



**ACT PUBLIC SECTOR
CANBERRA INSTITUTE OF TECHNOLOGY
(TEACHING STAFF)
ENTERPRISE AGREEMENT**

2013 – 2017

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This Agreement has been developed as a result of negotiations between Canberra Institute of Technology, the Australian Education Union and teacher representatives. All clauses and annexes within have origins ranging from a number of sources. These sources are identified throughout this Agreement against each clause according to the following key:

[no symbol] denotes the clause has been drawn unamended from the ACT Public Service Common Terms and Conditions Document 2013-2017 (CTC), which provides centrally negotiated employment conditions for all ACT Public Service Enterprise Agreements.

* denotes the clause is from the CTC but contains one or more additional subclauses or amendments resulting from CIT specific requirements.

denotes the clause is a CIT specific clause, locally negotiated between CIT and teacher representatives. Clauses may be new to this Agreement, revised from past Agreements or retained unamended from previous Agreements.

Note: Where an amendment has been made to the CTC at a subclause or paragraph level the effected subclauses or paragraphs are individually tagged with “#”.

Section A: Scope of Agreement

1. Title

- 1.1 This Agreement, made under section 172 of the *Fair Work Act 2009*, will be known as the ACT Public Sector Canberra Institute of Technology (Teaching Staff) Enterprise Agreement 2013 - 2017.

2. Main Purpose

- 2.1 The main purpose of this Agreement is to provide for common terms and conditions that apply across the ACT Public Service (ACTPS) and terms and conditions that reflect the particular operational and business requirements of the Canberra Institute of Technology (CIT).

Retaining our people

- 2.2 In order to promote permanent employment and job security for employees in the ACTPS, CIT will endeavour to minimise the use of temporary and casual employment. CIT agrees to the use of temporary teachers only where there is no 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 teacher.
- 2.3 In respect of casual employment, where regular and systematic patterns of work exist and where persons have a reasonable expectation that such arrangements will continue, consideration should be given to engaging the person on a different basis, including on a permanent or temporary basis.
- 2.4 CIT will continue to consult with the union and teachers on the development of strategies and initiatives that may assist in the successful recruitment and retention of mature age teachers. Such strategies and initiatives will be the subject of discussion and agreement between the teacher and the relevant manager/supervisor.
- 2.5 These strategies and initiatives may include:
- 2.5.1 developing flexible working arrangements, such as variable employment, part-year employment, job sharing and purchased leave;
 - 2.5.2 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;
 - 2.5.3 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;
 - 2.5.4 arranging training to assist the teacher in any changing roles the teacher may have as part of the teacher's phased retirement;

- 2.5.5 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;
- 2.5.6 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.

Attracting future teachers

- 2.6 CIT will consult with the Union through the CIT Consultative Committee (CITCC) to develop strategies to assist in attracting and retaining suitable teachers. This will involve development of appropriate strategies and processes, including the conduct of surveys of staff, to assist this objective.

Developing our people

- 2.7 CIT will consult and agree with the union on the development and finalisation of Learning and Development Plans and on the annual key CIT learning and development priorities. CIT and the union will also agree on the equitable use of resources to address these priorities and strategies appropriate for the different categories of teachers. For the purposes of this clause, "resources" includes but is not limited to teachers, time, funding (where required) and equipment.
- 2.8 This Agreement supports a performance culture within the ACT Public Service that promotes ethical workplace conduct and rewards teachers for their contribution towards the achievement of CIT's objectives.
- 2.9 It is acknowledged that performance management is important to teacher development and to ensuring the relationship between corporate, team and individual responsibilities are aligned to individual, team and organisational objectives.
- 2.10 Any performance management schemes in CIT will not include performance pay and will not be used for disciplinary purposes.

Recognising our people

- 2.11 CIT is committed to achieving an environment where teachers feel valued for the contribution they make to achieving organisational goals. The most effective form of recognition is timely and appropriate feedback. CIT will consult with the union on other effective ways of recognising and rewarding the achievement of individuals and work groups.
- 2.12 Any outcomes of this consultation will only be implemented by agreement of CIT and the union.

Ensuring fairness

- 2.13 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 able to contribute to effective decision making and delivery of client service.

- 2.14 CIT will work with teachers to prevent and eliminate discrimination on the basis of sex, sexuality, gender identity, relationship status, status as a parent or carer, pregnancy, breastfeeding, race, religious or political conviction, disability, industrial activity, age, profession, trade, occupation or calling, association, or a spent conviction, in accordance with the *Discrimination Act 1991*.

Achieving a better work and life balance

- 2.15 CIT is committed to providing teachers with a work/life balance that recognises the family and other personal commitments of teachers.

Promoting a healthy and safe working environment

- 2.16 CIT is committed to promoting, achieving and maintaining the highest levels of health and safety for all teachers.

- 2.17 CIT will take all reasonable steps and precautions to provide a healthy, safe and secure workplace for the teacher. CIT and all teachers will act in a manner that is consistent with the *Work Health and Safety Act 2011* (WHS Act).

- 2.18 Bullying and harassment and discrimination of any kind will not be tolerated in ACT Government workplaces. It is recognised that bullying and harassment in the workplace has both emotional and financial costs and that both systemic and individual instances of bullying and harassment are not acceptable. Accordingly:

2.18.1 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 in accordance with the Workplace Values and Behaviours provisions in Section H of this Agreement; or

2.18.2 if CIT independently considers that inappropriate behaviour may be occurring, then CIT will respond, as soon as possible, in a manner commensurate with the seriousness of this issue.

- 2.19 Further, given the clear evidence of the benefits and cost effectiveness of workplace health initiatives for both employers and teachers, CIT will develop health and wellbeing policies and programs that promote healthy lifestyles and help maintain a high standard of physical and mental health, along with supporting individual workplace safety and general wellbeing. Such policies and programs may include:

2.19.1 organisational/environmental policies and programs;

2.19.2 awareness and education programs that promote healthy lifestyles and reduce risk factors; and

2.19.3 traditional and non-traditional physical activity programs.

3. Application and Coverage*

- 3.1 This Agreement applies to and covers:
- 3.1.1 # the Chief Executive of the Canberra Institute of Technology on behalf of the Australian Capital Territory; and
 - 3.1.2 persons engaged under the *Public Sector Management Act 1994* (PSM Act) at any time when the Agreement is in operation in one of the classifications in Annex A, except a person engaged as head of service under sections 23C and 23 J of the PSM Act persons engaged as Chief Executive under sections 28 or 30 of the PSM Act, or persons engaged as executives under sections 72 or 76 of the PSM Act.
 - 3.1.3 ACT Territory Authorities and Instrumentalities that engage persons under the PSM Act in classifications listed in Annex A of this Agreement
- 3.2 This Agreement covers:
- 3.2.1 # the Australian Education Union – ACT Branch (AEU)

subject to the Fair Work Commission (FWC)FWC noting in its decision to approve this Agreement that it covers this union.

4. Commencement and Duration*

- 4.1 This Agreement will commence operation seven days after it is approved by FWC.
- 4.2 The nominal expiry date of this Agreement is 30 June 2017.
- 4.3 # CIT, teacher representatives and the union 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.

5. Operation of the Agreement*

- 5.1 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.
- 5.2 Applicable legislation includes:
 - 5.2.1 *Fair Work Act 2009* (Cth) (FW Act);
 - 5.2.2 *Public Sector Management Act 1994* (ACT) (PSM Act);
 - 5.2.3 Public Sector Management Standards (PSM Standards);
 - 5.2.4 *Work Health and Safety Act 2011* (ACT) (WHS Act);
 - 5.2.5 *Holidays Act 1958* (ACT) (Holidays Act);
 - 5.2.6 *Territory Records Act 2002* (ACT) (TR Act);

5.2.7 *Safety, Rehabilitation and Compensation Act 1988* (Cwth) (SRC Act);
and

5.2.8 [#] *Canberra Institute of Technology Act 1987* (ACT).

5.3 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.

5.4 This Agreement prevails over ACT legislation, including the PSM Act and the PSM Standards and relevant policy statements and guidelines to the extent of any inconsistency.

6. Agreement Availability

6.1 Copies of this Agreement will be made available, in paper or electronic form, to all teachers covered by the Agreement.

7. Authority of Chief Executive*

7.1 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 the ACTPS, subject to directions, except for this power of delegation.

7.2 This does not limit the power of the Chief Executive to authorise a person to act for and on the Chief Executive's behalf.

7.3 [#] The powers conferred through the operation of subclause 7.1 will not be subdelegated.

7.4 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 7.1.

8. Variation to the Agreement

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

9. Termination of Agreement

9.1 CIT and the union covered by this Agreement agree that the maintenance of, and adherence to, agreed terms and conditions of employment is a key component of good workplace relations and a dispute free workplace. They therefore agree that they will not exercise their right to terminate this Agreement under the FW Act.

Section B: Employment at Canberra Institute of Technology

10. Types of Employment*

- 10.1 A teacher will be engaged under the PSM Act in one of the following categories:
- 10.1.1 Permanent employment on a full-time or permanent part-time basis, including appointment with or without probation; or
 - 10.1.2 [#] 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 teaching only employment; or
 - 10.1.3 [#] 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
 - 10.1.4 Casual employment.
- 10.2 Teachers engaged on a part-time basis will receive, on a proportionate basis, equivalent pay and conditions to those of full time teachers.

11. Selection Committees[#]

- 11.1 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 Level 1 vacancies; for all other vacancies at the level of Teacher Level 2 or higher, the selection committee will comprise a Joint Selection Committee (JSC).
- 11.2 The Chief Executive will not convene a selection committee except as prescribed by this Agreement.
- 11.3 A selection committee must make a recommendation based on the principles of merit as set out in the PSM Act and Standards.

Selection Advisory Committee

- 11.4 Where a Selection Advisory Committee has been nominated by the Chief Executive for a vacancy at Teacher Level 1 it should normally comprise three members.
- 11.5 A Selection Advisory Committee will be chaired by the representative nominated as the Chairperson by the Chief Executive.

Joint Selection Committee

- 11.6 A Joint Selection Committee will be constituted by:
- 11.6.1 a convenor nominated by the Chief Executive, or Delegate;

- 11.6.2 a person nominated by the Chief Executive, or Delegate; and
 - 11.6.3 a nominee from a list of nominees supplied by the union from which CIT will select a member.
 - 11.7 Upon request from the union the Chief Executive or Delegate will provide the union with a list of teachers who have undertaken appropriate selection panel training. CIT will actively promote this training to all teachers.
- 12. Probation[#]**
- 12.1 Probation is a component of the process of appointment as a permanent teacher.
 - 12.2 Where a teacher is appointed on probation under the *Public Sector Management Act 1994*, the period of probation will normally be 12 months.
 - 12.3 Confirmation of appointment will be subject to satisfactory assessment by a panel. The panel will evaluate the teacher's:
 - 12.3.1 diligence;
 - 12.3.2 efficiency;
 - 12.3.3 conduct; and
 - 12.3.4 professional/on-the-job performance.
 - 12.4 A probationary teacher assessment of diligence, efficiency, conduct and professional/on-the-job performance will be part of his/her Performance Plan. For the purpose of the probationary process only the relevant panel may have access to a teacher's Performance Plan and any associated materials.
 - 12.5 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.
 - 12.6 Probation will provide a supportive process for the teacher during which mutual evaluation and decisions about permanent appointment can be made.
 - 12.7 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.
 - 12.8 The termination of the appointment of a teacher on probation will be in accordance with section 70 of the PSM Act.
 - 12.9 A decision of the Chief Executive under subclause 12.8 to terminate the appointment of a teacher on probation is excluded from the internal review procedures at Section I and appeal mechanisms at Section J of this Agreement.

- 12.10 To avoid doubt, a teacher on probation is able to seek a review of the teacher's probation under Section I (Internal Review Procedures), except in relation to a decision to terminate the teacher's employment.
- 12.11 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 12.3.
- 12.12 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.

13. Temporary Teacher Employment Arrangements[#]

Short-Term Temporary Employment

- 13.1 Any person seeking to be employed as a short-term temporary teacher (up to and including 12 months duration) must apply annually for placement on a temporary employment register. Advertisements calling for applications for temporary employment with CIT will be via the ACT Public Service Gazette and The Canberra Times (as a minimum) at times to be determined by CIT.
- 13.2 Where teaching college/divisions seek to engage a teacher from the register, applications will be assessed and ranked in order of suitability.
- 13.3 A short-term temporary employment contract may be extended up to a maximum of 12 months only.

Long-Term Temporary Employment

- 13.4 Where a long-term temporary employment contract has been previously advertised in the ACT Public Service Gazette or press and filled as a result of an appropriate merit selection process, it may be extended up to a maximum of 5 years. Merit selection will be in accordance with the provisions of the PSM Act.

Teaching Only Temporary Employment

- 13.5 The 'Teaching Only' temporary category of employment will be used for the further engagement of eligible casual teachers only. Casual teachers are eligible for a 'Teaching Only' employment contract where:
 - 13.5.1 the teacher has regular and systematic employment over two consecutive semesters and has undertaken direct teaching activity at no less than 144 hours during each individual semester; and
 - 13.5.2 The teaching college/division has identified a need for continuation of direct teaching activity, beyond the previously worked two consecutive semesters. Where the need is not strictly direct teaching activity (as defined at subclause 20.2), an alternative form of employment must be considered.

- 13.6 The working contribution for a teacher on a Teaching Only temporary employment contract will reflect the hours spent on activities as identified in subclause 20.5. This working contribution will be inclusive of the hours of Direct Teaching plus an additional 30 minutes for each hour of teaching to perform the other duties identified in paragraph 20.5.1 to 20.5.3. For example, where there is 10 hours of direct teaching activity required the teacher's contract would reflect a 15 hour total working contribution.
- 13.7 Teaching Only teachers will be entitled to all salary and conditions of service consistent with those of a short-term temporary teacher, except that:
- 13.7.1 Teaching Only teachers have a contract that clearly identifies periods where they are not teaching which will be considered as mandatory unpaid stand down;
 - 13.7.2 Mandatory unpaid stand down will not count as service for personal and annual leave but will not break continuity of service for any purpose;
 - 13.7.3 Mandatory unpaid stand down will occur during periods normally associated with non-teaching periods; and
 - 13.7.4 Teaching Only teachers will not be entitled to paid non-attendance.
- 13.8 Teaching Only temporary employment may be offered for a maximum duration not exceeding 12 months.
- 13.9 Casual teachers eligible for Teaching Only temporary employment will be provided with information concerning the conditions of employment applicable to the Teaching Only category.
- 13.10 Eligible casual teachers will be offered an opportunity to take up Teaching Only temporary employment and must elect in writing to accept either Teaching Only temporary employment or alternatively a further casual engagement.
- 13.11 A current Teaching Only teacher, who has been employed consecutively for a sufficient period of time, may request the employer appropriately advertise the position as either a permanent position, or temporary employment position of at least 24 months.
- 13.11.1 For the purpose of subclause 13.11 only, a sufficient period of time means employment over four consecutive semesters with an average of 8 hours or more per teaching week. This may be either achieved totally through casual employment or through a combination of casual, temporary and Teaching Only temporary employment.
 - 13.11.2 Subclause 13.11 will be applied retrospectively.
 - 13.11.3 The employer must action the teacher's request subject to operational constraints.

13.11.4 The selection process associated with this subclause will be in accordance with the normal merit-based recruitment processes.

13.12 A teacher who is engaged under a Teaching Only Category of employment may only revert to a casual engagement where there has been a break in service of no less than 3 months.

13.13 Further details on temporary employment are contained in the following clauses:
Subclause 12.12 (probation for temporary teachers);
Clause 45 (Short-term Higher Duties Arrangements – Less Than Six Months); and
Clause 46 (Longer Term Higher Duties Arrangements – More Than Six Months).

14. Casual Teacher Employment Arrangements[#]

14.1 CIT, its teachers and the union 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.

14.2 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 engage the person on a basis other than casual employment. This includes engagement on a temporary or permanent basis or where the teacher is eligible a temporary teaching only basis.

14.3 Any person seeking to be employed as a casual teacher must apply annually for placement on a casual/temporary employment register. Advertisements calling for applications for temporary employment with CIT will be via the ACT Public Service Gazette and the Canberra Times (as a minimum) at times to be determined by CIT. An order of merit will be determined by CIT delegate. Applications received throughout the year will be assessed and ranked against the existing order of merit for applications.

14.4 A current casual teacher who has been employed consecutively for a sufficient period of time may request the employer to appropriately advertise the position as either a permanent position or contract position of at least 24 months.

14.4.1 For the purpose of subclause 14.4 only, a sufficient period of time means employment over four consecutive semesters with no less than 144 hours during each individual semester. This may be achieved either totally through casual employment or through a combination of casual and temporary employment (including Teaching Only).

14.4.2 Subclause 14.4 will be applied retrospectively.

14.4.3 The employer must action the teacher's request subject to operational constraints.

- 14.4.4 The selection process associated with this subclause will be in accordance with the normal merit-based recruitment processes.
- 14.5 The position referred to in subclause 14.4 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.
- 14.6 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.
- 14.7 An unpaid break of up to 63 weeks may be taken by casual teachers for the following purposes:
- 14.7.1 caring for a newborn, adopted or fostered child or a child placed in accordance with a care and protection order;
 - 14.7.2 study approved by CIT;
 - 14.7.3 personal illness/injury or caring for a member of their immediate family or household;
 - 14.7.4 accompanying a spouse interstate or overseas;
 - 14.7.5 any other reason approved by CIT;
- and will neither be counted as part of the four semesters required under subclause 14.4, nor affect the continuity of that four semester period.
- 14.8 No action is permitted to be taken which will unfairly circumvent the operation of this clause.
- 14.9 Casual teachers are not entitled to any paid leave (excluding Long Service Leave) including annual leave, compassionate leave, personal, maternity or carer's leave. The casual payment rates prescribed in clause 51 (Casual Teaching Rates of Pay) include a component to compensate casual teachers for this and for the casual nature of the employment.
- 14.10 Related conditions for casual employment are also contained in the following clauses:
- Clause 51 (Casual Teaching Rates of Pay);
 - Clause 52 (Casual Teacher Payment for Scheduled Classes); and
 - Clause 158 (Casual Teaching Facilities).

15. Filling a Nominally Vacant Position Exceeding Twelve Months[#]

15.1 Following a request for information concerning positions vacant for a continuous period exceeding 12 months, CIT agrees to advise the union of the circumstances and feasibility of proceeding to fill nominated positions on a permanent basis.

16. Notice of Termination*

16.1 [#] 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*.

16.2 Where a teacher's employment is to be 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.

16.3 The period of notice required in subclause 16.2 may be reduced by agreement in writing between the teacher and the Chief Executive.

17. Flexibility Term*

17.1 The Chief Executive 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).

17.2 The provisions of this Agreement that the Chief Executive and an individual teacher may agree to vary through an individual flexibility arrangement are:

17.2.1 vacation childcare subsidy (subclause 70.1);

17.2.2 family care costs (subclause 71.1); and

17.2.3 [#] Scheduling of Meetings and Other Activities (subclause 69.2),

17.3 The Chief Executive must ensure that the terms of the individual flexibility arrangement:

17.3.1 are about matters that would be permitted if the arrangement were an enterprise agreement;

17.3.2 does not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and

17.3.3 will result in the teacher being better off overall than the teacher would have been if no individual flexibility arrangement were agreed to.

17.4 The Chief Executive must ensure that the individual flexibility arrangement:

17.4.1 identifies the clause identified at subclause 17.2 of this Agreement that the Chief Executive and the teacher have agreed to vary;

- 17.4.2 sets out details of how the arrangement will vary the effect of the clause;
 - 17.4.3 includes details of how the teacher will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 17.4.4 states the day the arrangement commences.
 - 17.5 An individual flexibility arrangement made under this clause must be genuinely agreed to by the Chief Executive and the individual teacher.
 - 17.6 Except as provided in paragraph 17.7.2, 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.
 - 17.7 The Chief Executive must ensure that an individual flexibility arrangement made under this clause must be in writing and signed:
 - 17.7.1 in all cases - by the teacher and the Chief Executive; and
 - 17.7.2 if the teacher is under eighteen – by a parent or guardian of the teacher.
 - 17.8 The Chief Executive must give the teacher a copy of an individual flexibility arrangement made under this clause within fourteen days after it is agreed to.
 - 17.9 The Chief Executive or the teacher may terminate the individual flexibility arrangement:
 - 17.9.1 by giving written notice of no more than twenty eight days to the other party to the arrangement; or
 - 17.9.2 if the Chief Executive and the teacher agree in writing – at any time.
 - 17.10 The right to make an individual flexibility arrangement under this clause is in addition to, and is not intended to otherwise affect, the right of the Chief Executive and an individual teacher to make an agreement under any other provision of this Agreement.
- 18. Additional Conditions/Employment Arrangements[#]**
- 18.1 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.
 - 18.2 CIT may determine that there is a need for additional employment conditions/arrangements to meet its operational requirements, from time to time.
 - 18.3 The terms and conditions are to be agreed between CIT and the union.
 - 18.4 The application of the arrangements to individual teachers will be CIT's decision.

19. Working Contribution and Attendance[#]

- 19.1 CIT recognises the professional contribution that teachers make to the delivery of educational outcomes for students.
- 19.2 All teachers are required to contribute to CIT's performance culture by supporting the achievement of quality educational experiences and outcomes, as set out in clause 27 (Setting My Direction).
- 19.3 The expected working contribution, in terms of performance, for permanent, temporary and temporary teaching only teachers will be as agreed in their Performance Plans.

Working Contribution

- 19.4 Full time teachers are expected to make a working contribution of 36 hours and 45 minutes per week. The 36 hours and 45 minutes associated with this working contribution will be used for calculating salary payments and leave accruals/deductions.
 - 19.4.1 A teacher's working contribution will ordinarily be spread over 5 days (Monday to Friday) unless otherwise agreed to by the teacher and their Head of Department.
- 19.5 The working contribution and teaching loads for a part-time teacher are pro-rata based on their part-time fraction.

Teaching Loads

- 19.6 Consistent with other provisions of this Agreement, permanent and temporary teachers will access periods of:
 - 19.6.1 Annual Leave (20 working days);
 - 19.6.2 Paid Non-attendance (20 working days) (excluding Teaching Only teachers); and
 - 19.6.3 Christmas Closedown (10 working days – inclusive of public holidays)The remainder of the calendar year will constitute nominal teaching weeks.
- 19.7 With the exception of Christmas Closedown, the above periods and the actual periods of teaching activity within the nominal teaching weeks will be determined through consultation locally to ensure each department operates with flexibility and according to their local needs, taking into account principles outlined in Section E (Flexible Working Arrangements and Employee Support).
- 19.8 Teachers are required to complete their allocated teaching load within the nominal teaching weeks as outlined above.
 - 19.8.1 To maximise flexibility and to meet client demand, teachers' annual teaching load may be performed in no fewer than 30 weeks.

- 19.9 Within the working contribution above the following teaching loads will apply:
- 19.9.1 The maximum teaching load (excluding overtime) of full-time Teacher Level 1 and Teacher Level 2 teachers is **720 DE** hours each year.
 - 19.9.2 The maximum teaching load of Manager Education – Level 1 teachers is as negotiated with their supervisor but cannot exceed **378 DE** hours each year.
 - 19.9.3 The maximum teaching load of Manager Education – Level 2 teachers is as negotiated with their supervisor but cannot exceed **90 DE** hours each year.
 - 19.9.4 The maximum teaching load for teachers in EDS designated positions is 90 hours DE each year.
- For DE calculations see subclause 19.12 below.
- 19.10 The scheduling of teaching duties will be negotiated between the teacher and the Head of Department/Director with the objective of a mutually agreed arrangement which is consistent with the needs of CIT and taking into account the work and life balance of the teacher as outlined in Section E (Flexible Working Arrangements and Employee Support).
- 19.10.1 Should such an agreed arrangement not be possible, CIT will require the teacher to perform teaching as directed. Where the teacher disagrees with this decision, the Dispute Avoidance/Settlement Procedures at clause 104 of this Agreement may be used to assist in resolving the matter.
- 19.11 Duties other than teaching (as defined at clause 20) will continue to be performed during the nominal teaching weeks provided at subclause 19.6.
- 19.12 For the purposes of calculating annual teaching load the following provisions for calculating Daylight Equivalent will apply:
- 19.12.1 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; and
 - 19.12.2 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.
- 19.13 Teachers may be required to attend work between 8.00 a.m. and 10.00 p.m. Monday to Friday. 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 ‘Duties Other Than Teaching’ for the purposes of subclause 19.4. This may be varied subject to parameters agreed by CIT and the union.
- 19.14 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:

- 19.14.1 for less than six hours or more than eight hours on any day, and
- 19.14.2 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.
- 19.15 The required hours of attendance for a part-time teacher are pro-rata based on their part-time fraction.

Attendance Requirements

- 19.16 The 'working contribution' does not necessarily require a workplace attendance of 36 hours and 45 minutes.
- 19.17 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.
- 19.18 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.
- 19.19 Subject to the other provisions contained in this clause, teachers will negotiate with their manager regarding their individual workplace attendance requirements, consistent with the needs of CIT and taking into account the work and life balance of the teacher as outlined in Section E (Flexible Working Arrangements and Employee Support).
 - 19.19.1 Manager Education – Level 2 teachers and Senior Education Leaders are required to attend the workplace for 36 hours and 45 minutes.
 - 19.19.2 Full-time teachers in an Educational Development and Support (EDS) designated position are required to attend the workplace for 36 hours 45 minutes.
- 19.20 CIT recognises that the demands of the teaching profession may require flexibility regarding attendance. If the teacher and their manager are unable to agree on an appropriate pattern of attendance, the manager may make a decision on the pattern to be applied.
 - 19.20.1 Where the teacher disagrees with this decision, the Dispute Avoidance/Settlement Procedures at clause 104 of this Agreement may be used to assist in resolving the matter.

20. Direct Teaching Activities and Duties other than Teaching[#]

- 20.1 For the purposes of this clause the term "teachers" includes Teacher Level 1 and Level 2, Manager Education – Level 1 and Level 2, and teachers in Educational Development and Support (EDS) designated positions who have a teaching load.
- 20.2 To meet their obligation to fulfil the annual teaching load as prescribed in clause 19 (Working Contribution and Attendance), 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:

- 20.2.1 teaching delivery and assessment in classrooms;
 - 20.2.2 training and assessment in the field;
 - 20.2.3 workplace training and assessment in situ; and
 - 20.2.4 teaching delivery and assessment in distance and online mode.
- 20.3 Subject to subclause 19.12 (Daylight Equivalent Hours), teachers performing direct teaching activities will receive an hour for hour recognition towards their annual teaching load.
- 20.4 To meet their professional obligations teachers (excluding Temporary Teaching Only) are also required to perform duties other than teaching. Duties other than teaching include but are not limited to:
- 20.4.1 student administrative tasks (e.g. student enquiries, Banner tasks);
 - 20.4.2 preparation of teaching materials/courses;
 - 20.4.3 travel time between work sites;
 - 20.4.4 attendance at staff meetings/CIT events (including Open Day and Careers Market);
 - 20.4.5 industry/employer liaison;
 - 20.4.6 student support for domestic and international students;
 - 20.4.7 user choice tasks;
 - 20.4.8 curriculum review and development;
 - 20.4.9 moderation of assessment; and
 - 20.4.10 preparation of short reports relating to teaching area as required i.e. for Board of Review.
- 20.5 Teachers engaged as Temporary Teaching Only will be engaged under contract to perform direct teaching activities as defined by clause 20.2 and for the performance of the following duties (where they specifically relate to the direct teaching activity and the students involved in that direct teaching activity):
- 20.5.1 The preparation of teaching materials/courses;
 - 20.5.2 Travel time between work sites; and

- 20.5.3 Student related administrative tasks (e.g. Student enquiries, recording results in Banner etc. for students taught by the Temporary Teaching Only teacher).
- 20.6 Teachers performing duties other than teaching will receive an hour for hour recognition towards their required attendance hours as prescribed in clause 19 (Working Contribution and Attendance).
- 20.7 Teachers performing teaching or student 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.
 - 20.7.1 Teaching coordination is the primary coordination of a program which involves the management of a number of teachers and casual teaching staff, and includes but is not limited to:
 - 20.7.1.1 Management of assessment processes including, recognition assessment, moderation of assessment between teachers, validity and relevance of assessment tasks, and the development of banks of assessment tasks; and
 - 20.7.1.2 Responsibility for management of teaching team level meetings to disseminate information among teachers and discuss teaching issues, ensuring all teachers apply a consistent and best practice approach to delivery.
 - 20.7.2 Student coordination is the primary coordination of tasks related to students within a teaching college/division or department and includes but is not limited to:
 - 20.7.2.1 Coordinate and conduct information sessions for potential students, pre-enrolment assessment of students, and subsequent enrolment processes ensuring the availability and accessibility of student information and advice.
 - 20.7.2.2 Convening of student advisory committees and groups, and the organisation of student events, excursions, visits, fieldwork, and work experience placements.
 - 20.7.2.3 Assist with the coordination of promotional activities and participate in liaison with other teaching college/divisions and departments in CIT including the representation of program areas on committees and working groups as appropriate.
 - 20.7.2.4 Actively participate in the provision of pastoral care to students and in particular international students, including assisting in the monitoring of attendance, roll books and progress.

- 20.7.2.5 Coordination of the Home Tutor Scheme including the provision of support to volunteers, tutor and student matching, dissemination of information to volunteers and students and maintenance of a volunteer resource collection.
- 20.8 Teachers at all levels may be asked to undertake coordination tasks. The contribution to these tasks by beginning teachers will be limited, to allow for concentrated effort toward the acquisition of teaching skills.
- 20.9 Where a teacher is undertaking coordination tasks, the tasks will be as agreed by the teacher through negotiation with the Head of Department and Director. The agreement will be in writing and may be varied by agreement from time to time.
- 20.10 Should coordination tasks cease to be performed by the teacher the arrangements relating to teaching reductions will also cease and, where requested, the parties will negotiate a replacement teaching load (or other duties) to permit the teacher to complete their annual teaching load.
- 21. Breaks[#]**
- 21.1 There is an expectation that teachers should be able to access reasonable breaks during the working day. The minimum break over a full teaching day is 30 minutes.
- 21.2 The arrangements may vary among teaching college/divisions, taking into account operational requirements. The duration of such a break is not included in the required hours of attendance detailed in clause 19 (Working Contribution and Attendance).
- 22. Overtime[#]**
- 22.1 The purpose of overtime is to provide CIT with the flexibility to deal with short-term and unforeseen demands.
- 22.2 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.
- 22.3 Overtime is available to Teacher Level 1 teachers (excluding those in Educational Development and Support (EDS) designated positions). Overtime is not available to Teacher Level 2 teachers, managers at Manager Education – Level 1 or 2, and Senior Education Leaders.
- 22.4 CIT may require a teacher to work reasonable overtime, payment of which may be made according to subclause 22.15.
- 22.5 A teacher will not be required to teach in excess of 24 hours Daylight Equivalent in a week. 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.

- 22.6 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:
- 22.6.1 any risk to teacher health and safety;
 - 22.6.2 the teacher's personal circumstances including any family responsibilities;
 - 22.6.3 the needs of the enterprise or workplace;
 - 22.6.4 the notice (if any) given by CIT of the overtime and by the teacher of his or her intention to refuse it; and
 - 22.6.5 any other relevant matter.
- 22.7 An annual review of overtime will be conducted. The results for each teaching college/division will be provided to the union 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.
- 22.8 Regular teaching programs will be designed with the aim of minimising overtime consistent with the need to provide teachers with a full teaching load.
- 22.9 The responsibility for ensuring that a teacher has a full teaching load is a shared responsibility between the teacher concerned and their supervisor.
- 22.10 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 subclause 25.16 of this Agreement.
- 22.11 All overtime must be preapproved by the Chief Executive in writing. The Prior Approval for Teacher Overtime form purposefully facilitates this requirement.
- 22.12 At the commencement of this Agreement the limit for teaching overtime will remain at 70 hours per calendar year.
- 22.12.1 From 1 January 2015 the limit for teacher overtime will be 20 hours per calendar year.
 - 22.12.2 Contrary to subclause 64.1, this overtime limit is not subject to pro-rata arrangements for part-time teachers.
- 22.13 Teacher Level 1 teachers will not perform overtime in excess of the limit specified at subclause 22.12 without the prior approval of the Chief Executive (subclause 22.11). Such approval will only be provided in exceptional circumstances.
- 22.13.1 Where overtime in excess of the limit provided at subclause 22.12 is being performed, CIT will review whether the overtime workload warrants the engagement of additional staffing resources or other action as appropriate.

- 22.13.2 Any overtime worked in excess of the limit specified in subclause 22.12 and not approved in accordance with subclause 22.11 will not be paid.
- 22.14 A teacher must apply through their Head of Department for payment of approved overtime to be achieved. CIT is not responsible for the ensuring the teacher makes this application ahead of payment dates provided at subclause 22.15.
- 22.15 Payments may be made as the overtime hours are worked (an immediate payment), or alternatively the teacher may defer payment to either the end of Semester One, or the end of the calendar year (deferred payment) as outlined below.
- 22.15.1 Claims for immediate payment may only be made where the teacher's direct teaching hours of duty exceeds the 24 hours Daylight Equivalent per week. Once approved, such overtime will be paid at the Casual Teaching rate in the next available pay period.
- 22.15.2 Claims for deferred payment to the end of Semester One may be made provided the teacher has exceeded a teaching load of 400 hours. Once approved, each hour in excess of the 400 hours will be paid at the Casual Teaching rate in a single payment in the next available pay period after the semester ends.
- 22.15.3 Claims for deferred payment to the end of the calendar year may be made once the teacher has reached their annual teaching load. Once approved, each hour in excess of the teacher's annual teaching load will be paid at the Casual Teaching rate in a single payment in the last appropriate pay period of the calendar year.
- 22.16 Any overtime payments made to a teacher under paragraph 22.15.1 or 22.15.2 above will be recoverable under clause 56 (Overpayments) where the teacher does not meet their required annual teaching load by the end of the academic year. Amounts recovered under this subclause will be equal to the hours of overtime already paid to the teacher, and at the rate it was originally paid.
- 23. Flextime[#]**
- 23.1 Flextime will be available to full-time and part-time teachers in an Educational Development and Support (EDS) designated position.
- 23.2 For flextime arrangements to work effectively managers and teachers have a responsibility to manage hours of work to ensure that individuals are not building up excessive flex credits.
- 23.3 The span of hours for teachers eligible for flextime provisions will be from 8am to 10pm, Monday to Friday.
- 23.4 Teachers may work outside the span of hours stipulated at subclause 23.3 where a teacher and the manager/supervisor so agree.

- 23.5 A teacher may have a maximum flexitime credit equal to the teacher's normal weekly hours of duty.
- 23.6 There is no provision to cash out flexitime credits either during a period of employment with CIT, or upon separation or transfer out of CIT.
- 23.7 If the teacher ceases employment with CIT, any flexitime debits the teacher has will be recovered from any termination payment owing to the teacher, except in the case of death.
- 23.8 Accrued flexitime credits will be taken at such times and in such a period or periods as are agreed between the teacher and the manager/supervisor and approved prior to taking accrued flexitime. It is the responsibility of both the teacher and the relevant manager/supervisor to take steps to ensure that accrued flexitime credits can be taken as time off, in accordance with this clause.
- 23.9 A teacher not complying with the flexitime provisions may have access to these provisions removed.

24. Record Keeping[#]

- 24.1 CIT will keep records relating to teachers' work, including records about attendance and pay, in accordance with the requirements of the *FW Act* and the *FW Regulations*.
- 24.2 A Working Contribution Form will be available for Teacher Level 1 and Level 2 teachers to record expected attendance. Teachers will be encouraged to use this form.
- 24.3 Manager Education – Level 1 teachers and above, and Educational Development and Support (EDS) designated positions, 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.

25. Managing Teacher Time and Workloads[#]

- 25.1 CIT, its teachers and the union 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 clause is designed to ensure that CIT teachers have a central role in the positioning of CIT for a sustainable and viable long-term future.
- 25.2 The changing nature of vocational education has developed the necessity to examine and introduce changes to the programming of teachers' work.
- 25.3 It is intended in any agreed process relating to managing teacher time and workloads that there will be a recognition of the:
 - 25.3.1 professional empowerment of teachers;
 - 25.3.2 diversity of delivery strategies employed by teachers; and

25.3.3 diversity of working arrangements necessary to support these strategies.

25.4 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.

25.5 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. In acknowledgement of the CIT Teacher Workload Focus Groups conducted in 2013, CIT agrees to commence examining, within 12 months from the commencement of this Agreement, whether or not the below tasks should be dealt with by teaching staff:

Following up non fee paying students	Organising industry placements
Recognition of Prior Learning	Risk management
Collecting & analysing student feedback	Credit transfers
Marketing	Teacher contracts
Curriculum development	Updating training plans
Enrolment	Set up & disassembling
Purchasing	Technology interfacing
Maintenance	

25.6 Good management practice in every teaching college/division includes the regular review of work practice and general procedures in the workplace. Accordingly, teaching college/divisions 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 Performance Plans.

25.7 The Internal Review Procedures contained in Section I provide an avenue for further consideration where a teacher and their teaching college/division leadership are not able to reconcile issues concerning workload management.

25.8 CIT, its teachers and the union acknowledge the importance of recording CIT 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 by 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.

26. Paid Non-Attendance[#]

- 26.1 Teacher Level 1 and Manager Education – Level 1 teachers with classroom teaching duties as specified in clause 19 (Working Contribution and Attendance), will be granted 20 days paid non-attendance leave, the timing of which is subject to approval by the Chief Executive.
- 26.2 Teacher Level 2 teachers will have access to paid non-attendance 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 |
- 26.3 Teachers in Educational Development and Support (EDS) designated positions are not entitled to paid non-attendance time.
- 26.4 Manager Education – Level 2 teachers and Senior Education Leaders are not entitled to paid non-attendance time.

Contributing to a Performance Culture

27. Setting My Direction Framework[#]

- 27.1 The purpose of performance management is to support the achievement of quality educational experiences and outcomes for CIT students through enhancing the quality and currency of teachers' professional practice, and the delivery of organisational goals.
- 27.2 All teachers except casual teachers are required to participate in performance management and to demonstrate growth, experience and contribution over the performance cycle.
- 27.3 Performance management and development is to be undertaken respectfully, consistently and with the motive of supporting and enabling better performance by teachers. This is in keeping with the obligations of CIT to treat its teachers fairly and consistently under the *Fair Work Act 2009*, this Enterprise Agreement, *Public Sector Management Act 1994* and the Public Sector Management Standards 2006.
- 27.4 To be most effective, the execution of the performance framework requires an environment of trust, mutual responsibility and two-way communication. This is facilitated by empowering an environment of mutual obligation through open feedback and communication between teachers and their supervisors and managers.

- 27.5 All teachers and their managers have roles and responsibilities to implement performance management and development.
- 27.6 Effective, ongoing, informal feedback and discussion of performance is critical for forming a sound understanding of expectations and building resilient working relationships within teams and between managers and teachers.
- 27.7 A teacher's performance must be formally assessed over a set period of time, usually a 12 month period. It provides a record of the agreed goals and performance indicators, exchange of feedback and evidence of performance discussion between managers and teachers, teacher achievement and areas of improvement. This also includes an agreed process for ongoing discussion and review.
- 27.8 The CIT performance management cycle occurs over a calendar year and Performance Plans must be agreed by the end of February each year.
- 27.9 This formal process through which goals are agreed at the commencement of the CIT performance cycle, reviewed at the mid-point and assessed at the conclusion of the cycle must be conducted by teachers and their supervisors/managers in a formal manner, with records kept using the CIT Performance Plan, and signed by both.
- 27.10 In a matrix organisation, an employee may have both horizontal responsibilities to a project team manager, as well as vertical positional responsibilities to a functional manager. In such cases, the development of a Performance Plan will be negotiated between the employee and both managers.
- 27.11 New staff are required to negotiate a Performance Plan within one month of commencing employment. This is a shared responsibility. All parties are to retain a copy of the agreed Performance Plan.
- 27.12 The details (or a copy) of a teacher's Performance Plan may be shared by the supervisor(s) with the appropriate Director. Only the specific sections of the teacher's Performance Plan that relate directly to individual goals and performance indicators may be shared further where the managers/supervisors appropriately require advice on performance management issues.
- 27.13 Where there is a legal requirement to release information, a teacher's Performance Plan may also be released to a third party at the request of the Chief Executive.
- 27.14 Plans will be framed against the teaching college/division business plans. Ongoing performance feedback is an expectation under this scheme.
- 27.15 Where teachers change roles, or achieve promotion or advancement, their Performance Plan will need to be reviewed and /or re-negotiated with their supervisor within one month of commencement of the new position.
- 27.16 A teacher's Performance Plan may be varied by agreement during the calendar year to reflect changing circumstances.

- 27.17 CIT is responsible for recording whether formal performance management and development assessments have been completed and providing this information to Chief Minister, Treasury and Economic Development Directorate.
- 27.18 Qualitative data on the impact of performance management and development, particularly concerning the value of regular feedback and performance discussions will be gathered by employee satisfaction surveys.

28. CIT Strategic Learning and Development Priorities[#]

- 28.1 By the end of the second semester of each year, the Chief Executive will identify and promote CIT-wide Learning and Development priorities for the forthcoming calendar year. In developing these priorities, the Chief Executive will consider a broad range of information, including business environmental scans, Government direction and input from teaching colleges and divisions.
- 28.2 This robust approach to identifying CIT strategic Learning and Development priorities will involve the People Committee and require sign off by the Board of Management.
- 28.3 CIT Learning and Development priorities will align with the Strategic Plan and be input for the business planning and performance management cycles. This will ensure linkage between current plans regarding CIT direction, Learning and Development needs and the differing learning needs of all parts of CIT.

29. Approach to Learning and Development[#]

- 29.1 CIT is focused on achieving quality educational experiences and outcomes for its students. High quality teaching utilising contemporary approaches in a range of formats is therefore essential. It is vital that teachers have the capabilities to do their current jobs and are supported in identifying and meeting their development needs and the strategic imperatives of CIT.
- 29.2 CIT offers a demonstrated commitment to its teachers by supporting them in enhancing the quality and currency of their teaching practice. This is achieved by:
 - 29.2.1 focusing Learning and Development on a contribution to educational qualification acquisition, in line with advancement requirements and as agreed in Performance Plan, noting that the financial approval process is external to the performance planning process;
 - 29.2.2 supporting continuous acquisition and demonstration of key capabilities in the workplace in line with CIT Learning and Development priorities;
 - 29.2.3 maintaining industry currency throughout a teacher's CIT career; and
 - 29.2.4 enhancing a teacher's vocational qualifications wherever possible.
- 29.3 Teacher Learning and Development funding is offered through:
 - 29.3.1 Individual Teacher Allocations;

29.3.2 The Qualification and Skills Achievement Fund; and

29.3.3 The Strategic Learning and Development Fund.

29.4 An individual teacher's Performance Plan and Learning and Development Plan are critical for outlining what Learning and development is planned to occur during the performance cycle. The completion of such a Plan in alignment with clause 27 (Setting My Direction) is an essential pre-requisite in accessing these funds.

30. Individual Teacher Allocations[#]

30.1 The total pool for the Individual Teacher Allocation will consist of an amount equivalent to 1.0% per annum of teachers' salaries (excluding oncosts).

30.2 The level of individual allocations will:

30.2.1 Comprise of an amount that represents the total pool divided by the number of 'eligible teachers' as defined in subclause 30.3;

30.2.2 Vary according to employment type with full-time teachers attracting a full allocation and part-time teachers attracting a pro-rata allocation; and

30.2.3 be advised by CIT Corporate Services as soon as practicable after eligibility is determined.

30.3 Allocations will be made to all current permanent and temporary teachers employed at the last full pay period in November of each year (excluding those teachers on LWOP for more than 6 months). CIT Human Resources will as far as possible, by the end of the second week of December, determine the list of teachers eligible for individual learning and development fund allocation based upon employment records. Details of the above mentioned determination by CIT Human Resources will be sent to the union prior to the distribution of funds. CIT Corporate Services will be responsible for the distribution of funds and advice to teachers.

30.4 The acquittal of funds is a finance function administered in its entirety by CIT Corporate Services. Reporting to teaching college/divisions to enable better management of individual allocations by teachers will be negotiated with CIT Corporate Services.

30.5 Individual allocations cannot be anticipated.

30.6 In line with CIT Financial Delegations and related policy, financial approval is required in advance of learning and development activity taking place.

30.7 On application to their Heads of Department, using the appropriate financial approval form, teachers may apportion all or part of their allocated funds for any agreed learning and development activity identified, and approved by the Director in their Performance Plan according to the relevant teaching college/division business plan.

- 30.8 Provided that the teacher has allocated funds available, sufficient to meet the cost of a learning and development activity, the Director will approve the expenditure.
- 30.9 Individual allocations may be used to contribute to the participation in Learning and Development activities (including the purchasing of appropriate books and the acquisition of relevant qualifications) or associated interstate travel.
- 30.10 Individual allocations may also be used to contribute to approved CIT products to develop technology for teaching currency.
- 30.10.1 To maintain a consistent approach throughout CIT, despite clause 30.7, expenditure approval will be via the Chief Executive.
- 30.11 All purchased books, hardware or technology remains the property of CIT.
- 30.12 Retrospective payments or reimbursements may only occur where the learning and development activity was identified in the teacher's Performance Plan in accordance with subclause 30.7 above.
- 30.13 Where the allocated funds available are insufficient, the teacher and the Director may reach agreement on funding the learning and development through a combination of Individual Allocation and any discretionary funding that may be available. If discretionary funding is not available the teacher may be assigned priority to undertake agreed learning and development when and if funds do become available.
- 30.14 On 30 November each year, a census of individual learning and development funds will be undertaken by CIT Corporate Services and an allocation will be made available to teachers at 1 January of the following year. Teachers will have two years and eleven months to utilise the allocation.
- 30.14.1 The sum of any excess funds for **active teachers** will be transferred to the **Qualification and Skills Achievement Fund** for the following year.
- 30.14.2 The sum of any excess funds for **terminated teachers** will be transferred to the **Strategic Learning and Development Fund**.
- 30.15 In accordance with paragraph 30.14.1 individual allocations are expected to be spent within the specified period. However:
- 30.15.1 Where teachers are not able to spend their allocation within this timeframe, a deferral of the rollover may be arranged through the discussion of their extenuating circumstances with both their Director and CIT Human Resources.
- 30.15.2 By written agreement with the Director, a teacher may also elect to have their individual allocation assigned to a designated Learning and Development initiative of their teaching college/division, or used to augment the Qualification and Skills Achievement Fund.

31. Qualification and Skills Achievement Fund[#]

- 31.1 The purpose of the Qualification and Skills Achievement Fund is to enhance the skills and qualifications of CIT's teachers, to support them in achieving teaching currency with an industry focus.
- 31.2 The fund is available to make a contribution towards the costs teachers may incur in obtaining skills and qualifications as per subclause 31.1 and to enable career progression.
- 31.3 Funding for the Qualification and Skills Achievement Fund will be via the process outlined in paragraph 31.12.1, and without creating precedent, may be supplemented by CIT through its normal budgetary process.
- 31.4 Distribution of available funding through reimbursement to teaching college/divisions will be calculated as the total available funds divided by the total FTE of each teaching college/divisions' teachers. Except where:
 - 31.4.1 There is a greater qualification need in one or more area over others. For example, where there may be the introduction of a new higher level qualification to be taught or where fewer teachers than required have required qualifications.
 - 31.4.2 Should flexibility in this area be required, it will be a decision made by the Deputy Chief Executive after consultation with the Academic Board.
- 31.5 Advice on teaching college/divisions on the use and acquittal of qualification and achievement funds is a finance function and will be administered in its entirety by CIT Corporate Services in conjunction with teaching college/divisions.
- 31.6 Teachers wishing to access qualification and skills achievement funding must apply to their Director prior to committing to a learning and development program or a program of study for a relevant qualification. Directors may approve applications provided the qualification or learning and development has been set out in the teacher's Performance Plan and Learning and Development Plan.
- 31.7 In considering applications for funding, Directors may take the following factors into consideration:
 - 31.7.1 The relative priority of the qualification or learning and development to the teaching college/divisions' priorities as set out in its business plan;
 - 31.7.2 The relative priority for the individual teacher to acquire such a qualification or skill within this framework;
 - 31.7.3 The cost benefit of the proposal;
 - 31.7.4 Whether the teacher has nominated to apply their Individual Allocation toward the cost of obtaining a qualification or skill or the individual allocation has been otherwise committed; and

31.7.5 Whether alternative approaches exist.

31.8 At the end of each calendar year unspent funding will be transferred to the Strategic Learning and Development Fund.

31.9 In addition to the provision of qualification and skills achievement funding, CIT may also continue to offer teacher education programs in house under favourable arrangements.

31.10 Access to funding support is separate to access to the studies assistance procedures. The latter provides, subject to operational requirements, for access to paid leave for study purposes.

32. Strategic Learning and Development Fund[#]

32.1 The purpose of the Strategic Learning and Development Fund is to support CIT Strategic Learning and Development priorities and to address common CIT learning needs.

32.2 Funding for the Strategic Learning and Development Fund will be via the process outlined in paragraph 30.14.2 and 31.8, and without setting any precedent this fund may also be supplemented by CIT through normal budgetary process.

32.3 Teaching colleges/divisions will have input each year into advising of their Learning and development needs through the performance management process, and having input into which CIT Strategic Learning and Development priorities will be addressed corporately.

32.4 The provision of Learning and development activities through this fund will be administered by CIT Human Resources, with input from the Teacher Education department and other departments as required.

32.5 Teachers will be advised of the availability of learning and development activities.

33. Learning and Development Administration[#]

33.1 Financial reports will be provided to the Finance and Performance Board by CIT Corporate Services.

33.2 These reports may inform future Learning and development priorities by the People Committee.

33.3 Usage and relevant and appropriate financial information will be provided to the union in July and January of each year in relation to information on overall personal Learning and Development funds, the Strategic Learning and Development Fund and the Qualification and Skills Achievement Funds.

34. Reward and Recognition[#]

34.1 CIT is committed to achieving a positive performance environment that values the contribution of teachers to achieving organisational goals. Key to this is the building and consolidation of professional relationships between teachers and

their managers through the provision of regular, timely and constructive feedback, recognition of performance and by discussing mutual expectations about working relationships.

- 34.2 This commitment recognises and rewards teachers for their contribution, but does not include the use of performance pay.
- 34.3 CIT will participate in the annual Commissioner for Public Administration Awards that have been developed to complement existing Agency-based reward and recognition schemes.
- 34.4 CIT, its teachers and the union will consult on other effective ways of recognising and rewarding the achievement of individuals and work groups. Any outcomes of this consultation will only be implemented by the agreement of the CIT and the union.

35. Reduction in Teaching Load for Learning and Development[#]

- 35.1 Teachers are required to undertake learning and development each year to contribute to their professional development.
- 35.2 Teachers may access a reduction to teaching load of up to 36 teaching hours per year for Learning and development activities, provided that evidence is provided of completion of Learning and development requirements agreed as part of the Performance Plan.
- 35.3 Directors may exercise discretion to provide appropriate resources for completion of such Learning and development, bearing in mind the need to maintain appropriate work-life balance.

36. Teacher Education[#]

- 36.1 For all permanent, temporary and eligible casual teachers (as defined at subclause 13.5) CIT will offer internally the required qualifications defined at clause 40 of this Agreement free of charge.
- 36.2 For all permanent and temporary teachers on a contract of 3 years or more, a reduction of 250 hours in teaching load will be available for the attainment of teaching qualifications appropriate and acceptable to CIT. This reduction will:
 - 36.2.1 incorporate the annual 36 hour reduction in teaching load for learning and development as set out in clause 35 (Reduction in Teaching Load for Learning and Development); and
 - 36.2.2 will be lessened, if necessary, to match the number of completed nominal hours in which the teacher is enrolled.
- 36.3 This reduction will be financed and administered centrally by CIT Corporate Services. Funds equivalent, up to the maximum reduction of 250 hours, will be distributed to teaching college/divisions on approval of agreed studies to be undertaken. If a teacher completes less than the agreed nominal hours funded

then the teaching college/divisions will reimburse CIT Corporate Services the difference.

- 36.4 Unexpended funds from any pool created will either be returned to teaching college/divisions at the end of the budget year or carried over to the pool of the next budget year.
- 36.5 In the case of teachers employed on temporary contracts of less than 3 years, any reduction will be approved by the relevant Director in consultation with the Head of Department and the teacher. Despite subclause 36.3, funding for this reduction will be financed and administered by the applicable department. If the temporary teacher is subsequently made permanent, the teacher will be entitled to the balance up to 250 hours as defined at subclause 36.2 above.

Section C: Rates of Pay and Allowances

37. Pay Increases

- 37.1 Teachers will be paid in accordance with the teacher's classification and rates of pay set out in Annex A to this Agreement.
- 37.2 Pay increases for all classifications set out in Annex D of this Agreement will apply as follows:
- 37.2.1 \$2,090.00 or 2% per cent, whichever is the greater, effective from 1 July 2013. This increase will be paid no later than the second pay day following the commencement of this Agreement; and any back pay will be paid as soon as reasonably possible, and
- 37.2.2 Two 1.5% increases payable from the first pay period on or after 1 July 2014 and 1 April 2015; and
- 37.2.3 Two 1.5% increases payable from the first pay period on or after 1 October 2015 and 1 April 2016; and
- 37.2.4 Two 1.5% increases payable from the first pay period on or after 1 October 2016 and 1 April 2017.
- 37.3 A person who was a teacher at CIT on 1 July 2013, and who separated from CIT before the commencement 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.

38. Method of Payment

- 38.1 Teachers will be paid fortnightly in arrears and by electronic funds transfer into a financial institution account of the teacher's choice.
- 38.2 CIT commits to paying teachers their ordinary fortnightly pay and allowances on the appropriate payday. CIT also commits to paying any shift penalties, overtime payments and higher duties allowance as soon as reasonably possible but not later than within two pay periods of the appropriate authorisation having been received by the relevant corporate area.
- 38.3 The ordinary fortnightly pay will be based on the following formula:
- $$\text{Fortnightly pay} = \text{annual rate of pay} \times 12 / 313$$
- 38.4 A part-time teacher will be paid pro-rata based on the teacher's agreed ordinary hours.
- 38.5 A teacher will, with the approval of the Chief Executive, be advanced the pay due for any period of approved paid annual or long service leave. Advancement of pay will be subject to payroll processing timeframes. The approval of the Chief Executive will not be unreasonably withheld.

39. Pay Points, Increments and Advancement*

- 39.1 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 first pay point for the classification level.
- 39.2 [#] 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 39.7. The Chief Executive will take into consideration such factors as referred to in subclause 39.9.
- 39.3 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.
- 39.4 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.
- 39.5 [#] A teacher is entitled (subject to the advancement requirements at subclause 39.7, and no action being taken against the teacher for underperformance (under clause 118) or misconduct (under clause 120)) 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.
- 39.6 [#] 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.
- 39.7 [#] Increment advancement under this clause is subject to qualification requirements set out at clause 40.
- 39.8 [#] Subject to a teacher meeting the advancement requirements of subclause 39.7, accelerated incremental advancement may occur as follows:
- 39.8.1 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.
- 39.8.2 the Chief Executive may approve the payment of additional accelerated increments to the teacher:
- 39.8.2.1 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
- 39.8.2.2 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 39.2).

39.9 In considering whether to approve a payment at a higher pay point (as per subclause 39.2), or accelerated advancement (as per subclause 39.8), the Chief Executive will take into account such factors as:

39.9.1 the teacher's:

39.9.1.1 qualifications; and

39.9.1.2 relevant work and personal experience; and

39.9.1.3 current pay; and

39.9.1.4 ability to make an immediate contribution; and

39.9.2 difficulties in attracting and retaining suitable teachers.

40. Qualification Requirements[#]

40.1 CIT is focussed on high quality teaching and adheres to the requirements set by the Australian Skills Quality Authority (ASQA), and in the case of higher education, the Tertiary Education Quality and Standards Agency (TEQSA). The following clauses set out the qualification requirements for each CIT teacher classification, as provided by the Standards for Registered Training Organisations (RTOs) 2014.

40.2 All casual teachers with teaching responsibilities must:

40.2.1 as at the commencement of this Agreement:

40.2.1.1 hold or complete a Training and Assessment Certificate IV level qualification (such as a TAE40110 or equivalent) within twelve months of their initial engagement as a casual employee under this Agreement. During this 12 month period, where this qualification is not held the teacher will be supervised according to current Standards for RTOs until such time as the full qualification has been achieved.

40.2.2 as at 1 January 2016:

40.2.2.1 hold or complete a Training and Assessment Certificate IV level qualification (such as a TAE40110 or equivalent) within twelve months of their initial engagement as a casual employee under this Agreement; or

40.2.2.2 where the full qualification is not held, hold as a minimum prior to employment, qualifications required by the Standards for RTOs; and

40.2.2.3 be supervised by a suitably qualified person.

- 40.3 Where a casual teacher fails to obtain a Training and Assessment Certificate IV level qualification (such as a TAE40110 or equivalent), as required by subclause 40.2, they will be ineligible to be selected for future engagements (supervised or otherwise) until they have met the full qualification requirements.
- 40.3.1 A casual teacher may apply to the Chief Executive for an extension under this subclause where exceptional circumstances have prevented the teacher from obtaining the required qualification. Applications for extensions must be submitted prior to the allotted 12 month period coming to an end.
- 40.4 All new teachers at Teacher Level 1.1 to Teacher Level 1.6 with teaching responsibilities must:
- 40.4.1 as at the commencement of this Agreement:
- 40.4.1.1 hold or complete a Training and Assessment Certificate IV level qualification (such as a TAE40110 or equivalent) within twelve months of engagement. Where this qualification is not held the teacher will be supervised according to current Standards for RTOs until such time as the full qualification has been achieved.
- 40.4.2 as at 1 January 2016:
- 40.4.2.1 hold or complete a Training and Assessment Certificate IV level qualification (such as a TAE40110 or equivalent) within twelve months of engagement; or
- 40.4.2.2 where the full qualification is not held, hold as a minimum prior to employment as a teacher in any form, qualifications as required by the Standards for RTOs; and
- 40.4.2.3 be supervised by a suitably qualified person.
- 40.5 Where any teacher fails to successfully complete the Training and Assessment Certificate IV level qualification (such as a TAE40110 or equivalent), as required by subclause 40.4, their employment with CIT will be ceased in accordance with the *Public Sector Management Act 1994*.
- 40.5.1 Following a written request to the Chief Executive, supported by the relevant director, additional time to complete may be approved by the delegate. Written requests must be received and considered no later than one month from the teacher's first anniversary date.
- 40.5.2 Where the Chief Executive has accepted the extenuating circumstances, the teacher's incremental advancement in line with clause 39 (Pay Points, Increments and Advancement) will not occur (or be paid) until the date the teacher has achieved the required qualification and has had it recognised by the delegate.

- 40.6 CIT Managers are prohibited from re-engaging any person, in any teaching capacity (under supervision or otherwise), where that person had been previously employed as a CIT teacher and accessed the full 12 month period provided at subclause 40.2 or 40.4 above, unless that teacher holds the full required qualification prior to their engagement.
- 40.7 All existing teachers, permanent and temporary at the commencement of this Agreement, who do not hold a Training and Assessment Certificate IV level qualification (such as a TAE40110 or equivalent) will, despite clause 39, remain in their current increment level until such time as they complete the full qualification.
- 40.7.1 Teachers subject to this subclause will be supervised according to the Standards for RTOs for the duration of their unqualified engagement with CIT.
- 40.7.2 Once a qualification has been fully achieved, teachers will continue to increment according to clause 39. Teachers will not be entitled to skip increments in any way as a result of this subclause.
- 40.8 All teachers at Teacher Level 1.7 must, as at the commencement of this Agreement and beyond, hold a full Training and Assessment Certificate IV level qualification (such as a TAE40110 or equivalent) and a Diploma of Vocational Education and Training (or equivalent).
- 40.9 All teachers at Teacher Level 1.8 and above must, as at the commencement of this Agreement and beyond, hold a full Training and Assessment Certificate IV level qualification (such as a TAE40110 or equivalent) and an Advanced Diploma in Adult Learning & Development (or equivalent).
- 40.9.1 A Bachelor degree in Education, Management or a relevant industry specialisation is desirable at Manager Education – Level 1 and highly desirable at Manager Education – Level 2.
- 40.10 All teachers at Teacher Level 1 or Level 2 are required to have relevant industry experience and vocational qualifications equal to that being taught, or as specified in the applicable training package or accredited curriculum specifications.
- 40.11 For managers at or above Manager Education – Level 1:
- 40.11.1 Vocational qualifications are highly desirable;
- 40.11.1.1 Where managers engage in direct teaching activity (anywhere within CIT) subclause 40.9 will also apply to them; and
- 40.11.2 Industry experience is highly desirable (although this does not have to be in the disciplines being supervised).
- 40.12 In the case of Higher Education programs, all teachers are required to hold qualifications at a higher level to the qualification being taught. Teachers will be encouraged and supported through the Qualifications and Skills Achievement Fund to obtain the required qualifications.

41. Promotion after Acting (Streamlining of Permanent Teachers on Higher Duties) [#]

- 41.1 These procedures are in line with the *Public Sector Management Act 1994* and the principles of merit selection.
- 41.2 The streamlining process may be initiated by CIT or on request by an individual teacher.
- 41.3 The Chief Executive may approve the promotion of a permanent teacher into a nominally vacant position without an additional selection process where:
- 41.3.1 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 or whilst acting in that position; and
 - 41.3.2 the vacant position was initially advertised for a minimum period of six months with the possibility of an extension; and
 - 41.3.3 organisational requirements and financing for the position exist; and
 - 41.3.4 on reasonable grounds an additional merit selection process would not identify a more meritorious applicant than the position's present occupant; and
 - 41.3.5 immediately before the promotion, the teacher's manager assesses the teacher against the selection criteria for the position as satisfactory; and
 - 41.3.6 there is no potentially or actually excess permanent teacher suitable to be placed in the position.
- 41.4 For the purposes of paragraph 41.3.1, 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.
- 41.5 For the purposes of paragraphs 41.3.1, 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:
- 41.5.1 advertisement of the position in the Online Employment Gazette of the ACTPS and any relevant ACT Government publications; and
 - 41.5.2 comparative assessment of suitable applicants for the position, if there is more than one applicant; and
 - 41.5.3 selection based on the recommendation of a Joint Selection Committee.
- 41.6 The promotion of a teacher in accordance with subclause 41.3 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 J (Appeal Mechanisms) of this Agreement.

- 41.7 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.
- 41.8 Upon request by the union, CIT will provide the details of all positions streamlined in accordance with this clause.

42. Designation of Educational Development and Support (EDS) Positions[#]

- 42.1 No existing teaching position may be designated as an EDS position, without prior consultation with affected teachers. Teachers may choose to be represented in such discussions.
- 42.2 No existing EDS designated position will be designated as a normal teaching position without prior consultation with affected teachers. Teachers may choose to be represented in such discussions.

43. Senior Education Leader[#]

- 43.1 The Senior Education Leader classification will be used within CIT for cross-CIT positions or projects as identified by the Chief Executive.
- 43.2 The Senior Education Leader classification will be implemented under the following arrangements:
 - 43.2.1 short or long-term temporary employment;
 - 43.2.2 the selection processes associated with long-term temporary employment will apply;
 - 43.2.3 Where an existing permanent or temporary teacher has been employed as a Senior Education Leader, they will revert to the teaching classification that they previously held on expiry of the Senior Education Leader role.
- 43.3 Rates of pay applicable to staff in a Senior Education Leader position are as outlined in Annex A.

44. Higher Duties Allowance

- 44.1 Higher Duties Allowance (HDA) is payable to a teacher who is directed to temporarily perform the duties of a position with a higher classification.

Selection for HDA

- 44.2 If a position is expected to be available for a period of six months or longer the position must be advertised in the ACT Public Service Gazette.
- 44.3 If a position is expected to be available for a period of less than six months advertising in the Gazette is not required.
- 44.4 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.

Periods of HDA

- 44.5 A person acting in a position as a Teacher Level 1 teacher, will be paid HDA for a period of one day or more.
- 44.6 A teacher acting in a position with a pay or maximum pay greater than the maximum pay of a Teacher Level 1 teacher will be paid HDA for a period of five consecutive days or more. This payment will occur from day one, provided the total period of higher duties is five days or more.
- 44.7 Where the 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 pay and a point in the pay range of the higher position determined by the Chief Executive in accordance with clause 39: Pay Points, Increments and Advancement.
- 44.8 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 manager/supervisor and the teacher, prior to the commencement of the temporary transfer.
- 44.9 The rate of payment for partial HDA will be a point in the pay 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.
- 44.10 A teacher receiving HDA is entitled to normal incremental progression for the teacher's substantive position. This increment gained while performing HDA is maintained upon the teacher ceasing the higher duties.
- 44.11 Previous higher duties service will be considered in determining the appropriate pay point for future periods of higher duties.

45. Short-term Higher Duties Arrangements – Less than Six Months[#]

- 45.1 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.
- 45.2 Both permanent and temporary teachers may be considered for service in higher duties positions.
- 45.3 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.

46. Longer-term Higher Duties Arrangements – More than Six Months[#]

- 46.1 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.

- 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 temporary contract.

47. Qualification and Expense Related Allowances*

- 47.1 [#] Qualification and expense related allowances provided for in this Agreement are set out in Annex C, these include:
 - 47.1.1 First Aid Allowance.
 - 47.1.2 Linguistic Availability/Performance Allowance.
 - 47.1.3 Motor Vehicle Allowance.
 - 47.1.4 Excess Fares Reimbursement.
- 47.2 The rates for all allowances provided for in Annex C of this Agreement will be adjusted by the rate of increases in pay in accordance with subclause 37.2, except in year 1 when the increase will be 2% payable on the first pay period on or after 1 July 2013.
- 47.3 [#] 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.
 - 47.3.1 [#] Appropriate time off in lieu arrangements will be available where interstate and/or overnight travel is required.

48. Overseas Commercial Allowance (OsCA) [#]

- 48.1 The Overseas Commercial Allowance (OsCA) applies to teachers who are undertaking commercial work or activities associated with procuring and managing contestable business for CIT on site overseas.
- 48.2 The rate of the allowance is \$85 gross payment, per day and will not be adjusted for the life of the agreement.
- 48.3 The teacher will be entitled to receive the allowance for the duration of the overseas project, while performing duties as mentioned in subclause 48.1.
- 48.4 The maximum approvable duration for the allowance will be three months from the date of its commencement.
- 48.5 Approval of payment for the allowance must be given prior to the teacher travelling overseas.
- 48.6 Once approved, the allowance will be paid for each calendar day, including weekends and travel days, to and from the destination of the commercial activity,

except for approved periods of leave, other than Personal Leave as mentioned in subclause 48.7 below.

- 48.7 The teacher will be entitled to receive the allowance during periods of approved Personal Leave, where the leave is due to illness or injury sustained during the period of the overseas project.
- 48.8 The allowance is payable in addition to the current meals and incidentals reimbursement process that applies for CIT teachers, including that provided at clause 71 (Family Care Costs).
- 48.9 The allowance is classified as ‘taxable income’ for taxation purposes.
- 48.10 Subject to subclause 48.11, teachers performing duties as described in subclause 48.1 will remain teachers of CIT for the duration of the overseas project and retain full rights and responsibilities of employment under this Agreement.
- 48.11 While the teacher is performing work as specified under subclause 48.1, the teacher’s conditions of employment may be amended to suit the business needs of the overseas project. Where this is the case, any variation to the employment conditions will be specified in a written agreement between the teacher and the Chief Executive.

49. Reimbursement of Reasonable Relocation Expenses

- 49.1 The purpose of this reimbursement is to provide financial assistance to teachers recruited from interstate or overseas who are engaged on a permanent or long-term temporary basis.
- 49.2 The Chief Executive may approve a reimbursement payment to a prospective teacher as the Chief Executive considers is reasonable in the prospective teacher’s circumstances. The relevant pre-determined ceiling is set out below:

Single with no dependants	\$12,000
Additional payment per dependant (first six dependants)	\$2,000
Additional payment per dependant (seventh and further dependants)	\$1,750

- 49.3 The Chief Executive will inform the prospective teacher of the predetermined ceiling prior to the prospective teacher’s relocation.
- 49.4 In order for a prospective teacher to be reimbursed costs, valid receipts must be provided.
- 49.5 For the purposes of this clause, 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.

- 49.6 The Chief Executive may approve payment in excess of the approved amount or ceiling in exceptional circumstances.
- 49.7 In the event that the teacher terminates their employment with CIT within twenty four months of the date of appointment and does not commence employment with another ACTPS business within one month, the teacher may be required by the Chief Executive to repay:
 - 49.7.1 in the case the teacher terminates employment within twelve months of the date of appointment – 100% of the relocation reimbursement; or
 - 49.7.2 in the case the teacher terminates employment more than twelve months and less than twenty four months from the date of appointment – 50% of the relocation reimbursement.

50. Responsibility Loading[#]

- 50.1 To account for the possibility that Directors may become solely responsible for a college, CIT will provide a Responsibility Loading where the revenue of the College is over a certain threshold.
- 50.2 The loading will only be payable where the Director has 100% responsibility for the management of a college for four weeks or more, and the annual revenue budget for that college is in excess of a certain monetary threshold.
 - 50.2.1 This threshold amount will be as set out in the appropriate CIT policy.
- 50.3 The Responsibility Loading will be reviewed annually.
 - 50.3.1 Where college revenue falls below the defined threshold amount the Responsibility Loading will cease to be paid.
- 50.4 The rate for this loading, as provided in Annex A will be adjusted by the rate of increases in pay in accordance with subclause 37.2.
- 50.5 A payment made under this clause is to be paid during all forms of paid leave, including payments in lieu of leave.
- 50.6 A Responsibility Loading will count as salary for superannuation purposes in the same way as Higher Duties Allowance.

Section D: Pay Related Matters

51. Casual Teaching Rates of Pay[#]

- 51.1 Casual teaching and non-teaching rates are at Annex A: Classifications and Rates of Pay.
- 51.2 Casual teachers will be paid on the following basis:
- 51.2.1 Casual Teaching Rate: This rate will be paid to Casual Teachers for each hour of direct teaching (as defined in subclause 20.2). The rate of payment provided in Annex A for direct teaching performed by a casual is inclusive of the following duties, as specifically related to direct teaching activities and the students involved in that direct teaching activity:
- 51.2.1.1 the preparation of teaching materials/courses,
- 51.2.1.2 travel time between work sites, and
- 51.2.1.3 student related administrative tasks (e.g. Student enquiries, recording results in Banner etc. for students taught by the Casual teacher).
- 51.2.2 Casual Non-Teaching Rate: This rate will be paid to Casual Teachers for each hour the teacher performs duties other than direct teaching, as defined in subclause 20.4 except for those activities outlined in the Casual Teaching Rate above.
- 51.3 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-teaching 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 Head of Department prior to undertaking the assessment.

52. Casual Teacher Payment for Scheduled Classes[#]

- 52.1 Where a casual teacher's scheduled class is cancelled by CIT within 24 hours of the scheduled class, the teacher will be paid for the class, at the teaching rate, as long as the teacher reports for work on campus at CIT and provides support to the department by undertaking alternative professional duties (other than direct teaching) for the duration of the cancelled class, with the exception of subclause 52.2.
- 52.2 Where a casual teacher's contract of employment is terminated the provisions of subclause 52.1 will not apply.

53. Salary Sacrifice Arrangements*

- 53.1 Voluntary access to salary sacrifice arrangements will be made available to teachers in accordance with policies and guidelines issued by the Commissioner for Public Administration from time to time.
- 53.2 The teacher will meet all costs incurred as a result of remuneration packaging under these provisions.
- 53.3 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 salary sacrifice arrangements.
- 53.4 Changes to salary sacrifice arrangements, including taxation changes, will not be a cause for further claims against CIT.
- 53.5 CIT will continue to provide appropriate information to teachers concerning salary sacrifice arrangements.
- 53.6 [#] Casual teachers have access to salary sacrifice arrangements for the purposes of superannuation only (no leasing available). To access this entitlement, casual teachers must be currently employed as a casual teacher for a minimum of one semester.

54. Attraction and Retention Incentives

- 54.1 In some special circumstances it may be necessary for the Chief Executive to determine that a teacher or group of teachers who are covered by this Agreement and who occupy certain positions should be provided with attraction and retention incentives that may differ from some of the terms and conditions under this Agreement.
- 54.2 The framework under which attraction and retention initiatives may apply during the life of this Agreement is set out in Annex B (Attraction and Retention Initiatives) of this Agreement.

55. Classification/Work Value Review

- 55.1 A teacher, or a group of teachers, or the union or other teacher representatives, may present a case to request the Chief Executive to undertake a classification/work value review of a position or group of positions.
- 55.2 Where the Chief Executive agrees to such a request the Chief Executive will undertake the review in consultation with the teacher(s) and the union or other teacher representatives.
- 55.3 Where agreement cannot be reached on the need to conduct the review then the disagreement may be resolved in accordance with the dispute resolution procedure.

- 55.4 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).
- 55.5 These provisions do not affect the right of the Chief Executive to undertake a classification/work value review at the initiative of the Chief Executive.

56. Overpayments

- 56.1 An overpayment is any payment in respect of pay, allowance or leave, whether the overpayment is by accident or otherwise, to which the teacher is not entitled.
- 56.2 In the event that a teacher has received an overpayment, CIT will recover the overpayment in accordance with this clause.
- 56.3 Where an overpayment has occurred, the Chief Executive will advise the teacher in writing, as soon as practicable, of the:
 - 56.3.1 pay period(s) in which the overpayment occurred; and
 - 56.3.2 nature of the overpayment; and
 - 56.3.3 gross and net components of the overpayment; and
 - 56.3.4 process for recovery of the overpayment; and
 - 56.3.5 proposed recovery rate.
- 56.4 The Chief Executive 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 56.7 will apply.
- 56.5 Any such agreement may include recovery of the overpayment by CIT:
 - 56.5.1 as a lump sum; or
 - 56.5.2 by payroll deduction from pay.
- 56.6 In respect to recovery action it may be agreed with the teacher to adjust their leave credits instead of, or in combination with, a cash recovery.
- 56.7 Where the Chief Executive and the teacher cannot agree a reasonable recovery rate, the overpayment will be recovered at the rate of up to 10% of the teacher's gross fortnightly pay, or such other rate determined by the Chief Executive having regard for all of the circumstances.
- 56.8 Despite subclauses 56.4 and 56.7, the recovery period will not usually exceed twenty six pay periods.
- 56.9 Despite subclauses 56.4 and 56.7, where an employee has applied for leave without pay or leave at reduced pay with insufficient notice to allow pay adjustments to occur during the period of leave, the salary adjustment will be made to the next available pay, unless there are extenuating circumstances, and the employee will be notified of such an adjustment.

- 56.10 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.
- 56.11 If a debt still exists further debt recovery action is to be taken unless the Chief Executive:
- 56.11.1 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
 - 56.11.2 determines that an overpayment is not recoverable.
- 56.12 Where the Chief Executive determines that an overpayment is not recoverable, provisions of CIT's Financial Instructions, relating to the waiver and write off of monies, will apply.

57. Underpayments

- 57.1 Where the Chief Executive agrees that a teacher has been underpaid on the teacher's ordinary hourly rate of pay, and the teacher requests, an offline payment for the amount owing will be made to the teacher within three working days of the Chief Executive receiving the request.
- 57.2 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 the Chief Executive receiving the request.

58. Payroll Deduction for Union Fees

- 58.1 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.

59. Mature Age Payment

- 59.1 Where the Chief Executive considers that a teacher has the knowledge, skills and experience that are essential for CIT to retain, the Chief Executive may approve additional remuneration benefits instead of employer superannuation contributions being made for any of the following.
- 59.1.1 a teacher who is seventy years or older and Commonwealth legislation precludes the payment of employer superannuation contributions for that teacher; or
 - 59.1.2 a teacher who is seventy years or older and whose preferred choice of fund rules precludes the payment of employer superannuation contributions; or

- 59.1.3 a teacher is aged between sixty five and seventy years and the teacher does not meet the work test (as defined by relevant superannuation legislation and rules).
- 59.2 Where Commonwealth legislation or choice of fund rules change to allow employer superannuation contributions to be made, the mature age payment will cease and superannuation contributions will re-commence. It is the responsibility of the teacher to promptly request their manager/supervisor to seek to cease the mature age payment and to arrange to resume employer superannuation contributions for funds of choice.
- 59.3 The date of effect for resumption of employer superannuation contributions under subclause 59.2 will be from the next available pay day after the mature age payment ceases.

Section E: Flexible Working Arrangements and Employee Support

60. Work and Life Balance

- 60.1 CIT is committed to the concept of work and life balance and recognises the importance of teachers balancing work and personal life.
- 60.2 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 ACTPS, it is recognised that teachers have different needs at different times.
- 60.3 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 the teachers' working lives, are supported through this Agreement.

61. Request for Flexible Working Arrangements

- 61.1 In addition to the circumstances provided at subclause 61.2 and clause 62, a teacher may apply as per subclause 61.3 to their manager/supervisor for flexible working arrangements to support their work and life balance. The manager/supervisor will respond to the teacher's request as per subclauses 61.4-61.6.
- 61.2 Notwithstanding the entitlement under subclause 61.1, a teacher may request flexible working arrangements, in accordance with the FW Act, in the following circumstances. The teacher:
- 61.2.1 has a parental or other caring responsibility for a child of school age; or younger; or
 - 61.2.2 has a caring responsibility for an individual with a disability, a terminal or chronic medical condition, mental illness or is frail and aged; or
 - 61.2.3 has a disability; or
 - 61.2.4 is over the age of 55; or
 - 61.2.5 is experiencing domestic violence; or
 - 61.2.6 is providing personal care, support and assistance to a member of their immediate family or household because they are experiencing domestic violence.
- 61.3 The request by the teacher must set out, in writing, the details of the change sought and the reasons for that change.
- 61.4 The manager/supervisor must respond to the request in writing within twenty-one days, providing the reasons for their decision.

- 61.5 The manager/supervisor will only deny a teacher's request for variation to workplace arrangements provided under this Agreement where there are operational reasons for doing so.
- 61.6 Where a request is not approved the manager/supervisor will consult with the teacher to determine mutually convenient alternative arrangements.

62. Teachers with Caring Responsibilities

- 62.1 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.
- 62.2 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.
- 62.3 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. CIT also recognises 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.
- 62.4 To assist teachers in balancing work and carer responsibilities, and to clarify the entitlement at subclause 61.2.2, flexible working and leave arrangements are provided in this Agreement. Examples of these flexible working and leave arrangements include, but are not limited to:
- 62.4.1 flexible starting and finishing times;
 - 62.4.2 ability to take a few hours off work, and make it up later;
 - 62.4.3 access to breast feeding facilities;
 - 62.4.4 access to personal leave for caring purposes for members of immediate family or household;
 - 62.4.5 home based work on a short or long-term basis;
 - 62.4.6 part-time work;
 - 62.4.7 job sharing;
 - 62.4.8 purchased leave;
 - 62.4.9 annual leave;
 - 62.4.10 long service leave;
 - 62.4.11 leave without pay; and

62.4.12 leave not provided for elsewhere.

62.5 Access to the leave entitlements listed in subclause 62.4 is as provided for in this Agreement.

63. Management of Excessive Hours

63.1 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.

63.2 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:

63.2.1 review of workloads and priorities;

63.2.2 re-allocation of resources;

63.2.3 consideration of appropriate arrangements for time off in lieu or other recompense;

63.2.4 review staffing levels and/or classifications within the work group.

63.3 The Chief Executive will consult with the CIT Consultative Committee (CITCC) about the development and implementation of appropriate strategies to deal with issues associated with both paid and unpaid overtime.

64. Regular Part-Time Employment*

64.1 A person may be employed in any classification as a part-time teacher for an agreed number of regular hours that is less than the ordinary weekly hours specified in this Agreement for that relevant classification over a four-week period.

64.2 Proposals to reduce hours below full-time employment may be initiated by the Chief Executive for operational reasons or by a teacher for personal reasons.

64.3 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.

64.4 The Chief Executive will obtain the written agreement of a full-time teacher before the teacher converts to part-time.

- 64.5 No pressure will be exerted on full-time teacher to convert to part-time employment or to transfer to another position to make way for part-time employment.
- 64.6 The agreed period, 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.
- 64.7 # Persons engaged on a part-time basis will receive, on a proportionate basis, equivalent pay and conditions to those of full time teachers.
- 64.8 # 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.

Variation to Part-Time Hours

- 64.9 Proposals to vary a part-time employment arrangement may be initiated by the Chief Executive for operational reasons or by a teacher for personal reasons.
- 64.10 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.
- 64.11 The Chief Executive will obtain the written agreement of the teacher before the teacher's hours are varied.
- 64.12 No pressure will be exerted on a full-time teacher to vary the teacher's part-time employment or to transfer to another position to make way for part-time employment.
- 64.13 The agreed period, 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.

65. Job Sharing

- 65.1 In this clause teacher refers to teachers other than casual teachers.
- 65.2 Job sharing arrangements may be introduced by agreement between the Chief Executive and the teacher 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.
- 65.3 A full-time teacher must request in writing permission to work in a job sharing arrangement. The Chief Executive will agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.
- 65.4 The pattern of hours for the job sharing arrangement will be agreed between the teacher and the Chief Executive. However, any single attendance at the office-based worksite will be for not less than three consecutive hours.

65.5 The 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.

65.6 In the event that either teacher ceases to participate in the job sharing arrangement, the arrangement will terminate.

66. Part-Time Employment Following Maternity Leave, Primary Caregiver Leave, Adoption or Permanent Care Leave or Parental Leave

66.1 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 accessing maternity leave, primary caregiver leave, adoption or permanent care leave or parental leave, to work on a part-time basis for a period of up to three years from the birth, adoption of a child or granting of parental responsibility of a foster child.

66.2 An application by a teacher to access part-time work under this clause will only be approved where the teacher agrees, where necessary, to become unattached.

66.3 The maximum aggregate period of part-time employment that may be approved for a teacher under subclause 66.1 is seven years.

66.4 Either the teacher who accesses primary care giver leave under clause 90, or adoption and permanent care leave under clause 94, or the mother who is entitled to and accesses maternity leave under clause 88 will be entitled to access part-time employment as provided in subclause 66.1.

66.5 The agreed period, 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.

67. Home Based Work

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

67.2 Home-based work, on a regular basis, is a voluntary arrangement that requires the agreement of both the Chief Executive 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.

67.3 In determining appropriate home based work arrangements, the Chief Executive and teachers will consider a range of matters, including:

67.3.1 appropriate and effective communication with office based teachers;

67.3.2 the need to ensure adequate interaction with colleagues;

67.3.3 the nature of the job and operational requirements;

67.3.4 privacy and security considerations;

- 67.3.5 health and safety considerations;
- 67.3.6 the effect on clients; and
- 67.3.7 adequate performance monitoring arrangements.

67.4 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.

67.5 A teacher may terminate home-based work arrangements at any time by giving reasonable notice to the Chief Executive.

67.6 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 manager/supervisor.

67.7 CIT will provide home computing facilities where a teacher and the teacher's manager/supervisor agree there is a need for such facilities. Provision of equipment by CIT will be subject to workplace health and safety requirements and to an assessment of technical needs by the manager/supervisor.

68. Employee Assistance Program

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

69. Scheduling of Meetings and Other Activities[#]

69.1 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.

69.2 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.

69.3 The common lunch hour is designed to provide teachers and students with the opportunity to attend CIT community/professional activities.

69.4 As outlined in subclauses 19.7 and 19.8, 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.

- 69.5 Accordingly, teachers must take account of their on-going professional obligations in planning their personal commitments, and teaching college/divisions must consider such issues in scheduling meetings and other activities at which teacher attendance is required.
- 69.6 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 CIT Teaching Calendar.
- 69.7 Teaching college/divisions 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.

70. Vacation Childcare Subsidy

- 70.1 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 a timely application, with regard to applicable work and/or rostering arrangement, based on their accrued annual leave, purchased leave or long service leave during school holidays that is rejected. In these circumstances the Chief Executive will make payment to the teacher for each calendar year based on:
- 70.1.1 fifty two dollars per day towards the cost of each school child enrolled in an accredited school holiday program;
 - 70.1.2 up to a maximum of \$260 per child per five days;
 - 70.1.3 up to a maximum of ten days per child per year;
 - 70.1.4 up to a maximum of three children; and
 - 70.1.5 reimbursement on production of a receipt.
- 70.2 An accredited school holiday program is a program approved and/or subsidised by a State, Territory or Local Government.
- 70.3 The payment will apply only on the days when the teacher is at work.
- 70.4 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.
- 70.5 A teacher whose domestic partner receives a similar benefit from the partner's employer is not eligible for the payment.

71. Family Care Costs

- 71.1 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.

72. Nursing Mothers

- 72.1 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.
- 72.2 Where practicable CIT will establish and maintain a room for nursing mothers. Where there is no room available another appropriate space may be used.
- 72.3 Up to one hour, per day/shift, paid lactation breaks that are non-cumulative will be available for nursing mothers.

73. Transfer to a Safe Job during Pregnancy

- 73.1 This clause provides arrangements to enable a pregnant employee to be transferred to an appropriate safe job during their pregnancy or enable them to be absent from their workplace if an appropriate safe job is not available.

Eligibility

- 73.2 In accordance with the National Employment Standards of the FW Act (NES), this clause applies to pregnant employees when they:
 - 73.2.1 have given at least ten weeks notice, or where that is not practical have as soon as practical given notice, that they will be applying for maternity leave; and
 - 73.2.2 provide evidence from a registered health professional or registered medical professional to the Chief Executive that they are fit for work but that it is inadvisable for her to continue in her present position during a stated period because of illness or risks arising out of her pregnancy or hazards connected with that position.
- 73.3 In these circumstances, the employee is entitled to be transferred to an appropriate safe job for the stated period with no detriment to her current terms and conditions of employment.

Paid Absence for 'No Safe Job' Purposes

- 73.4 If an appropriate safe job is not available, and when the employee has completed twelve months of continuous service, the employee is entitled to take paid absence for 'no safe job' purposes for the stated period at a rate of payment that is the same rate as would be paid if the employee was granted personal leave. This period of paid absence will count as service for all purposes.
- 73.5 If an appropriate safe job is not available, and the employee has not completed twelve months of continuous service, the employee is entitled to take unpaid absence for 'no safe job' purposes. This period of absence will not count as service for any purposes but will not break continuity of service.
- 73.6 The employee's entitlements under this clause cease when the employee's pregnancy ends before the end of the stated period.

Section F: Leave

74. Leave: General[#]

74.1 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.

75. Part-Time Teachers

75.1 Part-time teachers are credited and debited leave on a pro-rata basis.

76. Non-approval of Leave

76.1 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 the teacher to determine mutually convenient alternative arrangements.

77. Leave below One Day[#]

77.1 Teachers in Educational Development and Support (EDS) designated positions 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.

78. Personal Leave

Purpose

78.1 Personal leave is available to teachers to enable them to be absent from duty:

78.1.1 because the teacher is unfit for work because of a personal illness, or personal injury;

78.1.2 to provide care or support to a member of the teacher's immediate family, or a member of the teacher's household, who is ill or injured;

78.1.3 in extraordinary and unforeseen circumstances.

78.2 Personal leave supports the Territory's commitment to a healthy workplace and workforce.

Eligibility

78.3 Personal leave is available to teachers other than casual teachers.

Entitlement

78.4 A teacher may be granted personal leave up to their available credit from the first day of service.

78.5 Personal leave is cumulative and there is no cap on the personal leave balance a teacher may accrue.

- 78.6 On engagement under the PSM Act, teachers who have prior service recognised for personal leave purposes will be credited with any personal leave balance accrued with the previous employer. On the teacher's normal accrual date, the teacher will then receive personal leave in accordance with subclause 78.14 or, following the implementation of daily accrual, the teacher will receive personal leave in accordance with subclause 78.11.
- 78.7 If a person is retired from the Service on grounds of invalidity, and is re-appointed as a result of action taken under the Superannuation Act 1976 or the Superannuation Act 1990, they are entitled to be re-credited with unused personal leave credit held prior to the invalidity retirement.
- 78.8 Except for a short-term temporary teacher and a teacher to whom subclause 78.6 applies, a teacher's personal leave balance will be credited with an equivalent of 3.6 weeks of personal leave on the day they commence with the Territory.

Daily Accrual implementation

- 78.9 CIT will move to daily accrual of personal leave as soon as the HR system can be reconfigured. The head of service will consult with ACTPS staff, unions and other employee representatives to facilitate the transition to daily accrual. This consultation will occur prior to the reconfiguration of the HR system.
- 78.10 To avoid doubt, following the implementation of daily accrual of personal leave in accordance with subclause 78.9, subclauses 78.14, 78.15, 78.15 and 78.28 will cease to operate and subclause 78.6 will operate only as it relates to the daily accrual of personal leave and the recognition of prior service.
- 78.11 Despite subclause 78.8, from the day of commencement, a teacher's personal leave accrues on a daily basis according to the formula set out below:
- $(A \times B \times D) / C$ = total hours of leave accrued per day, where:
- A = number of ordinary hours per week worked; and
- B = one where the day counts as service or zero where the day does not count as service;
- C = number of calendar days in the year; and
- D = number of weeks of personal leave a teacher is entitled to a year (i.e. 3.6 weeks).
- 78.12 The accrual calculated in subclause 78.11 will be credited to the teacher progressively on a fortnightly basis.

Until Daily Accrual is Implemented

- 78.13 Until daily accrual is implemented the provisions contained in subclauses 78.14, 78.15, 78.28 and 78.29 will apply.

- 78.14 An additional credit of 3.6 weeks personal leave will be made on the anniversary of the teacher's commencement during each year of service.
- 78.15 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.
- 78.16 A part-time teacher or part-time temporary teacher will accrue personal leave calculated on a pro-rata basis.

Short-term Temporary Teachers

- 78.17 Until daily accrual of personal leave is implemented, the provisions contained in subclauses 78.18 to 78.20 will apply to short term temporary teachers. To avoid doubt, subclauses 78.18 to 78.20 will cease to operate from the date of implementation of daily accrual of personal leave in accordance with subclause 78.9.
- 78.18 A short-term temporary teacher will be credited with 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.
- 78.19 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 78.14.
- 78.20 A short-term temporary teacher subsequently appointed under the PSM Act prior to completing twelve months service will have their personal leave balance brought up to the equivalent of 3.6 weeks, less any personal leave with pay granted under subclause 78.4. For subsequent accruals that short-term temporary teacher will receive personal leave on the same basis as a teacher on the anniversary of the commencement of their employment.
- 78.21 The provisions contained in subclauses 78.22 to 78.26 will apply to the accrual of personal leave by short term temporary teachers from the date of implementation of daily accrual.
- 78.22 All short-term temporary teachers will accrue personal leave in accordance with the formula set out in subclause 78.11 from the date of implementation of daily accrual.
- 78.23 All short-term temporary teachers who commence employment with the Territory on or after the date of implementation of daily accrual of personal leave will be credited with the equivalent of one week of personal leave on their date of commencement.
- 78.24 All short-term temporary teachers who have been employed by the Territory for a period of less than four weeks continuous service as at the date of implementation of daily accrual of personal leave will be credited with the equivalent of one week of personal leave on the date of implementation of daily accrual.

- 78.25 Upon completion of twelve months continuous employment with the Territory short term temporary teachers will have their personal leave balance brought up to the equivalent of 3.6 weeks, less any personal leave with pay granted under subclause 78.4 during the twelve months. The 3.6 weeks is in addition to any personal leave accrued under subclause 78.22.
- 78.26 A short term temporary teacher who is appointed under the PSM Act prior to completing twelve months continuous employment with the Territory will have their personal leave balance brought up to the equivalent of 3.6 weeks, less any personal leave with pay granted under subclause 78.4. The 3.6 weeks is in addition to any personal leave accrued under subclause 78.22.

When Personal Leave Credits Have Been Exhausted

- 78.27 Where personal leave credits have been exhausted, the Chief Executive may grant a teacher a period of unpaid personal leave for personal illness or injury or for the care of a member of the teacher's immediate family or household who is sick.

NOTE: In such circumstances, alternative arrangements are provided for at subclause 78.58.

- 78.28 Despite subclause 78.27, the Chief Executive may allow a teacher, in the first ten years of service, when the teacher provides documentary evidence that the teacher has a personal illness or injury, to anticipate up to a maximum of 3.6 weeks paid personal leave where all full pay personal leave credits are exhausted.
- 78.29 Temporary teachers may be granted up to an aggregate of twenty days without pay in the first twelve months.
- 78.30 The Chief Executive may, when a personal illness or injury poses a serious threat to the teacher's life, grant a teacher an additional period of paid personal leave for personal illness or injury. This leave may be at either full or half pay. Such leave will not be granted if the absence is due to a condition for which the teacher is receiving compensation under the Safety, Rehabilitation and Compensation Act 1988.

Other Provisions

- 78.31 A teacher in receipt of workers compensation for more than forty five weeks will accrue personal leave on the basis of hours actually worked.
- 78.32 Unused personal leave credit will not be paid out on cessation of employment.

Evidence and Conditions

- 78.33 A teacher must give notice of the intention to take personal leave. The notice must be provided to their manager/supervisor as soon as practicable (which in the case of personal illness or injury may be a time immediately after the leave has commenced) and must advise the duration, or expected duration, of the leave.

- 78.34 The Chief Executive may grant personal leave if they are satisfied there is sufficient cause, having considered any requested or required documentary evidence.
- 78.35 A teacher must provide requested or required documentary evidence in a timely manner. To unduly withhold the provision of documentary evidence may result in the personal leave application not being approved for payment.
- 78.36 The Chief Executive will accept the following documentary evidence as proof of personal illness or injury or the need to care for a member of the teacher's immediate family or household who is sick:
- 78.36.1 a certificate from a registered medical practitioner or registered health professional who is operating within their scope of practice; or
 - 78.36.2 a statutory declaration made by the teacher if it is not reasonably practicable for the teacher to give the Chief Executive a certificate.
- 78.37 Applications for personal leave requiring a teacher to care for a member of the employee's immediate family or household who is sick will need any required documentary evidence to clearly state the caring requirement.
- 78.38 If documentary evidence is not produced when a teacher applies for leave, 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 for personal leave without documentary evidence in excess of three consecutive days, or seven days in any accrual year will be without pay.
- 78.39 Following the implementation of daily accrual of personal leave, the Chief Executive may grant up to three consecutive working days personal leave with pay without documentary evidence, to a maximum of seven working days in a calendar year. Absences for personal leave without documentary evidence in excess of three consecutive days, or seven days in a calendar year will be without pay.
- 78.40 The Chief Executive may, with reasonable cause, request the teacher to provide a medical certificate from a registered medical practitioner or a statutory declaration for any absence from duty on personal leave at the time of notification of the absence.
- 78.41 Paid personal leave may be granted up to a teacher's available personal leave credit.
- 78.42 Subject to the production of documentary evidence, the Chief Executive may grant a teacher further absence for personal illness or injury provided the additional period of personal leave is granted without pay. However, any such leave without pay that goes beyond a maximum continuous period of combined paid and unpaid personal leave of 78 weeks will not count as service for any purpose.
- 78.43 The Chief Executive must not grant personal leave for an absence caused by the misconduct of the teacher. The Chief Executive may determine that an absence caused by the misconduct does not count as service for any purpose.

- 78.44 The Chief Executive must approve an application for up to five days of personal leave applied for in conjunction with a period of bonding leave.
- 78.45 The Chief Executive may refer a teacher for a medical examination by a nominated registered medical practitioner or registered health professional, or nominated panel of registered medical practitioners or registered health professionals, at any time for reasons including where:
- 78.45.1 the Chief Executive is concerned about the wellbeing of a teacher and considers that the health of the teacher is affecting, or has a reasonable expectation that it may affect, the teacher's ability to adequately perform their duties;
 - 78.45.2 the Chief Executive considers that documentary evidence supplied in support of an absence due to personal illness or injury is inadequate; or
 - 78.45.3 the teacher has been absent on account of illness for a total of thirteen weeks in any twenty six week period.
- 78.46 The Chief Executive may require the teacher to take personal leave after considering the results of a medical examination requested by the Chief Executive.

Rate of Payment

- 78.47 Personal leave will be granted with pay except where it is granted without pay under subclauses:
- 78.47.1 78.27; or
 - 78.47.2 78.29; or
 - 78.47.3 78.42.
- 78.48 Subject to the approval of the Chief Executive, a teacher may request to use personal leave at half pay for absences of at least one week. Such absences will be deducted from the teacher's accrued credits at a rate of 50% of the period of absence.
- 78.49 Any personal leave taken must be deducted from the teacher's credit.

Effect on Other Entitlements

- 78.50 Personal leave with pay will count as service for all purposes.
- 78.51 Personal leave without pay, other than provided for at subclause 78.42, will count as service for all purposes.
- 78.52 Where a teacher is absent on paid personal leave and a public holiday for which the teacher is entitled to be paid falls within that period of absence:
- 78.52.1 the teacher will be paid as a normal public holiday for that day; and

78.52.2 the public holiday will not be deducted from the teacher's personal leave credits.

78.53 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 subclause 78.42.

Access to Other Leave Entitlements

78.54 A teacher who suffers personal illness or injury, or cares for a member of the teacher's immediate family or household who is sick, for one day or longer while on:

78.54.1 annual leave; or

78.54.2 purchased leave; or

78.54.3 long service leave; or

78.54.4 unpaid maternity leave; or

78.54.5 unpaid parental leave; or

78.54.6 grandparental leave; and

who produces a certificate from a registered health professional operating within their scope of practice, may apply for personal leave.

78.55 Where a teacher is on a form of leave specified in subclauses 78.54 and:

78.55.1 the teacher is subsequently granted personal leave in accordance with subclause 78.45; and

78.55.2 the personal leave falls within a part or all of the period of the other form of leave

then that other leave will be re-credited for that period of the personal leave that falls within the period of the other leave.

78.56 A teacher cannot access paid personal leave while on paid maternity leave or primary care giver's leave, or adoption leave or permanent care leave, but can apply for personal leave during unpaid maternity leave or parental leave.

78.57 If the teacher has exhausted all paid personal leave, personal leave without pay cannot be substituted for unpaid maternity leave.

78.58 If an ill or injured teacher exhausts the teacher's paid personal leave entitlement and produces documentary evidence, as per subclause 78.36, as 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 78 weeks under subclause 78.42.

79. Personal Leave in Extraordinary Circumstances

- 79.1 Teachers, other than casual teachers, are eligible to personal leave in extraordinary and unforeseen circumstances.
- 79.2 Personal leave in extraordinary and unforeseen circumstances is non-cumulative and is deducted from the teachers personal leave balance.
- 79.3 The Chief Executive may grant a maximum of four days of personal leave, other than for personal illness or the care of the teacher's immediate household who is sick, in an accrual year, in extraordinary, unforeseen or unexpected circumstances and where it is essential that the teacher have leave from the workplace. These four days are in addition to the seven days personal leave without documentary evidence.
- 79.4 While personal leave in extraordinary and unforeseen circumstances does not normally require documentary evidence, the Chief Executive may request reasonable evidence before granting the leave.
- 79.5 Personal leave in extraordinary circumstances will be granted with pay.

80. Infectious Disease Circumstances

- 80.1 Where a teacher is prevented from attending for duty under the *Public Health Act 1997*, the Chief Executive may grant that teacher personal leave during that period.
- 80.2 The teacher may also apply for the absence or a part of it to be deducted from their annual leave credit.

81. Annual Leave

Purpose

- 81.1 Annual leave is available to teachers to enable them to be absent from duty for the purposes of rest and recreation.

Eligibility

- 81.2 Annual leave is available to teachers other than casual teachers.

Entitlement

- 81.3 A teacher may be granted annual leave up to their available credit from the first day of service.
- 81.4 Annual leave is cumulative.
- 81.5 A teacher's annual leave credit accrues on a daily basis according to the formula set out below:

$(A \times B \times D) / C =$ total hours of leave accrued per day, where:

A = number of ordinary hours per week worked; and

B = one where the day counts as service or zero where the day does not count as service or is an unauthorised absence;

C = number of calendar days in the year; and

D = number of weeks of annual leave a teacher is entitled to a year.

81.6 For the purpose of subclause 81.5 the basic leave entitlement is:

81.6.1 in the case of 36.75 hour workers, 147 hours annual leave for each full year worked.

81.7 If a teacher moves from one ACTPS Directorate to CIT, annual leave accrued with the first Directorate will transfer to CIT, the reverse also applies.

81.8 An annual leave credit does not accrue to a teacher if the teacher is absent from duty on leave for specified defence service, or full-time defence service. If the teacher resumes duty after a period of specified defence service, annual leave will accrue from the date the teacher resumes duty.

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

Evidence and Conditions

81.10 Teachers are encouraged to use their annual leave in the year that it accrues, and to this end should discuss their leave intentions with their manager/supervisor as soon as practicable.

81.11 A teacher must make an application to the Chief Executive to access their annual leave entitlement.

81.12 Having considered the requirements of this clause the Chief Executive may approve a teacher's application to access annual leave.

81.13 The Chief Executive should approve a teacher's application to take annual leave, subject to operational requirements.

81.14 If the Chief Executive does not approve a teacher's application 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.

81.15 The Chief Executive must, unless there are exceptional operational circumstances, approve an application for annual leave if it would enable a teacher to reduce their annual leave credit below two and a half years worth of annual leave credit. However, in the case of exceptional operational circumstances, the Chief Executive will consult with the teacher to determine the time (or times) for the annual leave to be taken that is mutually convenient to both the college and the teacher.

- 81.16 If 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.
- 81.17 If the operations of CIT, or part of CIT, are suspended at Christmas or another holiday period, the Chief Executive may direct a teacher to take annual leave at a time that is convenient to the working of CIT, whether or not an application for leave has been made. However, this does not affect any other entitlements to leave under this Agreement.
- 81.18 If a teacher has the equivalent of two years accrued credit of annual leave 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 an accrued two and a half years' worth of annual leave credit.
- 81.19 If a teacher does not agree to a reasonable annual leave usage plan the Chief Executive may direct a teacher who has accrued two and a half years worth of accrued annual leave credit to take annual leave to the extent that the teacher's annual leave credit exceeds two and a half years worth of accrued credit, subject to giving the teacher one calendar month notice. This clause does not apply to a teacher who is on graduated return to work following compensation leave.
- 81.20 A teacher who has an annual leave credit in excess of 2.5 years of accrued entitlement:
- 81.20.1 at the commencement of the Agreement; or
 - 81.20.2 on joining, or returning to, CIT; or
 - 81.20.3 on returning to duty from compensation leave;
- will have twelve months to reduce the teacher's annual leave balance to 2.5 years of accrued entitlement or below.
- 81.21 A teacher may not be directed under subclause 81.19 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 81.19 in the past six months and the application was not approved. The manager/supervisor and the teacher may agree to vary an annual leave usage plan.

Rate of Payment

- 81.22 Annual leave will be granted with pay.
- 81.23 Payment for the annual leave will be based on the teacher's ordinary hourly rate of pay, including allowances that count for all purposes for the time the leave is taken. If a teacher is being paid HDA before going on paid leave and would have continued to receive HDA had they not taken leave then the teacher is entitled to payment of HDA during the leave.

- 81.24 Annual leave may be granted at half pay with credits to be deducted on the same basis.

Effect on Other Entitlements

- 81.25 Annual leave will count as service for all purposes.
- 81.26 Public holidays for which the teacher is entitled to payment that fall during periods of absence on annual leave will be paid as a normal public holiday and will not be deducted from the teacher's annual leave balance.

Access to other Leave Entitlements

- 81.27 If personal leave is granted to the teacher annual leave will be re-credited for the period of paid personal leave granted.
- 81.28 Subject to the approval of the Chief Executive, a teacher who is on unpaid leave may be granted annual leave during that period, unless otherwise stated in this Agreement.
- 81.29 If a teacher is prevented from attending for duty under the *Public Health Act 1997*, the Chief Executive may grant annual leave during that period.

Payment in Lieu of Annual Leave

- 81.30 A teacher may request payment in lieu of their annual leave credit subject to the following:
- 81.30.1 the teacher providing the Chief Executive with a written election to do so;
 - 81.30.2 the Chief Executive authorising the election; and
 - 81.30.3 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; and
 - 81.30.4 the cashing out will not result in a reduction in the balance of an employee's remaining annual leave credit below one years accrued entitlement.
- 81.31 Payment in lieu of annual leave will be based on the teacher's ordinary hourly rate of pay, including allowances that count for all purposes at the date of application. The cash out payment will be based on the pay that the teacher would have received for a notional period of leave equal to the credit being cashed out on the day the application is made.

82. Annual Leave Loading*

Purpose

82.1 Annual leave loading is available to teachers to provide monetary assistance while they are on annual leave.

Eligibility

82.2 # Teachers at the Teacher Level 2 or below who are entitled to annual leave under clause 81 (Annual Leave) will be paid an annual leave loading. Part-time teachers will be paid the annual leave loading on a pro rata basis.

Entitlement

82.3 # The rate of leave loading payable under subclause 82.2 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 May 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.

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

Evidence and Conditions

82.5 Annual leave loading accrued will be paid at such a time as the teacher nominates, by making a written request to the Chief Executive.

82.6 Any unpaid annual leave loading accrued by teachers will be paid on the first payday in December following its accrual.

Rate of Pay

82.7 The amount of a teacher's entitlement under subclause 82.2 will be based on the following:

82.7.1 subject to maximum explained at subclause 82.3, 17.5 per cent 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 calendar year; or

83. Purchased Leave

Purpose

83.1 Purchased leave is available to teachers to enable them to be absent from duty to support their work/life balance.

Eligibility

83.2 Teachers, other than casual teachers, are eligible to apply to purchase leave.

Entitlement

83.3 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, subject to Chief Executive approval.

83.4 A teacher may apply, at any time, to the Chief Executive for approval to participate in the purchased leave scheme.

83.5 The application must specify the amount of leave to be purchased in whole weeks up to a maximum of twelve weeks in any twelve month period, and the period over which the additional leave is to be acquitted.

83.6 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.

83.7 Approval to purchase additional leave will not be given where a teacher has an annual leave balance of two and a half years worth of annual leave credit or more, except where the teacher intends to use all excess annual leave credit before taking purchased leave.

83.8 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:

83.8.1 the teacher can demonstrate, in writing, that exceptional circumstances exist, such as unforeseen financial hardship, and the Chief Executive agrees; or

83.8.2 the teacher's employment with CIT ceases before the expiration of the agreed acquittal period; or

83.8.3 the teacher proceeds on paid maternity or primary care giver leave.

83.9 If a teacher transfers from one ACTPS Directorate or CIT to another ACTPS Directorate during the agreed acquittal period, the teacher's continuation in the purchased leave scheme will be subject to the separate approval of the head of service of the gaining Directorate. 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 payments will be deducted from monies owing to the teacher.

Evidence and Conditions

83.10 A teacher should discuss with their manager/supervisor, as soon practicable, their intention to be absent on purchased leave.

- 83.11 A teacher must make an application to the Chief Executive to access their purchased leave entitlement.
- 83.12 Having considered the requirements of this clause the Chief Executive may approve a teacher's application to access purchased leave. A decision not to approve the leave must be made in accordance with subclause 76.1.
- 83.13 Approval by the Chief Executive to grant purchased leave will be subject to the operational requirements of the workplace, the personal responsibilities of the teacher and appropriate periods of notice.
- 83.14 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 Chief Executive is satisfied, on evidence presented, there are exceptional circumstances which warrant purchased leave being taken in shorter periods.
- 83.15 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.

Rate of Pay

- 83.16 While a teacher is on a period of purchased leave the teacher will be paid at the rate of pay used to calculate the teacher's deduction.
- 83.17 Purchased leave will be paid for by a fortnightly deduction from the teacher's pay over an agreed acquittal period not exceeding twelve months from the date the teacher commences participation in the scheme.
- 83.18 Fortnightly deductions, from the teacher's pay, will commence as soon as practicable following approval of the teacher's application to participate in the purchased leave scheme. The deductions will be calculated on the teacher's pay at the date of commencement of participation in the scheme, the amount of leave to be purchased and the agreed acquittal period.
- 83.19 Despite subclause 83.18, if the teacher's pay changes during the acquittal period the teacher may seek approval for the deduction to be recalculated.
- 83.20 Fortnightly tax deductions will be calculated on the teacher's gross pay after the deduction has been made for purchased leave.
- 83.21 Subject to subclause 83.22, allowances in the nature of pay may be included in the calculation of purchased leave payments where:
- 83.21.1 the Chief Executive and the teacher agree any or all of these allowances are appropriate; and
 - 83.21.2 there is the likelihood the allowance will continue to be received over the duration of the acquittal period.

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

Effect on Other Entitlements

- 83.23 Leave taken as purchased leave will count as service for all purposes.
- 83.24 Public Holidays for which the teacher is entitled to payment that fall during periods of absence on purchased leave will be paid as a normal public holiday and will not be deducted from the teacher's purchased leave balance.
- 83.25 Purchased leave will not affect the payment and timing of pay increments or the accrual of other forms of leave.
- 83.26 The purchase of additional leave under this clause will not affect the superannuation obligations of CIT and/or the teacher involved.

Access to other Leave Entitlements

- 83.27 Where a teacher provides a certificate from a registered health professional operating within their scope of practice 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 certificate, and substituted by personal leave.
- 83.28 A teacher participating in the scheme who proceeds on paid maternity or primary care giver's leave will elect to, either:
- 83.28.1 exit the purchased leave scheme and have any money owing refunded; or
 - 83.28.2 subject to subclause 83.29, remain in the scheme and have pay deductions continue during the period of paid maternity or primary care giver's leave.
- 83.29 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 leave or primary care giver's leave.
- 83.30 A teacher participating in the scheme who is in receipt of paid workers' compensation will have pay 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.

84. Public Holidays*

Eligibility

- 84.1 [#] Public holidays are available to teachers other than casual teachers except under subclause 84.3.

Entitlement

- 84.2 Teachers are entitled to be absent from duty on the following days:
- 84.2.1 1 January (New Year's day), or, if that day falls on a Saturday or Sunday, the following Monday;
 - 84.2.2 26 January (Australia Day), or, if that day falls on a Saturday or Sunday, the following Monday;
 - 84.2.3 the 2nd Monday in March (Canberra Day);
 - 84.2.4 Good Friday;
 - 84.2.5 the Saturday following Good Friday;
 - 84.2.6 the Monday following Good Friday;
 - 84.2.7 25 April (Anzac Day), or, if that day falls on a Saturday or Sunday, the following Monday;
 - 84.2.8 the 2nd Monday in June (the day for the observance of the anniversary of the birthday of the Sovereign);
 - 84.2.9 Family and Community Day;
 - 84.2.10 the 1st Monday in October (Labour Day);
 - 84.2.11 Christmas Day, or, if that day falls on a Saturday or Sunday, the following Monday;
 - 84.2.12 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;
 - 84.2.13 any other day, or a part of any other day, declared to be a public holiday in the ACT in accordance with the Holidays Act 1958; and, in addition,
 - 84.2.14 the next working day after Boxing Day;
 - 84.2.15 any other day, or part of any day, declared to be a holiday by the Commissioner for Public Administration.
- 84.3 [#] Teachers employed on a casual basis, engaged to work on public holidays listed at subclause 84.2, are entitled to payment for teaching which would otherwise have been performed on those days.

Rate of Payment

- 84.4 A public holiday is granted with pay.

- 84.5 A part-time teacher whose regular part-time hours do not fall on a public holiday will not be paid for that public holiday.
- 84.6 A teacher will not be paid for a public holiday which occurs during a period of leave without pay.
- 84.7 If a public holiday occurs on the day immediately before or immediately after a teacher is on a period of leave without pay the teacher is entitled to be paid for the public holiday.

Effect on Other Entitlements

- 84.8 Subject to subclause 84.9, public holidays count as service for all purposes.
- 84.9 A public holiday will not count as service if it occurs while the teacher is on a period of leave not to count as service.

85. Christmas Shut Down[#]

- 85.1 All permanent and temporary 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.

86. Compassionate Leave

Purpose

86.1 Compassionate leave is available to teachers to enable them be absent from duty when a member of a teacher's immediate family or household:

86.1.1 has a personal illness or injury that poses a serious threat to the person's life; or

86.1.2 dies.

Eligibility

86.2 Compassionate leave is available to all teachers.

Entitlement

86.3 A teacher may be granted compassionate leave from the first day of service.

86.4 Compassionate leave is non-cumulative.

86.5 Teachers are entitled to up to five days of compassionate leave on each occasion of the death of a member of the teacher's immediate family or household. The Chief Executive may grant an additional paid or unpaid period of compassionate leave for this purpose.

86.6 Teachers are entitled to up to two days of compassionate leave on each occasion of personal illness or injury of a member of the teacher's immediate family or household that poses a serious threat to the person's life. The Chief Executive may grant an additional paid or unpaid period of compassionate leave for this purpose.

Evidence and Conditions

86.7 The teacher should discuss with their manager/supervisor, as soon as practicable, their absence or intention to be absent on compassionate leave.

86.8 A teacher must make an application to the Chief Executive to access compassionate leave.

86.9 The Chief Executive may request evidence that would satisfy a reasonable person that an application for compassionate leave is for a purpose specified in subclause 86.1.

86.10 Having met the requirements of this clause, the Chief Executive will approve a teacher's application to access compassionate leave.

86.11 If the teacher has not provided the evidence requested under subclause 86.9, a decision not to approve the leave may be taken in accordance with subclause 76.1.

Rate of Payment

- 86.12 Compassionate leave will be granted with pay, except for casual teachers and except where it is granted without pay under subclause 86.5 or 86.6.

Effect on Other Entitlements

- 86.13 Compassionate leave with pay will count as service for all purposes.
- 86.14 Public Holidays for which the teacher is entitled to payment that fall during periods of absence on paid compassionate leave will be paid as a normal public holiday and will not be considered an absence on compassionate leave.
- 86.15 Compassionate leave that is granted under subclause 86.5 is not deducted from a teacher's personal leave balance.
- 86.16 Compassionate leave that is granted under subclause 86.6 is deducted from a teacher's personal leave balance.

Access to Other Leave Entitlements

- 86.17 If compassionate leave of at least one day is granted while a teacher is absent on another type of leave, the other type of leave will be re-credited for the period of the absence on compassionate leave.

87. Community Service Leave

Purpose

- 87.1 Community service leave is available to teachers to allow them to be absent from the workplace to engage in the following three distinct types of community service activities:
- 87.1.1 jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - 87.1.2 a voluntary emergency management activity; or
 - 87.1.3 other recognised voluntary community service activity.

Jury Service

Eligibility

- 87.2 Community service leave for jury service is available to all teachers.

Entitlement

- 87.3 Community service leave for jury service is non-cumulative.

Evidence and Conditions

- 87.4 Although the granting of community service leave for jury service is deemed to be approved, a teacher must:
- 87.4.1 submit a leave application for the period of the absence; and
 - 87.4.2 provide sufficient documentary evidence of the reason for the absence.
- 87.5 The teacher should discuss with their manager/supervisor their intention to be absent on community service leave for jury service.

Rate of Payment

- 87.6 Community service leave for jury service will be granted with pay to teachers other than casual teachers.
- 87.7 If the teacher is paid jury fees, this amount must be deducted from the teacher's pay less reasonable out-of-pocket expenses.

Effect on Other Entitlements

- 87.8 Community service leave for jury service will count as service for all purposes.
- 87.9 Public holidays for which the teacher is entitled to payment that fall during periods of absence on paid community service leave for jury service will be paid as a normal public holiday and will not be considered to be community service leave for jury service.

Voluntary Emergency Management

Eligibility

- 87.10 A teacher who is a member of a relevant emergency service, including:
- 87.10.1 a State or Territory Emergency Service;
 - 87.10.2 a fire-fighting service;
 - 87.10.3 a search and rescue unit; or
 - 87.10.4 other volunteer service performing similar functions
- is eligible for community service leave for voluntary emergency management.
- 87.11 A casual teacher who is a member of a relevant emergency service is eligible to unpaid community service leave for voluntary emergency management service.

Entitlement

- 87.12 Eligible teachers are entitled to be absent on unpaid leave to engage in a voluntary emergency management activities, subject to operational requirements in the workplace.
- 87.13 Eligible teachers, other than casual teachers, are eligible for up to four days paid community service leave for voluntary emergency management per emergency.
- 87.14 Community service leave for voluntary emergency management is non-cumulative.

Evidence and Conditions

- 87.15 A teacher should discuss their intention to be absent on paid or unpaid community service for voluntary emergency management with their manager/supervisor as soon as practicable, which may be at a time after the absence has started. The teacher must advise the manager/supervisor of the period, or expected period, of the absence.
- 87.16 A teacher must make an application to the Chief Executive to access their paid community service leave for voluntary emergency management entitlement.
- 87.17 The teacher must, if requested by the Chief Executive, provide sufficient documentary evidence of the reason for the absence.
- 87.18 The Chief Executive may grant paid community service leave for voluntary emergency management to enable the teacher to fulfil an obligation in the event of a civil emergency.
- 87.19 Having considered the requirements of this clause the Chief Executive may approve a teacher's application to access paid community service leave for voluntary emergency management. A decision not to approve the leave will be taken in accordance with subclause 76.1.

Rate of Payment

- 87.20 Where paid leave is granted for community service leave for voluntary emergency management, it is paid at the teacher's ordinary hourly rate of pay.

Effect on Other Entitlements

- 87.21 A period of approved community service leave for voluntary emergency management will count as service for all purposes.
- 87.22 Public holidays for which the teacher is entitled to payment that fall during periods of absence on paid community service leave for voluntary emergency management will be paid as a normal public holiday and will not be considered to be community service leave for voluntary emergency management.

Additional Leave

- 87.23 Additional paid leave may be approved by the Chief Executive for any voluntary emergency management duties required to be performed by a teacher who is a member of a State or Territory Emergency Service.

Voluntary Community Service

Eligibility

- 87.24 Community service leave for voluntary community service is available to all teachers.

Entitlement

- 87.25 Teachers, other than casual teachers, are entitled to up to three days of paid leave for community service leave to engage in a recognised voluntary community service activity within a twelve month period.
- 87.26 Community service leave for voluntary community service is non-cumulative.
- 87.27 A teacher may be granted unpaid community service leave to engage in a recognised voluntary community service activity, subject to operational requirements in the workplace.

Evidence and Conditions

- 87.28 A teacher should discuss their intention to be absent on community service leave for voluntary community service, as soon as practicable, with their manager/supervisor.
- 87.29 A teacher must make an application to the Chief Executive to access their community service leave for voluntary community service entitlement.
- 87.30 The Chief Executive may request sufficient documentary evidence of the reason for the absence.
- 87.31 In considering an application from a teacher for paid leave to engage in a voluntary community service activity, the Chief Executive must consider whether:
- 87.31.1 the activity is a recognised voluntary activity; and
 - 87.31.2 the community organisation or project is an acceptable organisation or project as defined in CIT's guidelines; and
 - 87.31.3 there is a risk the activity would place the teacher in a real or perceived conflict of interest.
- 87.32 Leave for a voluntary community service activity must not be approved for activities which:

- 87.32.1 involve any payment in cash or kind for the duties performed by the teacher; or
 - 87.32.2 replace work ordinarily undertaken by a paid worker; or
 - 87.32.3 are undertaken solely for direct personal benefit of the teacher; or
 - 87.32.4 place the teacher in a conflict of interest situation; or
 - 87.32.5 are primarily focussed on promoting particular religious or political views; or
 - 87.32.6 involves work which does not have a community focus.
- 87.33 Having considered the requirements of this clause the Chief Executive may approve a teacher's application to access paid or unpaid community service leave for voluntary community service.
- 87.34 A decision not to approve the leave must be made in accordance with subclause 76.1.

Rate of Payment

- 87.35 Community service leave for voluntary community service is granted with pay for the first three days leave in a twelve month period to all teachers except casual teachers.

Effect on Other Entitlements

- 87.36 Community service leave for voluntary community service will count as service for all purposes up to a maximum of twenty three days in any twelve month period.
- 87.37 Where the Chief Executive has approved a request for unpaid community service leave for voluntary community service exceeding twenty days in a twelve month period, this leave in excess of twenty days will not count as service.
- 87.38 Public holidays for which the teacher is entitled to payment that fall during periods of absence on paid community service leave for voluntary community service will be paid as a normal public holiday and will not be considered to be community service leave for voluntary community service.

Access to Other Leave Entitlements

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

88. Maternity Leave

Purpose

- 88.1 Maternity leave is available to pregnant teachers to enable them to be absent from duty to:

- 88.1.1 support her own wellbeing and to care for and bond with a new born child; and
- 88.1.2 support the protection of the family and children under the *Human Rights Act 2004*; and
- 88.1.3 support the teacher's right to continuity of service.

Eligibility

- 88.2 A teacher who is pregnant is eligible to be absent on maternity leave.
- 88.3 A teacher is eligible for maternity leave where termination of the pregnancy occurs within twenty weeks of the expected date of birth of the child. Where a teacher's pregnancy terminates more than twenty weeks before the expected date of birth of the child any maternity leave which has been prospectively approved will be cancelled.

Eligibility – Paid Maternity Leave

- 88.4 A teacher who is eligible for maternity leave and who has completed twelve months of service, including recognised prior service, is eligible for paid maternity leave.
- 88.5 A teacher who is eligible for maternity leave and who completes twelve months of service within the first eighteen weeks of maternity leave is eligible for paid maternity leave for the period between completing twelve months of service and the end of the first eighteen weeks of maternity leave.
- 88.6 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 eighteen weeks of maternity leave.

Entitlement

- 88.7 An eligible teacher is entitled to be absent for up to fifty two weeks maternity leave for each pregnancy. To avoid doubt, the entitlement under this clause does not increase in cases of multiple births.
- 88.8 Subject to subclause 88.4, a teacher who is eligible for paid maternity leave is entitled to be paid for the first eighteen weeks of maternity leave and this entitlement is in addition to the Federal paid parental leave scheme.
- 88.9 Maternity leave is non-cumulative.
- 88.10 Subject to subclauses 88.12 and 88.13, 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.
- 88.11 An eligible teacher's period of maternity leave will commence:

- 88.11.1 subject to subclause 88.12, six weeks prior to the expected date of birth of the child; or
 - 88.11.2 on the birth of the child (including where this occurs earlier than six weeks prior to the expected date of birth of the child); or
 - 88.11.3 on the date the pregnancy ends if that occurs within twenty weeks (either side) of the expected date of birth of the child; or
 - 88.11.4 for all other eligible teachers, on the first day of maternity leave.
- 88.12 A teacher who produces medical evidence from a registered medical practitioner that she is fit for duty until a date less than six weeks prior to the expected date of birth of the child may continue to work up until a date recommended by the medical practitioner, subject to the approval of the Chief Executive.
- 88.13 A teacher who has given birth to a child and produces medical evidence from a registered 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 a date recommended by the medical practitioner, subject to the approval of the Chief Executive.
- 88.14 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.
- 88.15 A teacher is entitled to return to work in accordance with the provisions in the National Employment Standards of the FW Act.

Evidence and Conditions

- 88.16 A teacher must give notice to their manager/supervisor as soon as practicable of their intention to be absent on maternity leave.
- 88.17 Maternity leave is deemed to be approved; however a teacher must submit an application to the Chief Executive for any period of maternity leave. Having considered the requirements of this clause the Chief Executive will approve a teacher's application to access maternity leave.
- 88.18 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 registered health professional who is operating within their scope of practice.
- 88.19 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 registered health professional who is operating within their scope of practice.

Rate of Payment

- 88.20 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 personal leave.
- 88.21 Despite subclause 88.20, where an employee varies their ordinary hours of work, either from part time to full time, from part time to different part time, or from full time to part time, during the twelve-month period directly preceding maternity leave, the rate of payment for the paid component of their maternity leave, which will be capped at full time rates, will be calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the twelve-month period immediately before the period of maternity leave commences. Paid maternity leave may be taken in any combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to thirty six weeks at half pay.
- 88.22 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause 88.21.
- 88.23 Paid maternity leave may be taken in any combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to thirty six weeks at half pay.
- 88.24 The Chief Executive may approve, subject to a medical certificate from a registered medical practitioner, 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 of the teacher's paid maternity leave entitlement.
- 88.25 A period of paid maternity leave does not extend the maximum fifty two week period of maternity leave available to an eligible teacher.
- 88.26 A teacher's period of absence on maternity leave between the paid period of maternity leave and the maximum fifty two week period of maternity leave will be without pay, unless other paid leave entitlements are accessed.

Effect on Other Entitlements

- 88.27 Maternity leave with pay will count as service for all purposes.
- 88.28 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.
- 88.29 Subject to subclause 88.26 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.

- 88.30 Public holidays for which the teacher would otherwise have been entitled to payment that fall during periods of absence on maternity leave will not be paid as a normal public holiday.

Access to Other Leave Entitlements

- 88.31 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.
- 88.32 Subject to subclause 78.45, 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 a certificate from a registered health professional operating within their scope of practice to the extent of available entitlements.

Keep in Touch Arrangements

- 88.33 At any time after six weeks from the child's date of birth, a teacher may agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.).
- 88.34 The teacher will be paid at their ordinary hourly rate of pay for this time. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to maternity leave.
- 88.35 For the purpose of subclause 88.31, a medical certificate is not required.

89. Special Maternity Leave

Purpose

- 89.1 Special maternity leave is available to teachers where:
- 89.1.1 the teacher is not fit for work due to a pregnancy related illness, or
 - 89.1.2 the pregnancy of the teacher ends within twenty eight weeks of the expected date of birth, other than by the birth of a living child.
- 89.2 Note: If a pregnancy ends within twenty weeks of the expected date of birth of the child the teacher may be entitled to paid or unpaid maternity leave as per subclauses 88.3 and 88.4.

Eligibility

- 89.3 Special maternity leave is available to all teachers and eligible casual teachers.

Entitlement

- 89.4 A teacher is entitled to a period of unpaid special maternity leave for the duration certified by a registered medical practitioner as necessary.

Evidence and Conditions

- 89.5 The teacher must provide the Chief Executive with notice that they are taking special maternity leave. The notice must be given as soon as practicable (which may be after the leave has started); and should include the period, or expected period, of the leave.
- 89.6 A teacher must submit an application to the Chief Executive for any period of special maternity leave. Having considered the requirements of this clause the Chief Executive will approve a teacher's application to access special maternity leave.
- 89.7 A teacher who has given notice that special maternity leave will be (or is being) taken must provide reasonable evidence of the purpose for taking leave. This evidence may include a medical certificate from a registered medical practitioner.

Rate of Payment

- 89.8 Special maternity leave is granted without pay.

Effect on Other Entitlements

- 89.9 Special Maternity leave does not count as service for any purpose.
- 89.10 Special maternity leave does not break continuity of service.
- 89.11 Special maternity leave accessed due to pregnancy related illness is deducted from the entitlement for unpaid maternity leave accessed after the birth of the child.

Access to Other Leave Entitlements

- 89.12 Special maternity leave is in addition to any accrued personal leave entitlement.
- 89.13 Special maternity leave is in addition to compassionate leave.

90. Primary Care Giver Leave

Purpose

- 90.1 Primary care giver leave is available to teachers to enable them to be absent from duty to:
- 90.1.1 care for and bond with a newborn child; and
 - 90.1.2 support the protection of the family and children under the *Human Rights Act 2004*.

Eligibility

- 90.2 Primary care giver leave is available to teachers other than casual teachers who are the primary care giver of a newborn child.

- 90.3 A teacher who has completed at least twelve months continuous service, including recognised prior service, is eligible for primary care giver leave.
- 90.4 A teacher who is eligible for paid maternity leave, foster and short term care leave, or adoption or permanent care leave, is not eligible for primary care giver leave.
- 90.5 A teacher who completes twelve months of continuous service within eighteen weeks of becoming the primary care giver for a child is eligible for primary care giver leave for the period between completing twelve months of qualifying service and the end of the first eighteen weeks of becoming the primary care giver of the child.

Entitlement

- 90.6 An eligible teacher is entitled to eighteen weeks of paid leave in relation to each birth and this entitlement is in addition to the Federal paid parental leave scheme. To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or care and protection orders that apply to more than one child.
- 90.7 Primary care giver leave is non-cumulative.
- 90.8 A teacher is entitled to return to work in accordance with the provisions in the National Employment Standards of the FW Act.

Evidence and Conditions

- 90.9 A teacher should discuss with their manager/supervisor, as soon practicable, their intention to be absent on primary care giver leave.
- 90.10 A teacher must make an application to the Chief Executive to access their primary care giver leave.
- 90.11 The teacher must provide the Chief Executive with appropriate evidence concerning the reasons for and circumstances under which the primary care giver leave application is made, which may include:
- 90.11.1 a certificate from a registered health professional operating within their scope of practice relating to the expected date of birth of a child;
or
 - 90.11.2 a birth certificate.
- 90.12 In all cases details of leave being taken by the teacher's domestic partner must be provided.
- 90.13 Before granting primary care giver leave, the Chief Executive must be satisfied that the teacher demonstrates that they are the primary care giver.

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

Example 2: The primary care giver may be the domestic partner of the newborn child's mother.

- 90.14 For the purposes of this clause a newborn is considered to be a baby of up to fourteen weeks old. In extenuating circumstances, the Chief Executive may approve primary care giver leave when a newborn is more than fourteen weeks old.
- 90.15 Having considered the requirements of this clause the Chief Executive will approve a teacher's application to access primary care giver leave.
- 90.16 The total combined entitlement under this clause and the maternity leave clause, and equivalent clauses in any other ACTPS enterprise agreement, is eighteen weeks of paid leave in relation to the birth.
- 90.17 Primary care giver leave may be taken in any combination with maternity leave provided that the mother and the other teacher entitled to primary care giver leave do not take these forms of paid leave concurrently.

Rate of Payment

- 90.18 Primary care giver leave will be granted with pay.
- 90.19 The rate of payment to be paid to the teacher during a paid period of primary care giver leave is the same rate as would be paid if the teacher was granted personal leave.
- 90.20 Despite subclause 90.19, where a teacher varies their ordinary hours of work, either from part time to full time, from part time to different part time, or from full time to part time, during the twelve-month period directly preceding primary care giver leave, the rate of payment for the paid component of their primary care giver leave, which will be capped at full time rates, will be calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the twelve-month period immediately before the period of primary care giver leave commences.
- 90.21 To avoid doubt, a teacher's status and all other entitlements remain unaltered by the operation of subclause 90.20.
- 90.22 Primary care giver leave may be granted in any combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to thirty six weeks at half pay.

Effect on Other Entitlements

- 90.23 Primary care giver leave will count as service for all purposes.
- 90.24 Public holidays for which the teacher would otherwise have been entitled to payment that fall during periods of absence on primary caregiver leave will not be paid as a normal public holiday.

Access to Other Leave Entitlements

- 90.25 Primary care giver leave does not extend the maximum period of unpaid parental leave available to a teacher.

Keep in Touch Arrangements

- 90.26 A teacher on primary care giver leave may agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.).
- 90.27 The teacher will be paid at their ordinary hourly rate of pay for this time during unpaid primary care giver leave. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to primary care giver leave.

91. Parental Leave

Purpose

- 91.1 Parental leave is in addition to the provisions available in maternity leave, primary care giver leave and adoption or permanent care leave and is available to teachers to enable them to be absent from duty following the birth or adoption of a child or the commencement of a permanent caring arrangement for a child.

Eligibility

- 91.2 Parental leave is available to a teacher or an eligible casual teacher who is the primary care giver of a child following the birth or adoption of a child or the commencement of a permanent caring arrangement for a child.

Entitlement

- 91.3 A teacher is entitled to up to two years of parental leave following the child's birth, adoption or commencement of a permanent caring arrangement, less any period of maternity leave, primary care giver leave or adoption or permanent care leave which the teacher has taken in relation to the same child.
- 91.4 To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or permanent caring arrangements that apply to more than one child at any one time.
- 91.5 At the end of this time the teacher is entitled to return to work in accordance with the provisions in the National Employment Standards.
- 91.6 A teacher is entitled to apply and will be granted an additional year of parental leave for up to two occasions of birth, adoption or commencement of a permanent caring arrangement, provided that the teacher agrees, where necessary, to become unattached.

Evidence and Conditions

- 91.7 A teacher should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on parental leave.
- 91.8 A teacher must make an application to the Chief Executive to access their unpaid parental leave entitlement.
- 91.9 Having considered the requirements of this clause the Chief Executive will approve a teacher's application to access parental leave.
- 91.10 The teacher must provide the Chief Executive with appropriate evidence concerning the reasons for and circumstances under which the unpaid parental leave application is made, which may include:
- 91.10.1 a birth certificate; or
 - 91.10.2 documents from an adoption authority concerning the adoption of a child; or
 - 91.10.3 documents relating to a permanent caring arrangement.
- 91.11 The Chief Executive will not grant parental leave if the teacher's domestic partner is on parental leave and is an employee of the ACTPS.

Rate of Payment

- 91.12 Parental leave will be granted without pay.

Effect on Other Entitlements

- 91.13 Parental leave does not count as service for any purpose.
- 91.14 Parental leave does not break continuity of service.
- 91.15 Public holidays for which the teacher would otherwise have been entitled to payment that fall during periods of absence on parental leave will not be paid as a normal public holiday.

Access to Other Leave Entitlements

- 91.16 A teacher on parental leave may access annual and long service leave on full or half pay to the extent of available entitlements.
- 91.17 An application by a teacher for personal leave during a period that would otherwise be a period of parental leave will be granted subject to the teacher providing a certificate from a registered health professional operating within their scope of practice.

Keep in Touch Arrangements

- 91.18 A teacher may agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.), less any Keep In Touch time approved during maternity or primary caregiver leave as per subclauses 88.31 or 90.24.
- 91.19 The teacher will be paid at their ordinary hourly rate of pay for this time. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to parental leave.

92. Bonding Leave

Purpose

- 92.1 Bonding leave is available to teachers to enable them to be absent from duty to:
- 92.1.1 bond with a newborn child, adopted child, or a child for whom the teacher's domestic partner has commenced a primary care giving role under a permanent caring arrangement;
 - 92.1.2 support the protection of the family and children under the *Human Rights Act 2004*.

Eligibility

- 92.2 Bonding leave is available to teachers other than casual teachers at the time of the child's birth, adoption or the commencement of a permanent caring arrangement when the employee is not the primary care giver to the child.
- 92.3 A teacher who is eligible for paid maternity leave, adoption or permanent care leave or primary care giver leave is not entitled to bonding leave. If, however, bonding leave has been taken by the employee, and the employee later becomes entitled to primary care giver's leave due to unforeseen circumstances, the Chief Executive may agree to convert the bonding leave and personal leave taken in accordance with this clause to primary care giver's leave.

Entitlement

- 92.4 Under this clause, a teacher is entitled to be absent on paid leave for a maximum of two weeks (ten working days) at, or near, the time of the birth, adoption or commencement of the permanent caring arrangement. The maximum absence may be increased by a further five days of personal leave for bonding purposes as per subclause 78.35.
- 92.5 In accordance with the NES, an eligible teacher is entitled to be absent up to a maximum of eight weeks of concurrent unpaid bonding leave in the first twelve months following the birth or adoption or commencement of a permanent caring arrangement for a child, subject to a minimum period of two weeks at a time unless a shorter period is agreed by the Chief Executive.

- 92.6 The entitlement under subclause 92.5 will be reduced by the extent of the entitlement accessed by a teacher under subclause 92.4.
- 92.7 To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or permanent caring arrangements that apply to more than one child at the one time.
- 92.8 Bonding leave is non-cumulative.
- 92.9 Paid bonding leave must be taken as a single ten day block. The five days of personal leave accessed as per subclause 78.35 may be taken at any time up to fourteen weeks from the date of the birth, adoption or commencement of the permanent caring arrangement.
- 92.10 Where a teacher's domestic partner is also an ACTPS employee this leave may be taken concurrently with the domestic partner receiving maternity leave, adoption or permanent care leave or primary care giver leave.

Evidence and Conditions

- 92.11 A teacher should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on bonding leave.
- 92.12 Bonding leave will be approved subject only to the Chief Executive being satisfied that the eligibility requirements have been met; however a teacher must submit an application to the Chief Executive for any period of bonding leave.
- 92.13 The teacher must provide the Chief Executive with appropriate evidence concerning the circumstances under which the bonding leave application is made, which may include:
- 92.13.1 a medical certificate relating to the expected date of birth of a child; or
 - 92.13.2 a birth certificate; or
 - 92.13.3 documents from an adoption authority concerning the proposed adoption of a child; or
 - 92.13.4 documents relating to a permanent caring arrangement until the child reaches the age of eighteen.
- 92.14 Unless the Chief Executive determines that exceptional circumstances apply bonding leave will not be approved to care for:
- 92.14.1 a baby over the age of fourteen weeks (not applicable in cases of adoption or permanent caring arrangements); or
 - 92.14.2 an adopted child or child who is the subject of a permanent caring arrangement over the age of eighteen on the day of placement.

Rate of Payment

- 92.15 Bonding leave will be granted with or without pay.

- 92.16 The rate of payment to be paid to the teacher during a period of bonding leave is the same rate as would be paid if the teacher was granted personal leave.

Effect on Other Entitlements

- 92.17 Paid bonding leave will count as service for all purposes and unpaid bonding leave will not count as service for any purposes but will not break continuity of service.
- 92.18 Public holidays for which the teacher is entitled to payment that fall during periods of absence on bonding leave will be paid as a normal public holiday and will not extend the maximum period of bonding leave.

93. Grand Parental Leave

Purpose

- 93.1 Grandparental leave is available to teachers to enable them to be absent from duty to undertake a primary care giving role to their grandchild during normal business hours.

Eligibility

- 93.2 Grandparental leave is available to teachers other than casual teachers and teachers on probation.
- 93.3 To be eligible for grandparental leave, the baby or child whom the teacher is providing care for must be:
- 93.3.1 their grandchild; or
 - 93.3.2 their step-grandchild; or
 - 93.3.3 their adopted grandchild; or
 - 93.3.4 a child for whom the teacher's child has parental or caring responsibility authorised under a law of a State or Territory.

Entitlement

- 93.4 An eligible teacher may be granted up to fifty two weeks of grandparental leave, in relation to each grandchild under care. This leave may be taken over a period not exceeding five years.
- 93.5 Grandparental leave is available up until the fifth birthday of the grandchild for whom the teacher is the primary care giver.
- 93.6 Grandparental leave is non-cumulative.
- 93.7 The length of a period of absence on grandparental leave must be agreed between the eligible teacher and the Chief Executive.

Example 1: A day or part-day on an occasional basis.

Example 2: A regular period of leave each week, fortnight or month.

Example 3: A larger block of leave such as six or twelve months.

- 93.8 If a teacher is absent on grandparental leave and becomes a grandparent to another grandchild, for whom they are the primary care giver, a new application must be made as per subclause 93.4.

Evidence and Conditions

- 93.9 A teacher should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on grandparental leave.
- 93.10 A teacher must make an application to the Chief Executive to access their grandparental leave entitlement, and must include details of the period, or expected period, of the absence.
- 93.11 Having considered the requirements of this clause the Chief Executive may approve a teacher's application to access grandparental leave. A decision not to approve the leave will be taken in accordance with subclause 76.1.
- 93.12 The Chief Executive should not approve an application for grandparental leave where a teacher has an annual leave balance in excess of eight weeks.
- 93.13 An application for grandparental leave must include evidence in the form of:
- 93.13.1 a statutory declaration or a medical certificate confirming the birth or the expected date of the birth of the grandchild; or
 - 93.13.2 the grandchild's adoption certificate or a statutory declaration confirming the adoption of the grandchild; or
 - 93.13.3 a letter or a statutory declaration confirming that there is an authorised care situation.
- 93.14 If both grandparents are teachers of CIT either grandparent may be granted leave but the leave may not be taken concurrently.

Rate of Payment

- 93.15 Grandparental leave will be granted without pay.

Effect on Other Entitlements

- 93.16 Teachers cannot engage in outside employment during a period of grandparental leave without the prior approval of the Chief Executive.
- 93.17 Grandparental leave will count as service for all purposes except the accrual of annual leave and personal leave.
- 93.18 Grandparental leave will not break continuity of service.

- 93.19 Public holidays for which the teacher would otherwise have been entitled to payment that fall during periods of absence on grandparental leave will not be paid as a normal public holiday.

Access to Other Leave Entitlements

- 93.20 A teacher on grandparental leave may access annual leave, purchased leave or long service leave.
- 93.21 An application by a teacher for personal leave during a period that would otherwise be grandparental leave will be granted subject to the teacher providing a certificate from a registered health professional who is operating within their scope of practice.

Unattachment

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

94. Adoption or Permanent Care Leave

- 94.1 Adoption or Permanent Care leave is available to teachers to enable them to be absent from duty to:
- 94.1.1 care for and bond with an adopted child or a child for whom the teacher has a permanent caring responsibility, including kinship arrangements, until the child turns eighteen; and
 - 94.1.2 support the protection of the family and children under the *Human Rights Act 2004* and the *Children and Young People Act 2008*.

Eligibility

- 94.2 Paid adoption or permanent care leave is available to teachers other than casual teachers who are the primary care giver of an adopted child or a child for whom the teacher has a permanent caring responsibility until the child turns eighteen.
- 94.3 A teacher who has completed at least twelve months continuous service, including recognised prior service, is eligible for adoption or permanent care leave.
- 94.4 A teacher who is eligible for paid primary care giver leave is not eligible for adoption or permanent care leave.
- 94.5 A teacher who completes twelve months of continuous service within eighteen weeks of becoming the primary care giver for an adopted child or a child for whom the teacher has a permanent caring responsibility is eligible for adoption or permanent care leave for the period between completing twelve months of qualifying service and the end of the first eighteen weeks of becoming the primary care giver of the child.

Entitlement

- 94.6 An eligible teacher is entitled to eighteen weeks of paid leave in relation to each occasion of adoption or commencement of a permanent caring responsibility.
- 94.7 A casual teacher is entitled to unpaid pre-adoption leave in accordance with the provisions of the National Employment Standards.
- 94.8 To avoid doubt, the entitlement under subclause 94.6 does not increase when the adoption or permanent caring responsibility involves more than one child at the time of application.
- 94.9 Adoption and permanent care leave is non-cumulative.
- 94.10 A teacher is entitled to return to work in accordance with the provisions in the National Employment Standards.

Evidence and Conditions

- 94.11 A teacher should discuss with their manager/supervisor, as soon practicable, their intention to be absent on adoption or permanent carer leave.
- 94.12 A teacher must make an application to the Chief Executive to access their adoption or permanent care leave.
- 94.13 The teacher must provide the Chief Executive with appropriate evidence concerning the reasons for and circumstances under which the adoption or permanent care leave application is made, which may include:
- 94.13.1 documents from an adoption authority concerning the adoption; or
 - 94.13.2 an authorisation as a kinship carer made under the *Children and Young Peoples Act 2008*.
- 94.14 In all cases details of leave being taken by the teacher's domestic partner must be provided.
- 94.15 Leave under this clause will not be approved for teachers in circumstances where the child has lived continuously with the teacher for a period of six months or more at the date of placement or in cases where the child is a child of the teacher or teacher's spouse or de facto partner.
- 94.16 Before granting leave the Chief Executive must be satisfied that the teacher demonstrates that they are the primary care giver.
- Example 1: The primary care giver may be the adoptive mother or father of the child.
- Example 2: The primary care giver may be authorised as a permanent kinship carer in the initial six months of the child's placement with them.
- 94.17 Adoption or permanent care leave may commence up to one week prior to the date the teacher assumes permanent caring responsibility for the child but not

later than the formal commencement of the adoption or permanent caring responsibility, unless exceptional circumstances apply.

- 94.18 In all cases, the child(ren) must be under the age of eighteen at the date the teacher assumes permanent responsibility for the child for leave to be approved.

Rate of Payment

- 94.19 Adoption or permanent care leave will be granted with pay, except for unpaid pre-adoption leave for casual teachers.

- 94.20 The rate of payment to be paid to the teacher during a paid period of adoption or permanent care leave is the same rate as would be paid if the teacher was granted personal leave.

- 94.21 Despite subclause 94.20, where a teacher varies their ordinary hours of work, either from part time to full time, from part time to different part time, or from full time to part time, during the twelve month period directly preceding adoption or permanent caring leave, the rate of payment for the paid component of their adoption or permanent care leave, which will be capped at full time rates, will be calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the twelve month period immediately before the period of adoption or permanent care leave commences.

- 94.22 To avoid doubt, a teacher's status and all other entitlements remain unaltered by the operation of subclause 94.21.

- 94.23 Leave may be granted in any combination of full or half pay, with credits to be deducted

Effect on Other Entitlements

- 94.24 Paid adoption or permanent care leave will count as service for all purposes.

- 94.25 Public holidays for which the teacher would otherwise have been entitled to payment that fall during periods of absence on adoption or permanent care leave will not be paid as a normal public holiday.

Access to Other Leave Entitlements

- 94.26 Adoption or permanent care leave does not extend the maximum period of unpaid parental leave available to a teacher.

95. Foster and Short Term Care Leave

Purpose

- 95.1 Foster and Short Term Care leave is available to teachers to enable them to be absent from duty to:

- 95.1.1 a) care for a child in an emergency or other short term out of home care placement , including kinship arrangements, that has not been determined to be permanent; and
- 95.1.2 b) support the protection of the family and children under the *Human Rights Act 2004* and the *Children and Young People Act 2008*.

Eligibility

- 95.2 Foster and Short Term Care leave is available to teachers other than casual teachers who are the primary care giver of a child in an emergency or other out of home care placement that has not been determined as permanent.
- 95.3 A teacher who has completed at least twelve months continuous service, including recognised prior service, is eligible for Foster and Short Term Care leave.

Entitlement

- 95.4 An eligible teacher will be entitled to a period of paid leave proportionate to the duration of the caring arrangement per application and up to a maximum of ten working days/shifts per calendar year.

Example 1: An emergency care placement of 48 hours will entitle a teacher to up to two days/shifts of leave.

Example 2: A short term care placement of up to two years' duration will entitle a teacher to up to ten working days/shifts of leave.
- 95.5 Where the duration of the existing arrangement is subsequently altered, for example, a change from an emergency placement to a short term placement, the teacher may, subject to further application and approval, have their leave extended up to a maximum period of ten working days/shifts.
- 95.6 An eligible teacher will be entitled to paid leave as per subclause 95.4 to undertake accreditation towards an enduring parental authority to care for the child(ren) to whom the current short term caring arrangement applies.
- 95.7 The entitlement under subclause 95.4 does not increase when the short term caring arrangement involves more than one child at the time of application.
- 95.8 Foster and Short Term Care leave is non-cumulative.
- 95.9 Where a teacher exhausts their paid leave entitlement under this clause the teacher may seek approval for further unpaid leave.

Evidence and Conditions

- 95.10 A teacher should discuss with their manager/supervisor, as soon practicable, their intention to be absent on Foster and Short Term Care leave.
- 95.11 A teacher must make an application, as soon as practicable, to the Chief Executive to access their Foster and Short Term Care leave.

- 95.12 The teacher must provide the Chief Executive with appropriate evidence concerning the reasons for and circumstances under which each Foster and Short Term Care leave application is made, which may include:
- 95.12.1 documents relating to current and previous court orders granting responsibility for a foster child; or
 - 95.12.2 documents from a registered health professional or registered medical professional.

Rate of Payment

- 95.13 Foster and Short Term Care leave will be granted with pay or without pay.
- 95.14 The rate of payment during absence on a period of paid Foster and Short Term Care leave is the same rate as would be paid if the teacher was granted personal leave.
- 95.15 The approved leave period may be taken at full pay in a single block or as single or part days.

Effect on Other Entitlements

- 95.16 Paid Foster and Short Term Care leave will count as service for all purposes and unpaid Foster and Short Term Care leave will not count as service for any purposes but will not break continuity of service.
- 95.17 Public holidays for which the teacher is entitled to payment that fall during periods of absence on paid Foster and Short Term Care leave will be paid as a normal public holiday and will not be considered to be Foster and Short Term Care leave.

Access to Other Leave Entitlements

- 95.18 An eligible teacher will be required to have exhausted their entitlement under this leave clause before accessing their personal leave credit to care for a child, for whom they are responsible under a short term caring arrangement, who is ill or injured.

96. Leave for Domestic Violence Purposes

Purpose

- 96.1 Leave for domestic violence purposes is available to teachers who are experiencing domestic violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, domestic violence.
- 96.2 Domestic violence is defined in the Dictionary.

Eligibility

96.3 Leave for domestic violence purposes is available to all teachers with the exception of casual teachers.

96.4 Casual teachers are entitled to access leave without pay for domestic violence purposes.

Entitlement

96.5 A teacher experiencing domestic violence will have access up to a maximum of 20 days/shifts per calendar year paid leave, subject to the provision of appropriate evidence. Leave for domestic violence purposes is non-accumulative.

96.6 Leave for domestic violence purposes is in addition to other leave entitlements and is not to be used as a substitute for personal leave. However, where supporting evidence is not immediately available the Chief Executive will, grant paid leave under clause 79 of this Agreement (Personal Leave in Extraordinary and Unforeseen Circumstances), subject to available credit. If the teacher subsequently produces supporting evidence, the personal leave will be re-credited and the leave taken will be converted to leave for domestic violence purposes.

96.7 Leave for domestic violence purposes is to be used to:

96.7.1 attend appropriate medical appointments for referral to other appropriate counselling or support services;

96.7.2 obtain legal advice;

96.7.3 attend counselling appointments;

96.7.4 seek assistance from other relevant support services;

96.7.5 attend court proceedings;

96.7.6 attend prosecution appointments;

96.7.7 attend police appointments;

or to access:

96.7.8 alternative accommodation;

96.7.9 alternative childcare or schooling for children;

the need for which is as a consequence of domestic violence.

96.8 Leave for domestic violence purposes may be taken as consecutive or single days, or as part days.

96.9 For confidentiality and privacy reasons leave for domestic violence purposes will be attributed as coming under “where leave cannot be granted under any other

provision” which is included and identified within “Other Leave Types” in Annex D of this Agreement.

Evidence and Conditions

- 96.10 Teachers wishing to access leave for domestic violence purposes should discuss making an application with their manager/supervisor or an appropriate HR Manager as soon as reasonably practical.
- 96.11 As a general rule, a leave application should be submitted by a teacher for approval by the Chief Executive before the commencement of the leave. However, retrospective applications may be approved provided that appropriate evidence is provided as soon as reasonably practicable upon the employee’s return to the workplace.
- 96.12 Evidence of the occurrence of domestic violence will be required to access leave for domestic violence purposes.
- 96.13 Evidence may include:
- 96.13.1 a document issued by the Police;
 - 96.13.2 a written referral, issued by a registered medical practitioner or registered nurse, to a counsellor trained in providing support in domestic violence situations;
 - 96.13.3 a document issued by a Court, or a counsellor trained in providing support to people experiencing the effects of domestic violence;
 - 96.13.4 written confirmation from an Employee Assistance Program provider or from a domestic violence support service that the teacher is experiencing domestic violence issues ;
- 96.14 Managers are to keep all information concerning the leave application strictly confidential. This includes, after sighting any supporting documentation, returning that documentation to the teacher.

Rate of Payment

- 96.15 Leave for domestic violence purposes is granted with pay. Casual teachers are entitled to access leave without pay for domestic violence purposes.
- 96.16 Leave for domestic violence purposes will not be granted at half pay, unless there are extenuating circumstances.

Effect on Other Entitlements

- 96.17 Leave with pay for domestic violence purposes will count as service for all purposes. Leave without pay for domestic violence purposes will not count as service for any purpose, but will not break a teacher’s continuity of service.

Access to Other Leave Entitlements

- 96.18 Where leave for domestic violence purposes credits have been exhausted the Chief Executive may grant a teacher leave without pay or other forms of paid leave, such as annual leave or long service leave.
- 96.19 Teachers should utilise personal leave for an illness or injury, or to seek treatment for an illness or injury, caused by domestic violence.
- 96.20 Leave entitlements under clause 79 of this Agreement (Personal Leave in Extraordinary and Unforeseen Circumstances) may be used by a teacher who is seeking leave to support a person who is experiencing domestic violence.

Further Consideration

- 96.21 The head of service and unions covered by this Agreement, agree to examine options to deal with the work-related consequences for employees who are victims of sexual assault in instances that occur outside the confines of a domestic relationship. Consultation with subject matter experts and interested stakeholders will be undertaken with a view to developing an ACTPS-wide Policy that may provide for additional entitlements for ACTPS employees in such circumstances. The Chief Minister, Treasury and Economic Development Directorate will commence this work in consultation with ACTPS workplace unions not later than six months from the commencement of this Agreement.

97. Other Leave*

Purpose

- 97.1 Other leave is available to teachers to enable them to be absent from duty for a variety of purposes as set out in Annex D (Other Leave).
- 97.2 Other leave may be granted in the interests of:
- 97.2.1 CIT, the ACTPS, a State or Territory, or the Commonwealth; or
 - 97.2.2 the community in general; or
 - 97.2.3 the teacher.

Note: Separate provisions apply for community service leave which includes jury service, voluntary emergency management and voluntary community service.

Eligibility

- 97.3 A teacher who meets the eligibility requirements specified in Annex D (Other Leave) is eligible to apply for that form of other leave.

Entitlement

- 97.4 A teacher may be granted other leave to the maximum period set out in Annex D (Other Leave).

- 97.5 # The following provisions apply to all forms of Other Leave which is without pay (LWOP) (excepting Maternity Leave Without Pay and Unpaid Parental Leave):
- 97.5.1 LWOP is discretionary and may only be approved subject to the requirements of CIT;
 - 97.5.2 Written approval must be received prior to any LWOP being taken and approval should never be anticipated;
 - 97.5.3 LWOP will normally include periods covered by Christmas shutdown and paid non-attendance where such periods immediately succeed the period of LWOP;
 - 97.5.4 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;
 - 97.5.5 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.

Evidence and Conditions

- 97.6 A teacher should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on a form of other leave, including the reasons for the absence and the period, or expected period, of the absence.
- 97.7 A teacher must make an application to the Chief Executive to access a form of other leave.
- 97.8 Having considered the requirements of this clause the Chief Executive may approve a teacher's application to access a form of other leave. A decision not to approve the leave must be made in accordance with subclause 76.1.
- 97.9 The teacher must, if requested by the Chief Executive, provide sufficient documentary evidence supporting the reason for the absence.
- 97.10 When considering requests for other leave, the Chief Executive will take into account:
 - 97.10.1 the teacher's circumstances;
 - 97.10.2 community norms and obligations;
 - 97.10.3 the operational requirements of the workplace;
 - 97.10.4 other available leave options;
 - 97.10.5 any conditions on the entitlement as defined in Annex D (Other Leave).

Rate of Payment

- 97.11 Other leave may be granted with or without pay in accordance with Annex D (Other Leave).

Effect on Other Entitlements

- 97.12 A period of other leave will, or will not, count as service in accordance with Annex D (Other Leave).
- 97.13 Public holidays for which the teacher is entitled to payment that fall during periods of absence on other paid leave will be paid as a normal public holiday and will not reduce an entitlement of the teacher to other leave under Annex D (Other Leave).

Access to Other Leave Entitlements

- 97.14 Leave will not be granted under this provision if another form of leave is more appropriate.

Unattachment

- 97.15 Where the leave is without pay for a period of more than twelve months the Chief Executive may, with the teacher's written consent, declare the teacher unattached.

98. Long Service Leave*

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

- 98.2 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.

- 98.3 Where a teacher whose period of employment is less than seven years but not less than one year:

98.3.1 ceases to be a teacher, otherwise than because of the teacher's death, on, or after, the teacher attaining the minimum retiring age; or

98.3.2 ceases to be a teacher because of the teacher's redundancy; or

98.3.3 ceases to be a teacher and satisfies the Chief Executive that the teacher so ceasing is due to ill health of such a nature as to justify the teacher so ceasing

the Chief Executive will authorise payment to the teacher under this subsection in accordance with Part 4.3 of the PSM Standards.

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

98.5 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 Part 4.3 of the PSM Standards 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.

98.6 To encourage the flexible use of long service leave:

98.6.1 teachers may be granted 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; and

98.6.2 [#] 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.

98.6.3 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; or

98.6.4 [#] having considered his or her work-life balance, an teacher with a balance of greater than three months may, in writing, request the approval of the Chief Executive to the partial or full payment in lieu of their leave credit in excess of three month. 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. The payment in lieu will be based on the rate of pay the employee would have received had the employee taken the leave at the time the application was made. If the employee is on higher duties, payment at the higher duties rate will only be approved if the higher duties would have continued for an equivalent period of leave.

98.6.4.1 [#] Approval by the Chief Executive will be subject to financial/ operational requirements.

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

99. Conversion of Part-Time Long Service Leave Credits[#]

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

100. Study Leave[#]

100.1 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 union.

101. Recognition of Teaching Hours while on Leave[#]

101.1 During a teacher's teaching weeks, where a teacher has a period of approved leave the teacher will have recognition of teaching hours allocated in the following way:

101.1.1 Where a teacher has been allocated scheduled classes in Faculty Load, those hours will be recognised as part of their annual target.

101.1.2 Where a teacher has no scheduled classes allocated in Faculty Load, and there is no written agreement with the Delegate regarding teaching hours during the period of leave, then the teacher will be allocated a daily teaching load based on the following formula:

$$\frac{\text{Annual Teaching Load} *}{\text{Number of annual teaching weeks}} / 5$$

**As defined at subclause 19.11*

101.1.3 Where a teacher has no scheduled classes allocated in Faculty Load, and there is a written agreement with the Delegate regarding the teaching hours (during the period of leave or on the total hours to be taught for the year), the hours to be recognised for the leave period will be an amount consistent with the written agreement.

101.2 Leave types as referred to in this clause are specified at Section F (Leave). Nothing in this clause prevents the application of Section F (Leave).

102. Deferred Salary Scheme[#]

102.1 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.

102.2 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.

102.3 A teacher may withdraw from this arrangement prior to completing the required period outlined in subclause 102.1 by written notice to the Chief Executive. The teacher will receive reimbursement of the deferred salary amount as at the date of withdrawal from the scheme, but will not be entitled to equivalent absence from duty.

Section G: Communication and Consultation

103. Consultation

- 103.1 There should be effective consultation and teacher participation in decisions that affect a teacher's employment. This is essential to the successful management of change.
- 103.2 Where there are proposals by CIT to introduce changes in the organisation or to existing work practices, the Chief Executive will consult with affected teachers and the union.
- 103.3 The Chief Executive will provide relevant information to assist the teachers and the union to understand the reasons for the proposed changes and the likely impact of these changes so that the teachers and the union are able to contribute to the decision making process.
- 103.4 For the purpose of providing effective consultation:
 - 103.4.1 adequate time will be provided to teachers and the union to consult with CIT;
 - 103.4.2 a CIT Consultative Committee (CITCC) will be established, with membership to be agreed by the Chief Executive and the union following commencement of this Agreement; and
 - 103.4.3 additional levels of consultation, such as a Workplace Consultative Committee (WCC), may be established with the agreement of the CITCC to operate at the local level. Where established these levels of consultation will deal with workplace specific issues before such issues may be raised with the CITCC and have membership agreed by the CITCC.
- 103.5 The CITCC will:
 - 103.5.1 monitor the operation and implementation of this Agreement;
 - 103.5.2 consider any proposed new or proposed significant changes to CIT policy statements and guidelines that relate to the provisions of this Agreement; and
 - 103.5.3 exchange information about workplace issues affecting teachers; and
 - 103.5.4 consult on any existing performance management schemes, and on the development of any new performance management schemes, in CIT;
 - 103.5.5 meet at least quarterly, unless otherwise agreed; and
 - 103.5.6 have terms of reference agreed to by the members of CITCC.

- 103.6 The Chief Minister, Treasury and Economic Development Directorate will consult with the union and teachers prior to the finalisation of any significant changes or any new provisions in the PSM Act and the PSM Standards and any new service wide policy statements or guidelines that relate to the provisions of this Agreement.

Consultation on Changes to Regular Rosters or Ordinary Hours of Work

- 103.7 Where the ACTPS proposes to introduce a change to the regular roster or ordinary hours of work of employees, the following will apply:
- 103.7.1 the Chief Executive must notify the relevant teachers of the proposed change;
 - 103.7.2 the Chief Executive must recognise the affected teacher(s) union or other representative;
 - 103.7.3 as soon as practicable after proposing to introduce the change, the Chief Executive must:
 - 103.7.3.1 discuss with the relevant teachers the introduction of the change; and
 - 103.7.3.2 for the purposes of the discussion, provide to the relevant teachers:
 - 103.7.3.2.1 all relevant information about the change, including the nature of the change; and
 - 103.7.3.2.2 information about what the Chief Executive reasonably believes will be the effects of the change on the teachers; and
 - 103.7.3.2.3 information about any other matters that the Chief Executive reasonably believes are likely to affect the teachers; and
 - 103.7.3.3 invite the relevant teachers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 103.8 However, the Chief Executive is not required to disclose confidential or commercially sensitive information to the relevant teachers.
- 103.9 The Chief Executive must give prompt and genuine consideration to matters raised about the change by the relevant teachers.
- 103.10 These provisions are to be read in conjunction with other consultative obligations detailed in the Agreement.

Note: In this term "relevant teachers" means the teachers who may be affected by a change referred to in subclause 103.7.

- 103.11 In addition, the teacher undertakes that, for the purposes of subclause 103.2, the Chief Executive will recognise and consult with the affected teacher(s), their union or other representative.

104. Dispute Avoidance/Settlement Procedures

- 104.1 The objective of these procedures is the prevention and resolution of disputes about:
- 104.1.1 matters arising in the workplace, including disputes about the interpretation or implementation of the Agreement; and
 - 104.1.2 the application of the National Employment Standards.
- 104.2 For the purposes of this clause, except where the contrary intention appears, the term 'parties' refers to 'parties to the dispute'.
- 104.3 All persons covered by this Agreement agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of, disputes.
- 104.4 A teacher who is a party to the dispute may appoint a representative, which may be a relevant union, for the purposes of the procedures of this clause.
- 104.5 In the event there is a dispute, the following processes will apply.
- 104.6 Where appropriate, the relevant teacher or the teacher's representative will discuss the matter with the teacher's supervisor. Should the dispute not be resolved, it will proceed to the appropriate management level for resolution.
- 104.7 In instances where the dispute remains unresolved, the next appropriate level of management, the teacher, the union or other teacher representative will be notified and a meeting will be arranged at which a course of action for resolution of the dispute will be discussed.
- 104.8 If the dispute remains unresolved after this procedure, a party to the dispute may refer the matter to FWC.
- 104.9 FWC may deal with the dispute in two stages:
- 104.9.1 FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 104.9.2 if FWC is unable to resolve the dispute at this first stage, FWC may then:
 - 104.9.2.1 arbitrate the dispute; and
 - 104.9.2.2 make a determination that is binding on the parties.
- 104.10 FWC may exercise any powers it has under the FW Act as are necessary for the just resolution or determination of the dispute.

- 104.11 A person may be assisted and represented at any stage in the dispute process in FWC on the same basis as applies to representation before FWC under section 596 of the FW Act.
- 104.12 All persons involved in the proceedings under subclause 104.9 will participate in good faith.
- 104.13 Unless the parties agree to the contrary, FWC will, in responding to the matter, have regard to whether a party has applied the procedures under this term and acted in good faith.
- 104.14 The parties agree to be bound by a decision made by FWC in accordance with this clause.
- 104.15 However, any party may appeal a decision made by FWC in accordance with the FW Act.
- 104.16 Despite the above, the parties may agree to submit the dispute to a body or person other than FWC. Where the parties agree to submit the dispute to another body or person:
- 104.16.1 all of the above provisions apply, unless the parties agree otherwise; and
 - 104.16.2 references to FWC in the above provisions will be read as a reference to the agreed body or person;
 - 104.16.3 all obligations and requirements on the parties and other relevant persons under the above provisions will be complied with; and
 - 104.16.4 the agreed body or person must deal with the dispute in a manner that is consistent with section 740 of the FW Act.
- 104.17 While the parties are trying to resolve the dispute using procedures in this clause:
- 104.17.1 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
 - 104.17.2 a teacher must comply with a direction given by the Chief Executive to perform other available work at the same workplace, or at another workplace, unless:
 - 104.17.2.1 the work is not safe; or
 - 104.17.2.2 applicable workplace health and safety legislation would not permit the work to be performed; or
 - 104.17.2.3 the work is not appropriate for the teacher to perform; or
 - 104.17.2.4 there are other reasonable grounds for the teacher to refuse to comply with the direction.

105. Freedom of Association

- 105.1 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.
- 105.2 Teachers in negotiations of any kind are entitled to negotiate collectively where they so choose.
- 105.3 Teachers engaging in negotiations of any kind are entitled to be represented by a representative of their choice. The ACT Government will deal with any such representative in good faith.

106. Work Organisation

- 106.1 A teacher agrees to carry out all lawful and reasonable directions of the Chief Executive 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.
- 106.2 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.
- 106.3 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.

107. Right of Existing and New Teachers to Representation in the Workplace

- 107.1 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 union to represent its teachers who are members, or eligible to become members of the union.
- 107.2 The FW Act prescribes the purpose and manner under which the union may exercise right of entry in the workplace. CIT will grant the union access in accordance with the FW Act.
- 107.3 In addition, CIT will:
 - 107.3.1 allow union officials and teachers, who are permit holders, to enter CIT workplaces 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;
 - 107.3.2 allow the union to meet with new CIT teachers who are members, or who are eligible to become members, of the union, at a time during

normal working hours which the union and the Chief Executive agree upon, and of which the Chief Executive will advise the teachers;

107.3.3 provide all new CIT teachers with some form of induction program, including an induction package containing information about the union which the union has given CIT; and

107.3.4 invite the union to attend any face to face induction of new CIT teachers, the details of which the Chief Executive will advise to the union 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.

107.4 For the avoidance of doubt, nothing in subclause 107.3 should be taken as conferring a right of entry that is contrary to, or for which there is otherwise, a right of entry under the FW Act.

108. Co-operation and Facilities for Unions and other Teacher Representatives

108.1 For the purpose of ensuring that the union and other teacher representatives who are teachers of CIT can effectively fulfil their teacher representative role under this Agreement, the following provisions will apply.

108.2 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 the union and other teacher representatives to assist them to fulfil their representative obligations, duties and responsibilities having regard to CIT's statutory obligations, operational requirements and resources.

108.3 In addition to CIT facilities outlined in subclause 108.2, where available, a union or teacher representative who is a teacher of CIT will be able to establish designated Outlook public folders which will provide a collaborative electronic workspace to improve the flow of information.

108.4 The use of CIT facilities will be in accordance with published whole-of-government policies and for matters other than for industrial action.

108.5 A union or other teacher representative who is a teacher of 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 union or teacher representative may be required to conduct these duties external to the workplace.

109. Attendance at Industrial Relations Courses and Seminars

109.1 For the purpose of assisting teachers in gaining a better understanding of industrial relations issues relating to this Agreement, leave will be granted to teachers to attend recognised short training courses or seminars on the following conditions:

- 109.1.1 that operating requirements permit the granting of leave;
 - 109.1.2 that the scope, content and level of the short courses contribute to the better understanding of industrial relations issues;
 - 109.1.3 leave granted under this clause will be with full pay, not including overtime; and
 - 109.1.4 each teacher will not be granted more than 15 days leave in any calendar year.
- 109.2 If a teacher applies for leave under subclause 109.1 and the application was rejected because of operational requirements, approval of any subsequent application for leave by the teacher under subclause 109.1 will not be withheld unreasonably, provided that the teacher gives the manager/supervisor at least 14 days' notice in writing.
- 109.3 CIT will accept any short course conducted or accredited by a relevant employee organisation (for example, the union, Australian Council of Trade Unions or the ACT Trades and Labour Council) as a course to which subclause 109.1 applies.
- 109.4 Leave granted for this purpose will count as service for all purposes.

110. Privatisation

- 110.1 In order to promote job security of teachers, it is agreed that the privatisation of a Government entity may only occur where:
- 110.1.1 the entity does not perform a role central to the functions of Government; and
 - 110.1.2 disadvantaged groups would not be negatively affected by the privatisation; and
 - 110.1.3 a social impact statement has been completed which indicates that there is a demonstrated public benefit from the sale.
- 110.2 In the event that privatisation of CIT or a service or services currently supplied by CIT is under consideration, consultation will occur on the implications for teachers and CIT from these proposals.
- 110.3 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 the Chief Executive and subject to consideration on equal terms to any other bid. An independent probity auditor will be appointed by the Chief Executive to oversee the assessment of the in-house bid.

111. Superannuation

- 111.1 The Government will, through the Chief Minister, Treasury and Economic Development Directorate, consult with unions and teachers on changes to superannuation legislation that may be proposed by the Commonwealth.

112. Workplace Health and Safety[#]

- 112.1 CIT will further enhance its commitment to Workplace Health and Safety (WH&S) and the Injury Management of all teachers by:
 - 112.1.1 providing appropriate access to time, as determined by CIT, for Workplace Health and Safety representatives to perform their duties;
 - 112.1.2 monitoring WH&S issues and making available budget funding for health and wellbeing activities which address prevailing WH&S issues including, for example, but not limited to:
 - 112.1.2.1 personal protective equipment;
 - 112.1.2.2 preventative measures such as ergonomic assessment of workstations and preventative exercise and relaxation techniques to minimise risk of musculoskeletal and stress related injuries within the workplace;
 - 112.1.2.3 activities to encourage greater physical activity;
 - 112.1.3 making available annual non-mandatory influenza vaccinations to all teachers. CIT may also provide immunisation or therapy against other contagions as appropriate. CIT will consider requests from teachers for such therapy.
 - 112.1.4 providing access to specialist critical incident stress debriefing to teachers and their immediate family as required further to the commitment of providing Employee Assistance Program services under clause 68.
 - 112.1.5 making available return to work opportunities for all ill and injured teachers, consistent with its legal and moral obligations.

113. Outsourcing and Use of Contractors

- 113.1 CIT is committed to promoting permanent employment and job security for teachers within the ACTPS and accordingly agrees to the provisions in this clause.
- 113.2 The ACT Government is committed to:
 - 113.2.1 minimising the use of consultants/contractors across the ACTPS;
 - 113.2.2 minimising the use of sub-contractors and increase the use of direct employment of workers across the ACTPS;
 - 113.2.3 reviewing and assessing outsourced services with the ambition of returning these to direct ACT Government provision where the review demonstrates a beneficial outcome to the community;
 - 113.2.4 supporting direct employment relationships, but where sub-contractors are operating, that industrial and legal mechanisms to protect their rights, be developed and implemented.

- 113.3 Upon request a Joint Working Party will be convened and:
 - 113.3.1 will consist of an equal number of union and Government representatives;
 - 113.3.2 will be chaired by a Government representative; and
 - 113.3.3 will provide written reports to each Joint Council meeting.
- 113.4 Any recommendations of the Joint Working Party endorsed by the Joint Council will be referred to the Strategic Board and Unions.
- 113.5 CIT will:
 - 113.5.1 inform the relevant CIT Consultative Committee (CITCC) or equivalent of any recommendations endorsed by the Joint Council; and
 - 113.5.2 provide the CITCC or equivalent with regular reports on the use of consultants/contractors in CIT.
- 113.6 To assist in the promotion of permanent employment for teachers, CIT will ensure that the teachers of any consultants/contractors CIT proposes to engage receive fair and reasonable pay and conditions, having regard to any applicable industrial instruments, including awards and enterprise agreements.

114. Consultation Regarding the Teaching Calendar[#]

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

Section H: Workplace Values and Behaviour

115. Introduction

- 115.1 Except where otherwise noted, this Section applies to teachers, temporary teachers engaged for over six months and “eligible casual teachers” as defined within the dictionary. The Section does not apply to “casual teachers” as defined within the dictionary, or teachers on probation unless expressly stated.
- 115.2 Managers/supervisors and teachers have a common interest in ensuring that workplace behaviours are consistent with, and apply the values and general principles set out in section 9 of the PSM Act 1994 and the ACT Public Service Code of Conduct and Signature Behaviours. This involves the development of an ethical and safe workplace in which managers/supervisors and teachers act responsibly and are accountable for their actions and decisions.
- 115.3 The following provisions of Section H contain procedures for managing workplace behaviours that do not meet expected standards, including the management of cases of unsatisfactory work performance and misconduct.
- 115.4 These procedures for managing workplace behaviours and values 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 set out in section 9 of the PSM Act 1994.
- 115.5 Any misconduct, underperformance, internal review or appeal process under the previous enterprise agreement that is not completed as at the date of commencement of this enterprise agreement will be completed under the previous enterprise agreement. Any right of appeal from that process will also be set out in the previous enterprise agreement.

116. Preliminary Assessment

- 116.1 In cases where an allegation of inappropriate behaviour is made, the manager/supervisor will initiate a preliminary assessment process to determine whether further action is required. The manager/supervisor may inform and/or seek the assistance of an appropriate Human Resources Manager.
- 116.2 Following this process if the manager/supervisor determines that the allegations:
 - 116.2.1 require no further action, then no further action needs to be taken;
 - 116.2.2 can be resolved through counselling, other remedial action, or assistance to the teacher then the manager/supervisor will implement such action;
 - 116.2.3 are better resolved through Internal Review procedures set out in this Agreement or appropriate external mechanisms the manager/supervisor will refer the matter accordingly;

- 116.2.4 relate to underperformance processes the manager/supervisor will commence an underperformance process where this is warranted;
 - 116.2.5 require investigation the manager/supervisor will recommend to the Chief Executive that the matter be investigated;
 - 116.2.6 may be vexatious or knowingly false, the manager/supervisor will consider whether further action needs to be taken in relation to the person who made the allegations.
- 116.3 The manager/supervisor will inform the teacher where a preliminary assessment process is commenced under subclause 116.1 if it is appropriate to do so.
- 116.4 In performing the preliminary assessment the Chief Executive may authorise access to CIT information and communication technology (ICT) records including email, computer, work phone records, or building access logs if, in the opinion of the Chief Executive, access is necessary to determine whether further action is necessary.

117. Counselling

- 117.1 Counselling may happen outside of the misconduct and underperformance processes. All parties have an obligation to participate in counselling in good faith.
- 117.2 In cases where counselling is considered to be appropriate, the teacher will be invited to have a support person, who may be the teacher's union or other teacher representative, present at the counselling and will allow reasonable opportunity for this to be arranged.
- 117.3 The manager/supervisor or the Chief Executive will create a formal record of the counselling 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.
- 117.4 The record of the counselling will be provided to the teacher and the teacher given an opportunity to correct any inaccuracies and provide comments before signing the record. The teacher's signature is taken as representing their full agreement that the record accurately reflects the discussion. If the teacher elects not to sign the record, then details of the offer and any reasons given for refusal will be clearly noted.
- 117.5 Where the manager/supervisor or the Chief Executive considers that the teacher's conduct has not improved following counselling, an underperformance or misconduct process may be undertaken.

118. Underperformance

- 118.1 Under this clause, procedures are established for managing underperformance by a teacher.
- 118.2 This clause applies to all teachers, except casual teachers. In applying these procedures to teachers on probation, temporary teachers engaged for over six

months, or eligible casual teachers, the Chief Executive may determine that procedures and practices throughout clause 118 (Underperformance) may be applied on an appropriate and proportionate basis according to the circumstances of the case, and in accordance with the principles of procedural fairness and natural justice.

- 118.3 The objectives of these procedures are to:
- 118.3.1 provide advice and support to a teacher whose performance is below standard required; and
 - 118.3.2 to provide a fair, prompt and transparent framework for action to be taken where a teacher continues to perform below expected standard.
- 118.4 Consistent with good management practice, concerns about underperformance should be raised by the manager/supervisor with the teacher at the time that the concerns arise. The manager/supervisor should offer advice and support to the teacher to overcome these concerns. The manager/supervisor should inform the teacher that the following procedures might be invoked if the underperformance continues.
- 118.5 In order to ensure that these procedures operate in a fair and transparent manner, the manager/supervisor will be responsible for documenting all relevant discussions. The teacher must be given the opportunity to comment on any records before signing them.
- 118.6 All parties have an obligation to participate in underperformance processes in good faith.

Step One: Action Plan

- 118.7 Where a manager/supervisor assesses that a teacher's work performance continues to be below expected standards after having previously discussed concerns with the teacher in line with subclause 118.4, the manager/supervisor will inform the teacher in writing of this assessment and the reasons for it. The teacher will be invited by the manager/supervisor to provide written comments on this assessment, including any reasons that in the teacher's view may have contributed to their recent work performance.
- 118.8 After taking into account the comments from the teacher, the manager/supervisor must prepare an action plan in consultation with the teacher.
- 118.9 The manager/supervisor will invite the teacher to have a support person, who may be the teacher's union or other teacher representative, present at discussions to develop the action plan and will allow reasonable opportunity for this to be arranged.
- 118.10 The action plan will:
- 118.10.1 identify the expected standard of work required of the teacher on an on-going basis;

- 118.10.2 identify and/or develop any learning and development strategies that the teacher should undertake;
 - 118.10.3 outline the potential underperformance actions that may be taken if the teacher does not meet the expected standard;
 - 118.10.4 specify the action plan period), which should not normally be less than one month and should not normally exceed six months to allow the employee sufficient opportunity to achieve the required standard; and
 - 118.10.5 specify the assessment criteria to be measured within the action plan period.
- 118.11 Any current performance agreement will be suspended during the period of the action plan. Any incremental advancement action for the teacher will be suspended during the action plan period.

Step Two: Regular Assessment

- 118.12 During the action plan period, the manager/supervisor will make regular written assessments (desirably every fortnight) of the teacher's work performance under the action plan. The teacher will be given an opportunity to provide written comments on these assessments.
- 118.13 If the manager/supervisor considers that further assessment is needed the manager/supervisor may extend the action plan period. However, the extended assessment time must not result in the action plan exceeding six months duration. The manager/supervisor will inform the teacher in writing of the decision to extend the assessment time and duration of the action plan.

Step Three: Final Assessment / Report

- 118.14 If at the end of the action plan period, the manager/supervisor assesses the work performance of the teacher as satisfactory, no further action will be taken under these procedures at that time. The manager/supervisor will inform the teacher in writing of this decision.
- 118.15 If at the end of the action plan period, the manager/supervisor assesses the work performance of the teacher as not satisfactory, the manager/supervisor will provide a report including the assessment and reasons for the assessment to the Chief Executive.

Step Four: Underperformance Action

- 118.16 The Chief Executive will advise the teacher in writing:
- 118.16.1 of the assessment and reasons for the manager's/supervisor's assessment;
 - 118.16.2 of the underperformance action/s (subclause 118.17) proposed to be taken and the reasons for proposing this action;

118.16.3 of the teacher's right to respond in writing to the proposed action within a period of not more than seven calendar days.

118.17 At any time after seven calendar days from the date the Chief Executive advised the teacher under subclause 118.16, and after considering an response from the teacher, the chief Executive may decide to take one or more of the following underperformance actions:

118.17.1 transfer the teacher to other duties (at or below current pay);

118.17.2 defer the teacher's increment;

118.17.3 reduce the teacher's incremental point;

118.17.4 temporarily or permanently reduce the teacher's classification and pay;

118.17.5 remove any monetary benefit derived through an existing Attraction and Retention Incentive (or existing SEA);

118.17.6 terminate the teacher's employment.

118.18 The Chief Executive will inform the teacher in writing of the decision made under subclause 118.17, the reasons for the decision and the appeal mechanisms available under this Agreement.

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

119. Appeal Rights

119.1 The teacher has the right under Section J (Appeal Mechanism) to appeal any underperformance action taken under subclause 118.21, except action to terminate the teacher's employment.

119.2 The teacher may have an entitlement to bring an action under the FW Act in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

120. Misconduct & Discipline

Objectives and Application

120.1 This clause establishes procedures for managing misconduct or alleged misconduct by a teacher.

120.2 In applying these procedures to teachers on probation, an eligible casual teacher or a temporary teacher who have been engaged for over six months, the Chief Executive may determine that procedures and practices throughout clauses 120 to 124 apply on an appropriate and proportionate basis according to the circumstances of the case.

- 120.3 The objective of these procedures is to encourage the practical and expeditious resolution of misconduct issues in the workplace.
- 120.4 All parties have an obligation to participate in misconduct processes in good faith.

What is Misconduct?

- 120.5 For the purposes of this Section, misconduct includes any of the following:
 - 120.5.1 the teacher fails to meet the obligations set out in section 9 of the PSM Act 1994 (this includes bullying and harassment or discrimination);
 - 120.5.2 the teacher engages in conduct that has brought, or is likely to bring, CIT or ACTPS into disrepute;
 - 120.5.3 a period of unauthorised absence and the teacher does not offer a satisfactory reason on return to work;
 - 120.5.4 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 CIT;
 - 120.5.5 the teacher fails to notify the Chief Executive of criminal charges in accordance with clause 125; or
 - 120.5.6 the teacher makes a vexatious or knowingly false allegation against another teacher.

What is Serious Misconduct?

- 120.5.7 Serious misconduct means conduct that is so serious that it may be inconsistent with the continuation of a teacher's employment with CIT. Serious misconduct includes but is not limited to the kinds of serious misconduct defined within the Fair Work Regulations.

121. Dealing with Allegations of Misconduct

- 121.1 If, after receiving a recommendation from the manager/supervisor under paragraph 116.2.5, the Chief Executive is of the opinion that the alleged misconduct cannot be resolved without recourse to investigation, the Chief Executive will:
 - 121.1.1 inform the appropriate Human Resources Manager that an investigation is to take place;
 - 121.1.2 with the assistance of the appropriate Human Resource Manager make arrangements for an appropriately trained or experienced person (the investigating officer) to investigate the alleged misconduct in accordance with clause 123; and

- 121.1.3 inform the employee in writing of the alleged misconduct and that the matter is to be investigated.
- 121.2 Depending on the nature of the alleged misconduct the Chief Executive may immediately transfer the teacher to other duties, re-allocate duties away from the teacher or suspend the teacher with pay in accordance with clause 122. Where serious misconduct is alleged the Chief Executive may suspend a teacher without pay.
- 121.3 Notwithstanding the provisions of this section, the employment of a teacher may be summarily terminated without notice for serious and wilful misconduct.
- 121.4 No investigation may be necessary where the teacher fully admits to the alleged misconduct and the teacher agrees that there is no need for an investigation. In such cases, the Chief Executive may determine the appropriate disciplinary action/sanction in accordance with clause 124. The Chief Executive must ensure that they have sufficient information concerning the nature and full circumstances of the misconduct, any mitigating factors, and details of the teacher's prior service record and performance to enable a fair and reasonable determination under clause 124 to be made.

122. Suspension, Reassignment or Transfer

- 122.1 This clause applies to all teachers including eligible casual teachers and teachers on probation.
- 122.2 Subject to these procedures, the Chief Executive may suspend with pay or without pay, reassign or transfer a teacher where the Chief Executive is satisfied that it is in the public interest, the interests of the ACTPS or the interests of CIT to do so while the alleged misconduct is investigated.
- 122.3 The procedures applying under subclauses 122.4, 122.5 and 122.10 will also apply in circumstances where a teacher has been reassigned or transferred with pay to other duties following an allegation of misconduct.
- 122.4 The Chief Executive will not normally suspend, reassign or transfer a teacher without first informing the teacher of the reasons for the proposed suspension, reassignment or transfer 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.
- 122.5 Whilst suspended with pay a teacher will be paid:
 - 122.5.1 the teacher's ordinary hourly rate of pay and any higher duties allowances that would have been paid to the teacher for the period they would otherwise have been on duty; and
 - 122.5.2 overtime (but not overtime meal allowance) and shift penalty payments where there is a regular and consistent pattern of extra duty or shift work being performed over the previous six months which

- would have been expected to continue but for the suspension from duty; and
- 122.5.3 any other allowance or payment (including under a Attraction and Retention Initiative entered into in accordance with Annex B to this Agreement) of a regular or on-going nature that is not conditional on performance of duties.
- 122.6 Where a decision is made to suspend a teacher with pay no appeal or review of that decision is available.
- 122.7 A teacher who is suspended must be available to attend work and participate in the disciplinary process as directed within 48 hours of the direction being given unless they are on authorised leave.
- 122.8 Suspension without pay is usually only appropriate where serious misconduct is alleged or where the teacher is charged with a criminal offence that would in the opinion of the Chief Executive be incompatible with the continuation of the teacher's employment.
- 122.9 Whilst suspended without pay:
- 122.9.1 the suspension will not be for more than thirty calendar days, unless exceptional circumstances apply;
- 122.9.2 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;
- 122.9.3 in cases of demonstrated hardship, the teacher may access accrued long service leave and/or annual leave;
- 122.9.4 the teacher may apply to the Chief Executive for the suspension to be with pay on the grounds of demonstrated hardship.
- 122.10 The suspension without pay should be reviewed every thirty calendar days unless the Chief Executive considers that, in the circumstances, a longer period is appropriate.
- 122.11 A teacher suspended without pay and who is later acquitted of the criminal offence, or found not to have been guilty of the misconduct:
- 122.11.1 is entitled to be repaid the amount by which the teacher's pay was reduced; and
- 122.11.2 is entitled to be credited with any period of long service or annual leave that was taken.
- 122.12 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.

123. Investigations

- 123.1 The role of the investigating officer is to establish the facts of the allegations and to provide a report of those facts to the Chief Executive.
- 123.2 The investigating officer will:
 - 123.2.1 inform the teacher in writing of the particulars of the alleged misconduct, and details concerning the investigative process; and
 - 123.2.2 give the teacher a reasonable opportunity to respond to allegations, in writing and/or at a scheduled interview, before making a finding of fact; and
 - 123.2.3 provide the teacher with at least twenty four hours written notice prior to conducting an interview, and advise the teacher if the interview is to be recorded electronically; and
 - 123.2.4 advise the teacher that the teacher may have a second person present during the interview, who may be a union representative or other individual acting as support person and will allow reasonable opportunity for this to be arranged; and
 - 123.2.5 as soon as practicable take any further steps considered necessary to establish the facts of the allegations; and
 - 123.2.6 provide a record of the interview to the teacher to correct any inaccuracies in the record to provide any further response in relation to the allegations before signing the record. If the teacher elects not to sign the record, then details of the offer will be noted; and
 - 123.2.7 provide a written report to the Chief Executive setting out the investigating officer's findings of fact.
- 123.3 The investigating officer's finding of fact will be made on the balance of probabilities.
- 123.4 The Chief Executive may authorise access to CIT information and communication technology (ICT) records including email, computer, work phone records, or building access logs if, in the opinion of the Chief Executive, the investigating officer requires access in order to establish the facts of the allegations.
- 123.5 After considering the report from the investigating officer, the Chief Executive will make a determination on the balance of probabilities as to whether misconduct has occurred.
- 123.6 If the Chief Executive determines that misconduct has not occurred, the Chief Executive will notify the teacher of this finding and advise that no sanctions will be imposed.

124. Disciplinary Action and Sanctions

- 124.1 In circumstances where the Chief Executive, following an investigation or full admission by the teacher, determines that misconduct has occurred, and the Chief Executive considers disciplinary action is appropriate, one or more of the following sanctions may be taken in relation to the teacher:
- 124.1.1 written warning and admonishment;
 - 124.1.2 a financial penalty which can:
 - 124.1.2.1 reduce the teacher's increment level,
 - 124.1.2.2 defer the teacher's incremental advancement,
 - 124.1.2.3 impose a fine on the teacher,
 - 124.1.2.4 fully or partially reimburse the employer for damage wilfully incurred to property or equipment;
 - 124.1.3 transfer the teacher temporarily or permanently to another position at level or to a lower classification level;
 - 124.1.4 remove any monetary benefit derived through an existing Attraction and Retention Incentive (or existing SEA);
 - 124.1.5 termination of employment.
- 124.2 In relation to paragraph 124.2.3, if a teacher's classification is reduced as a result of disciplinary action, service before the demotion is not counted towards an increment for any higher duties the teacher performs after demotion.
- 124.3 sanctions imposed under these procedures must be proportionate to the degree of misconduct concerned. In determining the appropriate sanction, the following factors must be considered:
- 124.3.1 the nature and seriousness of the misconduct;
 - 124.3.2 the degree of relevance to the teacher's duties or to the reputation of CIT or the ACTPS;
 - 124.3.3 the circumstances of the misconduct;
 - 124.3.4 any mitigating factors, including any full admission of guilt; and
 - 124.3.5 the previous employment history and the general conduct of the teacher.
- 124.4 Before taking discipline action, the Chief Executive will advise the teacher in writing of:
- 124.4.1 the decision that misconduct has been found to have occurred; and
 - 124.4.2 the reasons for arriving at this decision; and

- 124.4.3 the sanction proposed; and
- 124.4.4 the period during which the teacher has to respond to the proposed discipline action (which must be a minimum of fourteen calendar days).

124.5 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 124.4.4 has lapsed, the Chief Executive may take disciplinary action. The Chief Executive will inform the teacher in writing of:

- 124.5.1 the final decision regarding discipline action to be taken; and
- 124.5.2 the date of effect and/or, if relevant, the cessation of the action; and
- 124.5.3 the appeal mechanisms that are available under this Agreement.

125. Criminal Charges

125.1 A teacher must advise the Chief Executive in writing of any criminal charges laid against the teacher in circumstances where a reasonable person would believe that the interests of CIT or of the ACTPS may be adversely affected, taking into account:

- 125.1.1 the circumstances and seriousness of the alleged criminal offence; and
- 125.1.2 the teacher's obligations under section 9 of the PSM Act; and
- 125.1.3 the effective management of the teacher's work area; and
- 125.1.4 the integrity and good reputation of the ACTPS and CIT; and
- 125.1.5 the relevance of the offence to the teacher's duties.

125.2 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 122.

125.3 If a teacher is convicted of a criminal offence 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.

125.4 Where a teacher is convicted of a criminal offence and the conviction or finding has adversely affected the interests of CIT or the ACTPS, the Chief Executive may impose a sanction for misconduct against the teacher in accordance with clause 124.

126. Right of Appeal

126.1 A teacher has the right under Section J (Appeal Mechanism) to appeal against any decision to take disciplinary action or to apply a sanction under subclause 124.1, or against any decision taken under clause 122 to suspend the teacher without pay,

or to transfer the teacher at reduced pay, except action to terminate the teacher's employment.

- 126.2 A teacher may have an entitlement to bring an action under the FW Act 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.
- 126.3 The appeal procedures under Section H apply to the exclusion of the rights of appeal and review under the PSM Act 1994 and the internal review procedures contained in Section I of this Agreement.

Section I: Internal Review Procedures

127. Objectives and Application

- 127.1 Under this Section, procedures are established for teachers to seek a review of management actions that affect their employment with CIT.
- 127.2 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 CIT.
- 127.3 These procedures apply to all teachers covered by this Agreement.
- 127.4 For the purposes of this Section, an action includes a decision and a refusal or failure to make a decision.

128. Decisions and Actions Excluded

- 128.1 The following decisions and actions are excluded from the rights of a teacher to seek a review under procedures set out in this Section (note this does not preclude the right to seek review under other processes):
 - 128.1.1 actions regarding the policy, strategy, nature, scope, resourcing or direction of the ACTPS and CIT (see clause 103 of this Agreement for consultation on these actions);
 - 128.1.2 actions arising under Commonwealth or ACT legislation that concern domestic or international security matters;
 - 128.1.3 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*);
 - 128.1.4 actions regarding workers' compensation (see the *Safety, Rehabilitation and Compensation Act 1988* for reviews and appeals);
 - 128.1.5 decisions to terminate the appointment of a teacher on probation;
 - 128.1.6 decisions on classification of an office (see clause 55: Classification/Work Value Review of this Agreement for reviews on classifications);
 - 128.1.7 actions arising from the misconduct procedures of this Agreement (see subclause 132.2 of this Agreement regarding appeals on these actions);
 - 128.1.8 actions arising from the underperformance procedures of this Agreement (see subclause 132.2 of this Agreement for appeals on these actions);

- 128.1.9 actions regarding the setting of rates of pay or conditions of employment under an award or agreement made under the FW Act, or under the PSM Act 1994 or the PSM Standards (this includes an Attraction and Retention Incentive (ARINs), Special Employment Arrangements (SEAs) or a pre FW Act Australian Workplace Agreement (AWA));
 - 128.1.10 decisions that another teacher perform the duties of a higher office or role for periods up to and including six months;
 - 128.1.11 decisions that another teacher perform the duties of a higher office or role (with a pay less than that of a Manager Education – Level 1) for periods greater than six months if the vacancy was advertised (see subclause 132.2 of this Agreement for appeals on these decisions);
 - 128.1.12 decisions to promote a teacher (see subclauses 132.2 and 132.3 of this Agreement for appeals about promotion decisions);
 - 128.1.13 decisions to appoint a teacher or to engage a teacher on a temporary contract;
 - 128.1.14 decisions to transfer another teacher or promote another teacher to an advertised vacancy where the teacher seeking the review was not an applicant;
 - 128.1.15 decisions to transfer a teacher;
 - 128.1.16 Actions arising from the internal review procedures or appeal panel procedures of this Agreement.
- 128.2 Teachers may seek a review under this Section of the processes leading to decisions under paragraphs 128.1.11, 128.1.12, 128.1.13 and 128.1.15, and in relation to the process leading to a decision under the PSM Standards to promote a teacher after acting for a period of twelve months or more in a position above Teacher Level 1 classification.

129. Initiating a Review

- 129.1 A teacher should first discuss their concerns about an action or decision with the relevant decision-maker with a view to resolving the matter within the workplace before initiating a review under these procedures.
- 129.2 A teacher, or the teacher's union or other teacher representative on the teacher's behalf, has the right to apply for a review of any action or decision that effects the teacher's employment, unless the action or decision is specifically excluded under this Section.
- 129.3 A teacher, or the teacher's union or other teacher representative on the teacher's behalf, may initiate a review under this Section by making an application to the Chief Executive that:
 - 129.3.1 is in writing; and

- 129.3.2 identifies the action and/or decision which the teacher seeks a review of; and
- 129.3.3 identifies the reasons the review is sought including, in the teacher's view, the effect/s that the action or decision has or is having on the teacher's employment; and
- 129.3.4 describes the outcome sought.

130. Review Process

- 130.1 Where appropriate, and agreed by the teacher who made the application under clause 129, or the teacher's union or other teacher representative on the teacher's behalf, the Chief Executive must consider mediation as an option before arranging for a review under subclause 130.3. The mediator will be agreed between the teacher and the Chief Executive.
- 130.2 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.
- 130.3 Subject to subclauses 130.1 and 130.2, the Chief Executive must arrange for an application made under clause 129 (Initiating a Review) to be reviewed by an independent person (the reviewer) who may be:
 - 130.3.1 A suitably skilled employee or executive who was not involved in the original action; or
 - 130.3.2 a person taken from a list of panel of providers approved by the Commissioner for Public Administration.
- 130.4 The Chief Executive may determine the process under which an application is reviewed, subject to the principles set out in subclause 130.5.
- 130.5 The reviewer must have due regard to the principles of natural justice and procedural fairness and act with as quickly as practicable consistent with a fair and proper consideration of the issues. This includes but is not limited to:
 - 130.5.1 fully informing the teacher of all relevant issues and providing access to all relevant documents; and
 - 130.5.2 providing reasonable opportunity for the teacher to respond; and
 - 130.5.3 advising the teacher of the teacher's rights to representation.
- 130.6 The reviewer may recommend to the Chief Executive that an application should not be considered on any of the following grounds:
 - 130.6.1 the application concerns a decision or action that is excluded under subclause 128.1; or

- 130.6.2 a period of twenty-eight calendar days has elapsed since the teacher was advised of the decision or action except where extenuating circumstances exist; or
- 130.6.3 the teacher has made an application regarding the decision or action to a court or tribunal, or where the reviewer believes it is more appropriate that such an application be made; or
- 130.6.4 the reviewer believes on reasonable grounds that the application:
 - 130.6.4.1 is frivolous or vexatious; or
 - 130.6.4.2 is misconceived or lacks substance; or
 - 130.6.4.3 should not be heard for some other compelling reason.
- 130.7 The Chief Executive must either confirm a recommendation made by the reviewer under subclause 130.6 that an application should not be considered or arrange for another reviewer to consider the application.
- 130.8 The Chief Executive will inform the teacher in writing, within fourteen calendar days of the date of any decision under subclause 130.7, including, the reasons for any decision not to consider the application.
- 130.9 If the reviewer does not make a recommendation under subclause 130.6, then the reviewer will conduct a procedural review on the papers to determine:
 - 130.9.1 whether it was open to the Chief Executive to take the action that he or she did;
 - 130.9.2 whether the principles of procedural fairness and natural justice were complied with in taking the original action; and
 - 130.9.3 whether the final decision of the Chief Executive was fair and equitable in all of the circumstances.
- 130.10 The reviewer must be provided with all relevant information and evidence that was available to the delegate in the making of the original decision or in taking the original action. To ensure efficiency and timeliness, the reviewer should not undertake to collect the same information or new evidence which was not available at the time the original action or decision was made.
- 130.11 After reviewing any action or decision the reviewer will, subject to subclause 130.16, 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 is taken. A copy of this report will be provided to the teacher.
- 130.12 In keeping with subclause 130.11, if the reviewer is of the view that there is doubt over the veracity and/or validity of the information or evidence or processes used in making the initial decision or action, the reviewer will inform the Chief Executive of that doubt and the reasons for it in the written report.

- 130.13 The teacher may respond to any aspects of the report. Such a response must be in writing and be provided to the Chief Executive within seven days of the teacher receiving the report.
- 130.14 The Chief Executive, after considering the report from the reviewer and any response from the teacher to the report of the reviewer, may:
- 130.14.1 confirm the original action; or
 - 130.14.2 vary the original action; or
 - 130.14.3 take any other action the Chief Executive believes is reasonable.
- 130.15 The Chief Executive will inform the teacher in writing, within fourteen calendar days of the date of any decision under subclause 130.14, including the reasons for the action.
- 130.16 Where the subject of the application is an action or decision of the Chief Executive, the written report of the reviewer will be made to the Commissioner for Public Administration. A copy of this report will be provided to the teacher.
- 130.17 The Commissioner for Public Administration may, after considering the report from reviewer, recommend to the Chief Executive that:
- 130.17.1 the original action be confirmed; or
 - 130.17.2 the original action be varied; or
 - 130.17.3 other action be taken that the Commissioner for Public Administration believes is reasonable.
- 130.18 The Chief Executive, after considering the report from the Commissioner for Public Administration, may:
- 130.18.1 accept any or all of the report's recommendation(s) and take such action as necessary to implement the recommendation(s); or
 - 130.18.2 not accept the report's recommendation(s) and confirm the original action.
- 130.19 If the Chief Executive does not accept any one of the recommendation(s) of the Commissioner for Public Administration under subclause 130.17, the Chief Executive will:
- 130.19.1 provide written reasons to the Commissioner for Public Administration for not accepting the recommendation(s); and
 - 130.19.2 provide the applicant, within fourteen calendar days, with written reasons for not accepting the recommendation(s).
- 130.20 If the Chief Executive does not accept any one of the recommendation(s) of the Commissioner for Public Administration under subclause 130.17, the Commissioner may report on this outcome in the Commissioner's Annual Report.

131. Right of External Review

- 131.1 The teacher, or the teacher's union or other teacher representative on the teacher's behalf, may seek a review of a decision or action of the Chief Executive under subclause 130.14 or subclause 130.18 by an external tribunal or body, including FWC.
- 131.2 FWC will be empowered to resolve the matter in accordance with the powers and functions set out in clause 104 of this Agreement. The decision of FWC will be binding, subject to any rights of appeal against the decision to a Full Bench in accordance with clause 104.15.

Section J: Appeal Mechanism

132. Objective and Application

- 132.1 This Section sets out an appeal mechanism for a teacher where the teacher (referred to in this section as “the appellant”) is not satisfied with the outcome of decisions described in the following clause.
- 132.2 This appeal mechanism will apply to:
- 132.2.1 decisions about promotion or temporary transfer to a higher office or role (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 (see PSM Act 1994 and PSM Standards);
 - 132.2.2 decisions to promote a teacher after acting for a period of twelve months or more in a position at Teacher Level 2 classification (or equivalent classification);
 - 132.2.3 Decisions to suspend the teacher without pay under clause 122 of this Agreement;
 - 132.2.4 decisions to take disciplinary action under subclause 124.1 of this Agreement, except a decision to terminate the teacher's employment;
 - 132.2.5 decisions to take underperformance action under subclause 118.17 of this Agreement, except a decision to terminate the person's employment;
 - 132.2.6 decisions taken in relation to a teacher's eligibility for benefits under clauses 119 and 120 of this Agreement and the amount of such benefits, the amount payable by way of income maintenance under clause 123, and the giving of a notice of involuntary redundancy or notice of reduction in classification under clauses 121 and 122;
 - 132.2.7 any other decision that is subject to appeal under the PSM Act.
- 132.3 For purposes of paragraphs 132.2.1 and 132.2.2, an appeal may only be made in relation to promotions or temporary transfer to a higher office or role where the classification is a Teacher Level 1 or 2. For positions at or above Manager Education – Level 1 an application may be made for an internal review of the process (see subclause 133.2 of this Agreement).
- 132.4 For the purposes of paragraph 132.2.2, any suitable qualified teacher may appeal the decision.
- 132.5 A teacher may have an entitlement to bring an action under FWC in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

133. Initiating an Appeal

- 133.1 A teacher, or the teacher's union or other teacher representative on the teacher's behalf, may initiate an appeal under these procedures by making an application to the Convenor of Appeal Panels that:
- 133.1.1 is in writing; and
 - 133.1.2 describes the action taken or to be taken, the reasons for the application and the outcome sought; and
 - 133.1.3 is received by the Convenor of Appeal Panels within fourteen calendar days of being notified of the decision to take the action.
- 133.2 For the purposes of paragraph 133.1.2, a decision must be an appealable decision as set out in subclause 132.2.

134. Composition of the Appeal Panel

- 134.1 The Head of Service will nominate a person, or position, to be the Convenor of the Appeal Panel.
- 134.2 Where an application is received by the Convenor of the Appeal Panel in accordance with the requirements set out in subclause 133.1 and 133.2 the Convenor of Appeal Panels will set up an Appeal Panel.
- 134.3 The Appeal Panel will comprise a nominee of CIT, a nominee of the teacher and a chairperson, where:
- 134.3.1 the chairperson is chosen from a panel of providers approved by the Commissioner for Public Administration (in consultation with Joint Council), or, in the case of an appeal relating to a promotion decision, an agreed person; and
 - 134.3.2 a chairperson from the panel of providers is so chosen on a rotational basis, unless there is an identified conflict of interest, in which case the next person on the panel of providers would be chosen.
- 134.4 The Convenor may only be a member of an Appeal Panel with the agreement of the appellant.
- 134.5 A person is not eligible to be a member of an Appeal Panel if that person was involved in the decision or the process that is the subject of the application.

135. Powers and Role of the Appeal Panel

- 135.1 In considering an application, the Appeal Panel must have due regard to the principles of natural justice and procedural fairness. Proceedings of the Appeal Panel are to be conducted as quickly as practicable consistent with a fair and proper consideration of the issues.
- 135.2 The Convenor of the Appeal Panel will invite the appellant to have a support person, who may be the teacher's union or other teacher representative, present

at meetings held with the Appeal Panel and will allow reasonable opportunity for this to be arranged.

135.3 The Appeal Panel will have the discretion to decide not to conduct a review of the appeal application, or, if it has commenced reviewing the application, to decide not to proceed further if, in the opinion of the Panel:

135.3.1 the application is frivolous or vexatious, or not made in good faith; or

135.3.2 the teacher making the appeal may apply to another person or authority about the application who may more appropriately deal with the action; or

135.3.3 further review of the application is not warranted.

Appeals about promotion and temporary transfer to a higher office or role

135.4 For appeals concerning promotion or transfer to a higher office or role under paragraph 132.2.1, the only ground on which the Appeal Panel can review the decision is the teacher making the appeal would be more efficient in performing the duties of the position than the person promoted or selected for temporary transfer.

135.5 After reviewing an application about promotion or temporary transfer to a higher office or role affecting the appellant, the Appeal Panel will either confirm the decision or make recommendations to the Chief Executive to substitute another decision. The Chief Executive will inform the appellant of this decision and the reasons for the decision.

Other Matters

135.6 Where the Appeal Panel determines that an application for appeal requires further consideration, the Appeal Panel will conduct a procedural review on the papers to determine whether:

135.6.1 It was open to the Chief Executive to take the action that he or she did;

135.6.2 the principles of procedural fairness and natural justice were complied with in taking the original action or decision; and

135.6.3 the final decision of the Chief Executive was appropriate in all of the circumstances.

135.7 The Appeal Panel must be provided with all relevant information and evidence that was available to the decision-maker in the making of the original decision or in taking the original action. To ensure efficiency and timeliness, the Appeal Panel should not undertake to collect the same information or new evidence.

135.8 Where the Appeal Panel is satisfied that a fundamental piece of evidence was not considered in the original process, the Appeal Panel may recommend to the Chief

Executive that the matter be referred back to the original decision-maker for further investigation.

- 135.9 The decision-maker, after considering the referral from the Appeal Panel under subclause 135.8, will:
- 135.9.1 as soon as possible, arrange for a further investigation to be conducted, in line with the referral of the Appeal Panel, and will provide any further information, evidence or outcomes of the further investigation to the Appeal Panel in order that they may complete their review; or
 - 135.9.2 provide written reasons to the Appeal Panel, within fourteen calendar days, for not accepting their referral for further investigation.
- 135.10 After reviewing any application under this section, other than an appeal about promotion or temporary transfer to a higher office or role, the Appeal Panel will, subject to subclause 135.8, make a written report containing recommendations to the Chief Executive. A copy of this report will be provided to the appellant.
- 135.11 In making recommendations to the Chief Executive under subclause 135.10 or to the Commissioner for Public Administration under subclause 135.13, the Appeal Panel must provide the reasons for its recommendations.
- 135.12 The Chief Executive, after considering the report from an Appeal Panel under subclause 135.1, will make a decision on any recommendation in the report and inform the appellant in writing of the reasons for that decision, within fourteen calendar days of receiving the report.
- 135.13 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, subject to subclause 135.8, make a written report containing recommendations to the Commissioner for Public Administration. A copy of this report will be provided to the appellant.
- 135.14 The Commissioner for Public Administration, after considering the report from an Appeal Panel under subclause 135.2, will recommend to the Chief Executive that the decision that is the subject of the application:
- 135.14.1 be confirmed; or
 - 135.14.2 be varied; or
 - 135.14.3 other action taken.
- 135.15 The Chief Executive, after considering the report from the Commissioner for Public Administration, may:
- 135.15.1 accept any or all of the report's recommendation(s) and take such action as necessary to implement the recommendation(s); or

135.15.2 not accept the report's recommendation(s) and confirm the original action.

135.16 If the Chief Executive does not accept the recommendations of the Commissioner for Public Administration under subclause 135.14, the Chief Executive will:

135.16.1 provide written reasons to the Commissioner for Public Administration for not accepting the recommendations; and

135.16.2 provide the appellant, within fourteen calendar days, with written reasons for not accepting the recommendations.

135.17 If the Chief Executive does not accept the recommendations of the Commissioner for Public Administration under subclause 135.14, the Commissioner may report on this outcome in the Commissioner's Annual Report.

136. Costs

136.1 The Territory will not be liable for any costs associated with representing an appellant in these procedures.

137. Right of External Review

137.1 The teacher, or the teacher's union or other representative on the teacher's behalf, may seek a review by FWC of a decision of the Chief Executive under subclause 135.12 or subclause 135.15.

137.2 The FWC will be empowered to resolve the matter in accordance with the powers and functions set out in clause 104 of this Agreement. The decision of FWC will be binding, subject to any rights of appeal against the decision to a Full Bench in accordance with clause 104.15.

Section K: Redeployment and Redundancy

138. Application

- 138.1 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 the ACTPS in order to avoid or minimise an excess teacher 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.
- 138.2 These provisions do not apply to temporary and casual teachers or teachers on probation.

139. Definitions

- 139.1 Excess teacher means an teacher who has been notified in writing by the Chief Executive that he or she is excess to CIT's requirements because:
- 139.1.1 the teacher is included in a class of teachers employed in CIT or an ACTPS Directorate, which class comprises a greater number of teachers than is necessary for the efficient and economical working of CIT or the Directorate; or
- 139.1.2 the services of the teacher cannot be effectively used because of technological or other changes in the work methods of CIT or relevant Directorate or changes in the nature, extent or organisation of the functions of CIT or relevant Directorate.
- 139.2 Potentially excess teacher means a teacher who is likely to become actually excess in a foreseeable space of time.

140. Consultation

- 140.1 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 union, the following issues (as appropriate in each case):
- 140.1.1 the number and classification of teachers affected;
- 140.1.2 the reasons a teacher is or teachers are likely to be excess to requirements;
- 140.1.3 the method of identifying teachers as excess, having regard to the efficient and economical working of CIT and the relative efficiency of teachers;

- 140.1.4 the number, classification, location and details of the teachers likely to be excess;
 - 140.1.5 the number and classification of teachers expected to be required for the performance of any continuing functions in CIT;
 - 140.1.6 measures that could be taken to remove or reduce the incidence of teachers becoming excess;
 - 140.1.7 redeployment prospects for the teachers concerned;
 - 140.1.8 the appropriateness of using voluntary retirement; and
 - 140.1.9 whether it is appropriate for involuntary retirement to be used if necessary.
- 140.2 No information that would identify any individual teachers will be provided by the Chief Executive under this Section.
- 140.3 The discussions under subclause 140.1 will take place over such time as is reasonable, taking into account the complexity of the restructuring and need for potential excess teacher situations to be resolved quickly. Any use of involuntary retirement will be agreed between the Chief Executive and the union at this stage and will not be used without the written agreement of the Chief Executive and the union.
- 140.4 Except where a lesser period is agreed between the Chief Executive and the teacher, the teacher will not, within one month after the union has been advised under subclause 142.1, be invited to volunteer for retirement nor be advised in writing that he or she is excess to CIT's requirements.
- 140.5 The Chief Executive will comply with the notification and consultation requirements for the union and Centrelink about terminations set out in the FW Act.

141. Information Provided to the Teacher

Informal Advice

- 141.1 At the point where individual teachers can be identified, the Chief Executive will advise the teacher(s) that a position(s) is likely to become excess and that the teacher may be affected. In that advice the teacher(s) will also be advised that the teacher may be represented by a union or other teacher representative at subsequent discussions. The Chief Executive will discuss with the teacher(s) and, where chosen, the union or other teacher representative(s) the issues dealt with in subclauses 140.1.1 to 140.1.9 (as appropriate in each case).
- 141.2 The Chief Executive will, at the first available opportunity, inform all teachers likely to be affected by an excess staffing situation of the terms and operation of this Section.

Formal Notification

- 141.3 The notification of a teacher's potentially excess status will only be given when the consultation required under subclause 140.1 and the consultation required under subclause 141.1 has taken place. Following such consultation, where the Chief Executive is aware that a teacher is potentially excess, the Chief Executive will advise the teacher in writing.
- 141.4 To allow an excess teacher to make an informed decision on whether to submit an election to be voluntarily retired, the Chief Executive must provide the teacher with advice on:
- 141.4.1 the sums of money the teacher would receive by way of severance pay, pay instead of notice, and paid up leave credits; and
 - 141.4.2 the career transition/development opportunities within CIT.
- The teacher should also seek independent advice on:
- 141.4.3 amount of accumulated Superannuation contributions;
 - 141.4.4 the options open to the teacher concerning superannuation; and
 - 141.4.5 the taxation rules applicable to the various payments.
- 141.5 CIT will supplement the costs of independent, accredited financial counselling incurred by each teacher who has been offered voluntary redundancy up to a maximum of \$1000. The Chief Executive will authorise the accredited financial counsellors to invoice CIT directly.

142. Voluntary Redundancy

- 142.1 At the completion of the discussions in accordance with clause 140, the Chief Executive may invite teachers to elect to be made voluntarily redundant under this clause.
- 142.2 Where the Chief Executive invites an excess teacher to elect to be made voluntarily redundant, the teacher will have a maximum of one calendar month from the date of the offer in which to advise the Chief Executive of the teacher's election, and the Chief Executive will not give notice of redundancy before the end of the one month period.
- 142.3 Subject to subclause 142.4, 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 teacher is over forty-five years old and has completed at least two years continuous service.
- 142.4 Where the Chief Executive so directs, or the teacher so requests, the teacher will be retired at any time within the period of notice under subclause 142.3, and the teacher will be paid in lieu of pay for the unexpired portion of the notice period.

143. Severance Benefit

- 143.1 A teacher 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:
- 143.1.1 a sum equal to two weeks of the teacher's pay 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 pay; or
 - 143.1.2 twenty-six weeks pay.
- 143.2 For the purpose of calculating any payment instead of notice or part payment, the pay a teacher 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.
- 143.3 For the purpose of calculating payment under subclause 142.1:
- 143.3.1 where a teacher 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 pay level will be the teacher's pay in such higher position at that date;
 - 143.3.2 where a teacher has, during 50% or more of pay periods in the twelve months immediately preceding the date on which he or she receives notice of retirement, been paid a loading for shiftwork or are paid a composite pay, the weekly average amount of shift loading received during that twelve month period will be counted as part of "weeks pay";
 - 143.3.3 the inclusion of other allowances, being allowances in the nature of pay, will be subject to the approval of the Chief Executive.
- 143.4 Where a redundancy situation affects a number of teachers engaged in the same work at the same level, elections to be made redundant may be invited.
- 143.5 Nothing in this Agreement will prevent the Chief Executive inviting teachers 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 teachers who do not wish to accept voluntary redundancy.

144. Redeployment

- 144.1 Redeployment of potentially excess and excess teachers will be in accordance with the teacher's experience, ability and, as far as possible, the teacher's career aspirations and wishes.
- 144.2 The Chief Executive will consider potentially excess and excess teachers from other ACTPS agencies in isolation for vacancies at the teacher's substantive level.

- 144.3 Excess teachers (potential or actual) have absolute preference for transfer to positions at the teacher's substantive level and must be considered in isolation from other applicants for any vacancy within CIT and the ACTPS. An excess teacher 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 pay does not exceed the top increment of the teacher's current classification by more than 10%.
- 144.4 The Chief Executive will make every effort to facilitate the placement of an excess teacher, within the service.
- 144.5 The Chief Executive will arrange reasonable training that would assist the excess teacher's prospects for redeployment.
- 144.6 The Chief Executive will provide appropriate internal assistance and career counselling and assist as necessary with the preparation of job applications.
- 144.7 An excess teacher who does not accept voluntary redundancy is entitled to a seven month retention period.
- 144.8 The retention period will commence:
- 144.8.1 on the day the teacher is advised in writing by the Chief Executive that he or she is an actually excess teacher; or
 - 144.8.2 in the case of a teacher 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.
- 144.9 The Chief Executive may reduce the teacher in classification and place the teacher in a specific position within CIT, where the teacher:
- 144.9.1 i. was found unsuitable in a merit selection process for three separate positions; or
 - ii. has not applied for at least three separate positions, for which the teacher could reasonably be expected to be qualified to perform, either immediately or in a reasonable time; and
 - 144.9.2 cannot be placed in gainful employment at the teacher's substantive level at the end of the retention period, and
 - 144.9.3 the teacher agrees.
- 144.10 The agreement of the teacher to be reduced in classification as required in paragraph 144.9.3 will not be unreasonably withheld.
- 144.11 Despite the above, if, at the end of the retention period, the Chief Executive is of the opinion that there is insufficient productive work available for the excess teacher, the Chief Executive may, subject to the agreement of the teacher, such

agreement not to be unreasonably withheld, reduce the teacher in classification in order to place the teacher in a specific position in CIT or the ACTPS.

- 144.12 An excess teacher 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.
- 144.13 Where the Chief Executive proposes to reduce an excess teacher's classification, the teacher will be given no less than four weeks notice of the action proposed; or five weeks if the teacher 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.

145. Involuntary Retirement

- 145.1 An excess teacher may be made involuntarily redundant, subject to the agreement of the union. This clause applies to excess teachers who are not:
 - 145.1.1 retired with consent;
 - 145.1.2 redeployed to another position; or
 - 145.1.3 reduced in classification.
- 145.2 A teacher may be involuntarily retired subject to the agreement of the union, such agreement not to be withheld if, during or after six months from the date the teacher was declared excess, the teacher:
 - 145.2.1 does not accept a transfer in accordance with the PSM Act; or
 - 145.2.2 has refused to apply for, or be considered for, a position for which the teacher could reasonably be expected to be qualified to perform, either immediately or in a reasonable time.
- 145.3 Where the Chief Executive believes that there is insufficient productive work available for an excess teacher during the retention period, the Chief Executive may make the teacher involuntarily redundant before the end of the retention period.
- 145.4 An excess teacher 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.
- 145.5 Where the Chief Executive involuntarily retires an excess teacher, the teacher will be given no less than four weeks' notice of the action proposed; or five weeks if the teacher 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.

146. Income Maintenance Payment

- 146.1 A teacher who has been receiving a higher rate of pay for a continuous period of at least twelve months and who would have continued to receive that pay rate,

except for the excess teacher declaration, will be considered to have the higher pay rate.

- 146.2 This pay will be known as the income maintenance pay. The income maintenance pay, where applicable, will be used for the calculation of all conditions and entitlements under this clause.
- 146.3 The income maintenance pay exists for the retention period or the balance of the retention period.
- 146.4 If a teacher is involuntarily retired, the entitlements, including paying out the balance of the retention periods, where applicable, will be calculated on the income maintenance pay rate. If a teacher is involuntarily retired during the retention periods the teacher's date of retirement is the date that the teacher 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.
- 146.5 If a teacher is involuntarily reduced in classification during the retention period, the teacher will be entitled to be paid at the income maintenance pay rate for the balance of the retention period.
- 146.6 All allowances in the nature of pay will be included in determining the income maintenance pay rate.

147. Leave and Expenses to Seek Employment

- 147.1 At any time after the teacher has been advised under subclause 141.3 of being potentially excess, the teacher 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.
- 147.2 The teacher will be entitled to any reasonable fares and other incidental expenses if these are not met by the prospective employer.

148. Use of Personal Leave

- 148.1 The use of personal leave will not extend the retention periods of a teacher 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.
- 148.2 A teacher who is receiving income maintenance will have those payments continued during certified personal leave periods of up to a total of six months.

149. Appeals

- 149.1 Without affecting the teacher's rights under the FW Act, an excess teacher has the right under Section J (Appeal Mechanism) to appeal any decision taken in relation to the teacher's eligibility for benefits under clauses 141, 142 and 143, the amount

of such benefits, or the amount payable by way of income maintenance under clause 146.

- 149.2 An excess teacher has the right under Section J: Appeal Mechanism to appeal against the giving, in accordance with clauses 144 and 145, of a notice of involuntary redundancy or notice of reduction in classification.

150. Agreement Not To Prevent Other Action

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

151. Re-engagement of Previously Retrenched Teachers

- 151.1 Despite the PSM Act, officers who are involuntarily retired from the ACTPS can be engaged at any time by the Chief Executive without the written consent of the Commissioner for Public Administration.
- 151.2 Teachers who elect to be made voluntarily redundant from CIT under clause 142 cannot be re-engaged in the ACTPS within two years of the date of the teachers' separation from the ACTPS, except with the written consent of the Commissioner for Public Administration.

152. Transfer of Medically Unfit Teachers

- 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), subsection 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 subsection 56(3) and 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 pay 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 be represented by the union or other employee representative.

Section L: 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 an employee (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 an employee (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 employee.
- 153.3 In applying the terms and conditions of this Agreement to a new employee, the Chief Executive will determine, following transfer of the employee to this Directorate, the pay and classification of the new employee according to the following principles:
- 153.3.1 the Chief Executive will determine the new employee's classification (called the "new classification") for the purposes of this Agreement and the conditions of employment (excluding pay) 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;
 - 153.3.2 if the new employee's current pay (after any necessary adjustments required by clause 154 (Preservation of Accrued Entitlements)) is within the range of pays for the new classification, the new employee will continue to receive that pay;
 - 153.3.3 if the lowest pay in the range of pays applicable to the new classification is higher than the new employee's current pay, the employee's pay will be increased to the lowest pay applicable to the new classification or the appropriate relativity in the new incremental range;
 - 153.3.4 if the highest pay in the range of pays applicable to the new classification is less than what the new employee is currently being paid then:
 - 153.3.4.1 the employee's pay will be frozen at its current level; and

153.3.4.2 despite anything to the contrary in this Agreement, the employee will not receive any increase in pay unless and until the highest pay applicable to the employee's classification under this Agreement equals or exceeds the employee's current pay, at which time the employee will receive the highest pay applicable to the employee's classification under this Agreement together with any future increases under this Agreement.

153.4 A new employee who, at the time the employee was transferred to CIT, was working under approved flextime arrangements, will be entitled to continue the flextime arrangements in CIT. This provision will apply unless otherwise agreed by the Chief Executive and the employee, or until a new enterprise agreement for CIT commences operation under the FW Act.

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 employee's pay or classification is deemed not appealable as a promotion and does not require the new employee's position to be advertised.

154. Preservation of Accrued Entitlements

154.1 New employees will not lose the benefit of accrued entitlements upon joining CIT. Accordingly, the new employee'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 this Agreement and/or cannot be accessed in a manner consistent with this Agreement, then these entitlements will be converted into entitlements or benefits consistent with this Agreement at the discretion of the Chief Executive in consultation with the employee.

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

155. Establishment of a New ACTPS Directorate

155.1 If a new ACT Government Directorate is established the terms and conditions of this Agreement will apply for twelve months from the establishment of the new Directorate or for seven days after an enterprise agreement for the new Directorate is approved by FWC, whichever occurs first, to the following:

155.1.1 an officer who occupies an office in CIT that is transferred to the new Directorate under machinery of government, management or government initiated changes; or

- 155.1.2 an employee or unattached officer in CIT who is transferred to the new Directorate under machinery of government, management or government initiated changes; or
 - 155.1.3 an officer or employee in CIT who is appointed to or engaged in an office that was transferred to the new Directorate under machinery of government changes; or
 - 155.1.4 an officer or employee in CIT who is engaged in a new office created by the new Directorate, where the officer or employee is engaged in one of the classifications in Annex A of this Agreement.
- 155.2 If an office is established in a new Directorate, the terms and conditions of this Agreement will apply:
- 155.2.1 to an occupant of that office if it was established to support functions and/or matters that had been performed by CIT before the establishment of the new Directorate;
 - 155.2.2 for twelve months from the establishment of the new Directorate or seven days after an enterprise agreement for the new Directorate is approved by FWC, whichever first occurs.

156. Appeal Rights

- 156.1 A new employee may seek a review under Section I (Internal Review Procedures) about decisions made under this Section affecting the employee's terms and conditions of employment in the new Directorate.

Section M: Employment Conditions Specific to CIT

157. Higher Education[#]

- 157.1 Full-time and part-time teachers who undertake direct teaching of a Higher Education accredited Bachelor degree will be provided with a reduction in teaching of fifteen percent (15%) per annum, where the teacher has agreed with the Head of Department and Director to undertake appropriate scholarly activities and/or to participate with University partners in scholarship programs.
- 157.2 The activities agreed to be undertaken will demonstrate scholarly reflection and be measurable through such output as published papers, academic presentations and/or creative output. The time taken to undertake these activities will be equivalent to the hours of the reduction provided.
- 157.3 The entitlement to the reduction is in addition to any other per annum allocation for professional development.
- 157.4 The reduction in teaching load will be proportionate to the number of Bachelor degree delivery hours, which forms part of the teacher's allocated teaching load. The proportion of reduction hours will be calculated as follows:
- Bachelor degree delivery hours x 0.15
- 157.5 The Delegate for approval of reduction in teaching hours will be the relevant Director. Requests will be considered by the Delegate based on the relevance of the proposed activities.
- 157.6 CIT commits to 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.

158. Casual Teaching Facilities[#]

- 158.1 For every full-time equivalent casual teaching load in a teaching college/division, 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.

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 Subject to operational needs, Manager Education – Level 2 teachers and Senior Education Leaders may negotiate entry into subsidised salary sacrifice arrangements only for the provision of a subsidised vehicle operating lease. The agreement between CIT and the teacher will be in the form of Appendix A (Form of Agreement – Non-Salary Benefits) and is subject to operational needs.

160. Increase in Load for Permanent Part-Time Teachers[#]

160.1 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.

160.2 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.

161. Educational Delivery Review Process[#]

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

161.2 The Internal Review Procedures set out in Section I or the Dispute Avoidance/Settlement Procedures (clause 104 of this Agreement) provide an avenue for further consideration where a teacher and their teaching college/division management are not able to reconcile issues concerning educational delivery.

162. Industry Currency[#]

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

163. Arrangements for Senior Teaching Post and Advanced Skills Teacher Status[#]

Senior Teaching Posts

163.1 From the commencement of this Agreement, teachers who held Senior Teaching Posts (STP) under the previous Agreement will maintain their existing conditions for time equal to that remaining on their previous individual STP arrangement, or 31 December 2015, whichever is sooner.

163.1.1 From the day following either of these dates, affected teachers will resume their substantive teacher classification unless they are successful in an application in line with subclause 163.3.

- 163.2 Outside normal and expected amendments to work requirements, duties associated with a teacher's previous position as an STP will remain unchanged until the STP period ceases in line with subclause 163.1.
- 163.3 In line with subclause 163.1, as an existing STP position ceases, Teacher Level 2 positions may be advertised and filled in accordance with permanent or temporary engagement requirements under this Agreement.
- 163.3.1 Teacher Level 2 positions advertised as a result of this subclause will be open to all qualified applicants and selection will be in line with ACTPS principles of merit selection.

Advanced Skills Teacher Status

- 163.4 From the commencement of this Agreement, teachers who held Advanced Skills Teacher (AST) status under the previous agreement will maintain their existing conditions, and continue to perform the duties associated with their status, until 31 December 2015.
- 163.4.1 To avoid doubt, teachers affected by subclause 163.4 will be paid a base annual salary of \$87,261, and receive all applicable salary increases as defined at clause 37, until 31 December 2015.
- 163.4.2 From 1 January 2016 affected teachers will resume their substantive Teacher Level 1 salary unless they are successful in an application to a higher position, including those in line with subclause 163.3.
- 163.5 While affected teachers will continue to perform the duties previously associated with their AST status until 31 December 2015, from the commencement of this Agreement, CIT in consultation with teachers, will define the precise AST duties of the affected teachers that will need to be reallocated or retained from 1 January 2016.
- 163.5.1 This identification of AST duties will occur through a process of job analysis which will define the duties being conducted and assess and decide how these duties may be best reallocated or where appropriate, be continued by the teacher in their capacity as a Teacher Level 1. Where duties are to be continued, the analysis will also determine under what appropriate arrangements it will occur.
- 163.5.2 Reallocation of AST duties will be conducted in line with all relevant consultation provisions of this Agreement.

Attachment A

Form of Agreement - Other Benefits

Parties to the Agreement

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

..... (“the employee”)

Dates of Operation

This agreement will take effect as at theday of, 201..... and expire on day of,
201.....

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 employee 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 Toyota Corolla sedan with automatic transmission, air-conditioning and driver’s airbag.
- (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 employees’s annual salary as set out in CIT policy for Manager Education – Level 2 and Senior Education Leader while this agreement is in operation. This figure will count as salary for superannuation purposes.
- (d) A car leased under this Agreement using an operating lease or novated lease will be leased in accordance with CIT policy. A car leased under this Agreement first be approved by the Chief Operating Officer.
- (e) The employee may lease a vehicle of a different standard than the standard vehicle in which case any additional costs will be borne by the employee.
- (f) The vehicle provided through salary packaging will be made available to CIT at no charge for reasonable usage by the employee and other employees of CIT during normal business hours.
- (g) The vehicle will be made available to CIT for business travel by the employee outside of Canberra.
- (h) The vehicle will be covered by a leasing arrangement with a fleet manager designated by CIT.

- (i) The vehicle will be comprehensively insured within the lease cost.
- (j) 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.
- (k) The lease cost will include the replacement of tyres under a specific usage rate.
- (l) CIT will pay any applicable excesses for work related accidents.
- (m) CIT will make no financial contribution to the lease and running costs other than those amounts specified in (c), (j) and (l) above.
- (n) The employee 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.
- (o) The employee will have private use of the vehicle other than during times when the employee is on duty at CIT. The vehicle will not be used by the employee for private commercial purposes.
- (p) The vehicle will be maintained in a roadworthy, safe state at all times.
- (q) The vehicle will be considered to be part of the CIT fleet.

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 G, (Clause 104) of the ACT Public Sector Canberra Institute of Technology (Teaching Staff) Enterprise Agreement 2013-2017.

Attachment B

Qualifications & Industrial Experience (summary of requirements set out in Clause 40 (Qualification Requirements) of this agreement).

Classification	Educational Qualifications	Vocational Qualifications	Industry Experience
Teacher Level 1.1	Cert IV Training & Assessment (or equivalent). <i>Obtained within the first 12 months of employment (see clause 40 of this Agreement for details).</i>	Equal or higher level to that being taught (as specified in the applicable training packages or accredited curriculum specifications).	Relevant industry experience required.
Teacher Level 1.2			
Teacher Level 1.3			
Teacher Level 1.4			
Teacher Level 1.5			
Teacher Level 1.6			
Teacher Level 1.7	Cert IV Training & Assessment (or equivalent) and a Diploma of Vocational Education & Learning.	Equal or higher level to that being taught (as specified in the applicable training packages or accredited curriculum specifications).	Relevant industry experience required.
Teacher Level 1.8	Cert IV Training & Assessment (or equivalent) and an Advanced Diploma of Adult Learning & Development.		
Teacher Level 2	Cert IV Training & Assessment (or equivalent) and an Advanced Diploma of Adult Learning & Development with relevant higher level qualifications desirable.		
Manager Education Level 1	Cert IV Training & Assessment (or equivalent) and a Advanced Diploma of Adult Learning & Development with a Diploma of Management highly desirable.	Not required, but desirable.*	Industry experience is highly desirable. Though this does not have to be in the relevant discipline being supervised.
Manager Education Level 2	Cert IV Training & Assessment (or equivalent) and a Advanced Diploma of Adult Learning & Development and a Bachelor of Education, Management or relevant higher level qualifications highly desirable.		
Senior Education Leader	Cert IV Training & Assessment (or equivalent) and a Bachelor of Education, Management or relevant higher level qualifications highly desirable.		

*As per the Standards for Registered Training Organisations (RTOs) 2014, where managers at Manager Education Level 1 or above undertake teaching (within their department or otherwise) vocational qualifications equal to that being taught, or as specified in the applicable training packages or accredited curriculum specifications will be required.

Annex A: Classifications and Rates of Pay

CLASSIFICATION	Pay Rates as at 1.7.2012	\$2090 or 2% from 1.7.2013	1.5% from 3.7.2014	1.5% from 9.4.2015	1.5% from 8.10.2015	1.5% from 7.4.2016	1.5% from 6.10.2016	1.5% from 6.4.2017
Teacher Level 1.1	\$62,403	\$64,493	\$65,460	\$66,442	\$67,439	\$68,451	\$69,477	\$70,519
Teacher Level 1.2	\$65,337	\$67,427	\$68,438	\$69,465	\$70,507	\$71,565	\$72,638	\$73,728
Teacher Level 1.3	\$68,268	\$70,358	\$71,413	\$72,485	\$73,572	\$74,675	\$75,796	\$76,932
Teacher Level 1.4	\$71,351	\$73,441	\$74,543	\$75,661	\$76,796	\$77,948	\$79,117	\$80,304
Teacher Level 1.5	\$74,575	\$76,665	\$77,815	\$78,982	\$80,167	\$81,369	\$82,590	\$83,829
Teacher Level 1.6	\$77,508	\$79,598	\$80,792	\$82,004	\$83,234	\$84,482	\$85,750	\$87,036
Teacher Level 1.7	\$80,588	\$82,678	\$83,918	\$85,177	\$86,455	\$87,751	\$89,068	\$90,404
Teacher Level 1.8	\$83,963	\$86,053	\$87,344	\$88,654	\$89,984	\$91,334	\$92,704	\$94,094
Teacher Level 2	\$89,829	\$91,919	\$93,298	\$94,697	\$96,118	\$97,559	\$99,023	\$100,508
Manager Education Level 1	\$104,449*	\$106,539*	\$108,137*	\$109,759*	\$111,406*	\$113,077*	\$114,773*	\$116,494*
Manager Education Level 2 **	\$123,760*	\$126,235*	\$128,129*	\$130,051*	\$132,001*	\$133,981*	\$135,991*	\$138,031*
Senior Education Leader	\$148,416*	\$151,384*	\$153,655*	\$155,960*	\$158,299*	\$160,674*	\$163,084*	\$165,530*

* *Manager Education Level 1 and Level 2, and Senior Education Leader classifications all have Annual Leave Loading incorporated.*

** *Where only one Director assumes 100% of the responsibility for the college, an additional \$11,240 pa. loading will be payable over a certain revenue threshold (see clause 50 (Responsibility Loading) for conditions).*

CLASSIFICATION	Pay Rates as at 1.7.2012	\$2090 or 2% from 1.7.2013	1.5% from 3.7.2014	1.5% from 9.4.2015	1.5% from 8.10.2015	1.5% from 7.4.2016	1.5% from 6.10.2016	1.5% from 6.4.2017
Casual Teacher (Teaching Rate) *	\$80.77	\$82.39	\$83.62	\$84.88	\$86.15	\$87.44	\$88.75	\$90.08
Casual Teacher (Non-Teaching Rate) *	\$51.01	\$52.03	\$52.81	\$53.60	\$54.41	\$55.22	\$56.05	\$56.89

* The casual rates indicated here include a casual loading in lieu of paid leave.

Annex B – Attraction and Retention Incentives

1 Introduction*

- 1.1 This Section sets out the Framework that applies to both individual Attraction and Retention Incentives (ARIns) and to ARIns for groups of employees.
- 1.2 This Framework may be accessible to all employees (other than casual employees) in all classifications covered by this Agreement, in accordance with the terms of this Framework.
- 1.3 The Chief Executive may, subject to paragraph 1.4 enter into an ARIn with an employee for a specified period of time or for a specific project and the ARIn may be varied by agreement between the Chief Executive and the employee.
- 1.4 The Chief Executive may only enter into, or vary, an ARIn where the criteria in paragraph 5.1 have been addressed.
- 1.5 In this Framework, a reference to position, employee, occupant or union includes positions, employees, occupants or unions.

2 Approval

- 2.1 An ARIn may only be agreed and approved in accordance with this Framework.
- 2.2 The Chief Executive may only approve an ARIn if the Chief Executive is satisfied that the position and the employee occupying the position meet the ARIn eligibility criteria set out in paragraph 5.1 of this Framework.
- 2.3 Prior to any ARIn being agreed, the Chief Executive must discuss the proposed terms of the ARIn with the employee who is currently occupying the position or who is to occupy the position. In these discussions, the employee may invite a union or other employee representative to assist the employee.
- 2.4 An ARIn 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 employee under this Agreement or provide terms and conditions that are, in a particular respect, less favourable than the National Employment Standards or the rates of pay set in this Agreement for the same work at the same classification level.
- 2.5 Where it is proposed that an ARIn will replace or reduce a condition of employment contained in this Agreement the Chief Executive will consult with the relevant union(s) about the proposed change. In consulting with the union(s), the Chief Executive will.
 - a) provide the union(s) with relevant information about the position and the proposed change;
 - b) give the union(s) a reasonable opportunity to consider this information and, if the union(s) wishes, provide written views to the Chief Executive within seven days; and,
 - c) take into account any views of the union(s) and provide a written response before deciding to enter into or vary the ARIn.

Information that the Chief Executive provides to the union(s) under paragraph 2.5 (a) will not include information that might directly or indirectly disclose the identity of the particular employee.

- 2.6 At any time following the conclusion of the consultation required under paragraph 2.5 the Chief Executive and the employee may agree on the terms of an ARIn to apply to the position that the employee occupies
- 2.7 The terms and conditions of employment of this Agreement will continue to form the principal basis for employees covered by this Agreement. Accordingly, where an ARIn applies to an employee, the terms and conditions of the employee is a combination of:
 - a) the terms and conditions contained in this Agreement; and
 - b) the terms and conditions contained in the ARIn.
- 2.8 The terms and conditions of employment contained in an ARIn prevail over the terms and conditions of employment contained in this Agreement to the extent of any inconsistency.

3 Application*

- 3.1 The ARIn will commence from the date specified in the ARIn.
- 3.2 The ARIn will cease to operate when this Agreement is replaced by a further enterprise agreement unless:
 - a) the ARIn ceases to operate at an earlier time in accordance with the provisions of this Framework; or
 - b) the ARIn continues to operate under the provisions in the replacement enterprise agreement.
- 3.3 Subject to this Framework, the ARIn will operate while the employee continues to be the occupant of the position identified in the ARIn.
- 3.4 Subject to this Framework, the ARIn will cease to apply to the employee where:
 - a) the Chief Executive determines, following a review provided for under paragraph 7 of this Framework, the ARIn should no longer apply to the position; or
 - b) the employee vacates the position identified in the ARIn including when the employee agrees to go unattached or is temporarily transferred to another position.
- 3.5 Notwithstanding paragraphs 3.3 and 3.4, the ARIn will automatically cease to apply to the employee after fifteen months unless the ARIn is reviewed and either extended or renewed.
- 3.6 Where an employee party to an ARIn temporarily vacates the position and another employee is selected to act in the position, the Chief Executive may determine the ARIn applies to the employee who is acting in the position.
- 3.7 Subject to paragraph 3.8 an ARIn will continue to operate under the enterprise agreement of CIT where there is a transfer of a position arising from:
 - a) machinery of Government changes; or
 - b) management initiated changes; or

c) changes to the Administrative Arrangement Orders.

3.8 An ARIn will continue to operate in accordance with paragraph 3.7 only where the position and the occupant continue to meet the ARIn eligibility criteria.

3.9 If following Machinery of Government or management initiated changes, the position or the occupant of the position cease to meet the eligibility criteria, the ARIn will cease to operate.

3.10 The Chief Executive must provide the employee with a minimum of 90 days (or less if agreed by the employee) written notice before the ARIn ceases to operate under paragraph 3.4 (a).

4 Deeming*

4.1 Subject to paragraph 4.2 a Special Employment Arrangement (SEA) that applied to an employee covered by this Agreement on the date the Agreement commenced operation will be deemed to continue to operate under this Agreement, either:

- a) in its current terms; or
- b) subject to such variations that are agreed between the Chief Executive and the employee concerned.

provided:

- c) the SEA had had either commenced or been reviewed within 12 months preceding the date of this Agreement commenced operation; or
- d) a review of the SEA has begun (within 12 months preceding the date this Agreement commenced operation) but was not completed when this Agreement replaced the previous enterprise agreement.

For paragraph 4.1 (a) or (b) above, the terms and conditions of this Agreement, with the exclusion of pay increases under subclause C2.2 of this Agreement, will apply as if the SEA had been made under this Agreement.

4.2 Despite paragraph 4.1 the Chief Executive and the employee to whom an SEA applied under the previous enterprise agreement may agree to enter into an ARIn in accordance with this Framework.

5 Eligibility Criteria

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

- a) the position is critical to the operation of CIT or to a business unit within CIT;
- b) an employee who occupies the position requires specialist qualifications or specialist or high level skills;
- c) the skills required by the employee who occupies the position are in high demand in the marketplace;
- d) the position would incur significant costs to replace

5.2 In considering paragraph 5.1 (c) the Chief Executive must take into account relevant market data.

5.3 Where an Australian Workplace Agreement is terminated, the position that the employee who was a party to the Australian Workplace Agreement occupies will be deemed to have met the eligibility criteria at paragraph 5.1.

6 Scope of an Attraction and Retention Incentive*

6.1 An ARIn may contain:

- a) enhanced pay rates;
- b) provision for privately plated vehicles where the Chief Executive considers there is a clear, unambiguous and exceptional need;
- c) other terms and conditions of employment where the Chief Executive considers there is a clear, unambiguous and exceptional need;
- d) in the case where an Australian Workplace Agreement is terminated, the terms and conditions of employment that were contained in the Australian Workplace Agreement.

6.2 Should the Chief Executive consider that there is a compelling reason for the Directorate to pay enhanced rates of pay in excess of 50% of the base rate of pay for the position's classification, the Chief Executive will consider relevant and appropriate market data.

6.3 In assessing whether an ARIn should be paid to any employee, the Chief Executive will give particular consideration to the consequences the granting of the ARIn may have on the Territory's ability to recruit and/or retain executive positions.

6.4 The rates of pay component of an ARIn counts as pay for all purposes including superannuation and for the purposes of calculating the rate of pay for 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 pay component of the ARIn must be reduced on a pro-rata basis.

6.5 Normal incremental advancement will continue to apply in relation to the base rate of pay of the employee.

6.6 The pay component of an ARIn is payable by fortnightly instalment.

6.7 Notwithstanding paragraph 6.7 the pay component of an ARIn, or part thereof, may be paid as a lump sum subject to the condition that this is agreed in advance and is not directly linked to performance.

6.8 The terms of the ARIn must contain provisions:

- a) setting out the level of the employee's base rate of pay
- b) setting out the pay component, any other terms and conditions of employment that are to apply under the ARIn, and the total dollar value of the ARIn;
- c) stating that the terms and conditions of the employee will revert to the applicable rates of pay and terms and conditions of employment under this Agreement in the event the ARIn ceases to operate or is terminated; and

d) containing the terms of this Framework.

7 Review of Attraction and Retention Incentives*

7.1 The Chief Executive must review an ARIn at least annually from the date of the signing of the ARIn to determine whether it should continue to operate

7.2 In addition, the Chief Executive must also review an ARIn where:

- a) the position is no longer critical to the operation of CIT or business unit within CIT; or
- b) the employee no longer holds the required specialist qualifications

7.3 In reviewing the ARIn, the Chief Executive must consider whether the position and the employee who occupies the position continue to meet the ARIn eligibility criteria. The Chief Executive must take into consideration relevant market data when reviewing an ARIn.

7.4 The Chief Executive will consult with the employee party to the ARIn when undertaking a review. In these consultations, the employee may invite a union or other employee representative to assist the employee.

7.5 Subject to paragraph 7.6, if following the conclusion of the review under paragraph 7.1 or 7.2, and the consultation required under paragraph 7.4 the Chief Executive:

- a) concludes from the review that the position and employee who occupies the position continue to meet the ARIn eligibility criteria, the ARIn will continue to apply to the employee; or
- b) considers that the terms of the ARIn should be varied to reflect relevant changes, the ARIn will be varied accordingly.

7.6 If, following the conclusion of the consultation required under paragraph 7.4 the Chief Executive concludes from the review that the position or the employee who occupies the position do not meet the ARIn eligibility criteria, the ARIn will, subject to clause 7.9, cease to operate.

7.7 To avoid doubt, in the case of ARIns for a group of employees, paragraph 7.7 will not affect the ARIns of those employees in the group that continue to meet the ARIn eligibility criteria.

7.8 The Chief Executive must provide the employee with a minimum of 90 days written notice, or less if agreed by the employee, before the ARIn ceases to operate under paragraph 7.7 or is varied under paragraph 7.5 (b)

8 Salary Sacrifice Arrangements

8.1 Remuneration and conditions provided under an ARIn may be used for the purposes of salary sacrifice arrangements in accordance with the Salary Sacrifice Arrangement provisions of this Agreement. Where an employee salary sacrifices any part of the terms of an ARIn and in accordance with this Framework the ARIn ceases to apply, the employee must notify the salary sacrifice arrangement provider that the terms of the ARIn can no longer be packaged.

9 Notification

- 9.1 The Chief Executive will provide information to the Chief Minister, Treasury and Economic Development Directorate about ARInS approved by the Chief Executive for employees in CIT during the reporting year, for inclusion in the State of the Service Report.
- 9.2 The Chief Minister, Treasury and Economic Development Directorate will provide regular reports to the union(s) on ARInS including details of the number, terms and classifications of all ARInS approved by CIT.

10 Interpretation*

- 10.1 In this Framework, unless the contrary intention appears
- a) 'base rate of pay' in relation to an employee is the rate of pay payable under Annex A of this Agreement for the employee's classification on the date the ARIn commences, or for a review, on the date that the ARIn is approved or varied following a review.
 - b) 'Chief Executive' means the person occupying the position of Chief Executive of CIT, or their nominated delegate.
 - c) 'occupant' means an employee who occupies a position to which an ARIn applies
 - d) '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 a remuneration consultant or internal remuneration employee.

Annex C – Qualification and Expense Related Allowances

1. Qualification Allowances

			Rate at	2.0% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from
			01/07/2012	04/07/2013	03/07/2014	09/04/2015	08/10/2015	07/04/2016	06/10/2016	06/04/2017
First Aid	Employee Type	First Aid Officers								
	Directorate	(All Directorates)								
	Description	An employee who is suitably qualified and who is selected and performs the duties of a First Aid Officer will be paid an allowance determined by their qualification level:								
		1. A Base Level qualification is 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.								
		2. An Advanced Level qualification requires a minimum of 18 hours training and building on the base level training outlined above and provides training in first aid management and procedures in a workplace environment.								
		3. An Occupational or Specialist level qualification requires 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.								
	Rate/Frequency	per fortnight (1) Base Level:	\$22.98	\$23.44	\$23.79	\$24.15	\$24.51	\$24.88	\$25.25	\$25.63
		per fortnight (2) Advanced Level:	\$28.78	\$29.36	\$29.80	\$30.24	\$30.70	\$31.16	\$31.62	\$32.10
		per fortnight (3) Occupational/Specialist Level:	\$34.15	\$34.83	\$35.36	\$35.89	\$36.42	\$36.97	\$37.53	\$38.09

First Aid (cont.)	Payment on Leave	The allowance is payable during:								
		(a) long service leave, paid maternity or primary care giver's leave or annual leave;								
		(b) paid personal leave or other leave with pay for up to one month.								
	Where leave is on reduced pay, or without pay, the allowance must be proportionately reduced or withdrawn accordingly. The allowance is included in salary for payment in lieu of long service leave and annual leave.									
Note		These rates should be paid in full to part-time employees.								
Additional information		See Note 1. below.								

Note (First Aid Allowance):

- (a) The First Aid Allowance is based on possession of qualifications issued by a registered training organisation, or other recognised organisation, with an accredited course, that has the capacity to deliver, assess and issue qualifications for nationally recognised training in First Aid.
- (b) The First Aid Allowance is payable only if the relevant first aid qualification of an employee is current.
- (c) Where the qualification of an employee who is in receipt of the allowance is no longer current, the head of service may allow a short period to allow for re-qualification.
- (d) The head of service may reimburse fees for renewal of qualification and/or relevant courses incurred by an employee who is eligible to be paid a First Aid Allowance.
- (e) Where an employee holds more than one first aid certificate, the employee is entitled to be paid an allowance for only one of those certificates, being the certificate for which the higher rate of allowance is payable.
- (f) The allowance must not be included in salary for overtime or penalty payments.
- (g) Where an employee who normally undertakes first aid functions is absent and another employee who is qualified in first aid undertakes all the duties for which the allowance is paid, the relieving employee is entitled to be paid the allowance appropriate to that employee's qualifications.

			Rate at	2.0% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from	
			01/07/2012	04/07/2013	03/07/2014	09/04/2015	08/10/2015	07/04/2016	06/10/2016	06/04/2017	
Linguistic Availability Performance (LAPA)	Employee Type	All classifications									
	Directorate	(All Directorates)									
	Description	Employees whose duties involve communication on a regular basis in languages other than English, including Deaf Oral language, Deaf Sign language and Aboriginal languages, will be paid an allowance if their language competence meets the required level, as follows:									
	Rate/Frequency	per annum (1) NAATI Level 1:		\$1,009.14	\$1,029.32	\$1,044.76	\$1,060.43	\$1,076.34	\$1,092.49	\$1,108.87	\$1,125.51
		per annum (2) NAATI Level 2 or higher:		\$2,016.86	\$2,057.20	\$2,088.06	\$2,119.38	\$2,151.17	\$2,183.43	\$2,216.19	\$2,249.43
	Payment on Leave	The allowance is payable during paid personal leave, annual leave and long service leave, pro-rata where appropriate, but not during any other period of leave.									
	Exclusion	Employees who are classified as an Interpreter or Translator are not eligible for the allowance									
Note	Eligible part-time employees are entitled to receive the allowance on a pro-rata basis.										
Additional information	See Note 2. below.										

Note (Linguistic Availability Performance Allowance):

- (a) The required standard of language competence is accreditation at National Accreditation Authority for Translators and Interpreters (NAATI) Level 1
- (b) Where assessment in a language is not offered by NAATI, the head of service may approve assessment by another individual or body that has:
 - (i) the necessary expertise to assess the language skills; and
 - (ii) sufficient knowledge of NAATI levels and competencies required to determine the appropriate rate of LAPA.
- (c) The head of service should arrange accreditation testing, and pay any associated fees, for employees being considered for LAPA. Accreditation is organised by NAATI.
- (d) Until such time as recognition by NAATI, or an alternative provider, is available, the head of service may approve the payment of LAPA Level 1 to an employee on the certification of the employee's supervisor.
- (e) LAPA may be paid from the date of an employee's application for payment, or from the date at which the head of service determines the need for the language has been demonstrated.
- (f) The head of service should review the payment of LAPA annually, or whenever the employment status of a recipient changes, e.g. upon the recipient's promotion or temporary transfer. Such reviews should address whether there is a continuing need for communication in a language other than English.

2. EXPENSE-RELATED Allowance

			Rate at	2.0% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from		
			01/07/2012	04/07/2013	03/07/2014	09/04/2015	08/10/2015	07/04/2016	06/10/2016	06/04/2017		
Excess Fares and Travelling Time	Employee Type	All classifications, except GSOs										
	Directorate	(All Directorates)										
	Description	Excess Travelling Time:										
		1. Subject to clause 2. an employee who is:										
		(a) in receipt of an annual pay of less than \$36,180; and										
		(b) travelling or on duty away from the employee's usual place of work will be paid for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of:										
		(i) the employee's usual hours of duty for the day; and										
		(ii) the time necessarily spent travelling to and from home and the usual place of work.										
		2. Payment of excess travelling times will be made for excess travelling time:										
		(a) that is greater than one half hour in any one day; or										
		(b) greater than two and a half hours in any fortnight; up to a maximum of five hours for any one day,										
		3. Where an employee's usual place of work is variable within a specified district, the head of service will determine the usual place of work. In this case a minimum of twenty minutes travelling time each way will apply.										
		Rate/Frequency	The rate of payment for excess travelling time will be:									
			(a) single time on Mondays to Saturdays; and									
			(b) time and a half on Sundays and Public Holidays									

			Rate at	2.0% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from
			01/07/2012	04/07/2013	03/07/2014	09/04/2015	08/10/2015	07/04/2016	06/10/2016	06/04/2017
Excess Fares and Travelling Time (cont.)		Excess Fares: An employee will be entitled to the reimbursement of excess fares incurred by the employee performing duty temporarily at a place other than the employee'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 employee's usual place of work.								
	Rate/Frequency	Reimbursement of excess fares incurred by the employee.								
	Payment on Leave	Not paid during any type of paid or unpaid leave.								

			Rate at	2.0% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from
			01/07/2012	04/07/2013	03/07/2014	09/04/2015	08/10/2015	07/04/2016	06/10/2016	06/04/2017
Motor Vehicle	Employee Type	All classifications								
	Directorate	(All Directorates)								
	Description	The head of service may authorise an employee to use a motor vehicle they own or hire:								
		1. For official purposes, where the head of service is satisfied this use would:								
		(a) result in greater efficiency; or								
		(b) involve the ACT Government in less expense than if public transport or a vehicle owned by the ACT Government were used.								
		2. For specified journeys, where the head of service is satisfied that:								
		(a) the use will not result in the employee taking more time on the journey than they would otherwise take; or								
		(b) it would not be contrary to the interest of the ACT Government.								
		3. Travel between normal headquarters and a temporary work station, or between the employee's home and a temporary work station, where the head of service is satisfied that:								
		(a) there is no public transport available for travel to the temporary station; or								
		(b) although public transport is available, the work program makes its use impossible								
	Rate/Frequency	per km (1) Small car - 1600cc non-rotary - 800cc rotary:	\$0.70	\$0.71	\$0.72	\$0.74	\$0.75	\$0.76	\$0.77	\$0.78
		per km (2) Medium 1601-2600cc non-rotary - 801-1300cc rotary:	\$0.81	\$0.83	\$0.84	\$0.85	\$0.86	\$0.88	\$0.89	\$0.90
		per km (3) Large - over 2600cc non-rotary: - over 1300cc rotary:	\$0.82	\$0.84	\$0.85	\$0.86	\$0.87	\$0.89	\$0.90	\$0.91
Payment on Leave	Not paid during any type of paid or unpaid leave.									
Additional info	See Note 1. below.									

			Rate at	2.0% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from	1.5% from
			01/07/2012	04/07/2013	03/07/2014	09/04/2015	08/10/2015	07/04/2016	06/10/2016	06/04/2017
Additional Rates of Motor Vehicle Allowance	Employee Type	All classifications								
	Directorate	(All Directorates)								
	Description	Where an employee who is being paid a motor vehicle allowance, uses the motor vehicle to suit the convenience of the Directorate to:								
		(a) transport a person or persons the cost of which would otherwise be borne by the ACT Government; or								
		(b) transport equipment, tools or materials weighing more than 100 kgs belonging to or hired by the ACT Government; or								
		(c) haul a caravan or trailer belonging to or hired by the ACT Government; the								
		employee is entitled to be paid an allowance in addition to the allowance payable above.								
	Rate/Frequency	Rate per kilometre in addition to the above MVA rates.	\$0.0070	\$0.0071	\$0.0072	\$0.0074	\$0.0075	\$0.0076	\$0.0077	\$0.0078
	Payment on Leave	Not paid during any type of paid or unpaid leave.								

Note (Motor Vehicle Allowance):

- (a) If an employee satisfies the head of service that the allowance is insufficient to meet the amount of the expenses reasonably incurred and paid by the employee in using a motor vehicle for official purposes, the head of service may grant an additional allowance equal to the amount by which those expenses exceed the amount of the allowance or allowances.
- (b) If, as a consequence of using a motor vehicle an employee is required to pay a higher insurance premium than would otherwise be the case, they are entitled to be reimbursed the additional cost
- (c) Employees who use a private motor vehicle under the motor vehicle allowance conditions may be reimbursed parking fees, bridge and car-ferry tolls incurred whilst on duty, but not fines.

Annex D- Other Leave

Leave to:	Accompany a domestic partner on a posting
Purpose	To enable an employee to accompany the employee's domestic partner for the period, or part of the period, of a posting
Eligibility	An employee
Entitlement	The maximum period is the period during which the domestic partner of the employee is required to perform duties overseas, or interstate.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.
Leave to:	Attend Aboriginal or Torres Strait Islander Ceremonies
Purpose	To attend a ceremony associated with the death of an immediate or extended family member or for other ceremonial obligations under Aboriginal and Torres Strait Islander law.
Eligibility	An employee who is of Aboriginal or Torres Strait Islander descent.
Entitlement	A maximum period of ten days in any two year period, in addition to bereavement leave.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.
Leave to:	Attend sporting events as an accredited competitor or official
Purpose	To enable an employee to attend sporting events as an accredited competitor or official.
Eligibility	An employee who is selected by an official sporting body to participate as an accredited official or competitor with national or international sporting status.
Entitlement	To attend training for, or to attend, a major national or international sporting or other recognised event in the capacity of an accredited official or competitor.
Conditions	Leave will be with pay unless otherwise agreed by the employee.
Rate of payment	With pay or without pay.
Effect on other entitlements	With pay will count as service for all purposes. Without pay will not count as service for any purpose.

Leave to:	Attend Aboriginal and Torres Strait Islander meetings
Purpose	For attending representative meetings in the capacity of an elected representative of the Aboriginal and Torres Strait Islander peak body.
Eligibility	An employee who is an elected representative of the ACT Aboriginal and Torres Strait Islander peak body.
Entitlement	Paid time to attend recognised meetings.
Conditions	If an employee accepts any fee for attendance at the meeting, leave will be granted without pay. An employee may accept reimbursement for out-of-pocket expenses.
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	Attend as a witness
Purpose	To enable an employee to give evidence before a body or person before whom evidence may be taken on oath.
Eligibility	An employee
Entitlement	Refer to rate of payment
Conditions	If an employee is required to travel to give evidence, they may be reimbursed for reasonable travel expenses as if the employee had travelled in the course of the employee's duties, less any amount received as witnesses' expenses.
Rate of payment	With pay where the employee is to give evidence: <ul style="list-style-type: none"> (a) on behalf of a Territory, a State or the Commonwealth; or (b) on behalf of an authority established by or under a law of a Territory, State or the Commonwealth; or (c) in a judicial review or administrative review proceeding where the matter being reviewed relates to the work of the employee; or (d) before a Royal Commission appointed under a law of the Commonwealth; or (e) before a person conducting an inquiry under a law of a Territory, a State or the Commonwealth; or (f) before a person or authority exercising arbitral functions under a law of a Territory, a State or the Commonwealth. Without pay where the leave to give evidence is for any other purpose.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	Attend NAIDOC week activities
Purpose	To enable an employee to attend and participate in NAIDOC Week activities.
Eligibility	An employee who is of Aboriginal or Torres Strait Islander descent.
Entitlement	This leave may be granted for one complete day or for varying periods over the week's activities, totalling the equivalent of one complete day.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	Attend proceedings at the Fair Work Commission
Purpose	To enable the employee to give evidence on behalf of a staff organisation in proceedings at the Fair Work Commission
Eligibility	An employee who is a representative of a staff organisation.
Entitlement	The time necessary to present a case or to give evidence or to attend inspections conducted by the Fair Work Commission, plus reasonable travel time.
Conditions	Leave with pay cannot be granted to more than two representatives for the same period
Rate of payment	With pay or Without pay
Effect on other entitlements	With pay will count as service for all purposes Without pay will not count as service for any purpose, but does not break continuity of service for long service leave purposes.
Leave to:	Campaign for election
Purpose	To enable the employee to campaign for election
Eligibility	An employee who is standing for election to the ACT Legislative Assembly, Commonwealth or State House of Parliament, or other legislative or advisory body approved by the Commissioner.
Entitlement	A maximum period of three months.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.
Leave to:	Cope with a disaster
Purpose	Where an employee is affected by a disaster which has destroyed or significantly damaged the employee's usual place of residence or its contents.

Leave to:	Cope with a disaster (Cont)
Eligibility	An employee whose home is wholly or partly uninhabitable associated with health or safety reasons.
Entitlement	A maximum period of three days in each consecutive period 12 months.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Counts as service for all purposes.
Leave for:	Defence Reserve
Purpose	To enable an employee to undertake specified defence service and, also, enlistment, training and/or deployment with the Australian Defence Force Reserve (ADFR).
Eligibility	Available to employees other than casual employees.
Entitlement	<p>The entitlement to leave for Reserve Service is prescribed under the <i>Defence Reserve Service (Protection) Act 2001</i>.</p> <p>An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.</p> <p>An employee is entitled to ADF Reserve Leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.</p> <p>During an employee's first year of ADF Reserve service, a further two weeks paid leave may be granted by the head of service to facilitate participation in additional ADF Reserve training, including induction requirements.</p> <p>With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.</p> <p>Employees are not required to pay their tax-free ADF Reserve salary to the ACTPS in any circumstances.</p> <p>An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.</p> <p>Defence Reserve Leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except Annual Leave.</p> <p>An eligible employee may also apply for Annual Leave, Long Service Leave, leave without pay, or they may use ADOs or flextime (where available) to make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.</p>

Leave for:	Defence Reserve (Cont)
Conditions	An eligible employee must give notice to the head of service as soon as practicable of their absence or intention to be absent for Defence Reserve Leave, including documentary evidence.
Rate of payment	With pay or without pay
Effect on other entitlements	As per entitlement.
Leave to:	Donate an organ
Purpose	To enable an employee to donate an organ.
Eligibility	An employee who volunteers as an organ donor.
Entitlement	A maximum period of three months in any 12 month period.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	Donate blood
Purpose	To enable an employee to donate blood.
Eligibility	An employee, who volunteers as a blood donor.
Entitlement	The time necessary to attend to give blood, including travel and reasonable recovery time.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	Engage in employment associated with compensation
Purpose	To enable an employee to engage in employment outside the ACTPS as part of a rehabilitation process under the <i>Safety, Rehabilitation and Compensation Act 1988</i> .
Eligibility	An employee who is, or was, entitled to compensation leave under the <i>Safety, Rehabilitation and Compensation Act 1988</i> and the employment is part of a rehabilitation process under that Act.
Entitlement	A maximum period of three years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	Engage in employment in the interests of defence or public safety
Purpose	To enable the employee to engage in work or employment that the head of service considers is in the interests of the defence or public safety of the Commonwealth or the Territories.
Eligibility	An employee
Entitlement	A maximum period of two years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	The first twelve months will count as service for all purposes. Subsequent leave will count as service for all purposes except annual leave. If an employee does not return to duty with the ACTPS the leave will not count as service for any purpose.
Leave to:	Engage in employment in the interests of the ACTPS
Purpose	To enable an employee to engage in work or employment outside the ACTPS where the head of service is satisfied that the employment is in the interests of the ACTPS.
Eligibility	An employee, other than an employee: (a) who is a probationary employee; or (b) who has six months or less continuous employment.
Entitlement	A maximum period of five years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will counts as service for all purposes except for annual leave. If an employee does not return to duty with the ACTPS the leave will not count as service for any purpose.
Leave to:	Hold a full-time office in a staff organisation
Purpose	To enable an employee to hold a full-time office in a staff organisation; council of staff organisations, or credit union, co-operative society, building co-operative or similar body.
Eligibility	An employee
Entitlement	The maximum period of leave that may be granted is the period for which the employee is elected to office, or in the case of a non-elected office, three years.
Conditions	To be eligible for leave to hold a non-elected office the employee must have been employed in the ACTPS or in the Australian Public Service for at least four years, at the date at which the leave is proposed to begin. Leave may only be granted for this purpose where the relevant body is incorporated and is conducted by, or on behalf of, a staff organisation for the benefit of the members of the staff organisation or all persons employed in the ACTPS.
Rate of payment	Without pay.
Effect on other entitlements	Will count as service for accruing personal leave and calculating the period of service for long service, except where the leave is to enable the employee to take up an honorary office. Where leave is granted to enable the employee to take up an honorary office, the first two months leave in each calendar year will count as

	service for all purposes. Leave in excess of two months in a calendar year will not count as service for any purpose other than ongoing eligibility to access maternity leave as provided by subclause 88.7.
Leave for:	Local government purposes
Purpose	To enable the employee to attend formal meetings, in the capacity of an elected office holder, of a local government council.
Eligibility	An employee who is a duly elected office holder of a local government council.
Entitlement	A maximum period of: (a) in the case of an employee who is mayor or president of the council, five days in any 12 month period; or (b) in any other case three days in any 12 month period.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave for:	Operational Service Personal Leave
Purpose	To enable officers and employees who have rendered operational service to be absent from duty when they are unfit for work because of war-caused injuries or diseases.
Eligibility	An officer or employee, other than a casual employee, who has rendered operational service.
Entitlement	Operational service personal leave is cumulative and is additional to personal leave entitlements contained in clause 78. (a) Officers On appointment, an eligible officer is entitled to nine weeks operational service personal leave. An eligible officer is entitled to receive an additional credit of three weeks operational service personal leave: <ul style="list-style-type: none"> • 12 months after the date of appointment; and • 24 months after the date of appointment; and • 36 months after the date of appointment. The maximum operational service personal leave balance that an eligible officer may have is eighteen weeks (b) Employees other than Officers On engagement, an eligible employee is entitled to nine days operational service personal leave An eligible employee is entitled to receive an additional credit of three days operational service personal leave: <ul style="list-style-type: none"> • 12 months after the date of engagement; and • 24 months after the date of engagement; and • 36 months after the date of engagement. The maximum operational service personal leave balance that an eligible employee may have is eighteen days. Where operational service personal leave credits have been exhausted, the head of service may grant an employee personal leave or a period of unpaid operational

	service personal leave.
Evidence and Conditions	<p>An eligible officer or employee should discuss with their manager/supervisor, as soon as practicable, of their absence or intention to be absent on operational service personal leave.</p> <p>An eligible officer or employee must make an application to the head of service to access their operational service personal leave entitlement.</p> <p>Having considered the requirements of this clause the head of service may approve an eligible officer or employee's application to access operational service personal leave. A decision not to approve the leave will be taken in accordance with subclause 76.1.</p>
	<p>Operational service personal leave may be granted by the head of service:</p> <p>(a) to cover absences resulting from war-caused injury or diseases; and</p> <p>(b) following a written request from an eligible officer or employee, which must include documentary evidence that the absence is due to the war-caused injury or disease, including evidence that the injury or disease is a the war-caused injury or disease in accordance with the requirements of the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i>.</p>
Rate of payment	With pay. The rate of payment to be paid to the employee during a period of operational service personal leave is the same rate as would be paid if the employee was granted personal leave, except where it is granted without pay.
Effect on other entitlements	<p>Operational service personal leave with pay will count as service for all purposes.</p> <p>Operational service personal leave without pay will not count as service.</p>
Interpretation	<p>operational service has the same meaning as in the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i>.</p> <p>war-caused injuries or diseases has the same meaning as in the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i>.</p>
Leave for:	Religious purposes
Purpose	To enable an employee to attend a ceremony integral to the practice of the employee's religious faith.
Eligibility	An employee who is an adherent to the particular religious faith and who is a practising member of that religious faith.
Entitlement	A maximum period of ten days in any two year period.
Conditions	Religious leave is only available for ceremonies that are of significant importance to the particular faith that are generally observed by the entire faith. Leave is not available for ceremonies that are only of significance to the individual member of the particular religious faith.
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.

Leave for:	Returned soldiers for medical purposes
Purpose	To enable an employee to attend an appointment for treatment or review as a returned soldier under the <i>Veterans' Entitlement Act 1986</i> (Commonwealth).
Eligibility	An employee who is a returned soldier.
Entitlement	A maximum period of two weeks in any twelve month period.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	Take leave where leave cannot be granted under any other provision
Purpose	To enable an employee to be absent from duty where the leave cannot be provided for elsewhere
Eligibility	An employee
Entitlement	A maximum period of twelve months.
Conditions	-
Rate of payment	Without pay, except where the head of service determines there are special circumstances, having regard to: <ul style="list-style-type: none"> a) the purpose for which the leave is being taken; and b) the length of service of the employee; and c) the length of the period for which the leave is being taken. <p>In special circumstances the head of service determines whether leave is at full pay or half pay.</p>
Effect on other entitlements	Leave without pay will not count as service for any purpose. However where the head of service determines there are special circumstances and that the period of leave granted is to be with pay then the paid leave will count as service for all purposes.

Annex E – Work Level Standards

This document is not intended to be an exhaustive list of responsibilities and duties.

Individual position profiles are not expected to involve all of the examples listed.

Descriptions should be regarded as general in nature and will require a level of interpretation depending on the specific responsibilities to be performed.

	Teacher Level 1	Teacher Level 2	Manager Education – Level 1 (Head of Department)	Manager Education – Level 2 (Director)
		<p>Under general direction a Teacher level 1 will perform a range of educational and professional duties.</p> <p><i>Note:</i> Teachers working under general direction normally perform a range of operational and administrative tasks and will receive instruction from management on what tasks are to be completed and/or how the tasks will be performed.</p>	<p>Under general direction a Teacher Level 2, through quality leadership in, and management of education and related activities will contribute to the achievement of departmental goals.</p> <p><i>Note:</i> Teachers working under general direction normally perform a range of operational and administrative tasks and will receive instruction from management on what tasks are to be completed and/or how the tasks will be performed.</p>	<p>Under limited direction the Manager Education – Level 1, through high quality leadership and management is responsible for the achievement of departmental goals and will contribute to the strategic goals of the collage/division and Institute.</p> <p><i>Note:</i> Managers working under limited direction will normally be given a clear statement of objectives and will require little guidance during the performance of the work. Managers will be accountable for achieving department goals.</p>

		Teacher Level 1	Teacher Level 2	Manager Education – Level 1 (Head of Department)	Manager Education – Level 2 (Director)
Capability Domain (Characteristics)	Teamwork & Communication	1 Builds effective relationships through the use of appropriate communication.	Maintains positive relationships through the use of appropriate communication and possesses the ability to adapt communication to suit a range of audiences.	Promotes positive relationships through the use of appropriate communication and possesses the ability to communicate persuasively to a range of audiences.	Demonstrates and provides leadership in sustaining and nurturing collaborative relationships.
	Leadership	2 Reflects on own abilities and behaviour and assists others.	Demonstrates self-awareness and acts as a positive role model.	Fosters collaborative approaches, leads by example and motivates employees.	Champions the organisation's vision and strategic direction and promotes positive morale amongst employees.
	Ethics	3 Demonstrates ethical behaviour.	Supports colleagues in ethical decision-making.	Makes ethical decisions that inspires trust, confidence and demonstrates organisational values.	Makes ethical decisions that inspires trust, confidence and demonstrates organisational values.
	Diversity	4 Values and practices diversity.	Practices and encourages diversity.	Practices and promotes diversity.	Creates an environment that values and utilises the contributions of others.
	Innovation	5 Contributes to ideas and improvement in work practices.	Generates new and creative ways of working.	Encourages the generation and sharing of new approaches and advocates for change.	Inspires and champions innovative ideas in the workplace.
	Judgement & Analysis	6 Acts with good judgement, expertise and knowledge.	Makes decisions using good judgement, expertise and knowledge.	Makes decisions based on professional judgement and risk-evaluation.	Undertake complex analysis and interpretation and apply significant judgement in choosing a course of action.

		Teacher Level 1	Teacher Level 2	Manager Education – Level 1	Manager Education – Level 2	
				(Head of Department)	(Director)	
Function	Students & Education	1	Maintain and support student progression and provide a quality student experience.	Provide leadership and guidance to support student progression and provide a quality student experience.		
		2	Development and delivery of education, training and assessment processes to meet the specific needs of a diverse range of students, using a range of methodologies.	Develop and deliver education, training and assessment processes to meet the specific needs of a diverse range of students, using a range of methodologies.	Develop and deliver education, training and assessment processes to meet the specific needs of a diverse range of students, using a range of methodologies.	
		3	Commitment to innovation in teaching delivery and assessment.	Provide Leadership and innovation in teaching delivery and assessment.	Provide and promote leadership and innovation in teaching delivery and assessment.	Promote leadership and innovation in teaching delivery and assessment.
		4	Maintenance of accurate student records in accordance with legislation and established policies and procedures.	Maintain accurate student records in accordance with legislation and established policies and procedures.	Ensure maintenance of accurate records of student progress in accordance with legislation and established policies and procedures.	Responsibility for compliance with legislation and policies and procedures relating to student records.
		5	Provide educational guidance to students within the area of professional expertise.	Provide high level educational guidance to students, including the management or referral of student issues relating to education.	Manage or refer student issues relating to education.	Manage student issues relating to education.
		6	Continually review curricula and educational resource material for new and existing programs, and ensure compliance with educational standards.	Continually review curricula and educational resource material for new and existing programs, and ensure compliance with educational standards.	Manage the review and the implementation of curricula and educational resource material for new and existing programs, and ensure compliance with educational standards.	Ensure compliance with educational standards.

			Teacher Level 1	Teacher Level 2	Manager Education – Level 1	Manager Education – Level 2
			(Head of Department)	(Director)		
Function	Industry	7	Maintain currency and knowledge in field of expertise including relevant professional accreditations, registrations and/or licensing.	Maintain currency and knowledge in field of expertise including relevant professional accreditations, registrations and/or licensing.	Maintain currency and knowledge of industry training requirements.	
		8	Maintain working relationships with industry and key stakeholders.	Develop and maintain working relationships with industry and key stakeholders.	Foster positive relationships with industry and key stakeholders, including the representation and promotion of CIT.	Foster positive relationships with industry and key stakeholders, including the representation and promotion of CIT.
		9			Develop and manage entrepreneurial solutions, including commercial activity.	Develop entrepreneurial solutions by working with external organisations.
	Profession	10	Participation in learning and development activities of relevance to CIT.	Participation in learning and development activities of relevance to CIT.	Commitment to learning and development activities of relevance to CIT.	Commitment to learning and development activities of relevance to CIT.
		11	Working knowledge of the VET sector.	A thorough knowledge of the VET sector and an awareness of trends and best practice.	High level knowledge of the VET sector and an understanding of the operational environment.	Extensive knowledge and understanding of the VET sector and of the wider operational environment.
		12	Develop comprehensive and critical knowledge of current practices in vocational and adult education.	Maintain comprehensive and critical knowledge of current practices in vocational and adult education.	Apply comprehensive and critical knowledge of current practices in vocational and adult education.	Promote contemporary vocational and adult education practices.
	Leadership	13	Participate in the development of business plans.	Assist in the development of business plans.	Contribute to the development of business plans, strategies and priorities. Responsible for the development of department plans	Provide strategic direction, including the development of business plans, strategies and priorities.

		Teacher Level 1	Teacher Level 2	Manager Education – Level 1	Manager Education – Level 2	
				(Head of Department)	(Director)	
Function	Leadership	14	Participate in collaborative activities across departments, college/divisions or CIT.	Coordinate collaborative activities across departments, college/divisions or CIT.	Build and manage cohesive teams and lead the development of collaborative activities across departments, college/divisions or CIT.	Oversee effective and productive teams and identify opportunities for collaboration and support implementation across departments, college/divisions or CIT.
		15	Maintain quality, efficiency and effectiveness of program and project delivery.	Provide expert advice on the quality, efficiency and effectiveness of program and project delivery.	Review and evaluate programs and projects to ensure quality, efficiency and effectiveness.	Oversee the quality, efficiency and effectiveness of program and project delivery.
		16		Assist in the management and guidance of staff through performance feedback, coaching, mentoring, conflict resolution, and encouraging learning and development.	Manage and guide staff through performance feedback, coaching, mentoring, conflict resolution, and encouraging learning and development.	Oversee the management and guidance of staff.
		17		Assist with the management of resources and finances within approved policies and guidelines.	Manage resources and finances within approved policies and guidelines.	Exercise autonomy and initiative in management and allocation of college/division resources and finances.
		18				Participate in the corporate management of CIT and the planning and development of service provision.

			Teacher Level 1	Teacher Level 2	Manager Education – Level 1	Manager Education – Level 2
			(Head of Department)	(Director)		
Function	Culture	19	Apply the ACT Public Service Respect, Equity and Diversity (RED) framework.	Apply and model the Respect, Equity and Diversity (RED) framework.	Apply and promote the Respect, Equity and Diversity (RED) framework.	Apply and oversee the application of the Respect, Equity and Diversity (RED) framework.
		20	Model the ACT Public Service Values and Signature Behaviours.	Model the ACT Public Service Values and Signature Behaviours.	Model the ACT Public Service Values and Signature Behaviours.	Model the ACT Public Service Values and Signature Behaviours.
		21	Comply with Work Health and Safety (WHS) legislation, principles and practices.	Comply with Work Health and Safety (WHS) legislation, principles and practices.	Ensure compliance with Work Health and Safety (WHS) legislation, principles and practices.	Oversee compliance with Work Health and Safety (WHS) legislation, principles and practices in the workplace.
	Other	22	Apply legislation, policies and procedures relevant to CIT.	Apply legislation, policies and procedures relevant to CIT.	Ensure compliance with legislation, policies and procedures relevant to CIT.	Oversee compliance with legislation, policies and procedures relevant to CIT.
		23	Perform other duties relevant to workplace as required.	Perform other duties relevant to workplace as required.	Perform other duties relevant to workplace as required.	

DICTIONARY

ACTPS means the Service established by the PSM Act.

Agreement means ACT Public Sector Canberra Institute of Technology (Teaching Staff) Enterprise Agreement 2013-2017 and includes all Annexes and Schedules.

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

Appointed means an appointment in accordance with Part 5 Division 5.3 of the PSM Act.

Business Unit means any particular work unit in the ACTPS; e.g. a section, branch, division, project team, administrative unit, or team. For CIT this may include a college, division, department or team.

Carer means an employee who provides in addition to the employee's normal family responsibilities, care and support on a regular basis to other family members or other person's who are sick or ageing, have an injury, have a physical or mental illness or a disability.

Casual Teacher means a person engaged by CIT under the PSM Act to perform work for a short period on an irregular or non-systematic basis.

Chief Executive means a person engaged under the Canberra Institute of Technology ACT 1987, with Section 24 of the PSM Act extending to him or her powers of the ACTPS Head of Service and director general.

CIT means the Canberra Institute of Technology.

CITCC means the CIT Consultative Committee established under clause 103 of this Agreement.

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

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

Daylight Equivalent (DE) means, in accordance with the provisions of clause 19 (Working Contribution and Attendance), 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.

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

Direct Teaching means teaching activity associated directly with the teaching of students as outlined in clause 20 (Direct Teaching and Duties other than Teaching).

Director means a person employed at the Manager Education – Level 2 classification with responsibility for the efficient management of a teaching college. A Director may, under the organisational structure in place at the commencement of this Agreement, operate with a second director to jointly manage a teaching college.

Directorate means an ACTPS administrative unit so named.

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.

Domestic Violence is as defined under the *Domestic Violence and Protection Orders Act 2008 (ACT)*.

EDS designated position means a position at a Teacher Level 1 or 2, or Manager Education – Level 1 classification that has been designated as an Educational Development and Support position in line with clause 42 (Designation of Educational Development and Support (EDS) Positions) of this Agreement.

Eligible Casual Teacher, for the purposes of clause 89 (Special Maternity Leave), clause 91 (Parental Leave), and Section H (Workplace Values and Behaviour) only, means:

- (a) an employee who has been employed as a casual employee; and
- (b) the employee has been employed by the ACTPS on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve months; and
- (c) who has a reasonable expectation of continuing employment by CIT on a regular and systematic basis.

Employee means (unless there is a clear intention in this Agreement to restrict the meaning) a casual, temporary, temporary teaching only or permanent teacher (an officer) who is employed or engaged in the CIT in a classification set out in Annex A (Classifications and Rates of Pay).

Employee Representative means any person chosen by an employee, or a group of employees, to represent the employee(s).

FW Act means the *Fair Work Act 2009*.

FWC means Fair Work Commission.

FW Regulations mean the Fair Work Regulations 2009.

Head of Department means a person employed at the Manager Education – Level 1 classification who is responsible for managing staff and other resources associated with a department.

Head of service means a person engaged under sections 23C or 23J of the PSM Act as the head of service.

Household Member means a person (other than the employee's immediate family) residing in the employee's normal place of residence at the time of their illness, injury, emergency or death.

Immediate Family means a person who is:

- (a) a domestic partner (including a former domestic partner); or
 - (b) a child or an adult child, parent, grandparent, grandchild or sibling of the employee or domestic partner of the employee; or
 - (c) a person related to the employee by Aboriginal and/or Torres Strait Islander kinship structures;
- or
- (d) a child who is the subject of a permanent caring arrangement; or
 - (e) an adopted child.

'Immediate family' includes adopted, step-, fostered or ex-nuptial immediate family where these circumstances exist.

Additionally, the Chief Executive may consider that the definition of 'immediate family' be extended for a particular decision involving an employee where exceptional circumstances exist. This might include other close family members or an employee who lives alone and has no-one to nominate as 'immediate family', may nominate one person, in similar circumstances, for the purpose of caring responsibilities.

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.

Long-term Temporary means a person who is engaged under the PSM Act for a period of twelve months or more.

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

Manager Education - Level 1 means the first management level classification for a CIT teacher, as provided at Annex A (Classifications and Rates of Pay), with base-level functions provided at Annex E (Work Level Standards). Positions at this classification are locally titled Head of Department.

Manager Education - Level 2 means the top management level classification for a CIT teacher, as provided at Annex A (Classifications and Rates of Pay), with base-level functions provided at Annex E (Work Level Standards). Positions at this classification are locally titled Director.

Officer means a person who is appointed as an officer under Division 5.3 or Division 5.8 of the PSM Act. Note: permanent teachers are officers.

Permanent Caring Responsibility means an out of home care placement for a child (ren) until the child(ren) turns eighteen as defined by the *Children and Young People Act 2008*.

Primary Care Giver is a person who is the primary carer of a child in the person's reference period if the child is in the person's care in that period and the person meets the child's physical needs more than anyone else in that period.

PSM Act means the *Public Sector Management Act 1994* as varied or replaced.

PSM Standards means the Public Sector Management Standards made under the PSM Act as varied or replaced.

Registered Health Professional means a health professional registered, or licensed, as a health professional (or as a health professional of a particular type) under a law of a State or Territory that provides for the registration or licensing of health professionals (or health professionals of that type).

Registered Medical Practitioner means a person registered, or licensed as a medical practitioner under a law of a state or territory that provides for the registration or licensing of medical practitioners.

Service means the ACT Public Service established by the PSM Act.

Short Term Care means an out of home care placement for a child (ren) of up to two years duration as defined by the *Children and Young People Act 2008*.

Short-term Temporary Employee means an employee engaged under the PSM Act for a period of less than twelve months.

Strategic Board means the senior management team, comprising the head of service and the eight directors-general, responsible for providing whole-of-government leadership and strategic direction to the ACT Public Service.

Supervisor means a person who has direct supervisory responsibility for one or more employees within CIT.

Teacher means (unless there is a clear intention in this Agreement to restrict the meaning) a casual, temporary, temporary teaching only or permanent teacher (an officer) who is employed or engaged in the CIT in a classification set out in Annex A (Classifications and Rates of Pay).

Teacher Level 1 means the first classification level for a CIT teacher, as provided at Annex A (Classifications and Rates of Pay), with base-level functions provided at Annex E (Work Level Standards).

Teacher Level 2 means the second classification level for a CIT teacher, as provided at Annex A (Classifications and Rates of Pay), with base-level functions provided at Annex E (Work Level Standards).

Temporary Employee means a person engaged by CIT under the PSM Act for a specific period of time or for a specified task under Division 5.7 of the PSM Act.

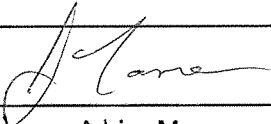
Union(s) means a union or unions which are covered by this Agreement.

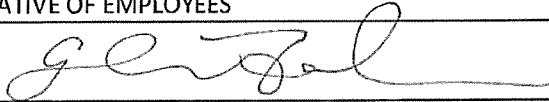
SIGNATORY PAGE

ACT Public Sector Canberra Institute of Technology (Teaching Staff) Enterprise Agreement 2013–2017

This is a signed copy of the enterprise agreement defined above

signed in accordance with the requirements of the *Fair Work Act 2009*.

EMPLOYER	
SIGNATURE	
NAME	Adrian Marron
ADDRESS	37 Constitution Avenue, REID ACT 2612
AUTHORITY TO SIGN THE AGREEMENT	Signatory holds the office of Chief Executive

REPRESENTATIVE OF EMPLOYEES	
SIGNATURE	
NAME	Glenn Fowler
ADDRESS	40 Brisbane Avenue, BARTON ACT 2600
AUTHORITY TO SIGN THE AGREEMENT	Signatory holds the office of Branch Secretary, Australian Education Union – ACT Branch