

- 37.1 The AEU and CIT acknowledge that the role of the Teacher Band 4 classification has changed as a result of the organisational restructure that occurred in 2008.

- 37.2 Teachers holding Teacher Band 4 contracts for Centre Director positions at the date of operation of this agreement will remain employed under those contracts until they reach their expiration date. Upon expiration of these Teacher Band 4 contracts, teaching classification Centre Director positions will be established as permanent Teacher Band 3 positions and recruited in line with public service merit principle requirements, using the joint selection process.
- 37.3 The Teacher Band 4 classification will be retained for cross-Institute projects that have been identified by the Chief Executive. CIT will consult with the AEU about the creation of these positions and their purpose.
- 37.4 The Teacher Band 4 classification will be implemented under the following arrangements:
- 37.4.1 long-term temporary employment of up to 3 years;
 - 37.4.2 the salary rate will be as contained in Annex D - Classifications and Rates of Pay;
 - 37.4.3 the selection processes associated with short and long term temporary employment will apply;
 - 37.4.4 CIT may extend a merit-selected long-term temporary employment arrangement under paragraph 37.4.1 without an additional merit selection process being required, provided the total period of long-term temporary employment does not exceed 3 years; and
 - 37.4.5 following a period of long-term temporary employment as a Teacher Band 4, a teacher will return to their substantive position.

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Section G: Pay Related Matters

38. Casual Teaching Rates of Pay

38.1 Casual teaching and non-teaching rates are at Annex D.

38.2 Casual teachers will be paid on the following basis:

Casual Teaching Hourly Rate

This rate will be paid to casual teachers for each hour of direct teaching, as defined in subclause 25.2 of this Agreement.

Casual Non-Teaching Hourly Rate

This rate will be paid to casual teachers for each hour of their performance of duties other than teaching, as defined in subclause 25.4 of this Agreement.

38.3 Where workplace assessment involves a substantial number of hours of work in addition to the time spent on assessment, the casual teacher may elect to be paid the non-delivery rate. In this case, payment will be for the total actual number of hours spent on assessment, travel, preparation, record keeping, etc. The total number of hours will be agreed by the casual teacher and their Education Manager prior to undertaking the assessment.

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39. Flexible Remuneration Packaging

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

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- 39.6 Casual teachers have access to flexible remuneration packaging arrangements for the purposes of superannuation or for the purchase of Notebook/Laptop computers only (no leasing available). To access this entitlement, casual teachers must have scheduled employment as a casual teacher for a minimum of one semester.

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40. Special Employment Arrangements

- 40.1 In some special circumstances it may be necessary for CIT to determine that a teacher or group of teachers who are bound by this Agreement and who occupy certain positions should have special employment arrangements that may differ from some of the terms and conditions under this Agreement as specified in Annex C to this Agreement.
- 40.2 The framework under which Special Employment Arrangements may apply in CIT during the life of this Agreement, is as set out in Annex C to this Agreement.

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41. Classification/Work Value Review

- 41.1 A teacher, or a group of teachers, or the teacher representatives, may present a case to request CIT to undertake a classification/work value review of a position or group of positions.
- 41.2 Where CIT agrees to such a request it will undertake the review in consultation with the teacher(s) and the teacher representatives.
- 41.3 Where agreement cannot be reached on the need to conduct the review then it will be open to either the teacher or the teacher's representative to seek to resolve the disagreement in accordance with the dispute resolution procedure.
- 41.4 Any classification/work value review will take into account market and other relevant comparators, including comparators that are considered pertinent to the skills, competencies and general responsibilities required of the position(s).
- 41.5 These provisions do not affect the right of CIT to undertake a classification/work value review at its own initiative.

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42. Salary Overpayments

- 42.1 A salary overpayment is any payment in respect of salary, allowance or leave, whether the overpayment is by accident or otherwise, to which the teacher is not entitled.
- 42.2 In the event that a teacher has received a salary overpayment, CIT will recover the overpayment in accordance with this clause.
- 42.3 Where a salary overpayment has occurred, CIT will advise the teacher in writing, as soon as practicable, of the:
- 42.3.1 pay period(s) in which the overpayment occurred; and
 - 42.3.2 nature of the overpayment; and
 - 42.3.3 gross and net components of the overpayment; and
 - 42.3.4 process for recovery of the overpayment; and
 - 42.3.5 proposed recovery rate.
- 42.4 CIT and the teacher 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 subclause 42.6 will apply.
- 42.5 Any such agreement may include recovery of the salary overpayment by CIT:
- 42.5.1 as a lump sum; or
 - 42.5.2 by payroll deduction from salary.
- 42.6 Where CIT and the teacher cannot agree on a reasonable recovery rate, the overpayment will be recovered at the rate of up to 10% of the teacher's gross fortnightly salary, or such other rate determined by the Chief Executive having regard for all of the circumstances.
- 42.7 Despite subclauses 42.4 and 42.6, the recovery period will not usually exceed 26 pay periods.
- 42.8 Any outstanding money owing to CIT when a teacher ceases employment is to be recovered by deduction from any final entitlements payable to the teacher. If a debt still exists further debt recovery action is to be taken by CIT unless the Chief Executive
- 42.8.1 directs the recovery be waived, in part or in full, based on evidence provided by the teacher of exceptional circumstance or that such recovery would cause undue hardship; or
 - 42.8.2 determines that an overpayment is not recoverable.
- 42.9 Where the Chief Executive determines that an overpayment is not recoverable, the provisions of the Chief Executive Financial Instructions, relating to the waiver and write off of monies, will apply.

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43. Salary Underpayments

- 43.1 Where CIT agrees that a teacher has been underpaid on the teacher's base rate of salary, and the teacher requests, an offline payment for the amount owing will be made to the teacher within three working days of CIT receiving the request.

- 43.2 Where an overtime payment or higher duties allowance is not made within two pay periods of the appropriate authorisation having been received by the relevant corporate area, and the teacher requests, an offline payment for the amount owing will be made to the teacher within three working days of CIT receiving the request.

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44. Payroll Deduction for Union Fees

- 44.1 Upon request by the Union, CIT will facilitate arrangements for payroll deductions for union fees. CIT agrees that it will not impose any limitations or impediments to a teacher utilising payroll deductions for union fees that do not apply to other regular payroll deductions, such as health insurance.

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Section H: Allowances

45. Higher Duties Allowance

- 45.1 Higher Duties Allowance (HDA) is payable to a teacher who is directed to temporarily perform the duties of a position with a higher classification.
- 45.2 A person acting in a position as a Teacher Band 1, will be paid HDA for a period of one day or more.
- 45.3 A teacher acting in a position with a salary greater than the maximum salary of a Teacher Band 1 will be paid HDA for a period of five consecutive days or more. This payment will occur from day 1, provided the total period of higher duties is five days or more
- 45.4 Where a teacher on temporary transfer is to perform the full duties of the higher position, HDA is calculated as the difference between the teacher's current salary and a point in the salary range of the higher position determined by the Chief Executive in accordance with clause 33 (Pay Points, Increments and Qualifications Advancement Barrier).
- 45.5 Where the teacher is performing only part of the duties of the higher position and the higher position is at least two levels above the teacher's current substantive level, payment of partial HDA may be agreed between the supervisor/manager and the teacher, prior to the commencement of the temporary transfer.
- 45.6 The rate of payment for partial HDA will be a point in the salary range(s) of the intervening level(s). The Chief Executive's decision on the rate of payment of partial HDA will take into account the specified part of the duties of the higher position that the teacher is to perform.
- 45.7 A teacher receiving HDA is entitled to normal incremental progression and any increment gained while performing HDA is maintained upon the teacher ceasing the higher duties.
- 45.8 Previous HDA service will be considered in determining the appropriate salary point for future periods of higher duties.
- 45.9 Where the vacancy period of Higher Duties Allowance is expected to exceed six months the vacancy will be advertised within the ACTPS.
- 45.10 Periods of higher duties should not normally extend beyond twelve months. If after twelve months the position is nominally vacant it will be advertised unless there are exceptional circumstances.

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46. Short Term Higher Duties Arrangements – Less Than Six Months

- 46.1 The arrangements for the filling of short term higher duties vacancies within CIT need to be not only transparent and accountable but also considerate of the workload pressures placed on teachers.
- 46.2 Both permanent and temporary teachers may be considered for service in higher duties positions.
- 46.3 If a temporary teacher is selected for higher duties, the higher duties direction will not extend past the termination date of the teacher's existing contract.

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47. Longer Term Higher Duties Arrangements – More Than Six Months

- 47.1 In filling a temporary vacancy for a period of 6 months, or longer, the Chief Executive will give preference to permanent teachers provided that they are at least as suitable for the vacancy as other candidates. In determining suitability for temporary performance of duties, the Chief Executive will have regard to merit and the career development of permanent teachers.
- 47.2 Both permanent and temporary teachers may be considered for service in higher duties positions.
- 47.3 If a temporary teacher is selected for higher duties, the higher duties direction will not extend past the termination date of the teacher's existing temporary contract.

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48. Expense Disability and Skill-Related Allowances

- 48.1 Expense, disability and skill related allowances provided for in this Agreement are as follows:
 - 48.1.1 First Aid Allowance – where a teacher is directed to perform the duties of a First Aid Officer a teacher will be paid an allowance in accordance with the following criteria:
 - 48.1.1.1 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.
 - 48.1.1.2 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.
 - 48.1.1.3 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.
 - 48.1.2 The quantum of First Aid Allowance at 1 July 2009 will be as set out in subparagraphs 48.1.2.1, 48.1.2.2 and 48.1.2.3 below. The allowance will be

adjusted by the rate of increases in pay applicable as advised by the Chief Minister's Department.

48.1.2.1 Where base level qualifications are held - \$20.93 per fortnight.

48.1.2.2 Where advanced level qualifications are held - \$26.21 per fortnight.

48.1.2.3 Where Occupational/Specialist level qualifications are held - \$31.10 per fortnight.

48.1.3 Linguistic Availability/Performance Allowance – where a teacher is required to communicate on a regular basis in languages other than English the teacher will be paid an allowance if their language competence meets the required level, as follows:

48.1.3.1 National Accreditation Authority for Translators and Interpreters Level 1.

48.1.3.2 National Accreditation Authority for Translators and Interpreters Level 2 or higher.

48.1.4 The quantum of Linguistic Availability/Performance Allowance at 1 July 2009 will be as set out in sub-paragraphs 48.1.4.1 and 48.1.4.2 below. The allowance will be adjusted by the rate of increases in pay applicable as advised by the Chief Minister's Department.

48.1.4.1 National Accreditation Authority for Translators and Interpreters Level 1 - \$919.06 per annum.

48.1.4.2 National Accreditation Authority for Translators and Interpreters Level 2 or higher - \$1,836.84.

48.1.5 Excess Fares reimbursement - A teacher will be entitled to the reimbursement of excess fares incurred by the teacher performing duty temporarily at a place other than the teacher's usual place of work, when the cost of travelling to and from the temporary place of work is greater than the cost of travelling to and from the teacher's usual place of work.

48.1.6 Motor Vehicle Allowance and Overtime Meal Allowance will also be paid where applicable, the rates for which will be adjusted annually in accordance with advice from Chief Minister's Department.

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48.1.7 Expenses related to prior-approved work-related travel will be reimbursed on the basis agreed in the Travel Authority and on production of appropriate receipts.

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48.1.7.1 Appropriate time off in lieu arrangements will be available where interstate and/or overnight travel is required.

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PART IV: WORK-LIFE BALANCE

Section I - Recognition of Work and Life Responsibilities

49. Introduction to Work-Life Balance

- 49.1 The ACT Government is committed to the concept of work and life balance and recognises the importance of employees balancing work and personal life.
- 49.2 CIT acknowledges that all teachers 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, CIT recognises that teachers have different needs at different times.
- 49.3 CIT recognises the need to provide sufficient support and flexibility at the workplace to assist teachers in achieving work and life balance. While family friendly initiatives are important aspects of work and life balance, it is also important that all teachers, at all stages in their working lives, are supported in this manner.
- 49.4 CIT is committed to providing teachers with a work/life balance that recognises the family and other personal commitments of teachers. In keeping with that commitment, this Agreement contains measures and entitlements to achieve that balance.
- 49.5 The manager/supervisor will only deny a teacher'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 teacher, provide the reasons for that decision to the teacher in writing. Where a request is not approved the manager/supervisor will consult with the teacher to determine mutually convenient alternative arrangements.

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50. Teachers with Caring Responsibilities

- 50.1 Carers are teachers who provide, in addition to the teachers' 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.
- 50.2 Family members may include children, brothers or sisters, domestic partner, parents, grandparents and close relatives. In some cases, teachers may be responsible for providing care to a neighbour or a friend who has no one to assist with day-to-day care.
- 50.3 CIT recognises that carer responsibilities vary considerably, depending on the level of care and assistance required and may be suddenly imposed, or may increase gradually. It is also recognised that, generally, teachers are able to provide care and assistance outside normal working hours. However, there are times that teachers are required to provide more support or assistance because of illness, injury or disability.
- 50.4 To assist teachers 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:
 - 50.4.1 flexible starting and finishing times;
 - 50.4.2 ability to take a few hours off work, and make it up later;
 - 50.4.3 access to breast feeding facilities;
 - 50.4.4 access to personal leave for caring purposes for members of immediate family or household;
 - 50.4.5 home based work on a short or long term basis;

- 50.4.6 part-time work;
- 50.4.7 job sharing;
- 50.4.8 purchased leave;
- 50.4.9 annual leave;
- 50.4.10 long service leave;
- 50.4.11 leave without pay; and
- 50.4.12 leave not provided for elsewhere.

50.5 Access to the leave entitlements listed in subclause 50.4 is as provided for in this Agreement and/or the PSM Act and Standards.

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51. Volunteering

- 51.1 CIT recognises the community partnerships between ACT Government agencies and volunteers and the valuable contribution to the ACT community that volunteers make.
- 51.2 Accordingly, CIT will support teachers who take part in volunteering activities where the teachers choose to do so.

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- 51.3 Details of Community Service Leave entitlements are contained in Clause 79.

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52. Management of Excessive Hours

- 52.1 CIT recognises the importance of teachers 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 teachers, this should be regarded as the exception rather than the rule.
- 52.2 Managers, supervisors and teachers have a responsibility to minimise the extent to which excessive hours are worked. In the circumstances where work pressures result in the teacher being required to work, or is likely to work, excessive hours over a significant period, the manager, supervisor and teacher 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:
 - 52.2.1 review of workloads and priorities;
 - 52.2.2 re-allocation of resources;
 - 52.2.3 consideration of appropriate arrangements for time off in lieu or other recompense; and/or
 - 52.2.4 review staffing levels and/or classifications within the work group.

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Section J – Flexible Working Arrangements

53. Regular Part-Time Employment

Conversion to Part-Time Employment

- 53.1 A person may be employed in any teaching classification as a part-time teacher for an agreed number of regular hours per week that is less than the hours of a full-time teacher.
- 53.2 Proposals for part-time employment may be initiated by CIT for operational reasons or by a teacher for personal reasons.
- 53.3 Where a teacher initiates a proposal the Chief Executive will have regard to the personal reasons put by the teacher in support of the proposal and to CIT's operational requirements.
- 53.4 The Chief Executive will obtain the written agreement of a full-time teacher before the teacher converts to part-time.
- 53.5 No pressure will be exerted on full-time teachers to convert to part-time employment or to transfer to another position to make way for part-time employment.
- 53.6 The pattern of hours and days and commencement and cessation times for part-time work will be agreed between the teacher and the teacher's manager/supervisor and recorded in writing.

Variation to Part-Time Hours

- 53.7 Proposals to vary a part-time employment arrangement may be initiated by CIT for operational reasons or by a teacher for personal reasons.
- 53.8 Where a teacher initiates a proposal the Chief Executive will have regard to the personal reasons put by the teacher in support of the proposal and to CIT's operational requirements.
- 53.9 The Chief Executive will obtain the written agreement of the teacher before the teacher's hours are varied.
- 53.10 No pressure will be exerted on a part-time teacher to vary the teacher's part-time employment or to transfer to another position to make way for part-time employment.
- 53.11 The pattern of hours and days and commencement and cessation times for part-time work will be agreed between the teacher and the teacher's manager/supervisor and recorded in writing.

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Conditions Applying to Part-time Employment

- 53.12 Regular part-time teachers will receive, on a pro-rata basis, equivalent salary and conditions to that of comparable full-time teachers.
- 53.13 Part-time teachers must have in their attendance and timetable arrangements an allocation for teaching-related duties which is in the same proportion as that for comparable full-time teachers.

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54. Job Sharing

- 54.1 In this clause teacher refers to teachers other than casual teachers.

- 54.2 Job sharing arrangements may be introduced by agreement between CIT and the teachers involved, subject to operational requirements. 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.
- 54.3 A full-time teacher must request in writing permission to work in a job sharing arrangement. CIT will agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.
- 54.4 The pattern of hours for the job sharing arrangement will be agreed between the teachers and CIT. However, any single attendance at the campus-based worksite will be for not less than three consecutive hours.
- 54.5 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.
- 54.6 In the event that either teacher ceases to participate in the job sharing arrangement, the arrangement will terminate.

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55. Permanent Part-Time Employment Following Leave Under Clauses 74, 75 or 77 (Maternity Leave, Primary Care Giver Leave or Unpaid Parental Leave)

- 55.1 Subject to this clause, the Chief Executive will approve an application by a teacher 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 subclause 75.2 (Paid Primary Care Giver Leave), 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.
- 55.2 An application by a teacher to access to part-time work under this clause will only be approved where the teacher agrees, where necessary, to be placed on CIT's unattached list.
- 55.3 The maximum aggregate period of part-time employment that may be approved for a teacher under subclause 55.1 is seven years.
- 55.4 Either the teacher who accesses paid primary care giver leave under clause 75 (Paid Primary Care Giver Leave), or the mother who is entitled to and accesses paid maternity leave under clause 74 (Maternity Leave), will be entitled to access permanent part-time employment as provided in subclause 55.1.

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56. Home Based Work

- 56.1 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.
- 56.2 Home-based work, on a regular basis, is a voluntary arrangement that requires the agreement of both CIT 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.
- 56.3 In determining appropriate home-based work arrangements, the Chief Executive and teachers will consider a range of matters, including:
 - 56.3.1 appropriate and effective communication with campus-based teachers;

- 56.3.2 the need to ensure adequate interaction with colleagues;
 - 56.3.3 the nature of the job and operational requirements;
 - 56.3.4 privacy and security considerations;
 - 56.3.5 health and safety considerations;
 - 56.3.6 the effect on clients; and
 - 56.3.7 adequate performance monitoring arrangements.
- 56.4 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.
- 56.5 A teacher may terminate home-based work arrangements at any time by giving reasonable notice to the Chief Executive.
- 56.6 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.
- 56.7 CIT 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 CIT will be subject to occupational health and safety requirements and to an assessment of technical needs by the supervisor/manager.

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Section K – Employee Support

57. Employee Assistance Program

- 57.1 As a benefit to teachers, CIT will provide teachers and their immediate families with access to an independent, confidential and professional counselling service at no cost to the teacher.

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58. Scheduling of Meetings and Other Activities

- 58.1 To assist teachers to meet their personal responsibilities, where possible, all meetings in CIT are to be scheduled at times that take into account those responsibilities.
- 58.2 Subject to CIT's operational requirements, managers will accommodate in timetabling, and encourage teachers to observe, one common lunch hour of 60 minutes per week, preferably Wednesdays from 12 noon. Where possible this common lunch hour will be consistent across the relevant campus. This arrangement may be varied by agreement between the teacher and their supervisor/manager.
- 58.3 The common lunch hour is designed to provide teachers and students with the opportunity to attend CIT community/professional activities.

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- 58.4 As outlined in Clause 30 (Individual Workloads and Professional Responsibilities), patterns of work extend beyond hours of face-to-face teaching, release time, rostered supervision and professional learning. CIT and its teachers acknowledge that teachers have an obligation to attend to their professional responsibilities. CIT further

acknowledges that teachers may have personal responsibilities that need to be discharged.

- 58.5 Accordingly, teachers must take account of their on-going professional obligations in planning their personal commitments, and Centres must consider such issues in scheduling meetings and other activities at which teacher attendance is required.
- 58.6 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 CIT Yearly Planner.
- 58.7 Centres 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.

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59. Vacation Childcare Program

- 59.1 This clause applies to a teacher (other than a casual teacher or a temporary teacher who has been engaged by CIT 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 CIT will make payment to the teacher for each calendar year based on:
- 59.1.1 forty dollars per day towards the cost of each school child enrolled in an accredited school holiday program;
 - 59.1.2 up to a maximum of \$200 per child per five days;
 - 59.1.3 up to a maximum of ten days per child per year;
 - 59.1.4 up to a maximum of three children;
 - 59.1.5 reimbursement on production of a receipt.
- 59.2 An accredited school holiday program is a program approved and/or subsidised by a State, Territory or Local Government.
- 59.3 The payment will apply only on the days when the teacher is at work.
- 59.4 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.
- 59.5 A teacher whose domestic partner receives a similar benefit from the domestic partner's ACTPS Department or agency employer is not eligible for the payment.

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60. Family Care Costs

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

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61. Nursing Mothers

- 61.1 Teachers who are breastfeeding will be provided with the facilities and support necessary to enable such teachers to combine a continuation of such breastfeeding with the teacher's employment.

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

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

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62. Relocation Subsidy Reimbursement

62.1 The principle behind the relocation subsidy is to provide assistance to teachers recruited from interstate or overseas with the reasonable costs of relocation.

62.2 The Chief Executive may approve a relocation subsidy payment to a prospective teacher of such an amount up to a pre-determined ceiling as the Chief Executive considers is reasonable in the prospective teacher's circumstances. The relevant pre-determined ceiling is \$12,000 for singles, increased by \$2,000 for each dependant (maximum of six dependants). Reimbursement above six dependents will increase by \$1,750 for each additional dependant.

62.3 CIT will inform the prospective teacher of the predetermined ceiling prior to the prospective teacher's relocation.

62.4 The relocation payment is to be fully supported by receipts.

62.5 For the purposes of this clause, a dependant does not require actual financial dependency and includes members of the prospective teacher's immediate household, including a domestic partner, parent, parent of domestic partner, brother, sister, guardian, foster parent, step-parent, step-brother, half-brother, step-sister, half-sister, child, foster child or step child residing with the teacher at the time the offer is made.

62.6 The Chief Executive may approve payment in excess of the approved amount or ceiling in exceptional circumstances.

62.7 In the event that the teacher terminates the teacher's employment with CIT within eighteen 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:

62.7.1 in the case where the teacher terminates employment within twelve months from the date of appointment – 100% of the relocation payment; or

62.7.2 in the case where the teacher terminates employment more than twelve months and less than eighteen months from the date of appointment – 50% of the relocation payment.

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63. Diversity in the Workplace

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

63.2 CIT will work with teachers 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.

63.3 Bullying and harassment and discrimination of any kind will not be tolerated. Accordingly, if CIT is made aware of instances, or reported instances, of bullying and harassment or discrimination, CIT will investigate the concerns as soon as possible.

- 63.4 The investigation referred to in subclause 63.3 will be carried out in accordance with the processes described in Section O: Misconduct and Discipline.

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Section L – Leave

64. General

- 64.1 All existing unused accrued leave is retained by teachers and converted, where relevant, to take account of changes to ordinary weekly hours.
- 64.2 Annual and personal leave will be recorded in hours and minutes.
- 64.3 Where entitled, teachers will accrue annual and personal leave based on their weekly hours of duty. For the purpose of this calculation the ordinary weekly hours for full-time teachers will be 36 hours and 45 minutes.
- 64.4 Where a teacher is absent during hours of duty an application for leave must be submitted.
- 64.5 Teachers refused approval of leave may seek a review of that decision in accordance with the internal review provisions in Section Q.

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- 64.6 Leave applications should be submitted in advance if possible or otherwise at the earliest available opportunity.

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65. Leave Below One Day

- 65.1 EDS teachers 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.

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66. Personal Leave

Personal Leave: General

- 66.1 Personal leave combines:
- 66.1.1 absence due to personal illness or injury (sick leave);
 - 66.1.2 absence where a teacher is required to care for a member of the teacher's immediate family or household who is sick (carer's leave); and
 - 66.1.3 leave in special circumstances.
- 66.2 The entitlements and eligibility requirements for personal leave that are provided in the Public Sector Management Standards will continue to apply except where varied under this clause.
- 66.3 The provisions for war service sick leave, as set out in the PSM Standards, will continue to apply.

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- 66.4 For part-time teachers, one full day's absence will be counted as one day of any day's paid leave allowed under this clause.

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Personal Leave: Entitlement

Permanent Teachers and Long Term Temporary Teachers

- 66.5 A permanent teacher or a long-term temporary teacher will receive 3.6 weeks of personal leave on commencement with CIT. Subject to subclause 66.15, an additional credit of 3.6 weeks personal leave will be made on the anniversary of the employee's commencement during each year of service.
- 66.6 A part-time teacher or a part time long term temporary teacher will receive personal leave on a pro rata basis based on the teacher's prescribed weekly hours of duty on the teacher's accrual date.
- 66.7 On appointment under the PSM Act, teachers will have any personal leave credit with an organisation that is recognised for prior service purposes, added to the teacher'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 teacher's normal accrual date, the teacher will then receive personal leave in accordance with subclause 66.5.

Short Term Temporary Teachers

- 66.8 A short-term temporary teacher will receive one week of personal leave after four weeks continuous service and 0.2 weeks of personal leave for each subsequent four weeks of continuous service up to a maximum of two weeks in the teacher's first twelve months of service.
- 66.9 After twelve months continuous service short-term temporary teachers will receive 5.2 weeks of personal leave with pay. For every subsequent twelve months of service short-term temporary teachers will receive personal leave in accordance with subclause 66.5.
- 66.10 A short term temporary teacher appointed prior to completing twelve months service will receive a personal leave credit of 3.6 weeks less any leave with pay granted under subclause 66.8. For subsequent accruals short-term temporary teachers will receive personal leave on the same basis as a permanent teacher on the anniversary of the commencement of the permanent teacher's employment.

Casual Teachers

- 66.11 A casual teacher will receive the rates of pay set out in clause 38 (Casual Teaching Rates of Pay) instead of personal leave.

Teachers on Compensation

- 66.12 A teacher in receipt of compensation for more than forty-five weeks will accrue personal leave on the basis of hours actually worked.

Personal Leave: Accrual

- 66.13 Personal leave is cumulative.
- 66.14 If a teacher changes ordinary weekly hours of duty, the teacher's personal leave will be adjusted in accordance with the following formula:

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$$\frac{\text{New working hours} \times \text{personal leave credit}}{\text{Old working hours}}$$

- 66.15 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.
- 66.16 Unused personal leave credit will not be paid out on cessation of employment.

Granting of Personal Leave

- 66.17 The Chief Executive may grant personal leave with pay, subject to available credits, for a period of absence when the teacher applies for personal leave due to personal illness or injury or for the care of a member of the teacher's immediate family or household who is sick and, subject to subclause 66.24, produces documentary evidence.
- 66.18 A teacher must advise their manager as soon as reasonably practicable of their absence, or intention to be absent on personal leave.
- 66.19 Personal leave must not be granted where the absence is associated with the misconduct of the teacher, or where there is not sufficient cause. The Chief Executive may determine that the absence does not count as service for any purpose.
- 66.20 Subject to the approval of the Chief Executive, in special circumstances a teacher may elect to use personal leave at half pay for absences of at least one week which will be deducted from the teacher's accrued credits at a rate of 50% of the period of absence.
- 66.21 A teacher who suffers personal illness or injury, or cares for a member of the 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.
- 66.22 A teacher 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

- 66.23 The Chief Executive will accept the following documentary evidence:
- 66.23.1 medical certificate from a registered health practitioner; and/or
 - 66.23.2 a statutory declaration made by the teacher where the period of personal leave is not more than three consecutive days and a medical consultation has not been sought.
- 66.24 If documentary evidence is not produced when a teacher applies for leave for personal illness or injury or for the care of a member of the teacher'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.
- 66.25 The Chief Executive may, with reasonable cause, request a medical certificate for any absence at the time of notification of the absence, including those where a statutory declaration is intended to be provided.
- 66.26 In addition to the provisions contained in sections 405, 406 and 484 of the Public Sector Management Standards, the Chief Executive may refer a teacher for a medical

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examination by a nominated medical practitioner at any time. This may be for reasons including but not limited to:

66.26.1 where the Chief Executive is concerned for the wellbeing of a teacher and considers that the health of the teacher is affecting the teacher's ability to adequately perform the teacher's duties; or

66.26.2 where the Chief Executive considers the documentary evidence supplied for absences due to personal illness or injury is inadequate.

Arrangements Where a Teacher has Exhausted the Teacher's Personal Leave Credit

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66.27 Anticipation of the following year's personal leave credit may be approved by the manager on a case-by-case basis. Both permanent and temporary teachers can anticipate personal leave.

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66.28 The Chief Executive may, where such treatment is justified, grant a teacher an additional period of personal leave to cover periods of personal illness or injury. Such leave will be at either full or half pay, and will only be granted where all full pay credit has been exhausted.

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66.29 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 teacher's immediate family or household who is sick. Unpaid personal leave will count as service for all purposes.

66.30 If an ill teacher exhausts the teacher's paid personal leave entitlement and produces documentary evidence of continuing personal illness or injury, the teacher 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 subclause 66.31.

Maximum Period of Absence on Personal Leave

66.31 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.

66.32 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 clause subclause 66.31.

66.33 Subject to subclause 66.31, 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 a teacher's immediate family or household who is sick.

Personal Leave in Special Circumstances

66.34 Subject to subclause 66.35, the Chief Executive may approve personal leave other than for personal illness, or the care of a member of the immediate family or household who is sick, in special circumstances. Special circumstances cover extraordinary or unforeseen circumstances where it is essential that the teacher has leave from the workplace. In these special circumstances, reasonable evidence may be required by the Chief Executive.

66.35 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.

- 66.36 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 subclause 66.24. Any paid leave in special circumstances granted under this clause will be deducted from the teacher's personal leave credit.

Personal Leave On Compassionate Grounds

- 66.37 The Chief Executive may approve paid personal leave of up to two days on each occasion to enable a teacher to spend time with a person who is a member of the teacher's immediate family or household who has a personal illness or injury that poses a serious threat to the person's life.
- 66.38 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 teacher to spend time with a person who is a member of the teacher's immediate family or household who has a personal illness or injury that poses a serious threat to the person's life.

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67. Bereavement Leave

- 67.1 Bereavement leave with pay applies from the first day of service and counts as service for all purposes.
- 67.2 Teachers (other than casual teachers) are entitled to up to three days leave (non-cumulative) on each occasion of a death of a member of the teacher's immediate family or household; and on the death of a teacher's parent, parent of domestic partner, foster parent, step-parent, step sibling, guardian or foster child.
- 67.3 Proof of bereavement and relationship must be provided if requested.
- 67.4 Bereavement leave granted of at least one day whilst on another type of leave will result in the re-crediting of that leave.
- 67.5 Further paid or unpaid bereavement leave, in addition to subclause 67.2, may be granted if considered appropriate by the Chief Executive.

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68. Annual Leave

Entitlement to Annual Leave

- 68.1 Full time teachers (other than casual teachers) are entitled to 147 hours annual leave, for each full year worked. Where less than a full year is worked, teachers are entitled to annual leave on a pro-rata basis.
- 68.2 Part-time teachers will accrue a pro-rata credit based on the number of part-time hours worked.
- 68.3 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 (where the days counts as service) or zero (where the day does not count as service);

C = Number of calendar days in the year; and

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D = Four (basic annual leave accrual of four weeks)

- 68.4 Unauthorised absence will not contribute to the annual leave credit.
- 68.5 Where any public holiday occurs for which the teacher is entitled to payment, during any period of annual leave, the period of the holiday is not deducted from the annual leave entitlement.
- 68.6 A teacher 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

- 68.7 Consistent with the purpose of annual leave:
 - 68.7.1 teachers will be encouraged to use the teachers' annual leave entitlements within the year that it accrues; and
 - 68.7.2 the Chief Executive should approve applications by teachers to take annual leave in the year that it accrues, subject to operational requirements.
- 68.8 If the Chief Executive does not approve an application by a teacher for annual leave because of operational requirements, the Chief Executive will consult with the teacher to determine a mutually convenient alternative time (or times) for the teacher to take the leave.
- 68.9 Where a teacher's annual leave is cancelled without reasonable notice, or a teacher is recalled to duty from leave, the teacher 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

- 68.10 Where a teacher has accrued two years' annual leave credits and unless exceptional operational circumstances exist, the teacher and relevant manager/supervisor must agree, and implement an annual leave usage plan to ensure the teacher's accrued leave credit will not exceed a maximum 2.5 years credit.
- 68.11 A teacher who has an annual leave credit in excess of 2.5 years of entitlement:
 - 68.11.1 on operation of the Agreement; or
 - 68.11.2 on joining, or returning to, CIT; or
 - 68.11.3 on returning to duty from compensation leavewill have twelve months to reduce the teacher's annual leave balance to 2.5 years of entitlement or below.
- 68.12 The Chief Executive may direct a teacher who has annual leave credit of 2.5 years or more to take annual leave, subject to giving the teacher one calendar month's notice and subject to subclause 68.15.
- 68.13 The amount of annual leave that a teacher may be directed by the Chief Executive under subclause 68.12 to take will be less than, or equal to, $\frac{1}{4}$ of the amount of credited annual leave the teacher is entitled to take at the time that the direction is given.

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- 68.14 The teacher may apply to take additional annual leave at this time and the application will be approved unless exceptional circumstances apply.
- 68.15 A teacher may not be directed under subclause 68.12 to take annual leave where the teacher has made an application for a period of annual leave equal to or greater than the period specified in subclause 68.12 in the past six months and the application was not approved. The manager/supervisor and the teacher may agree to vary the annual leave usage plan consistent with subclause 68.10.

Cashing out of Annual Leave

- 68.16 A teacher may cash out up to two weeks of the teacher's annual leave credit where that credit has exceeded two years accumulated leave subject to the following:
- 68.16.1 the teacher providing the Chief Executive with a written election to do so;
 - 68.16.2 the Chief Executive authorising the election; and
 - 68.16.3 the teacher taking at least one week of annual leave in conjunction with this entitlement or the teacher has taken at least one week of annual leave in the past six months.
- 68.17 A teacher may only cash out annual leave in accordance with subclause 68.16 once during each twelve-month period.

Half Pay Annual Leave

- 68.18 Teachers are entitled, subject to operational requirements, to elect to use annual leave at half pay for any period up to the available annual leave credit. Credits will be deducted at a rate of 50% of a credit per day.

Payment on Separation

- 68.19 Teachers will receive payment on separation from CIT of any unused annual leave entitlement.

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69. Annual Leave Loading

- 69.1 Teachers at the Senior Teaching Post level or below who are entitled to annual leave under clause 68 (Annual Leave) will be paid an annual leave loading.

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- 69.2 The amount of a teacher's entitlement under subclause 69.1 will be, subject to subclause 69.3, 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.
- 69.3 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.
- 69.4 Part time teachers will be paid the annual leave loading on a pro rata basis.
- 69.5 A teacher whose employment ceases and who is entitled to payment instead 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.

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- 69.6 Annual leave loading accrued by eligible teachers will be paid at such a time as the teacher nominates, by making a written request to CIT.
- 69.7 Any unpaid annual leave loading accrued by teachers will be paid each year in the first payday in December.

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70. Paid Non Attendance

- 70.1 Band 1 and Band 2 teachers with classroom teaching duties, as specified in clause 24 (Hours and Attendance Requirements), will be granted 20 days paid non-attendance leave, the timing of which is subject to approval by the Chief Executive.
- 70.2 Teachers in designated Educational Development and Support (EDS) positions are not entitled to paid non-attendance time.
- 70.3 Band 3 Teachers and Band 4 teachers are not entitled to paid non-attendance time.

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71. Purchased Leave

The Scheme

- 71.1 Subject to clauses subclauses 71.3 and 71.4, teachers may purchase leave in addition to the teacher's usual annual leave entitlement, up to a maximum of twelve weeks in any twelve 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 twelve months from the date the teacher commences participation in the purchased leave scheme ("the scheme").

Approval to Participate

- 71.2 Full 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 twelve weeks, and the period over which the additional leave is to be acquitted in accordance with subclause 71.1.
- 71.3 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.
- 71.4 Approval to purchase additional leave will not be given where a teacher has accrued excess annual leave credit (subclause 68.10), except where the teacher intends to use all excess annual leave credit before taking purchased leave.

Paying for Purchased Leave

- 71.5 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.
- 71.6 Despite subclause 71.5, if the teacher's salary changes during the acquittal period the teacher may seek approval for the deduction to be recalculated.

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- 71.7 Regular allowances may be included in the calculation of purchased leave payments where:
- 71.7.1 CIT and the teacher agree any or all of these allowances are appropriate; and
 - 71.7.2 there is the likelihood the allowance will continue to be received over the duration of the acquittal period.
- 71.8 Disability allowances, which are paid according to the hours worked, cannot be included for the purposes of calculating purchased leave payments.

Taxation

- 71.9 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

- 71.10 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.
- 71.11 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.
- 71.12 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.
- 71.13 Purchased leave must be used within the agreed acquittal period, not exceeding twelve 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

- 71.14 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

- 71.15 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

- 71.16 A teacher participating in the scheme who proceeds on maternity or primary care giver's leave may elect to, either:
- 71.16.1 exit the purchased leave scheme and have any money owing refunded; or

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71.16.2 subject to subclause 71.17, remain in the scheme and have salary deductions continue during the period of paid maternity or primary care giver's leave.

71.17 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

71.18 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 Leave Entitlements

71.19 Leave taken as purchased leave will count as service for all purposes.

71.20 Purchased leave will not affect the accrual of other forms of leave, such as personal leave, annual leave or long service leave.

71.21 Purchased leave will not affect the payment and timing of salary increments.

71.22 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

71.23 Where a teacher who is participating in the scheme transfers from one ACTPS Agency to another ACTPS Agency 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

71.24 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:

71.24.1 the provisions of paragraph 71.16.1 and/or subclause 71.23 apply; or

71.24.2 circumstances exist, such as unforeseen financial hardship, and the relevant manager agrees; or

71.24.3 the teacher's employment with CIT ceases before the expiration of the agreed acquittal period.

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72. Long Service Leave

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

72.2 The Chief Executive may grant long service leave to a teacher to the extent of that teacher's pro-rata long service leave credits after seven years eligible service.

72.3 Where a teacher whose period of employment is less than ten years but not less than one year ceases to be a teacher

72.3.1 otherwise than because of the teacher's death, on, or after, the teacher attaining the minimum retiring age; or

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72.3.2 because of the teacher's redundancy; or

72.3.3 and satisfies CIT that the teacher so ceasing is due to ill health of such a nature as to justify the teacher so ceasing;

CIT will authorise payment to the teacher under this subsection in accordance with Section 159 of the PSM Act

72.4 Teachers will receive payment on separation of any pro-rata entitlements after seven years eligible service.

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

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72.6 Teachers are encouraged, and accept a joint responsibility with CIT, to utilise their long service leave entitlements at mutually agreed times.

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72.7 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.

72.8 If a Chief Executive does not approve an application by a teacher for long service leave because of operational requirements, the Chief Executive will consult with the teacher to determine a mutually convenient alternative time (or times) for the teacher to take the leave.

72.9 Subject to approval by the Chief Executive, and on application by the teacher, a teacher with a long service leave balance greater than three months may take cash in lieu of all or some of the teacher's balance of long service leave that is in excess of three months. This payment in lieu is limited to a minimum of 7 calendar days and will not lead to the reduction of long service leave credits below three months.

72.9.1 Approval by the Chief Executive will be subject to financial/ operational requirements.

72.10 Teachers may be granted long service leave and have their long service leave credit debited in minimum periods of 1 whole day, which may or may not be taken consecutively, if requested.

72.11 For absences on long service leave of less than 5 consecutive working days, any public holiday, Saturday and Sunday immediately preceding, immediately following and/or during this long service leave will not be debited from the long service leave credit.

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72.14 A teacher's long service leave accrual date will be deferred by each calendar day that does not count as service.

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73. Conversion of Part-Time Long Service Leave Credits

73.1 Full-time teachers may elect to convert previously accrued part-time long service leave credits to equivalent full-time long service leave credits.

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74. Maternity Leave

Purpose

- 74.1 Maternity Leave is available to pregnant teachers to:
 - 74.1.1 enable a woman to absent herself from duty to care for and bond with a new born child;
 - 74.1.2 support her right to continuity of service; and
 - 74.1.3 support the protection of the family and children under the *Human Rights Act 2004*.

Eligibility

- 74.2 A teacher who is pregnant is eligible to be absent on maternity leave if she is employed under the *Public Sector Management Act (1994)*.
- 74.3 A teacher is eligible for maternity leave where termination of the pregnancy occurs within 20 weeks of the expected date of birth of the child. Where a teacher'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

- 74.4 A teacher 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. A teacher's period of maternity leave will commence:
 - 74.4.1 subject to subclause 74.7, six weeks prior to the expected date of birth of the child; or
 - 74.4.2 on the birth of the child if this occurs earlier than paragraph 74.4.1; or
 - 74.4.3 on the date of confinement of the teacher where termination of the pregnancy occurs within 20 weeks of the expected date of birth of the child; or
 - 74.4.4 where a teacher is subject is subject to subclause 74.17, the first day of paid maternity leave.
- 74.5 While a grant of leave for maternity leave is deemed to be approved a teacher is required to submit a leave form for any period of maternity leave. This application can be for any period, subject to subclause 74.6, and up to the maximum period and may include other forms of paid leave as per subclauses 74.20 and 74.21.
- 74.6 Subject to 74.7 and 74.8, a teacher 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.
- 74.7 A teacher who is pregnant and who produces medical evidence from a medical practitioner that she is fit for duty until a date less than 6 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.
- 74.8 A teacher 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.

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- 74.9 A teacher 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

- 74.10 A teacher 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.
- 74.11 A teacher 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.
- 74.12 Subject to subclause 74.10 a teacher 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.
- 74.13 The rate of payment to be paid to the teacher during a paid period of maternity leave is the same rate as would be paid if the teacher was granted paid leave on account of illness.
- 74.14 A teacher 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.
- 74.15 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 a teacher.
- 74.16 Subject to subclauses 74.14, 74.15, 74.17, 74.20 and 74.21 a teacher'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.
- 74.17 The Chief Executive may approve, subject to a medical certificate, a teacher taking paid maternity leave in a non-continuous manner, provided any other form of paid leave will not be approved until the teacher has used all the teacher's paid maternity leave entitlement. Entitlements under this clause do not extend the maximum period of maternity leave available.

Evidence

- 74.18 Prior to commencing maternity leave a teacher 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.
- 74.19 As soon as possible after the birth of the child a teacher will provide the Chief Executive with evidence of the birth and the date of the 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

- 74.20 An application by a teacher 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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- 74.21 An application by a teacher for personal leave during a period that would otherwise be an unpaid period of maternity leave will be granted subject to the teacher providing satisfactory medical evidence and to the extent of available entitlements.

Effect on Other Entitlements

- 74.22 Any period of paid maternity leave taken by a teacher at full or half pay will count as service for all purposes.
- 74.23 Any period of unpaid maternity leave taken by a teacher 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.
- 74.24 Subject to subclause 74.23 any period of unpaid maternity leave taken by a teacher will not count as service for any purpose but does not break continuity of service.

Unattachment

- 74.25 During a teacher's absence on maternity leave, the Chief Executive may, with the teacher's written consent, declare the teacher unattached.

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75. Paid Primary Care Giver Leave

- 75.1 This clause does not apply to casual teachers.
- 75.2 Where a teacher, other than a teacher entitled to paid maternity leave under clause 74 (Maternity Leave), demonstrates that the teacher is the primary care giver of a newborn, or a child below 18 who is an adopted child or foster child, or a child for whom the teacher has enduring parental responsibility due to a care and protection order then, subject to subclause 75.4, the provisions of clause 74 (Maternity Leave) 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.
- 75.3 The granting of leave under this clause is subject to the teacher providing CIT with appropriate evidence concerning the reasons for and circumstances under which the leave application is made, which may include, where relevant:
- 75.3.1 a medical certificate relating to the expected date of birth of a child;
- 75.3.2 documents from an adoption authority concerning the proposed adoption of a child;
- 75.3.3 documents relating to court orders granting parental responsibility of a foster child, until the child reaches the age of 18 years;
- 75.3.4 details of leave being taken by the teacher's domestic partner.
- 75.4 For the purposes of this clause a newborn is considered to be a baby of up to 18 weeks old. In extenuating circumstances, the Chief Executive may approve paid primary care giver leave when a newborn is more than 18 weeks old. For an adopted or fostered child, primary care giver leave may commence from the date the teacher assumes responsibility for the child but not after 18 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 for leave to be approved.

- 75.5 The total combined entitlement under this clause and clause 74 (Maternity Leave) 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.
- 75.6 This clause is subject to the requirements of Section 173 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.
- 75.7 Entitlements under this clause do not extend the maximum period of parental leave available to the teacher.

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76. Paid Bonding Leave

- 76.1 A teacher, other than a casual teacher, 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.
- 76.2 Where a teacher'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.
- 76.3 If a teacher, other than a casual teacher, 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 teacher may access paid bonding leave.

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77. Unpaid Parental Leave

- 77.1 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 75.2. This will include any period of paid or unpaid maternity leave.
- 77.2 Parental leave is without pay and does not count as service.
- 77.3 Unpaid parental leave is available to either parent if they are both teachers but cannot be taken concurrently.
- 77.4 A maximum of four years unpaid parental leave may be granted for the first child or until the child reaches school age.
- 77.5 A further three years in total may be granted for any subsequent children.
- 77.6 Any entitlement remaining from the first child cannot be added to the entitlement for subsequent children.
- 77.7 The maximum leave available under this provision is seven years.
- 77.8 Where an application for unpaid parental leave expires on the day before the commencement of Christmas shutdown then the shutdown period will be deemed a part of the unpaid parental leave period.
- 77.9 Following advice from CIT a teacher may be unattached when leave extends beyond 12 months.

77.10 In addition to the provisions as set out in clause 75 (Paid Primary Care Giver Leave) and clause 74 (Maternity Leave), teachers are entitled to unpaid parental leave.

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

Use of Other Forms of Leave While on Unpaid parental Leave

77.12 A teacher on unpaid parental leave may access annual leave and long service leave on full or half pay.

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78. Study Leave

78.1 The Study Leave provisions which are contained in the *Public Sector Management Act 1994*, *Public Sector Management Standards* and the CIT Studies Assistance Policy, as varied from time to time, will continue to apply, unless other arrangements are agreed between CIT and the AEU.

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79. Community Service Leave

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

Purpose

79.2 A teacher may, subject to approval, access community service leave to engage in eligible community service activity.

79.3 Eligible community service activity includes:

79.3.1 jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or Territory; or

79.3.2 a voluntary emergency management activity; or

79.3.3 other voluntary community service 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".

79.4 Community service leave does not cover defence service for which there is a separate provision.

Eligibility

79.5 Clause 79 (Community Service Leave) applies to teachers under the *Public Sector Management Act (1994)*, other than casual teachers.

Entitlement

Jury Service

79.6 While the grant of jury service is deemed to be approved a teacher is required to submit a leave form for the period of leave.

79.7 Leave granted under subclause 79.6 is paid at the teacher's usual salary. If the teacher is paid jury fees, this amount must be deducted from the teacher's salary less reasonable out-of-pocket expenses.

Voluntary Emergency Management

- 79.8 The Chief Executive may grant leave with pay of up to four days per emergency to a teacher who is a member of the State or Territory emergency service, fire-fighting service, search and rescue unit or other volunteer service performing similar functions, to enable the teacher to fulfill an obligation in the event of a civil emergency.
- 79.9 Leave granted under subclause 79.8 is paid at the teacher's usual salary.
- 79.10 Additional paid leave may be approved by the Chief Executive for any volunteer duties required to be performed by a teacher who is a member of a State or Territory Emergency Service.

Voluntary Community Service

- 79.11 The Chief Executive may grant leave with pay of up to three days in any 12 month period to a teacher to engage in a voluntary community service activity.
- 79.12 Leave granted under subclause 79.11 is paid at the teacher's normal rate of pay.
- 79.13 Additional unpaid leave may be approved by the Chief Executive subject to the operational requirements of the workplace.
- 79.14 Leave granted under this provision may be taken in combination with approved annual or long service leave.
- 79.15 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.
- 79.16 In considering an application from a teacher for leave to engage in a voluntary community service activity, the delegate must consider whether:
- 79.16.1 the activity is a voluntary activity that complies with the Chief Minister's Department "Guidelines for granting of Leave to ACT Public Servants who apply to do Volunteering Work" and
 - 79.16.2 the community organisation or project is an acceptable organisation or project; and
 - 79.16.3 there is a risk the activity could place the teacher in a real or perceived conflict of interest.
- 79.17 Any voluntary community service activity must not:
- 79.17.1 involve any payment in cash or kind for the duties performed by the teacher;
 - 79.17.2 replace work ordinarily undertaken by a paid worker;
 - 79.17.3 be undertaken solely for direct personal benefit of the teacher;
 - 79.17.4 be work which does not have a community focus;
 - 79.17.5 place the teacher in a conflict of interest situation;
 - 79.17.6 be primarily focussed on promoting particular religious or political views.
- 79.18 The chief Executive will only refuse a teacher'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 teacher, provide the reasons for that decision to the teacher in writing. Where a request is not approved the Chief Executive will consult with

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the teacher to determine mutually convenient alternative arrangements, including the application of flexible work arrangements.

Notice

- 79.19 The teacher must give CIT notice of the absence as a soon as practicable, including the period, or expected period of the absence.

Evidence

- 79.20 The teacher must, if requested by CIT, provide sufficient documentary evidence of the reason for the absence.

Effect on Other Entitlements

- 79.21 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.

§

80. Grandparental Leave

Purpose

- 80.1 Grandparental leave is available to eligible teachers to enable them to undertake a primary care giving role to their grandchild during normal business hours.

Eligibility

- 80.2 This clause applies to teachers, other than casual or probationary teachers.
- 80.3 The Chief Executive should not approve an application for grandparental leave where a teacher has an annual leave balance in excess of eight weeks.

Entitlement

- 80.4 The Chief executive may, on application, grant an eligible teacher unpaid leave up to a maximum of 52 weeks which may be taken over a period not exceeding three years.
- 80.5 If both grandparents are employees of the ACTPS, either grandparent may be granted unpaid leave, but the leave may not be taken concurrently.
- 80.6 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.
- 80.7 The leave is available up until the grandchild's third birthday.
- 80.8 The Chief Executive will only refuse a teacher'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 teacher to determine mutually convenient alternative arrangements.

Evidence

- 80.9 The granting of leave under this clause is subject to the teacher providing the delegate with appropriate evidence concerning the reasons for and circumstances under which the leave application is made, which may include, where relevant:

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- 80.9.1 A statutory declaration or medical certificate relating to the birth or expected date of birth of the grandchild;
- 80.9.2 An adoption certificate or letter confirming the adoption or authorised care situation.

Access to Other Leave Entitlements

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

Effect on Other Entitlements

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

Unattachment

- 80.13 During a teacher's absence on grandparental leave, the Chief executive may, with the teacher's written consent, declare the teacher unattached.

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81. Deferred Salary Scheme

- 81.1 A teacher may elect to receive over a four-year period, 80% of the salary they would otherwise be entitled to receive. On completion of the fourth year, the teacher will be entitled to 12 months' leave and receive an entitlement equivalent to 80% of salary.
- 81.2 Where a teacher completes the required years of deferred salary service and is not required to attend duty in the following year, their period of non-attendance will not constitute a break in service and will count as service for all purposes of accruing entitlements.
- 81.3 A teacher may withdraw from this arrangement prior to completing the required period outlined in subclause 81.1 by written notice to their Centre Director and Shared Services. The teacher will receive a lump sum payment of salary foregone to that time but will not be entitled to equivalent absence from duty.

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82. Staff Organisation Leave

- 82.1 Subject to this clause, and upon application by a CIT teacher, CIT may grant leave to the teacher to hold a full-time office in a:
 - 82.1.1 staff organisation;
 - 82.1.2 council of staff organisations; or
 - 82.1.3 credit union, co-operative society, building co-operative or similar body.
- 82.2 To be eligible for leave to hold a non-elected office under this clause, the teacher 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 4 years.

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- 82.3 CIT may grant leave under paragraph 82.1.3 only if the body referred to in paragraph 82.1.3:
- 82.3.1 is incorporated; and
 - 82.3.2 is conducted by, or on behalf of, a staff organisation for the benefit of:
 - 82.3.2.1 the members of the staff organisation; or
 - 82.3.2.2 all persons employed in the ACTPS.
- 82.4 Subject to subclause 82.5, leave granted under this clause counts as service only for the purposes of:
- 82.4.1 accruing sick leave; and
 - 82.4.2 calculating the period of service for Part 7 (long service leave) of the PSMA.
- 82.5 If CIT grants leave under paragraph 82.1.1 for the teacher to take up an honorary office:
- 82.5.1 the first 2 months of such leave in each calendar year counts as service for all purposes; and
 - 82.5.2 leave in excess of 2 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 clause 172 (1) of the PSMA.
- 82.6 The maximum period of leave a teacher is entitled to under this clause is:
- 82.6.1 the period for which the teacher is elected to office; or
 - 82.6.2 in the case of a non-elected office, 3 years.

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83. Other Leave

- 83.1 Other leave may be approved by the Chief Executive, with or without pay, depending on the purpose of the leave.
- 83.2 Other leave provisions are set out in Annex B to this Agreement.
- 83.3 Provisions for ceremonial leave and organisational leave for Aboriginal and Torres Strait Islander teachers are contained Annex B.
- §**
- 83.4 The following provisions apply to all forms of Leave Without Pay (LWOP) (excepting Maternity Leave Without Pay and Unpaid Parental Leave):
- Ø**
- 83.4.1 LWOP is discretionary and may only be approved subject to the requirements of CIT;
 - 83.4.2 Written approval must be received prior to any LWOP being taken and approval should never be anticipated;
 - 83.4.3 LWOP will normally include periods covered by Christmas shutdown and paid non-attendance where such periods immediately succeed the period of LWOP;
 - 83.4.4 Teachers granted LWOP for a specific period may not return to duty before the expiration of that period, unless specific approval is given and such return is mutually agreed;

83.4.5 The approval of LWOP may be made conditional upon a teacher agreeing to become unattached. A teacher will not be unattached whilst on LWOP without his/her written consent.

83.5 Teachers wishing to engage in outside employment during periods of LWOP must obtain written permission prior to undertaking the outside employment.

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84. Public Holidays

84.1 In accordance with the *Holidays Act 1958*, teachers will be entitled to the following public holidays with pay:

84.1.1 1 January (New Year's Day) or, if that day falls on a Saturday or Sunday, the following Monday;

84.1.2 26 January (Australia Day) or, if that day falls on a Saturday or Sunday, the following Monday;

84.1.3 Canberra Day as declared by the ACT Legislative Assembly;

84.1.4 Good Friday and the following Saturday and Monday;

84.1.5 25 April (Anzac Day) or if that day falls on a Saturday or Sunday, the following Monday;

84.1.6 the second Monday in June (Queen's Birthday);

84.1.7 the first Monday in October (Labour Day);

84.1.8 Christmas Day or, if that day falls on a Saturday or Sunday, the following Monday;

84.1.9 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;

84.1.10 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

84.1.11 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.

84.2 Public holidays set out in subclause 84.1 may be substituted in accordance with the provisions of the *Holidays Act 1958*.

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84.3 Teachers employed on a casual basis, whose normal work is scheduled on the public holidays listed at subclause 84.1, are entitled to payment for teaching which would otherwise have been performed on those days.

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85. Christmas Shutdown

85.1 All temporary and permanent teachers (not casuals) will observe a two-week Christmas shutdown period as advised in the CIT Teaching Calendar.

- 85.2 Payment for Christmas shutdown will normally be at full pay unless the teacher is on leave immediately before and after the shutdown period in which case the following will occur:
- 85.2.1 Where a teacher is on annual leave or personal leave at full pay, payment for the shutdown will be at full pay, with no deduction of personal or annual leave credits.
- 85.2.2 Where a teacher is on annual or personal leave at half pay, payment for shutdown will be at full pay with no deduction of personal or annual leave credits.
- 85.2.3 Where a teacher is on other forms of leave, payment for shutdown will be based on the rate of pay for which the leave has been approved e.g. full pay, half pay or without pay. Leave entitlements will be deducted for the shutdown period in these circumstances.
- 85.3 A teacher who is required to work normal duty during the shutdown period will access that time in lieu, at a mutually convenient time as negotiated with the teacher's supervisor/manager, but generally not later than the end of February.
- 85.4 In approaching teachers to work during the shutdown period supervisors/managers will endeavour to give teachers reasonable notice and have regard to the personal circumstances of teachers.

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PART V – PERFORMANCE CULTURE

Section M: Learning and Development

86. Purpose and Principle Objective

- 86.1 The purpose of performance management is to emphasise the relationship between corporate, team and individual responsibilities and performance and to align individual, team and organisational objectives and results.
- 86.2 The benefits and goals of performance management include:
- 86.2.1 the ability for teachers to develop a clear picture of the teachers' role and purpose within CIT;
- 86.2.2 establishment of improved communication between teachers, supervisors and managers; and
- 86.2.3 the skills and potential of teachers are able to be explored and developed.

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87. Commitment to a Performance Culture

- 87.1 CIT, its teachers and the AEU are committed to developing a performance culture that promotes an ethical working environment that is respected by supervisor/managers and

teachers. This commitment recognises and rewards teachers for the teachers' contribution towards the achievement of CIT's objectives but does not permit the inclusion of performance pay.

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88. Performance Management Schemes

- 88.1 If CIT, its teachers and the AEU identify issues of concern with the operation of any existing performance management scheme in CIT, CIT and the AEU will consult on these issues.
- 88.2 CIT, its teachers and the AEU will consult on any proposed changes to existing performance management schemes in CIT.
- 88.3 CIT, its teachers and the AEU will consult on the development of any new performance management schemes to apply in CIT.

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89. Reward and Recognition

- 89.1 CIT is committed to achieving an environment where teachers feel valued for the contribution the teachers make to achieving organisational goals. It is acknowledged that the most effective form of recognition is timely and appropriate feedback.
- 89.2 CIT will participate in the annual Commissioner for Public Administration Awards that have been developed to complement existing Agency-based reward and recognition schemes.
- 89.3 CIT, its teachers 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 CIT and the AEU.

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90. Professional Development Fund Committee

- 90.1 The Professional Development Fund Committee comprising representatives of the AEU and CIT will continue for the life of this Agreement.
- 90.2 The Professional Development Fund Committee will be responsible for the broad allocation of all funds within the Professional Development Fund as outlined in clause 91 (Professional Development Funding).

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91. Professional Development Funding

- 91.1 To support the enhancement of the professionalism of teachers, the Professional Development Fund will continue.
- 91.2 Funding of an amount equivalent to 1.0% of teachers' salaries excluding on-costs; and the Institute budget allocation for teacher professional development, will be provided on 1 July each year for the life of the Agreement.
- 91.3 It is acknowledged that CIT currently provides additional funding for professional development of all CIT teachers in line with Institute professional development priorities, and is committed to continue this support for professional development.
- 91.4 A teacher may receive financial support for professional development via the processes outlined in clause 92 (Individual Teacher Allocations), clause 93 (Strategic Initiatives

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Funds), clause 94 (Institute Fellowships for Teachers) and clause 95 (Institute Professional Development Initiatives) from:

91.4.1 individual teacher Professional Development allocations;

91.4.2 Centre strategic initiatives funds;

91.4.3 Institute professional development initiatives;

91.4.4 and Institute fellowships; or

91.4.5 discretionary Centre/team funds.

91.5 Funding for each of the Professional Development activities identified in clauses 92, 93, 94 and 95 will be administered via an allocation determined by the Professional Development Fund Committee drawing from the amount described in subclause 91.2.

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92. Individual Teacher Allocations

92.1 Funding for Individual Teacher Allocations will be via the process outlined in subclause 91.2.

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92.2 Individual Teacher Allocations for permanent, temporary and eligible casual teachers will be determined by the Professional Development Fund Committee.

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92.3 Allocations will be made to all current permanent and temporary teachers employed at the beginning of the third teaching week in Term 1 each year (excluding those teachers on LWOP for more than 6 months). Casual teachers who are working at this time, and who have achieved an average casual load of eight hours per week (or as varied by agreement from time to time) in the preceding year, will also be made an allocation. If a casual staff member has any period of permanent or contract teaching in the previous year, that service will count towards their eligibility.

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92.4 These individual allocations will be advised to Centres and held by Centres on the teachers' behalf.

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92.5 No other individual allocations will be made during the year. Centres will make their own provisions for new permanent or temporary teachers employed after the third teaching week in Term 1.

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92.6 Teachers may access their allocated funds on application to their Education Manager or supervisor for professional development activities agreed in their Professional Development Plans. The Education Manager or supervisor will approve expenditure with the relevant Centre Director or Executive Director overseeing the nature and volume of expenditure, at a Centre level.

92.7 Individual allocations can be saved or spent, or can be assigned by agreement between the teacher and the Centre, to a designated departmental Professional Development initiative. Individual allocations cannot be anticipated.

92.8 On 30 November each year, a census of individual professional development funds will take place. At that point, the accumulated value of professional development funds for permanent or temporary teachers will be reduced to a maximum of the dollar value of two years' permanent teacher allocation. Professional development funds for a casual teacher will be reduced to a maximum of the dollar value of two years' casual teacher allocation. Thus teachers will effectively have two years and ten months in which to utilise each year's allocated funds.

- 92.9 The sum of any excess funds, plus the sum of the unspent terminated staff's allocations, will be rolled into the Centre strategic initiatives fund pool the following year or as determined by the Professional Development Fund Committee.
- 92.10 The Professional Development Fund Committee will meet 6 monthly, or as required, to review utilisation of teacher Professional Development funds, to facilitate the operation of these clauses and to provide associated policy advice taking into account the application of all other teacher professional development funding. A summary of Individual Teacher Allocations is at Annex F.

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- 92.10.1 The Professional Development Fund Committee will regularly review and keep up to date Annexes E – I during the term of this agreement.

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93. Strategic Initiatives Funds

- 93.1 Funding for Strategic Initiatives Funds will be via the process outlined in subclause 91.2.
- 93.2 Strategic Initiatives Funds are allocated to Centres for expenditure on professional development strategic initiatives. Application for strategic initiatives funds will be via a process developed and agreed by the Professional Development Fund Committee and made known to teachers within each Centre. Expenditure of the funds is to be transparent and reported each semester to Centre staff. This report is to include the amount of funds expended, the nature of the professional development funded, and the balance remaining in the Strategic Initiatives Funds. Each Centre will also report this same information annually to the Professional Development Fund Committee.
- 93.3 A summary of Strategic Initiatives Funds is at Annex G.

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- 93.3.1 The Professional Development Fund Committee will regularly review and keep up to date Annexes E – I during the term of this agreement.

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94. Institute Fellowship for Teachers

- 94.1 Funding for Institute Fellowships for Teachers will be via the process outlined in subclause 91.2.
- 94.2 In April and October each year, the Institute will call for applications for Institute Fellowships for teachers for the following semester. Applications will be considered by the Professional Development Fund Committee. This committee will recommend to the Chief Executive which Fellowship applications are to be funded, and the amount of that funding. The Committee will also receive reports on the return on the investment made/acquittal of funds.
- 94.3 Fellowships may be awarded for progress towards additional qualifications, research or key project work consistent with Institute priorities.
- 94.4 A summary of the Institute Fellowships for Teachers process is at Annex H.

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- 94.4.1 The Professional Development Fund Committee will regularly review and keep up to date Annexes E – I during the term of this agreement

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95. Institute Professional Development Initiatives

- 95.1 Funding for Institute Professional Development Initiatives will be via the process outlined in subclause 91.2.

- 95.2 In April and October each year, the Institute will call for applications for Institute Professional Development Initiatives for the following semester.
- 95.3 Initiatives Fund applications may be made by a Centre, team, unit, network or other staff group to pursue professional development activities consistent with Institute priorities.
- 95.4 Applications will be considered by the Professional Development Fund Committee. This committee will recommend to the Chief Executive which Institute Professional Development applications are to be funded, and the amount of that funding. The Committee will also receive reports on the return on the investment made/acquittal of funds.
- 95.5 Successful applications will be allocated a project fund code, with expenses being verified by the relevant Centre Director/Executive Director. The successful applicant/s must acquit the funds and report back to the Professional Development Fund Committee on the product and benefits of the initiative.
- 95.6 A summary of Institute Professional Development Initiatives is at Annex I.

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- 95.6.1 The Professional Development Fund Committee will regularly review and keep up to date Annexes E – I during the term of this agreement

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96. Professional Development Priorities

- 96.1 The Chief Executive will identify CIT-wide professional development priorities for the coming calendar year. In developing the CIT's professional development priorities, the Chief Executive will consider a broad range of information including from the Institute Strategic Plan, the Planning and Funding Agreement, the Centre Business Plans, the Professional Development Network, the Professional Development Fund Committee, the Institute Guide to Learning and Development, staff networks, and ACTPS priorities.
- 96.2 At the Centre level, the business planning process will identify key Centre/department staffing and skill requirements.
- 96.3 Individual Professional Development Plans will be prepared taking into account subclauses 96.1, 96.2 and the teacher's individual, discipline-specific development needs. The process for identifying professional development priorities is at Annex E.

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- 96.3.1 The Professional Development Fund Committee will regularly review and keep up to date Annexes E – I during the term of this agreement

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97. Reduction in Teaching Load for Professional Development

- 97.1 Teachers are required to complete up to 36 hours professional development per year.
- 97.2 Teachers may access a reduction to teaching load of up to 36 teaching hours per year for professional development activities, provided that evidence is provided of completion of professional development requirements agreed as part of the Professional Development Plan.
- 97.3 Centre Directors may exercise discretion to provide appropriate resources for completion of such training, bearing in mind the need to maintain appropriate work-life balance.

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98. Teacher Training

- 98.1 The provision of teacher training will be offered within the Institute.
- ##
- 98.2 There will be a provision of 250 hours reduction in teaching load for the attainment of an appropriate teaching qualification acceptable to CIT. However this reduction:
- 98.2.1 incorporates the annual 36 hour reduction in teaching load for professional development purposes (clause 97 [Reduction in Teaching Load for Professional Development] refers); and
- 98.2.2 will be lessened, if necessary, to match the number of completed nominal hours in which the teacher is enrolled.
- Ø
- 98.3 The hours reduction will be financed and administered centrally by Central Support Centre. Funds equivalent, up to the maximum reduction of 250 hours, will be distributed to Centres on approval of agreed studies to be undertaken. If a teacher completes less than the agreed nominal hours funded then the Centre will reimburse the difference.
- 98.4 This provision of 250 hours will be extended to all permanent teachers and all temporary teachers who are employed on contracts of 3 years or longer, who have not attained the minimum teaching qualifications as outlined in the AQTF standards. These temporary teachers may access the provision of up to 250 hours at any time within their contract period.
- 98.5 In the case of teachers employed on temporary contracts of less than 3 years, the provision will be determined by the relevant Centre Director in consultation with the Education Manager and the teacher. If the temporary teacher is made permanent, the teacher will be entitled to the balance up to 250 hours required to complete teacher training as defined in subclause 98.2.
- 98.6 Casual teachers who are currently teaching and who have a casual work pattern equal to or exceeding an average of eight hours per week for the preceding four semesters and who have completed a Performance Management Plan for the current year will be able to access these programs free of charge.

##

99. Attendance at Industrial Courses

- 99.1 For the purpose of allowing CIT teachers to understand their rights and entitlements under this Agreement, CIT will, upon application by a teacher, grant leave to the teacher to attend short training courses on the following conditions:
- 99.1.1 that operating requirements permit the grant of leave;
- 99.1.2 that the scope, content and level of the course is such as to contribute to a better understanding of industrial relations;
- 99.1.3 leave granted under this clause will be with full pay, not including penalty payments or overtime; and
- 99.1.4 each teacher may be granted up to a maximum of 15 days leave under this clause in each calendar year.
- 99.2 If a teacher applied for leave under subclause 99.1 and CIT rejected the application because of operational requirements, CIT will not unreasonably withhold approval of any subsequent leave for the teacher under subclause 99.1, provided that the teacher gives his or her manager or supervisor at least 14 days notice in advance.

99.3 CIT will accept any short course conducted or accredited by a relevant employee organisation (for example, the AEU, Australian Council of Trade Unions or the ACT Trades and Labour Council) as a course to which subclause 99.1 applies.

99.4 Leave granted under this clause will count as service for all purposes

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100. Staff Access to CIT Courses

100.1 Teachers will have access to vacant places on CIT courses, relevant to their field, subject to CIT policy.

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Section N: Managing Under-Performance

101. General Principles

101.1. These procedures do not apply to

101.1.1. Temporary teachers, except that clause 102 (Initial Concerns About Professional Performance) will apply to any short-term and long-term temporary teacher;

101.1.2. Casual teachers; or

101.1.3. Permanent teachers on probation.

101.2. 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 Public Sector Management Act 1994* and any inefficiency procedures contained in the *Public Sector Management Standards*.

101.3. Under this Section, procedures are established for managing under-performance by a teacher. The objectives of these procedures are to provide advice and support to a teacher whose professional performance is below the required standard and to provide a fair, prompt and transparent framework for action to be taken where a teacher continues to perform below the required standard.

101.4. 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.

101.5. In order to ensure that these procedures operate in a fair and transparent manner, the manager will be responsible for making written records of all relevant discussions under these procedures. The teacher will be asked to sign the record and will be given the opportunity to comment on any such records.

101.6. This Section sets out the manner in which decisions and actions taken in relation to the management of under-performing teachers may be reviewed. These procedures will apply to the exclusion of the rights of appeal and review under Part XI of the *Public Sector Management Act 1994* and the internal review procedures (Section Q) of this Agreement.

- 101.7. These procedures are not to be used where the teacher has failed to meet their general obligations as a public employee (Section 9 of the *ACT Public Sector Management Act 1994*). For example if the teacher has: failed to treat members of the public and other public employees with courtesy; harassed a member of the public or another public employee, or failed to comply with any lawful and reasonable direction given by a person having authority to give the direction. In these cases disciplinary action under Section O should be considered.

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102. Initial Concerns About Professional Performance

- 102.1. Consistent with good management practice, and using the Performance Management Planning process, initial concerns about unsatisfactory professional performance should be raised by the manager with the teacher at the time they arise, and the outcomes recorded.
- 102.2. The manager should offer advice and support to the teacher to overcome these concerns. The manager should also inform the teacher that the following procedures might be invoked if the work performance continues to be unsatisfactory.

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103. Professional Improvement Process

- 103.1. Where a teacher does not meet and/or sustain the level of professional performance required under the Performance Management Plan and the Professional Teaching Standards, the manager may discuss with the Centre Director the need to initiate a Professional Improvement Plan.
- 103.2. Any apparent personal or medical concerns that may be contributing to the teacher's unsatisfactory performance must be taken into consideration when determining if a Performance Improvement Process is appropriate.
- 103.3. The aim of the Professional Improvement Plan is to support the teacher to improve and sustain his/her professional performance through solutions-focused professional development, mentoring and performance feedback.
- 103.4. A Professional Improvement Plan may be initiated at any time after a Performance Management Plan is established. The contents of the Professional Improvement Plan are to be negotiated between the teacher, his or her manager and the Centre Director in line with the Professional Teaching Standards and work area requirements. The Professional Improvement Plan must identify the areas for improvement, the nature of the improvement required, strategies to address the issues, and the benchmark for success.
- 103.5. The teacher will be informed that he or she has the right to have a support person present during any or all Professional Improvement Plan meetings. The support person may be a union representative, friend or colleague.
- 103.6. The teacher may also be assisted by a professional mentor. The mentor will be drawn from a list comprising teachers who have undergone appropriate training. From time to time the Chief Executive or Delegate will call for nominations from teachers to be included in the list of potential teacher nominees. Training will be provided to teachers on this list. Mentors will be at or above AST level and will have undergone mentoring training.
- 103.7. The Centre Director will notify the Centre for Organisational Capability who will inform the AEU when a Professional Improvement Plan is established, indicating the team but not the name of the teacher.

- 103.8. The Professional Improvement Plan will normally be in place for three months but may be extended to six months in exceptional circumstances.
- 103.9. During the Professional Improvement Plan, performance feedback interviews will be conducted at least at fortnightly intervals (approximately).
- 103.10. Should the teacher meet and sustain the required standard of professional performance at any time through the process, the supervisor and Centre Director may decide to cease the Professional Improvement Plan.
- 103.11. If an appropriate level of improvement in professional performance is apparent after three months but the required level of professional performance has not yet been reached, the Professional Improvement Plan may be extended by the Centre Director up to a total of six months.
- 103.12. At the completion of the three month period (or six month period if an extension is made) if not earlier, the Centre Director will either
- 103.12.1. confirm that the teacher meets the required standard of professional performance and cease the Professional Improvement Plan. The Performance Management Process will then be resumed; or
 - 103.12.2. recommend to the Executive Director, Corporate Governance and Organisational Capability, that the teacher undergoes an Inefficiency Process.
- 103.13. A teacher's increment will be deferred whilst the Professional Improvement Plan is in progress. Where the teacher is found to meet the required standard of professional performance, the increment date will be reinstated and a salary back payment made if necessary.
- 103.14. Should the teacher refuse to participate in the Professional Improvement Process or refuse to undertake agreed professional development activity, discipline action will be initiated.
- 103.15. The Centre Director will retain, and store confidentially, all information regarding the Professional Improvement Process for a period of two years.

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104. Inefficiency Process

- 104.1. Where a Centre Director considers that a teacher's professional performance is not satisfactory and that the Professional Improvement Process has not resulted in sustained, improved performance, the Centre Director will recommend to the Executive Director, Corporate Governance and Organisational Capability that the teacher undergo an inefficiency process. The Centre Director will inform the teacher of this recommendation and the reasons for it.
- 104.2. The Executive Director, Corporate Governance and Organisational Capability will initiate formation of an Inefficiency Assessment Panel comprising the Centre Director, manager and a teacher nominee.
- 104.3. The teacher nominee will be at or above the teacher's classification and will be drawn from a list comprising teachers who have undergone appropriate training. From time to time the Chief Executive or Delegate will call for nominations from teachers to be included in the list of potential teacher nominees.

- 104.4. The role of the panel is to provide direction and performance feedback to the teacher and to assess the teacher's professional performance against the Professional Teaching Standards.
- 104.5. The Inefficiency Process will be conducted for ten weeks.
- 104.6. During the Inefficiency Process, annual leave, long service leave and/or leave without pay in excess of two weeks (individually or in combination) during the normal teacher attendance period will not normally be granted.
- 104.7. The teacher's increment date will be deferred by the period of the Inefficiency Process.
- 104.8. The teacher will be invited to have a support person present at all formal meetings regarding the Inefficiency Process where the teacher is present. The teacher may elect to be supported in the workplace by a professional mentor.
- 104.9. CIT will ensure there are adequate resources to support the operation of the assessment panel and/or the role of the professional mentor.
- 104.10. The teacher may elect to retire on the grounds of inefficiency at any stage during the Inefficiency Process.

Step One: Action Plan

- 104.11. The Inefficiency Assessment Panel must, in consultation with the teacher, prepare an action plan, in line with the Teacher Professional Standards and work area's requirements, designed to improve the work performance of the teacher.
- 104.12. The action plan will:
 - 104.12.1. identify the expected professional work standards required of the teacher on an ongoing basis;
 - 104.12.2. develop training and development strategies that the teacher should undertake;
 - 104.12.3. outline the potential implications if the teacher does not meet the expected standard; and
 - 104.12.4. specify an assessment process.

Step Two: Regular Assessment

- 104.13. During the action plan period, the Panel will make at least fortnightly written assessments of the teacher's professional performance under the action plan. The teacher will be given an opportunity to provide written comments on these assessments.

Step Three: Final Assessment/Report

- 104.14. If, at the end of the action plan period, the Panel assesses the work performance of the teacher as satisfactory, the Panel will recommend to the Executive Director, Corporate Governance and Organisational Capability that no further action will be taken under these procedures.
- 104.15. If, at the end of the action plan period, the Inefficiency Assessment Panel assesses the work performance of the teacher as not satisfactory the Panel will provide an

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assessment report to the Executive Director, Corporate Governance and Organisational Capability or delegate.

- 104.16. Documentation in relation to this process will be retained in accordance with ACT Public Sector Record Keeping Policy.

Step Four: Under-Performance Action

- 104.17. Within 14 days of receiving the Panel's recommendation, the Delegate will advise the teacher in writing:

- 104.17.1. of the assessment and reasons for the manager's assessment;
- 104.17.2. of the action or actions (under-performance action) proposed to be taken;
- 104.17.3. that the teacher is invited to respond in writing within seven days to show cause why the action proposed should not proceed; and
- 104.17.4. explaining the appeal mechanisms available under the Agreement.

- 104.18. One of the following actions is available under these procedures:

- 104.18.1. no further action will be taken under these procedures;
- 104.18.2. transfer to other duties (at or below current salary);
- 104.18.3. reduction in incremental point;
- 104.18.4. temporary or permanent reduction in classification/salary; or
- 104.18.5. termination of employment.

- 104.19. At any time after seven days from the date the Delegate informed the teacher under subclause 104.17, 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 subclause 104.18. The Delegate will inform the teacher in writing of this decision.

Appeal Rights

- 104.20. The teacher has the right under Section R – Appeal Mechanism to appeal any action taken under this section, except action to terminate the teacher's employment. The teacher has the right to bring an action under Chapter 3 Part 3-2 or Chapter 6 part 6-4 of the *Fair Work Act 2009* in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

##

Section O: Misconduct and Discipline

105. Objectives and Application

- 105.1 This Section establishes procedures for managing misconduct or alleged misconduct by a teacher.

- 105.2 This Section does not apply to permanent teachers on probation, casual teachers, short-term temporary teachers, or long-term temporary teachers who have been engaged for a continuous unbroken period of less than two years.
- 105.3 The objective of these procedures is to encourage the practical and expeditious resolution of misconduct issues in the workplace.
- 105.4 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.
- 105.5 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 ACT Public Sector Management Standards, except where any of these provisions are specifically provided for in this Section.

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106. Allegations of Misconduct

- 106.1 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 108 (Investigation). The teacher will be informed of the allegations unless the manager/supervisor considers it inappropriate to do so.
- 106.2 For purposes of this Section, misconduct consists of any of the following:
 - 106.2.1 the teacher fails to meet the obligations set out in Part 9 of the PSM Act (this may include bullying and harassment or discrimination);
 - 106.2.2 the teacher engages in conduct that has, or is likely to, bring CIT or ACTPS into disrepute;
 - 106.2.3 the teacher returns to duty after a period of unauthorised absence and does not offer a satisfactory reason on return to work;
 - 106.2.4 the teacher is convicted of a criminal offence or where a court finds that a teacher has committed an offence but a conviction is not recorded, taking into account the circumstances and seriousness of the offence, the duties of the teacher and the interests of the ACTPS and/or of CIT;
 - 106.2.5 the teacher fails to notify CIT of criminal charges in accordance with clause 112 (Criminal Charges).
- 106.3 In cases where serious misconduct is alleged, the Chief Executive may inform the teacher and may immediately transfer the teacher to other duties, re-allocate duties away from the teacher or suspend the teacher in accordance with clause 111 (Suspension) while the alleged misconduct is investigated.
- 106.4 In deciding whether misconduct is or might be serious misconduct for the purposes of subclause 106.3, the Chief Executive will have regard to the kinds of conduct described as 'serious misconduct' in Regulation 1.07 of the Fair Work Regulations.

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107. Determination of Misconduct Allegations

- 107.1 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 teacher/s concerned that no discipline action will be taken and an investigation is not necessary.

- 107.2 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 teacher as soon as possible. The discussion will set out clear expectations of future behaviour. The manager/supervisor will retain a record of the discussion e.g. diary entry. The manager /supervisor may also choose to organise mediation between relevant persons.
- 107.3 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 108 (Investigation).

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108. Investigation

- 108.1 Upon becoming aware of possible instances of misconduct that cannot be addressed at clause 107 (Determination of Misconduct Allegations), the Chief Executive will:
- 108.1.1 inform the teacher in writing of the nature of the alleged misconduct and the possible implications of the misconduct including the discipline actions available; and
 - 108.1.2 give the teacher a reasonable opportunity to respond to allegations, in writing and/or at a scheduled interview, before forming a conclusion; and
 - 108.1.3 provide the teacher with at least 24 hours written notice prior to conducting an interview; and
 - 108.1.4 advise the teacher that the teacher may have a teacher representative, present during the interview to support the teacher and will allow reasonable opportunity for this to be arranged; and
 - 108.1.5 provide a record of the interview to the teacher to correct any inaccuracies and provide comments before signing the record. If the teacher elects not to sign the record, then details of the offer will be noted.
- 108.2 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.
- 108.3 The Chief Executive will make a determination on the balance of probabilities as to whether misconduct has occurred.
- 108.4 If the Chief Executive determines that the allegations are unsubstantiated the Chief Executive will notify the teacher of this finding in writing and advise that no discipline action will be taken under these procedures.
- 108.5 Subject to subclause 105.4, in cases where serious misconduct is found to have occurred, the Chief Executive may immediately terminate the teacher's employment without giving the teacher five working days within which to respond to the proposed discipline action under paragraph 109.3.4.

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109. Discipline Action

- 109.1 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 teacher:
- 109.1.1 counselling of the teacher;

- 109.1.2 a written admonishment;
 - 109.1.3 a first or final written warning;
 - 109.1.4 a financial penalty;
 - 109.1.5 transfer to other duties (at or below current salary);
 - 109.1.6 deferral of Increment;
 - 109.1.7 reduction in incremental point;
 - 109.1.8 a temporary or permanent reduction in classification/salary;
 - 109.1.9 termination of employment.
- 109.2 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:
- 109.2.1 the nature and seriousness of the misconduct;
 - 109.2.2 the degree of relevance to the teacher's duties or to the reputation of CIT;
 - 109.2.3 the circumstances of the misconduct;
 - 109.2.4 any mitigating factors; and
 - 109.2.5 the previous employment history and the general conduct of the teacher.
- 109.3 Before taking discipline action, the Chief Executive will advise the teacher in writing of:
- 109.3.1 the decision as to whether the misconduct has been found to have occurred; and
 - 109.3.2 the reasons for arriving at this decision; and
 - 109.3.3 the discipline action(s) proposed; and
 - 109.3.4 the period during which the teacher has to respond to the proposed discipline action (a minimum of five working days); and
 - 109.3.5 the appeal mechanisms that are available under this Agreement.
- 109.4 After considering the teacher's response to the proposed action, or if the teacher has not responded at any time after the period outlined in paragraph 109.3.4 has lapsed, the Chief Executive may take disciplinary action. The Chief Executive will inform the teacher in writing of:
- 109.4.1 the final decision regarding discipline action to be taken; and
 - 109.4.2 the date of effect and/or, if relevant, the cessation of the action; and
 - 109.4.3 the appeal mechanisms that are available under this Agreement.

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110. Counselling

- 110.1 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 teacher's conduct needs to change or improve and the time frames within which these changes or improvements must occur.

- 110.2 A record will be made and provided to the teacher and the teacher given an opportunity to correct any inaccuracies and provide comments before signing the record. If the teacher elects not to sign the record, then details of the offer will be clearly noted.
- 110.3 The manager/supervisor or the Chief Executive will invite the teacher to have a teacher representative present at the counselling and will allow reasonable opportunity for this to be arranged.
- 110.4 Where the manager/supervisor or the Chief Executive considers that the teacher's conduct has not improved following counselling given in accordance with subclause 110.1, one or more of the discipline actions set out in subclause 109.1 may be taken in relation to the teacher, subject the requirements of subclause 105.4.

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111. Suspension

- 111.1 Subject to these procedures, the Chief Executive may suspend a teacher 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 CIT that the teacher be suspended while the alleged misconduct is investigated.
- 111.2 The Chief Executive will not normally suspend a teacher without first informing the teacher of the reasons for the proposed suspension and giving the teacher the opportunity to be heard. However the Chief Executive may suspend a teacher first and then give the teacher the reasons for the suspension and an opportunity to be heard, where, in the Chief Executive's opinion, this is appropriate in the circumstances.
- 111.3 In circumstances where a teacher is suspended without pay:
 - 111.3.1 the suspension will not be for more than thirty days, unless exceptional circumstances apply;
 - 111.3.2 the teacher 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;
 - 111.3.3 in cases of demonstrated hardship, the teacher may access accrued long service leave and/or annual leave;
 - 111.3.4 the teacher may apply to the Chief Executive for the suspension to be with pay on the grounds of demonstrated hardship.
- 111.4 The suspension will be reviewed every thirty days unless exceptional circumstances apply.
- 111.5 A teacher suspended without pay and who is later acquitted of the criminal offence, or found not to have been guilty of the misconduct:
 - 111.5.1 is entitled to be repaid the amount by which the teacher's salary was reduced; and
 - 111.5.2 is entitled to be credited with any period of long service or annual leave that was taken.
- 111.6 Where a teacher 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.

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112. Criminal Charges

- 112.1 A teacher must advise the Chief Executive in writing of any criminal charges laid against the teacher where the teacher has reasonable grounds for believing that the interests of CIT or of the ACTPS may be adversely affected, taking into account:
- 112.1.1 the circumstances and seriousness of the alleged criminal offence; and
 - 112.1.2 the teacher's obligations under section 9 of the PSM Act; and
 - 112.1.3 the effective management of the teacher's work area; and
 - 112.1.4 the integrity and good reputation of the ACTPS and CIT; and
 - 112.1.5 the relevance of the offence to the teacher's duties.
- 112.2 Where criminal charges are laid against a teacher and the interests of CIT or of the ACTPS may be adversely affected, the Chief Executive may suspend the teacher in accordance with the suspension arrangements under clause 111 (Suspension).
- 112.3 If a teacher is convicted of a criminal offence, or a court finds that a teacher has committed such an offence but a conviction is not recorded, the teacher 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.
- 112.4 Where a teacher is convicted of a criminal offence, or a court finds that a teacher has committed such an offence but a conviction is not recorded, and the conviction or finding has adversely affected the interests of CIT or the ACTPS, the Chief Executive may take discipline action against the teacher in accordance with clause 109 (Discipline Action).

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113. Right of Appeal

- 113.1 A teacher has the right under Section R - Appeal Mechanism to appeal against any discipline action taken under this Section, and against any decision taken under this Section to suspend the teacher without pay, except action to terminate the teacher's employment.
- 113.2 A teacher 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 2009* in respect of any decision under this section to terminate the teacher's employment. This will be the sole right of review of such a decision.
- 113.3 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 Q of this Agreement.

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Section P: Consultation

114. Consultation

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- 114.1 CIT and the AEU are committed to effective consultation and teacher participation in decisions that affect a teacher's employment. This is essential to the successful management of change.
- 114.2 Where there are proposals by CIT to introduce major changes in the organisation or to existing work practices, CIT will consult with affected teachers.
- 114.3 For the purposes of this clause, teachers may choose to be represented by the AEU or any other representative.
- 114.4 CIT will provide relevant information to assist the teachers or the teachers' representative to understand the reasons for the proposed changes and the likely impact of these changes so that the teachers and their representatives are able to contribute to the decision making process.
- 114.5 For the purpose of providing effective consultation:
 - 114.5.1 adequate time will be provided to teachers or the teachers' representative to consult with CIT;
 - 114.5.2 CIT and the AEU agree to the establishment of a formal consultation process with membership to be agreed by CIT and the AEU following the commencement of this Agreement; and
 - 114.5.3 the establishment, where so agreed by CIT and the AEU of additional levels of consultation to operate at the local level to deal with workplace specific issues.

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- 114.6 Consideration of new initiatives, special projects, pilot programs etc affecting teachers must occur at Institute level and involve consultation between CIT, its teachers, 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 Institute priorities, resources, curriculum implications and work-life balance.

##

115. Dispute Avoidance/Settlement Procedures

- 115.1 The objective of these procedures is the prevention and resolution of disputes about:
 - 115.1.1 matters arising in the workplace, including disputes about the interpretation or implementation of the Agreement; and
 - 115.1.2 the National Employment Standards.
- 115.2 For the purposes of this term, except where the contrary intention appears, the term "parties" refers to 'parties to the dispute'.
- 115.3 CIT, its teachers and the AEU agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of disputes.
- 115.4 A teacher who is a party to the dispute may appoint a representative (who may be from the AEU) for the purposes of the procedures of this term.
- 115.5 In the event there is a dispute, the following processes will apply.
- 115.6 Where appropriate, the relevant teacher(s) or the teacher's 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.

- 115.7 In instances where the dispute remains unresolved, the next appropriate level of management and teacher(s) or the teacher representative(s) will be notified and a conference will be arranged and a course of action for resolution of the dispute will be discussed.
- 115.8 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia (FWA).
- 115.9 Fair Work Australia may deal with the dispute in 2 stages:
- 115.9.1 Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 115.9.2 if Fair Work Australia is unable to resolve the dispute at this first stage, Fair Work Australia may then:
- 115.9.2.1 arbitrate the dispute; and
- 115.9.2.2 make a determination that is binding on the parties.
- 115.10 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.
- 115.11 A person may be assisted and represented at any stage in the dispute process before Fair Work Australia on the same basis as applies to representation before Fair Work Australia under section 596 of the FW Act.
- 115.12 All persons involved in the proceedings under subclause 115.9 will participate in good faith.
- 115.13 Unless the parties to the dispute agree to the contrary, Fair Work Australia will, in responding to the matter, have regard to whether a party has applied the procedures under this term and acted in good faith.
- 115.14 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.
- 115.15 Despite the above, the parties may agree to submit the dispute to a body or person other than Fair Work Australia. Where the parties agree to submit the dispute to another body or person:
- 115.15.1 all of the above provisions apply, unless the parties agree otherwise; and
- 115.15.2 references to Fair Work Australia in the above provisions will be read as a reference to the agreed body or person;
- 115.15.3 all obligations and requirements on the parties and other relevant persons under the above provisions will be complied with; and
- 115.15.4 the agreed body or person must deal with the dispute in a manner that is consistent with section 740 of the FW Act.
- 115.16 While the parties are trying to resolve the dispute using procedures in this term:
- 115.16.1 a teacher 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

- 115.16.2 a teacher must comply with a direction given by CIT to perform other available work at the same workplace, or at another workplace, unless:
- 115.16.2.1 the work is not safe; or
 - 115.16.2.2 applicable occupational health and safety legislation would not permit the work to be performed; or
 - 115.16.2.3 the work is not appropriate for the teacher to perform; or
 - 115.16.2.4 there are other reasonable grounds for the teacher to refuse to comply with the direction.

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116. Freedom of Association

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

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117. Co-Operation and Facilities for AEU Representatives

- 117.1 For the purpose of ensuring that an AEU representative, who is a teacher of CIT, can effectively fulfill the teacher representative role under this Agreement, CIT and the AEU agree to the provisions in this clause.
- 117.2 Reasonable access to CIT 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 fulfill teacher representative obligations, duties and responsibilities having regard to CIT's statutory, operational requirements and resources.
- 117.3 In addition to the CIT facilities outlined in subclause 117.2, where available, an AEU representative who is a teacher at CIT will be able to establish designated Outlook public folders which will provide a collaborative electronic workspace to improve the flow of information.
- 117.4 The use of CIT facilities will be in accordance with published government policies and for matters other than for industrial action.
- 117.5 AEU representatives, who are teachers at CIT, will be provided with adequate paid time, as required by the responsibilities of the position, to undertake duties to represent teachers 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.

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118. Right of Existing and New Employees to Representation in the Workplace

- 118.1 CIT acknowledges the rights of its teachers to be represented and to meet with their representatives in the workplace. CIT recognises the legitimate right of the AEU to represent its teachers who are members, or eligible to become members of the AEU.
- 118.2 Part 3-4 of the *Fair Work Act 2009* prescribes the purpose and manner under which unions may exercise right of entry in the workplace. CIT will grant the AEU access in accordance with the *Fair Work Act 2009*.

- 118.3 In addition, CIT will:
- 118.3.1 allow AEU officials and its employees who are permit holders, to enter its workplace for normal union business or to represent teachers, to meet with management or members and to distribute or post material, provided that work is not disrupted;
 - 118.3.2 allow the AEU to meet with new CIT teachers who are members, or who are eligible to become members, of the AEU, at a time during normal working hours which the AEU and CIT agree upon, and of which CIT will advise the teachers;
 - 118.3.3 provide all new CIT employees with some form of induction program, including an induction package containing information about the AEU which the AEU has given CIT; and
 - 118.3.4 invite the AEU to attend any face to face induction of new CIT teachers, the details of which CIT will advise to the AEU contact 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 CIT teachers.
- 118.4 CIT and the AEU acknowledge that union membership is voluntary and that CIT will not treat its teachers differently in their employment because they are, or are not, union members.

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119. Work Organisation

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

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120. Occupational Health and Safety

- 120.1 CIT is committed to promoting, achieving and maintaining the highest levels of health and safety for all ACTPS employees.
- 120.2 CIT will take all reasonable steps and precautions to provide a healthy, safe and secure workplace for the teacher.
- 120.3 CIT and all teachers will act in a manner that is consistent with the *Work Safety Act 2008*.

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- 120.4 During the life of the agreement, CIT and the AEU agree to explore issues associated with Occupational Health and Safety Risk Assessment.

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121. Privatisation

- 121.1 In order to promote job security of teachers, privatisation of a government entity may only occur where:
- 121.1.1 the entity does not perform a role central to the functions of government; and
 - 121.1.2 disadvantaged groups would not be negatively affected by the privatisation; and
 - 121.1.3 a social impact statement has been completed which indicates that there is a demonstrated public benefit from the sale.
- 121.2 In the event that privatisation of CIT or a service or services currently supplied by CIT is under consideration, CIT, its teachers and the AEU will consult on the implications for teachers and CIT from these proposals.
- 121.3 Where such privatisation is under consideration, CIT 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 CIT and subject to consideration on equal terms to any other bid. An independent probity auditor will be appointed by CIT to oversee the assessment of the in-house bid.

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122. Consultation Regarding Superannuation Changes

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

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123. Consultation Regarding the Teaching Calendar

- 123.1 CIT agrees to consult with the AEU on the annual teaching calendar proposed for the following year prior to publication of the calendar.

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Section Q: Internal Review Procedures

124. Objectives and Application

- 124.1 Under this Section, procedures are established for teachers to seek a review of management actions that affect them.
- 124.2 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.
- 124.3 These procedures apply to all teachers covered by this Agreement.
- 124.4 The provisions of this Section will apply to the exclusion of the grievance and promotion/temporary performance appeal provisions contained in the PSM Act.
- 124.5 For the purposes of this Section, an action includes a decision and a refusal or failure to make a decision.

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125. Decisions and Actions Excluded

- 125.1 The following decisions and actions are excluded from the rights of a teacher to seek a review under these procedures set out in this Section (note this does not preclude the right to seek review under other processes):
- 125.1.1 actions regarding the policy, strategy, nature, scope, resourcing or direction of the ACTPS and agencies (see clause 114 [Consultation] of this Agreement for consultation on these actions);
 - 125.1.2 actions arising under Commonwealth or ACT legislation that concern domestic or international security matters;
 - 125.1.3 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*);
 - 125.1.4 actions regarding workers' compensation (see the *Work Safety Act 1988* for reviews and appeals);
 - 125.1.5 decisions to terminate the appointment of an officer on probation;
 - 125.1.6 decisions on classification of an office (see clause 41 [Classification/ Work Value Review] of this Agreement for reviews on classifications);
 - 125.1.7 actions arising from the discipline procedures of this Agreement (see subclause 129.2 of this Agreement for appeals on these decisions);
 - 125.1.8 actions arising from the under-performance procedures of this Agreement (see subclause 129.2 of this Agreement for appeals on these decisions);
 - 125.1.9 actions regarding the setting of rates of pay or conditions of employment under an award or agreement made under the *Fair Work Act 2009*, or under the PSM Act or Standards;
 - 125.1.10 decisions that another teacher perform the duties of a higher office for periods up to and including six months (see Division 5.6 of the PSM Act);
 - 125.1.11 decisions that another teacher perform the duties of a higher classification (with a salary less than that of a Teacher Band 2 or equivalent classification) for periods greater than six months if the vacancy was advertised (see subclause 129.2 of this Agreement for appeals on these decisions);
 - 125.1.12 decisions to promote or appoint a teacher or to engage a teacher on a temporary contract (see subclause 129.2 of this Agreement for appeals on promotion or appointment decisions);
 - 125.1.13 decisions to transfer or promote another teacher to an advertised vacancy where the officer or teacher was not an applicant (see Division 5.5 of the PSM Act);
 - 125.1.14 decisions to transfer a teacher within CIT (see section 83 of the PSM Act).
- 125.2 Teachers may seek a review under this Section of the processes leading to decisions under paragraphs 125.1.11, 125.1.12 and 125.1.14.

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126. Initiating a Review

- 126.1 A teacher, or the teacher's representative, has the right to apply for a review of any action or decision in relation to the teacher's employment, unless the action or decision is specifically excluded under this Section.
- 126.2 A teacher, or the teacher's representative, may initiate a review under this section by making an application to the Chief Executive that:
- 126.2.1 is in writing; and
 - 126.2.2 describes the reasons the application is being made; and
 - 126.2.3 describes the outcome sought.

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127. Chief Executive Powers and Responsibilities

- 127.1 Where appropriate, and agreed by the teacher who made the application under clause 126 (Initiating a Review), or the teacher's representative, the Chief Executive must consider mediation as an option before arranging for a full investigation under subclause 127.3. The mediator will be agreed between the teacher and the Chief Executive.
- 127.2 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 teacher and the Chief Executive.
- 127.3 Subject to subclauses 127.1 and 127.2, the Chief Executive must arrange for an application made under clause 126 (Initiating a Review) to be investigated by an independent person (the nominee) who may be:
- 127.3.1 a CIT teacher whose classification is Teacher Band 2 or equivalent or higher who was not involved in the original action and who is agreed by the teacher or the teacher's representative, such agreement not to be withheld unreasonably; or
 - 127.3.2 a person agreed by the AEU, nominated from a list approved by the Commissioner for Public Administration; or
 - 127.3.3 an officer whose classification is Senior Officer Grade C or equivalent or higher from another ACTPS Agency and who is agreed by the teacher or the teacher's representative, such agreement not to be withheld unreasonably.
- 127.4 The Chief Executive may determine the process under which an application is reviewed, subject to the principles set out in subclause 127.5.
- 127.5 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:
- 127.5.1 fully informing the teacher of all relevant issues and providing access to all relevant documents; and
 - 127.5.2 providing reasonable opportunity for the teacher to respond; and
 - 127.5.3 advising the teacher of the teacher's rights to representation.
- 127.6 The nominee may recommend to the Chief Executive that an application should not be considered on any of the following grounds:
- 127.6.1 the application concerns a decision or action that is excluded under subclause 125.1; or

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- 127.6.2 a period of twenty-eight days has elapsed since the teacher was advised of the decision except where extenuating circumstances exist; or
- 127.6.3 the teacher 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
- 127.6.4 the nominee believes on reasonable grounds that the application:
- 127.6.4.1 is frivolous or vexatious; or
 - 127.6.4.2 is misconceived or lacks substance; or
 - 127.6.4.3 should not be heard for some other compelling reason.
- 127.7 The Chief Executive must either confirm a recommendation made by the nominee under subclause 127.6 that an application should not be considered or arrange for another nominee to consider the application.
- 127.8 The Chief Executive will inform the teacher in writing, within fourteen days of the date of any decision under subclause 127.7, 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

- 127.9 If the nominee does not make a recommendation under subclause 127.6, then that person must investigate the application. The nominee will then, subject to subclause 127.14, 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.
- 127.10 Where the Chief Executive under subclause 127.7 refers an application for review to another nominee, that nominee must investigate the application. That nominee will then, subject to subclause 127.14, 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 to the applicant at the same time.
- 127.11 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.
- 127.12 The Chief Executive, after considering the report from the nominee and any response by the applicant to the report of the nominee, may:
- 127.12.1 confirm the original action;
 - 127.12.2 vary the original action; or
 - 127.12.3 take any other action the Chief Executive believes is reasonable.
- 127.13 The Chief Executive will inform the applicant in writing, within fourteen days, of any action under subclause 127.12, including the reasons for the action.

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

- 127.14 Where the subject of the application is an action of the Chief Executive, the written report of the nominee under subclause 127.9 or subclause 127.10 will be made to the Commissioner for Public Administration. A copy of this report will be provided to the applicant at the same time.

- 127.15 The Commissioner for Public Administration may, after considering the report from a nominee, recommend to the Chief Executive that:
- 127.15.1 the original action be confirmed; or
 - 127.15.2 the original action be varied; or
 - 127.15.3 other action be taken.
- 127.16 The Chief Executive, after considering the report from the Commissioner for Public Administration, may:
- 127.16.1 accept any or all of the report's recommendation(s) and take such action as necessary to implement the recommendation(s); or
 - 127.16.2 not accept the report's recommendation(s) and confirm the original action.
- 127.17 If the Chief Executive does not accept any one of the recommendation(s) of the Commissioner for Public Administration under subclause 127.15, the Chief Executive will:
- 127.17.1 provide written reasons to the Commissioner for Public Administration for not accepting the recommendation(s); and
 - 127.17.2 provide the applicant, within fourteen days, with written reasons for not accepting the recommendation(s).
- 127.18 If the Chief Executive does not accept any one of the recommendation(s) of the Commissioner for Public Administration under subclause 127.15, the Commissioner may report on this outcome in the Commissioner's State of the Service Report.

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128. Right of External Review

- 128.1 The teacher, or the teacher's representative, may seek a review of a decision of the Chief Executive under subclause 127.12 or subclause 127.16 by an external tribunal or body, including Fair Work Australia.
- 128.2 CIT, its teachers and the AEU agree that Fair Work Australia will be empowered to resolve the matter in accordance with the powers and functions set out in clause 115 (Dispute Avoidance/Settlement Procedures) of this Agreement. The decision of Fair Work Australia will bind CIT, its teachers and the AEU, subject to CIT or the AEU exercising a right of appeal against the decision to a Full Bench in accordance with appeal rights CIT and the AEU have under clause 115 (Dispute Avoidance/Settlement Procedures).

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Section R: Appeal Mechanism

129. Objective and Application

- 129.1 This Section sets out an appeal mechanism for a teacher where the teacher is not satisfied with the outcome of decisions described in the following clause.
- 129.2 This appeal mechanism will apply to:
- 129.2.1 decisions about promotion or temporary performance (for periods in excess of six months) affecting the teacher where the teacher was an applicant for the

- position, except decisions made on the unanimous recommendation of a joint selection committee;
- 129.2.2 decisions to take discipline action under Section O of this Agreement, except a decision to terminate the person's employment or a decision to suspend a teacher with pay;
- 129.2.3 decisions arising from under-performance action under Section N of this Agreement, except a decision to terminate the person's employment; and
- 129.2.4 decisions taken in relation to a teacher's eligibility for benefits under clauses 141 to 143, the amount of such benefits, the amount payable by way of income maintenance under clause 145 (Income Maintenance Payment), and the giving of an involuntary notice of redundancy or notice of reduction in classification under clauses 143 (Redeployment) and 144 (Involuntary Retirement).
- 129.3 For purposes of paragraph 129.2.1, an appeal may only be made in relation to promotions or higher duties decisions where the salary applicable is any classification with a maximum salary that is less than the minimum salary of a classification equivalent to a Teacher Band 2.
- 129.4 A teacher 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 2009* in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.
- 129.5 This Section will apply to the exclusion of the grievance and promotion/ temporary performance appeal provisions contained in the PSM Act.

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130. Initiating an Appeal

- 130.1 A teacher, or the teacher's representative, may initiate an appeal under these procedures by making an application to the convenor of Appeal Panels that:
 - 130.1.1 is in writing; and
 - 130.1.2 describes the action taken or to be taken, the reasons for the application and the outcome sought; and
 - 130.1.3 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 fourteen days of being notified of the decision.

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131. Composition of the Appeal Panel

- 131.1 The Chief Executive will nominate a person, or position, to be the convenor of the Appeals Panel, who may be from CIT or from another ACTPS Agency.
- 131.2 Where an application is received by the convenor of the Appeals Panel within the timeframe set out in subclause 130.1 the convenor of Appeal Panels will set up an Appeal Panel.
- 131.3 The Appeal Panel will comprise a CIT nominee, a person nominated by the AEU and a chairperson, where:

- 131.3.1 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
- 131.3.2 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.
- 131.4 The convenor may only be a member of an Appeal Panel with the agreement of the applicant.
- 131.5 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.

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132. General Powers and Role of the Appeal Panel

- 132.1 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.
- 132.2 The applicant may be represented by an employee representative, or, with the consent of the Appeal Panel, by a legally qualified person.
- 132.3 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:
 - 132.3.1 the application is frivolous or vexatious, or not made in good faith; or
 - 132.3.2 the teacher may apply to another person or authority about the application and it would be more appropriate for it to deal with the action; or
 - 132.3.3 an investigation or further investigation of the application is not warranted.

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133. Powers of the Appeal Panel – Appeals About Promotion and Temporary Performance

- 133.1 For appeals concerning promotion or performance of higher duties under paragraph 129.2.1, the only ground on which the Appeal Panel is required to review the decision is that the teacher making the appeal would be more efficient in performing the duties of the position than the person promoted or selected for higher duties.
- 133.2 After investigating an application about promotion or temporary performance affecting the applicant, the Appeal Panel will either confirm the decision or make recommendations to the Chief Executive to substitute another decision. If it confirms the decision, the Appeal Panel will inform the applicant of this decision and the reasons for the decision.

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134. Powers of the Appeal Panel – Other Matters

- 134.1 After investigating any application under this clause other than an appeal about promotion or temporary transfer, the Appeal Panel, subject to subclause 134.3, 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.

- 134.2 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.
- 134.3 In making recommendations to the Chief Executive under subclause 134.1 or to the Commissioner for Public Administration under subclause 134.2, the Appeal Panel:
- 134.3.1 must provide the reasons for its recommendations; and
 - 134.3.2 may request the Chief Executive or the Commissioner for Public Administration, whichever is applicable, to inform other relevant parties of its recommendations.
- 134.4 The Chief Executive, after considering the report from an Appeal Panel under subclause 133.1, will make a decision on any recommendation in the report and inform the applicant in writing of the reasons for that decision, within fourteen days of receiving the report.
- 134.5 The Commissioner for Public Administration, after considering the report from an Appeal Panel under subclause 134.2, will recommend to the Chief Executive that the decision that is the subject of the application:
- 134.5.1 be confirmed; or
 - 134.5.2 be varied; or
 - 134.5.3 other action taken.
- 134.6 If the Chief Executive does not accept the recommendations of the Commissioner for Public Administration under subclause 134.5, the Chief Executive will:
- 134.6.1 provide written reasons to the Commissioner for Public Administration for not accepting the recommendations; and
 - 134.6.2 provide the applicant, within fourteen days, with written reasons for not accepting the recommendations.
- 134.7 If the Chief Executive does not accept the recommendations of the Commissioner for Public Administration under subclause 134.5, the Commissioner for Public Administration may report on this outcome in the Commissioner for Public Administration's State of the Service Report.

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135. Costs

- 135.1 CIT will not be liable for any costs associated with representing an applicant in these procedures.

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136. Right of External Review

- 136.1 The teacher or the teacher's representative may seek a review by Fair Work Australia of a decision of the Chief Executive under subclause 134.4 or subclause 134.6.
- 136.2 CIT, its teachers and the AEU agree that Fair Work Australia will be empowered to resolve the matter in accordance with the powers and functions set out in clause 115 (Dispute Avoidance/Settlement Procedures) of this Agreement. The decision of Fair Work Australia will bind CIT, its teachers and the AEU, subject to either CIT or the AEU

exercising a right of appeal against the decision to a Full Bench in accordance with appeal rights CIT and the AEU have under clause 115 (Dispute Avoidance/Settlement Procedures).

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Section S: Redeployment and Redundancy

137. Application

137.1 CIT recognises the need to make the most effective use of the skills, abilities and qualifications of its teachers in a changing environment. When positions become excess, CIT will seek to redeploy permanent teachers within CIT or other ACTPS agencies 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, CIT will, where practicable, take into consideration the personal and career aspirations and family responsibilities of affected teachers.

137.2 These provisions do not apply to temporary and casual teachers or teachers on probation.

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138. Definitions

138.1 Excess officer means a permanent teacher who has been notified in writing by CIT that he or she is excess to CIT's requirements because:

138.1.1 the officer is included in a class of officers employed in CIT, which class comprises a greater number of officers than is necessary for the efficient and economical working of CIT; or

138.1.2 the services of the officer cannot be effectively used because of technological or other changes in the work methods of CIT or changes in the nature, extent or organisation of the functions of CIT.

138.2 Potentially excess officer means a permanent teacher who is likely to become actually excess in a foreseeable space of time.

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139. Consultation

139.1 Where it appears to the Chief Executive that a position is likely to be either potentially or actually excess to CIT's requirements, and prior to any individual teacher(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):

139.1.1 the number and classification of officers in the part of CIT affected;

139.1.2 the reasons an officer is or officers are likely to be excess to requirements;

139.1.3 the method of identifying officers as excess, having regard to the efficient and economical working of CIT and the relative efficiency of officers;

139.1.4 the number, classification, location and details of the officers likely to be excess;

- 139.1.5 the number and classification of officers expected to be required for the performance of any continuing functions in the part of CIT affected;
 - 139.1.6 measures that could be taken to remove or reduce the incidence of officers becoming excess;
 - 139.1.7 redeployment prospects for the officers concerned;
 - 139.1.8 the appropriateness of using voluntary retirement; and
 - 139.1.9 whether it is appropriate for involuntary retirement to be used if necessary.
- 139.2 No information that would identify any individual officers will be provided by CIT under this Section.
- 139.3 The discussions under subclause 139.1 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 CIT and the AEU and will not be used without the written agreement of the AEU.
- 139.4 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 subclause 139.1, be invited to volunteer for retirement nor be advised in writing that he or she is excess to CIT's requirements.
- 139.5 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 6-4 of the *Fair Work Act 2009*.

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140. Information Provided for Officer

Informal Advice

- 140.1 At the point where individual teachers can be identified, the Chief Executive will advise the officer(s) that a position(s) is likely to become excess and that the teacher may be affected. In that advice the officer(s) will also be advised that the officer may be represented by a teacher representative at subsequent discussions. The Chief Executive will discuss with the officer(s) and, where chosen, the teacher representative(s) the issues dealt with in paragraphs 139.1.1 through 139.1.9 (as appropriate in each case).
- 140.2 CIT 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

- 140.3 The notification of an officer's potentially excess status will only be given when the consultation required under subclause 139.1 and the consultation required under subclause 140.1 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.
- 140.4 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:
- 140.4.1 the sums of money the officer would receive by way of severance pay, pay instead of notice, and paid up leave credits;
 - 140.4.2 the amount of accumulated superannuation contributions;

- 140.4.3 the options open to the officer concerning superannuation;
 - 140.4.4 the taxation rules applicable to the various payments; and
 - 140.4.5 the career transition/development opportunities within CIT.
- 140.5 CIT 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. CIT will authorise the accredited financial counsellors to invoice CIT directly.

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141. Voluntary Redundancy

- 141.1 At the completion of the discussions in accordance with clause 139 (Consultation), the Chief Executive may invite officers to elect to be made voluntarily redundant under this clause.
- 141.2 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.
- 141.3 Subject to subclause 141.4, 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 forty-five years old and has completed at least two years continuous service.
- 141.4 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 subclause 141.3, and the officer will be paid in lieu of salary for the unexpired portion of the notice period.

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142. Severance Benefit

- 142.1 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:
 - 142.1.1 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
 - 142.1.2 twenty-six weeks' salary.
- 142.2 For the purpose of calculating any payment instead of notice or part payment thereof, 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.
- 142.3 For the purpose of calculating payment under subclause 142.1:
 - 142.3.1 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;
 - 142.3.2 the inclusion of other allowances, being allowances in the nature of salary, will be with the approval of the Chief Executive.
- 142.4 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.

- 142.5 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.

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143. Redeployment

- 143.1 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.
- 143.2 CIT will consider potentially excess and excess officers from other ACTPS agencies in isolation for vacancies at the officers' substantive level.
- 143.3 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 10%.
- 143.4 CIT will make every effort to facilitate the placement of an excess officer, both within CIT and to other ACTPS agencies.
- 143.5 CIT will arrange reasonable training that would assist the excess officer's prospects for redeployment.
- 143.6 CIT will provide appropriate internal assistance and career counselling and assist as necessary with the preparation of job applications.
- 143.7 An excess officer who does not accept voluntary redundancy is entitled to a seven month retention period.
- 143.8 The retention period will commence:
- 143.8.1 on the day the officer is advised in writing by the Chief Executive that he or she is an actually excess officer; or
 - 143.8.2 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.
- 143.9 The officer may be reduced in classification by the Chief Executive, in order to place the officer in a specific position in CIT, subject to the agreement of the officer, such agreement not to be unreasonably withheld if, during or after six months from the date the officer was declared excess, the officer:
- 143.9.1 was found unsuitable in a merit selection process for three separate positions; and
 - 143.9.2 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

143.9.3 cannot be placed in gainful employment at the officer's substantive level at the end of the retention period, however, there is gainful employment available for the officer at a lower classification.

143.10 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 CIT.

143.11 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.

143.12 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 forty-five 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.

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144. Involuntary Retirement

144.1 An excess officer may be made involuntarily redundant, with the agreement of the AEU, subject to the terms of Section S. This clause applies to excess officers who are not:

144.1.1 retired with consent;

144.1.2 redeployed to another position; or

144.1.3 reduced in classification.

144.2 An officer may be involuntarily retired, subject to the agreement of the AEU, such agreement not to be unreasonably withheld, if; during or after six months from the date the officer was declared excess, the officer:

144.2.1 does not accept a transfer in accordance with section 83 of the PSM Act; or

144.2.2 has refused to apply for, or be considered for, a position for which the officer could reasonably be expected to be qualified to perform, either immediately or in a reasonable time.

144.3 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.

144.4 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.

144.5 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 forty-five 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.

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145. Income Maintenance Payment

- 145.1 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.
- 145.2 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.
- 145.3 The income maintenance salary exists for the retention period or the balance of the retention period.
- 145.4 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.
- 145.5 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.
- 145.6 All allowances in the nature of salary will be included in determining the income maintenance salary rate.

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146. Leave and Expenses to Seek Employment

- 146.1 At any time after the officer has been advised under subclause 140.3 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.
- 146.2 The officer will be entitled to any reasonable fares and other incidental expenses if these are not met by the prospective employer.

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147. Use of Personal Leave

- 147.1 The use of personal 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.
- 147.2 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.

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148. Appeals

- 148.1 Without affecting the officer's rights under the *Fair Work Act 2009*, an excess officer has the right under Section R to appeal any decision taken in relation to the officer's eligibility for benefits under clauses 141 to 143 of this Section, the amount of such benefits, or the amount payable by way of income maintenance under clause 145 (Income Maintenance Payment).
- 148.2 An excess officer has the right under Section R to appeal against the giving, in accordance with clauses 143 (Redeployment) and 144 (Involuntary Retirement) of this Section, of a notice of involuntary redundancy or notice of reduction in classification.

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149. Agreement Not to Prevent Other Action

- 149.1 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.

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150. Engagement Following a Voluntary Redundancy

- 150.1 The Chief Executive will not, subject to Clause 150.2, employ a person who has, within the previous 2 years, been voluntarily retired (redundancy/ retrenchment) from the ACTPS.
- 150.2 Teachers who are employed in highly specialised areas of education delivery for which there is no longer the need for a full-time position may be re-engaged on a part-time or casual basis after they have accepted an offer of voluntary redundancy/retrenchment.
- 150.3 Limits on the hours per week of such re-engagement would be determined on a case by case basis, but would not exceed 0.5 of a normal workload.

##

151. Re-engagement of Teachers Involuntarily Retired From the ACTPS

- 151.1 Teachers who are involuntarily retired from CIT can apply for further employment in the ACTPS without the current requirement of a one year break in service.

##

Section T: Medically Unfit Staff

152. Transfer of Medically Unfit Staff

- 152.1 This clause does not apply to casual teachers.
- 152.2 A medically unfit teacher is a teacher who is considered by the Chief Executive, in accordance with paragraph (a), sub-section 143(1) of the PSM Act, to be a teacher who is unable to perform duties appropriate to the teacher's classification because of physical or mental incapacity.
- 152.3 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 teacher may, by agreement with the teacher, be transferred to any position within the teacher's current skill level and experience, the classification of which has a maximum salary which does not vary from the top increment of the teacher's classification by more or less than 10%.
- 152.4 A teacher will not be redeployed in accordance with subclause 152.3 unless there is no suitable vacant position at the teacher's substantive classification within CIT.
- 152.5 In considering any proposed transfer under this clause, the teacher may invite the AEU or other representative to assist the teacher.

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Section U: Management of Government Initiated Transfers

153. Gaining Employees

- 153.1 Despite anything to the contrary in the PSM Act, this Section applies where CIT:
- 153.1.1 gains the holder of an office (a new employee) who has been transferred under section 15(5) of the PSM Act; or
 - 153.1.2 gains a teacher (a new employee) under section 16(2) of the PSM Act; or
 - 153.1.3 gains an unattached officer (a new employee) under section 119 of the PSM Act; or
 - 153.1.4 gains a teacher (a new employee) as a result of a management initiated transfer or transfer arising from changes to the Administrative Arrangement Orders.
- 153.2 Subject to subclauses 153.3 and 153.4 the terms and conditions of this Agreement will apply to the new teacher.
- 153.3 In applying the terms and conditions of this Agreement to a new teacher, the Chief Executive will determine, following transfer of the teacher to CIT, the salary and classification of the new teacher according to the following principles:
- 153.3.1 the Chief Executive will determine the new teacher'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 154 (Preservation of Accrued Entitlements);
 - 153.3.2 if the new teacher's current salary (after any necessary adjustments required by clause 154 (Preservation of Accrued Entitlements) is within the range of salaries for the new classification, the new teacher will continue to receive that salary;
 - 153.3.3 if the lowest salary in the range of salaries applicable to the new classification is higher than the new teacher's current salary, the teacher's salary will be increased to the lowest salary applicable to the new classification or the appropriate relativity in the new incremental range;
 - 153.3.4 if the highest salary in the range of salaries applicable to the new classification is less than what the new teacher is currently being paid then:
 - 153.3.4.1 the teacher's salary will be frozen at its current level; and
 - 153.3.4.2 despite anything to the contrary in this Agreement, the teacher will not receive any increase in pay unless and until the highest salary applicable to the teacher's classification under this Agreement equals or exceeds the teacher's current salary, at which time the teacher will receive the highest salary applicable to the teacher's classification under this Agreement together with any future increases under this Agreement.
- 153.4 A new teacher who, at the time the teacher was transferred to CIT, was working under approved flextime arrangements, will be entitled to continue the flextime arrangements in

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CIT. This provision will apply unless otherwise agreed by CIT and the teacher, or until a new enterprise agreement is lodged under the *Fair Work Act 2009*.

- 153.5 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 teacher's salary or classification is deemed not to be a promotion and does not require the new teacher's position to be advertised.

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154. Preservation of Accrued Entitlements

- 154.1 New teachers will not lose the benefit of accrued entitlements upon joining CIT. Accordingly, the new teacher's overall level of accrued entitlements will be preserved according to the following principles:

154.1.1 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;

154.1.2 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 teacher.

- 154.2 This clause must be implemented in such a way that a teacher is no worse off in terms of the overall level of accrued entitlements.

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155. Establishment of a new ACTPS Agency

- 155.1 A teacher 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 twelve months after separation from the date an application for approval is made under the *Fair Work Act 2009* for an enterprise agreement for the new ACT Government Agency

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156. Appeal Rights

- 156.1 A new teacher may seek a review under Section Q about decisions made under this Section affecting the teacher's terms and conditions of employment in the gaining Agency.

§

PART VI – EMPLOYMENT CONDITIONS SPECIFIC TO CIT

Section V: CIT Specific Matters

157. Higher Education

- 157.1 Teachers undertaking teaching in Higher Education programmes will be provided with up to 80 hours (or pro rata equivalent hours) of teaching reductions annually, to undertake projects agreed with their supervisor.
- 157.2 The number of reduction hours provided will be proportional to the Higher Education teaching hours, expressed as a fraction of the total teaching load of the teacher.
- 157.2.1 For example, a teacher's maximum teaching load is 720 hours annually (i.e. 684 hours after allowing for 36 hours of professional development) and a teacher teaching Higher Education might spend 150 hours in delivering the Higher Education program. The proportion of the maximum 80 reduction hours granted in that case would be $(150 \div 684) \times 80 = 17.5$ hours.
- 157.3 The maximum 80 reduction hours and the teaching load of 720 hours per annum will be reduced pro rata for part-time teachers, having regard to their part-time weekly hours as a proportion of full-time weekly hours of 36%.
- 157.4 The entitlement to the 80 hours (or proportion) will be in addition to the 36 hours per annum allocated for professional development (refer clause 97 [Reduction in Teaching Load for Professional Development]).
- 157.5 CIT and the AEU commit to jointly monitor the operation of arrangements specified in this clause over the life of this agreement, with a view to addressing any issues that may arise.

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158. Casual Teaching Facilities

- 158.1 For every full-time equivalent casual teaching load in a Centre, where circumstances are appropriate, the following facilities should be available for the use of casual teachers:
- 158.1.1 a desk;
- 158.1.2 a filing cabinet;
- 158.1.3 a telephone; and
- 158.1.4 a computer.
- 158.2 In principle, all teachers must have facilities provided and should be resourced for the performance of their duties.

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159. Motor Vehicle Access

- 159.1 CIT may enter into arrangements for access to motor vehicles for individual teachers or groups of teachers.
- 159.2 CIT and the AEU agree to review existing guidelines for the use of Institute and/or private vehicles for Institute business and amend as necessary.
- 159.3 Subject to operational needs, Band 3 Teachers and Band 4 Teachers may negotiate entry into subsidised flexible remuneration packaging arrangements only for the

provision of a subsidised vehicle operating lease. The agreement between CIT and the teacher will be in the form of Annex C and subject to operational needs.

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160. Staff Immunisation Scheme

160.1 CIT will fund non-mandatory immunisation against influenza to all permanent and temporary teachers.

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160.2 CIT may also provide immunisation or other therapy against other contagions as appropriate and will consider requests from teachers.

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161. Promotional Positions Review and AST Review

161.1 The AEU and CIT agree to review the current use, role and conditions of Advanced Skills Teachers, Senior Teaching Posts, Teachers Band 2 and Teachers Band 3 during the life of the Agreement.

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162. Centre Monitoring of Workload and Practice

162.1 The responsibility to review and monitor teacher workload issues in the Centre rests with Centre leadership and teachers.

162.2 Good management practice in every Centre includes the regular review of work practice and general procedures in the workplace. Accordingly, Centres are encouraged to implement local processes to review and manage local workload issues, and it is suggested that this review be incorporated into other routine procedures such as the Performance Management Plan.

162.3 The Internal Review Procedures contained in Section Q provide an avenue for further consideration where a teacher and their Centre leadership are not able to reconcile issues concerning workload management.

162.4 CIT, its teachers and the AEU acknowledge the importance of Institute recording arrangements for teacher workloads and agree that all proposed teaching loads will be entered by teachers onto the teacher management system by week 7 of each term at the latest. Variations to teaching loads should be entered onto the teacher management system no later than week 7 of each term. In term four all teaching loads and amendments to loads must be reconciled against required annual teaching load.

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163. Increase In Load For Permanent Part-Time Teachers

163.1 Existing permanent part-time teachers will be offered an increase in teaching load under their existing employment arrangements before any additional temporary contracts are offered in their work area.

163.2 In each instance such an offer will depend on the teacher being appropriately qualified and experienced to perform the additional hours at the required standard and that the teacher's work performance having been assessed under the performance management framework as consistently meeting the required standards of performance.

##

164. Educational Delivery Review Process

164.1 The principles of Industrial Democracy are an appropriate mechanism to resolve disagreements over educational delivery decisions within a work area or department.

164.2 The Internal Review Procedures set out in Section Q or the Dispute Avoidance/Settlement Procedures (clause 115 of this Agreement) provide an avenue for further consideration where a teacher and their Centre management are not able to reconcile issues concerning educational delivery.

##

165. Return to Industry

165.1 To assist in maintaining industry currency, a regular return to industry program for teachers will be continued, in accordance with the Return to Industry policy and guidelines, as agreed between the AEU and CIT. Teachers and their managers will schedule appropriate periods for Return to Industry.

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166. Professional Registration Board

166.1 During the life of the agreement, the AEU and CIT will consider the implications of any national teacher registration/ accreditation initiatives.

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ANNEX A - Agreed Framework for Special Employment Arrangements

1. Introduction

- 1.1 This Framework applies to both individual Special Employment Arrangements (SEAs) and to SEAs for groups of teachers.
- 1.2 This Framework may be accessible to all teachers (other than casual teachers) in all classifications covered by this Agreement, in accordance with the terms of this Framework.
- 1.3 The Chief Executive may also enter into a SEA with a teacher for a specified period of time or for a specific project and the SEA may be varied by agreement of the Chief Executive and the teacher.
- 1.4 In this Framework, a reference to position, teacher, occupant or union includes positions, teachers, occupants or unions.

2. Approval

- 2.1 A SEA may only be agreed and approved in accordance with this Framework.
- 2.2 The Chief Executive may only approve a SEA if the Chief Executive is satisfied that the position and the teacher occupying the position meet the SEA eligibility criteria set out in subclause 5.1 of this Framework.
- 2.3 Where the Chief Executive considers that a position and a teacher meet the SEA eligibility criteria, the Chief Executive must consult with the AEU about whether the position meets the criteria before entering into a SEA. In consulting with the union, the Chief Executive will:
- 2.3.1 provide the AEU with relevant information about the position used by the Chief Executive for this purpose (this information is to be provided to the AEU for the sole purpose of implementing this clause);
 - 2.3.2 give the AEU a reasonable opportunity to consider this information and, if the union wishes, it may provide its written views to the Chief Executive within seven days; and
 - 2.3.3 take into account any views of the AEU and provide a written response before deciding to enter into a SEA.
- 2.4 Information that CIT provides to the AEU under subclause 2.3 will not include information that might directly or indirectly disclose the identity of a particular teacher.
- 2.5 At any time following the conclusion of the consultation required under subclause 2.3, the Chief Executive and a teacher may agree on the terms of a SEA to apply to the position that the teacher occupies.
- 2.6 Prior to any SEA being agreed, the Chief Executive must discuss the proposed terms of the SEA with the teacher who is currently occupying the position or who has been promoted to or appointed to the position. In these discussions, the teacher may invite a teacher representative to assist the teacher.

2.7 A SEA must not be agreed where it would result, when assessed as a whole, in a reduction in the overall terms and conditions of employment provided for the teacher under this Agreement or provide terms and conditions that are, in a particular respect, less favourable than the National Employment Standards.

2.8 The terms and conditions of employment of this Agreement will continue to form the principal basis for teachers covered by this Agreement. Accordingly, where a SEA applies to a teacher, the terms and conditions of the teacher is a combination of:

2.8.1 terms and conditions contained in this Agreement; and

2.8.2 the terms and conditions contained in the SEA.

2.9 The terms and conditions of employment contained in a SEA prevail over the terms and conditions of employment contained in this Agreement to the extent of any inconsistency.

3. Application

3.1 The SEA will commence from the date specified in the SEA.

3.2 The SEA will operate until this Agreement is replaced by a further enterprise agreement unless it ceases to operate in accordance with this Framework.

3.3 Subject to this Framework, the SEA will operate while the teacher continues to be the occupant of the position identified in the SEA.

3.4 Subject to this Framework, the SEA will cease to apply to the teacher where:

3.4.1 the Chief Executive determines, following a review provided for under clause 7 of this Framework, the SEA should no longer apply to the position; or

3.4.2 the teacher vacates the position identified in the SEA.

3.5 Where a teacher party to a SEA temporarily vacates the position and another teacher is selected to act in the position, the Chief Executive may determine the SEA applies to the teacher who is acting in the position.

3.6 Subject to subclause 3.7, a SEA will continue to operate under the enterprise agreement of the gaining Agency where there is a transfer of a position arising from:

3.6.1 Machinery of Government changes; or

3.6.2 management initiated changes; or

3.6.3 changes to the Administrative Arrangement Orders.

3.7 A SEA will continue to operate in accordance with subclause 3.6 only where the position and the occupant continue to meet the SEA eligibility criteria.

3.8 If following the Machinery of Government or management initiated changes, the position and the occupant do not meet the eligibility criteria, the SEA ceases to operate.

3.9 CIT must provide the teacher with a minimum of 90 days (or less if agreed) written notice before the SEA ceases to operate under paragraph 3.4.1 or subclause 3.8.

4. Deeming

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4.1 Subject to subclause 4.2, a SEA that applied to a teacher in CIT on the date this Agreement is lodged under the *Fair Work Act 2009* is deemed by this Agreement to continue in force under the terms of this Agreement, except that the rate of pay that applied to the teacher under the SEA will be increased in accordance with the increases in pay rates provided for under Annex D of this Agreement.

4.2 Despite subclause 4.1, CIT and the teacher to which a SEA applied under the previous enterprise agreement may agree in writing to enter into a SEA in accordance with this Framework. In that event, subclause 4.1 will not apply to that teacher.

5. Special Employment Arrangement Eligibility Criteria

5.1 In determining whether a SEA should apply to a position, the Chief Executive will take into account the following criteria:

- 5.1.1 the position is critical to the operation of CIT or to a business unit in CIT;
- 5.1.2 a teacher who occupies the position requires specialist qualifications or specialist or high level skills;
- 5.1.3 the skills required by the teacher who occupies the position are in high demand in the marketplace;
- 5.1.4 the position would incur significant costs to replace.

5.2 In considering paragraph 5.1.3, the Chief Executive must take into account relevant market data.

6. Scope for a Special Employment Arrangement

6.1 A SEA may contain:

- 6.1.1 enhanced pay rates, which must not exceed 50% of the existing salary of the occupant of the position under this Agreement;
- 6.1.2 provision for privately plated vehicles where the Chief Executive considers there is a clear, unambiguous and exceptional need;
- 6.1.3 other terms and conditions of employment where the Chief Executive considers there is a clear, unambiguous and exceptional need;

6.2 Should the Chief Executive consider that there is a compelling reason for CIT to pay enhanced rates of pay in excess of the 50% cap of the existing salary of the position, CIT will apply to the Commissioner for Public Administration for approval to do so.

- 6.2.1 an application to the Commissioner must include relevant and appropriate market data as well as an explanation of why CIT considers that there is a need to pay above the 50% cap.
- 6.2.2 in assessing whether a rate of pay above the 50% cap should be paid to any teacher, CIT should give particular consideration to the consequences the granting of the SEA may have on its ability to recruit and/or retain executive positions.

6.3 The rates of salary component of a SEA counts as for salary for all purposes including superannuation and for the purposes of calculating annual leave, long service leave, paid personal leave, paid maternity leave, redundancy payments and other paid leave granted under this Agreement. If leave is on reduced pay or without pay, the salary component of the SEA must be reduced on a pro-rata basis.

6.4 Normal incremental advancement will continue to apply in relation to the existing salary of the teacher.

6.5 The salary component of a SEA is payable fortnightly and is not available as a lump sum payment.

6.6 The terms of the SEA must contain provisions:

- 6.6.1 setting out the level of the teacher's existing salary;
- 6.6.2 setting out the salary component and any other terms and conditions of employment that are to apply under the SEA;
- 6.6.3 stating that the terms and conditions of the teacher will revert to the applicable rates of salary and terms and conditions of employment under this Agreement in the event the SEA ceases to operate or is terminated; and
- 6.6.4 containing the terms of this Framework.

7. Review of Special Employment Arrangement

7.1 The Chief Executive must review a SEA with a pay rate at or below the 50% cap at least once within the life of this Agreement to determine whether it should continue to operate.

7.2 The Chief Executive must review a SEA with a pay rate above the 50% cap annually from the date of the signing of the SEA to determine whether it should continue to operate.

7.3 In addition, the Chief Executive must also review a SEA where:

- 7.3.1 the position is no longer critical to the operation of CIT or a business unit in CIT; or
- 7.3.2 the teacher no longer holds the required specialist qualifications.

7.4 In reviewing the SEA, the Chief Executive must consider whether the position and the teacher continue to meet the SEA eligibility criteria. The Chief Executive must take into account relevant market data when reviewing a SEA.

7.5 The Chief Executive will consult with the teacher party to the SEA when undertaking a review. In these consultations, the teacher may invite a teacher representative to assist the teacher.

7.6 The Chief Executive will also consult with the AEU when undertaking a review about whether the position meets the criteria. The Chief Executive will:

- 7.6.1 provide the AEU with relevant information about the position to be used by the Chief Executive for this purpose (this information is to be provided to the union for the sole purpose of implementing this clause);
- 7.6.2 give the AEU a reasonable opportunity to consider this information and, if the union wishes, it may provide its written views to the Chief Executive within seven days; and
- 7.6.3 take into account any views of the AEU and provide a written response.

7.7 Information that CIT provides to the AEU under subclause 7.6 will not include information that might directly or indirectly disclose the identity of a particular teacher.

7.8 If, following the conclusion of the consultation required under subclauses 7.5 and 7.6:

7.8.1 the Chief Executive concludes from the review that the position and teacher continue to meet the SEA eligibility criteria, the SEA will continue to apply to the teacher; or

7.8.2 the Chief Executive considers that the terms of the SEA should be varied to reflect relevant changes, the SEA will be varied accordingly.

7.9 If, following the conclusion of the consultation required under subclauses 7.5 and 7.6 the Chief Executive concludes from the review that the position and teacher do not meet the SEA eligibility criteria, the SEA will cease to operate.

7.10 CIT must provide the teacher with a minimum of 90 days written notice, or less if agreed, before the SEA ceases to operate under subclause 7.9 or is varied under paragraph 7.8.2.

8. Salary Packaging

8.1 Remuneration and conditions provided under a SEA may be used for the purposes of salary packaging in accordance with the Flexible Remuneration Packaging provisions of this Agreement. Where a teacher salary packages any part of the terms of a SEA and in accordance with this Framework the SEA ceases to apply, the teacher must notify the salary packaging provider that the terms of the SEA can no longer be packaged.

9. Notification

9.1 The Chief Executive, Chief Minister's Department will provide the Minister for Industrial Relations on a quarterly basis with information on the number, terms and classifications of all SEAs approved by each Agency Chief Executive. A copy of that report will be provided to the AEU through the ACTPS Single Bargaining Unit (SBU) subject to the *Privacy Act 1988* and Principles.

9.2 Any information that might directly or indirectly disclose the identity of a particular teacher will be omitted from the copy of the information that is provided to the SBU under subclause 9.1.

9.3 CIT will include in its annual report information about SEAs approved by the Chief Executive during the reporting year.

10. Interpretation

10.1 In this Framework, unless the contrary intention appears:

10.1.1 '**approved remuneration consultant**' means an organisation external to the ACT Public Service that provides consultancy-based and training services in the field of job sizing assessments or market surveys and is approved by the Chief Minister's Department.

10.1.2 '**existing salary**' in relation to a teacher is the actual salary payable under this Agreement on the date the SEA commences, or for a review, on the date that the SEA is approved or varied following a review.

10.1.3 '**internal remuneration employee**' includes an employee who has successfully undertaken training from an approved remuneration consultant in relation to job sizing assessments or market surveys. The Chief Executive must approve an internal remuneration employee.

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- 10.1.4 **'occupant'** means a teacher who occupies a position in CIT to which a SEA applies.
- 10.1.5 **'relevant market data'** includes but is not limited to job sizing assessments, recruitment experience, market surveys and job advertisements. Where a job sizing assessment or market survey is used as relevant market data, the assessment or survey must be undertaken by an approved remuneration consultant or internal remuneration employee.

ANNEX B – Other Leave

Purpose of Leave (section)	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 a teacher to accompany the teacher'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 spouse of the teacher 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 a teacher who is a representative of a staff organisation to present a case, give evidence in proceedings or prepare material for submission to Fair Work Australia.</p>
Campaign leave	Without	No	<p>A Chief Executive may grant leave without pay to enable a teacher to campaign for the teacher'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 a teacher of Aboriginal or Torres Strait Islander descent for ceremonial purposes connected with the death of a member of the teacher'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 ten 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 a teacher to engage in employment outside the ACTPS if:</p> <ul style="list-style-type: none"> • the teacher is, or was, entitled to compensation leave under the <i>Work Safety Act 1988</i> (Commonwealth); and • the employment is part of a rehabilitation process under that Act. <p>The maximum period of leave of absence that may be granted to a teacher under this section is three years.</p> <p>A period of leave granted to an officer/employee under this section counts as service for all purposes.</p>
Defence service leave	With for first fourteen days then without	Yes except for annual leave	<p>The Chief Executive may grant leave without pay to a teacher to enable teachers 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>
	A period, or periods of leave, not exceeding 33 days in aggregate –	A period, or periods of leave, not exceeding 33 days in aggregate -	<p>The Chief Executive may grant leave to a teacher to enable the teacher to perform full time defence service as set out in this section.</p> <p>The Chief Executive may grant leave to a teacher 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>

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	with	yes	<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 a teacher 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 teacher has volunteered.</p> <p>If a teacher, under Commonwealth law is required to render additional service at the conclusion of the period of service for which the teacher has volunteered to serve, the leave granted under this section by the Chief Executive to that teacher is extended for the period necessary to enable the teacher to undertake that additional service.</p> <p>Leave granted under this section is with pay for the first fourteen days and without pay for the remainder of the time. The leave counts as service for all purposes except annual leave. If a teacher 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 a teacher leave with pay to enable the teacher 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 twenty-eight 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 – thirteen days; • in the case of a member of the Army – fourteen days; and • in the case of a member of the Air Force – sixteen 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 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 – thirteen days; • in the case of a member of the Army – sixteen days; and • in the case of a member of the Air Force – sixteen 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 a teacher in relation to a teacher's membership of the Navy, Army or Air Force, certifies in writing that attendance by a teacher 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 teacher to enable the teacher to undertake that additional training.</p> <p>If in a year a teacher 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 teacher to enable the teacher to engage in that continuous period of training.</p>
	With	Yes	<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 a teacher to attend an interview or medical examination in connection with the teacher'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 a teacher is eligible to be granted leave in special circumstances (see Clause 66 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	Without	1 st twelve	The Chief Executive may grant leave without pay to an

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interests of defence or public safety		months – yes. 2nd twelve months – yes except annual leave	<p>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 twelve 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 a teacher in respect of an absence from duty during the ordinary hours of duty on a day.</p> <p>If leave has been granted to a teacher on any one day, leave must not be granted to the teacher 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 a teacher, following consultation with the relevant counter-disaster organisation (the appropriate responsible organisation, under current Australian disaster management arrangements, in relation to the place where the teacher's home is situated), where the teacher's home (the premises where the teacher ordinarily resides or resides for the time being and from which the teacher 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 teacher 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 twelve 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 a teacher 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 a Chief Executive in special circumstances, a teacher 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 a 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 teacher – 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 a teacher 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 a teacher under this Section is five years.</p> <p>A period of leave granted to a teacher under this Section counts as service for all purposes except annual leave.</p> <p>If a teacher 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 a teacher 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 multidiscipline nature of the event warrants approval. <p>The Chief Executive may grant leave with pay to a teacher 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	With	Yes	<p>The Chief Executive may grant leave with pay to a teacher who is a duly elected office holder of a local government council to enable the</p>

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Government purposes			<p>teacher to attend formal meetings of the council.</p> <p>The maximum period of leave which may be granted to a teacher under this Section is:</p> <ul style="list-style-type: none"> • 5 days in any period of twelve months in the case of a teacher who is the mayor or president of the council; and • in any other case, three days in any period of twelve 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, a teacher cannot be granted leave, the Chief Executive may grant leave (the 'relevant period') to the teacher up to a maximum period of twelve 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 teacher; 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 a teacher 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> (Commonwealth).</p> <p>The maximum period of leave that may be granted to a teacher is two weeks in each twelve month period commencing on the day on which the teacher 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 a teacher 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 a teacher 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 teacher; • 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>A teacher is entitled to retain any amounts received by way of witnesses' expenses.</p> <p>A teacher who is granted leave with pay under this 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 teacher had travelled in the course of the teacher's duties. The total amount paid to the teacher must be reduced by any amount received as witnesses' expenses.</p>
Religious leave	Without	No	<p>The Chief Executive may grant leave to a teacher to attend a ceremony integral to the practice of the teacher's religious faith. To be eligible for religious leave, the teacher 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</p>

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			<p>only of significance to the individual member of the particular religious faith.</p> <p>The teacher should notify the teacher's manager in advance of the particular ceremonies that the teacher 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 a teacher under this section is 10 days in two-year period.</p>
Organ donation leave	With	Yes	<p>The Chief Executive may grant leave to a teacher to enable the teacher to donate an organ.</p> <p>The maximum period of leave that may be granted to a teacher under this section is three months in a twelve month period.</p> <p>A period of leave granted to a teacher 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 a teacher to enable the teacher 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 a teacher 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 teacher is an elected representative. Such leave is separate from, and additional to personal leave.</p> <p>Teachers 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 teacher will provide evidence of attendance at the meeting and details of any payment received.</p>

ANNEX C – Form of Agreement Non-Salary Benefits

The Agreement between CIT and a teacher for the provision of a subsidised vehicle operating lease will take a form similar to the following:

Parties to the Agreement

The agreement is made between the Chief Executive of the Canberra Institute of Technology (CIT)

AND

("the teacher")

Dates of Operation

This agreement will take effect as at (date) and expire on (date).

This agreement will continue to operate unless it is replaced by a subsequent Agreement, or is terminated in one of the following ways:

- a) By joint agreement of both parties at any time; or
- b) After the nominal expiry date, unilaterally by either party.

Subsidised Vehicle Lease

The parties agree that the teacher will enter into a vehicle lease agreement in the following terms, in return for an annual cash increase in salary;

- a) The standard vehicle to be leased is a (make and model) with (vehicle options.)
- b) The vehicle will be leased, through an operating/novated lease, under salary packaging arrangements otherwise consistent with the ACTPS Salary Packaging Policy and Guidelines, excluding any clauses inconsistent with this agreement.
- c) CIT will increase the teacher's salary by (subsidy) per annum while this agreement is in operation. This figure may be reviewed annually to take into account changes in the cost of fuel.
- d) A car leased under this Agreement using an operating lease will be leased in accordance with CIT policy. A car leased under this Agreement using a novated lease must first be approved by the Deputy Chief Executive Operations.

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- e) The vehicle provided through salary packaging will be made available to CIT at no charge for reasonable usage by the teacher and other employees of CIT during normal business hours.
- f) The vehicle will be made available to CIT for business travel by the teacher outside of Canberra.
- g) The vehicle will be covered by a leasing arrangement with a fleet manager designated by CIT.
- h) The vehicle will be comprehensively insured by CIT.
- i) Arrangements will be made for the provision of a replacement vehicle whenever the vehicle is off the road for more than 24 hours through inclusion of an appropriate clause in the lease.
- j) CIT will pay for the replacement of tyres.
- k) CIT will pay any applicable excesses for work related accidents including those which occur during travel between work and home by the teacher or another employee of CIT.
- l) CIT will make no financial contribution to the lease and running costs other than those amounts specified in (c), (j) and (k) above.
- m) The teacher will provide CIT with any reasonable information concerning the vehicle and its use, as required by CIT from time to time, or will authorise the fleet manager to provide that information to CIT.
- n) The teacher will have private use of the vehicle other than during times when the teacher is on duty at CIT. The vehicle will not be used by the teacher for private commercial purposes.
- o) The vehicle will be maintained in a roadworthy, safe state at all times.

Dispute Resolution Procedure

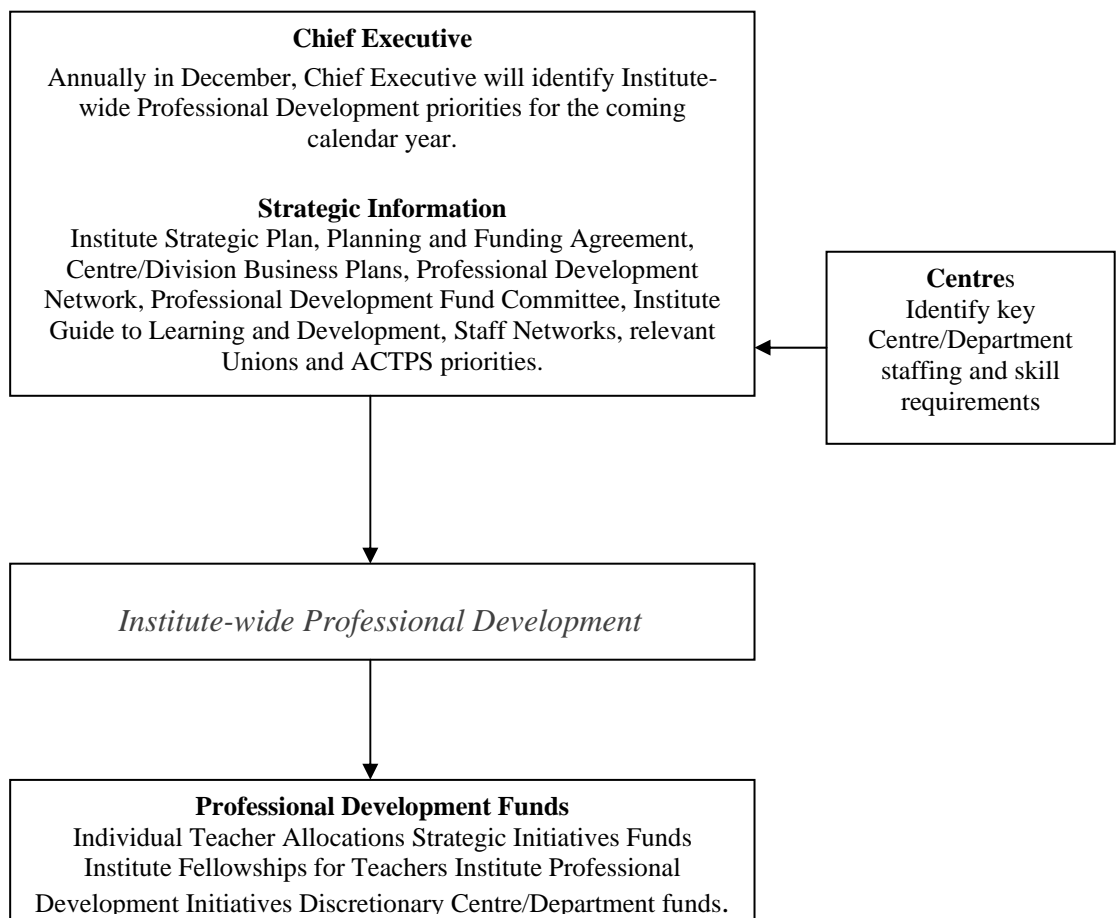
In relation to any matter that may be in dispute between the parties to this agreement, the parties will observe the Dispute Avoidance/Settlement provisions in Section P, (clause 115) of this Agreement.

ANNEX D – Classifications and Rates of Pay

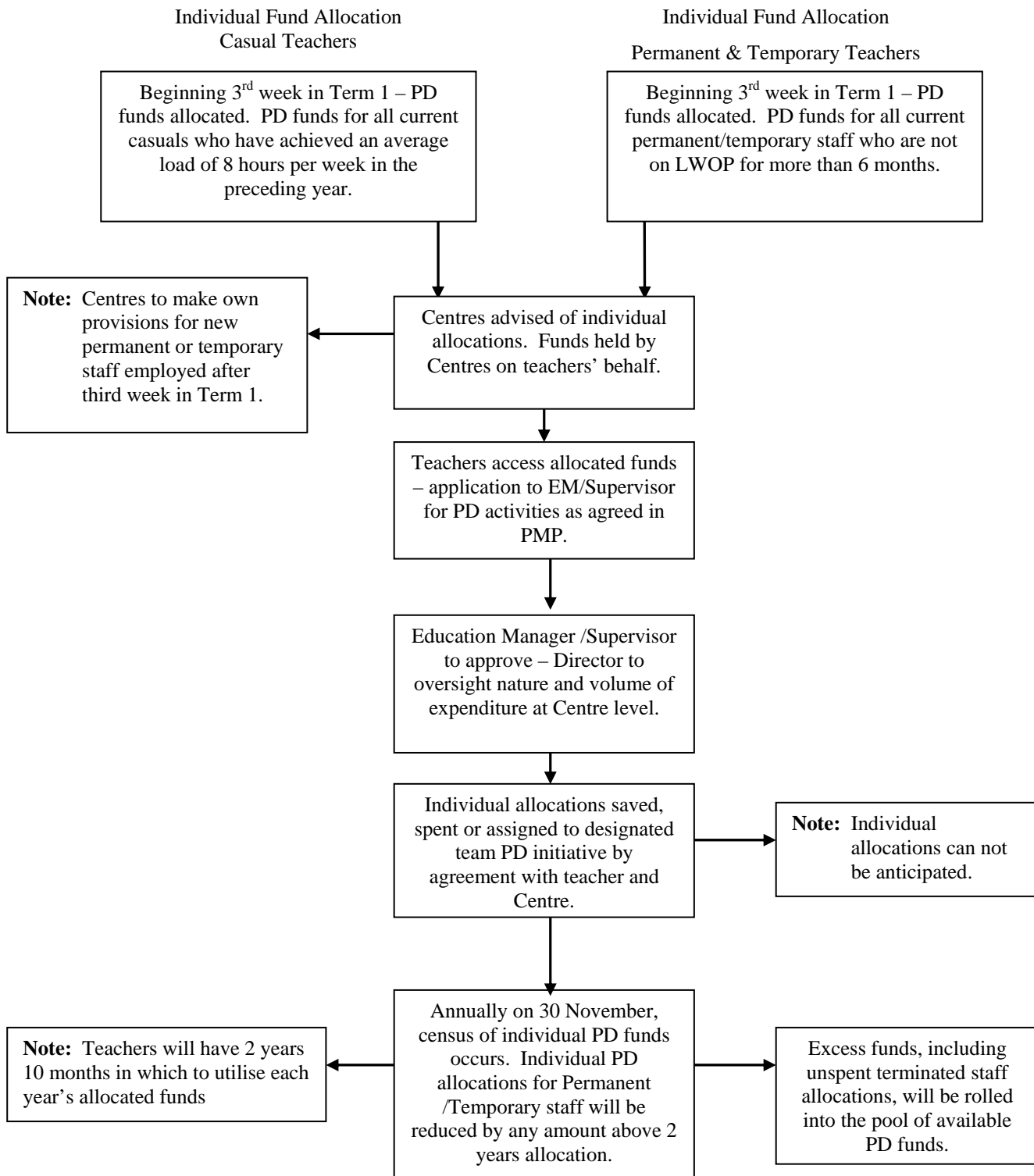
CIT Teaching Classification	Salary at 01/07/09 (2.0 % increase)	Salary at 01/07/10 2.5% increase)
Teacher Band 1.1	\$56,833	\$58,254
Teacher Band 1.2	\$59,505	\$60,993
Teacher Band 1.3	\$62,175	\$63,729
Teacher Band 1.4	\$64,982	\$66,607
Teacher Band 1.5	\$67,919	\$69,617
Teacher Band 1.6	\$70,590	\$72,355
<i>Qualifications Barrier</i>		
Teacher Band 1.7	\$73,395	\$75,230
Teacher Band 1.8	\$76,468	\$78,380
Advanced Skills Teacher	\$79,472	\$81,459
Senior Teaching Post	\$81,811	\$83,856
Teacher Band 2 *	\$95,126	\$97,504
Teacher Band 3 *	\$112,713	\$115,531
Teacher Band 4 *	\$135,169	\$138,548
<i>Casual Rates</i>		
Delivery (Per Hour)	\$73.56	\$75.40
Non Delivery (Per Hour)	\$46.46	\$47.62

* Note that Teacher Band 2, Teacher Band 3, Teacher Band 4 classifications all have Annual Leave Loading incorporated

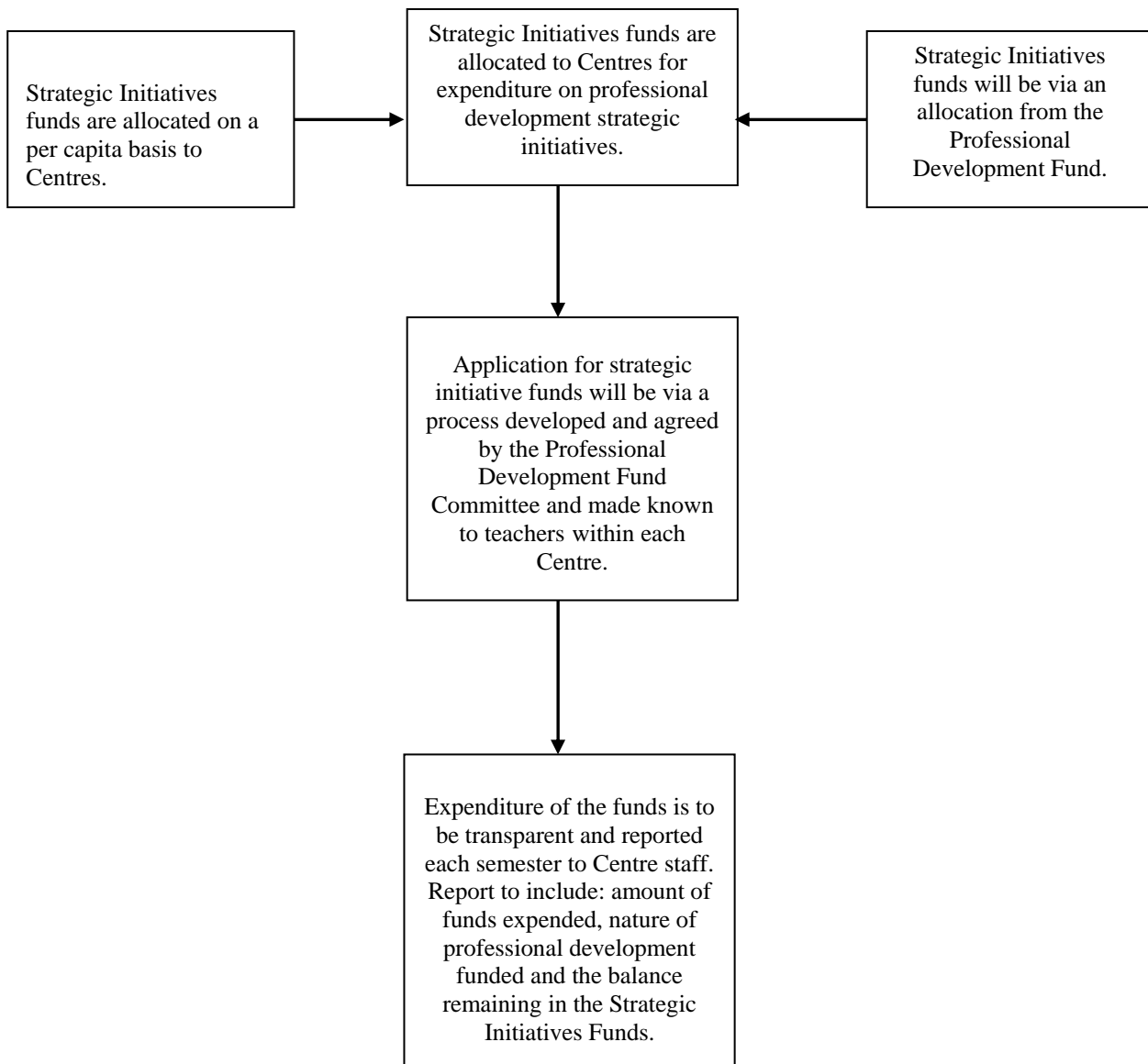
ANNEX E – Professional Development Priorities



ANNEX F – Individual Teacher Allocations



ANNEX G – Strategic Initiatives Funds



ANNEX H – Institute Fellowships for Teachers

Committee will receive reports on the return on the investment made/acquittal of funds.

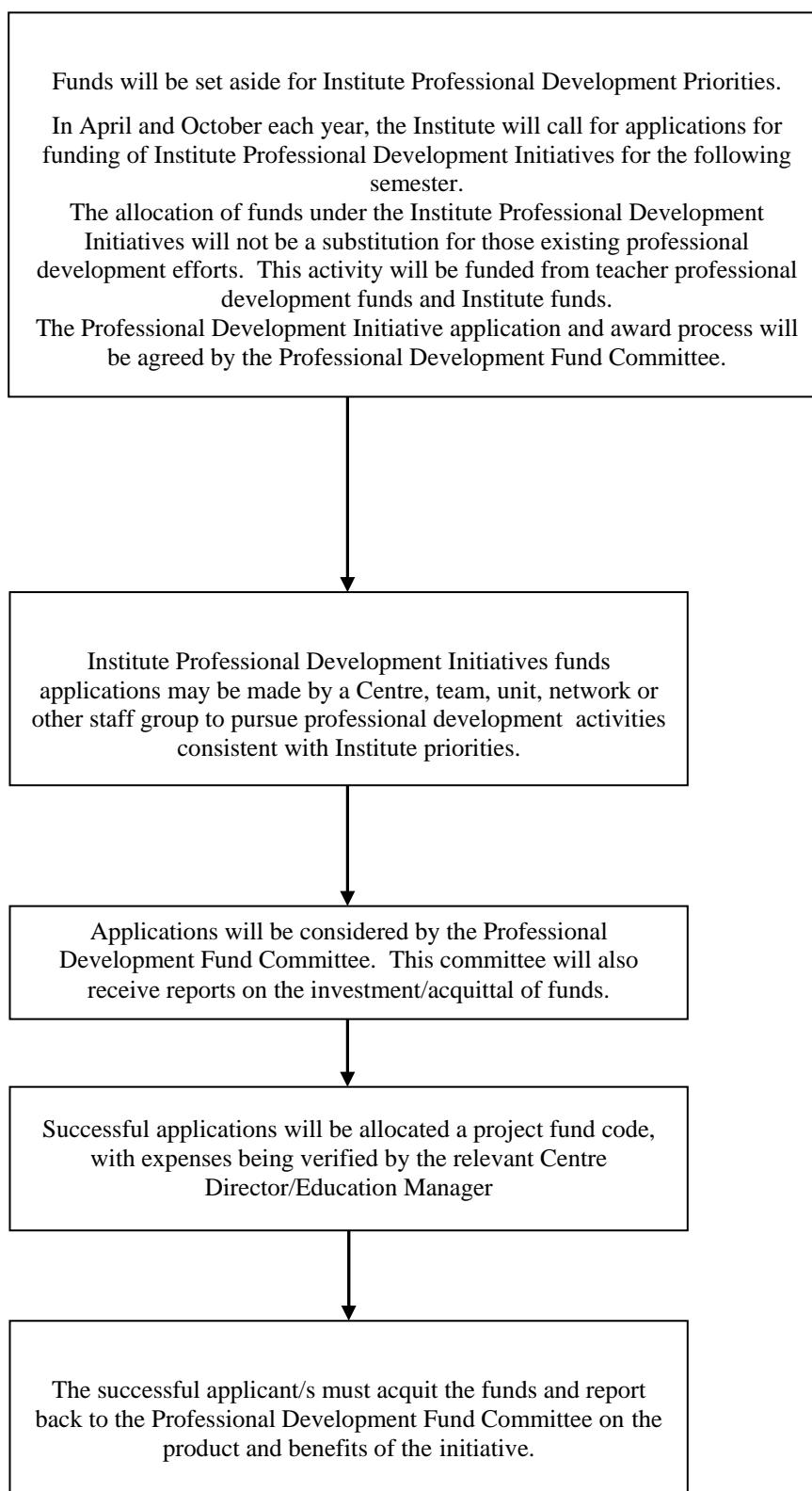
Funds will be set aside for Institute Fellowships for teachers, funded from teacher professional development funds and Institute funds.
Fellowship application and award process will be agreed by the Professional Development Fund Committee

In April and October each year, the Institute will call for applications for Institute Fellowships for teachers for the following semester.

Fellowships may be awarded for progress towards additional qualifications, research or key project work consistent with Institute priorities.

Applications will be considered by the Professional Development Fund Committee

ANNEX I –Institute Professional Development Initiatives



Dictionary

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

Advanced Skills Teacher means a Band 1 teacher who has been assessed as suitable against criteria agreed between CIT and the AEU. Advanced Skills Teachers (ASTs) perform duties set out in a *specifically designed performance management plan* approved at the commencement of each year (subject to the outcomes of the Promotional Positions Review and AST Review [refer clause 160]).

Agreement means Canberra Institute of Technology Teachers Enterprise Agreement 2009 – 2011 and includes all clauses and annexes.

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

Band 1 Teacher means the base classification for teachers.

Band 2 Teacher means the second classification for teachers.

Band 3 Teacher means the third classification for teachers.

Band 4 Teacher means the fourth classification for teachers.

Casual Teacher means a Band 1 Teacher employed on an hourly basis, in accordance with Clause 12 (Casual and Temporary Employment), Clause 13 (Casual Teacher Employment Arrangements) and Clause 38 (Casual Teaching Rates of Pay).

Centre Director means a person with overall responsibility for the efficient management of an Institute Centre. A Centre Director is responsible and accountable for operations of the Centre, including meeting internal and external targets.

Chief Executive means a person engaged under sections 28 or 30 of the PSM Act, as the Chief Executive of Canberra Institute of Technology.

CIT means the Canberra Institute of Technology, and includes all of its campuses and Centres.

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

Consultation means providing relevant information to teachers and their teacher 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.

Daylight Equivalent (DE) means, in accordance with the provisions of Clause 24 (Hours and Attendance Requirements), the allocation of one and a quarter hours for each hour worked as part of the annual teaching load after 5.30p.m. on weekdays; the allocation of one and a half hours for each hour worked as part of the annual teaching load worked on Saturday, and the allocation of one and three quarter hours for each hour worked as part of the annual teaching load worked on Sunday.

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

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.

Educational Development and Support (EDS) position means a position at either at Band 1 (including AST) and STP or Band 2 level, which has been designated as such, and which has the specific conditions as contained in this Agreement, including the foregoing of access to four weeks paid non-attendance leave.

Education Manager means a Teacher Band 2 who is responsible for managing staff and other resources associated with the development and delivery of educational programmes.

Employee means (unless there is a clear intention in this Agreement to restrict the meaning) a casual, temporary or permanent teacher who is employed or engaged in CIT in a classification set out in Annex D.

Full time teacher means a teacher whose ordinary hours of attendance are specified under clause 24 (Hours and Attendance Requirements).

FWA means Fair Work Australia.

FW Act means the *Fair Work Act 2009*.

Industrial Democracy means that CIT teachers have the opportunity to influence decisions affecting their work, their working environment and processes. It is about establishing a climate for problem-solving and decision-making through open and timely communication, access to information and collaborative strategies.

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 or an ex nuptial child), parent, grandparent, grandchild or sibling of the teacher or domestic partner of the teacher; or
- c) A person related to the teacher by Aboriginal and/or Torres Strait Islander kinship structures.

Institute means the Canberra Institute of Technology.

Long-term temporary teacher means a teacher engaged under Division 5.7 of the PSM Act for a period of greater than twelve months and up to a maximum of 5 years.

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

Officer has the same meaning as in section 3 of the PSM Act, i.e. permanent teachers are officers.

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).

SBU (Single Bargaining Unit) for the purposes of this Agreement means the group established for the bargaining of the ACTPS Common Core Template.

Short-term temporary teacher means a teacher engaged under Division 5.7 of the PSM Act for a period of less than twelve months.

STP (Senior Teaching Post) means a position that Band 1 teachers may access under the provisions of clause 36 (Senior Teaching Posts). STP positions are available on higher duties (temporary transfer) only.

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

Teacher means (unless there is a clear intention in this Agreement to restrict the meaning) an officer or a casual employee or a temporary employee, engaged under the PSM Act by CIT in a classification set out in Annex D.

Teacher representative means a person chosen by a teacher, or a group of teachers, to represent the teachers(s), and includes a delegate or official of the AEU, a friend, a colleague or a teacher member of a workplace consultative forum established under this Agreement.

Temporary Teacher means a person engaged by CIT for a specific period of time or for a specified task under Division 5.7 of the PSM Act, in a classification listed in Annex D.

Union means the Australian Education Union (AEU) – ACT Branch.

Week means the period Monday to Friday inclusive except when extended by specific provisions of the Agreement.

Canberra Institute of Technology Teachers' Enterprise Agreement 2009 – 2011



Dr Colin Adrian
Chief Executive

Canberra Institute of Technology
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For and on behalf of the
Australian Capital Territory Government



Penny Gilmour

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2 November 2009