

**CROWN EMPLOYEES (CHIEF EDUCATION OFFICERS -
DEPARTMENT OF EDUCATION AND TRAINING) SALARIES AND
CONDITIONS AWARD 2006**

AWARD

PART A

1. Arrangement

PART A

Clause No. Subject Matter

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2. Purpose and Principles of This Award

- 2.1 This award establishes the conditions of employment, including salaries, of chief education officers.
- 2.2 The parties to this award are the Department and the ISEA.
- 2.3 The parties will support chief education officers by:

- (a) providing clear lines of communication on matters affecting individuals and their work;
 - (b) developing individual and collective talents;
 - (c) promoting co-operation and teamwork;
 - (d) recognising individual and team contributions; and
 - (e) promoting career planning and development.
- 2.4 This award aims to assist the Department and chief education officers in pursuing the goal of continuous improvement by:
- (a) supporting schools and TAFE in carrying out the government agenda;
 - (b) facilitating teaching and learning processes which will improve student opportunities and outcomes;
 - (c) improve organisation-wide productivity and efficiency;
 - (d) assisting and accelerating cultural change in the workplace towards greater participation and flexibility;
 - (e) promoting better and more satisfying jobs;
 - (f) developing and pursuing constructive changes aimed at improving teaching and learning in schools and TAFE on a co-operative, continuing basis by using a consultative approach;
 - (g) maintaining essential standards of employment conditions;
 - (h) providing certainty, stability and equity in salaries and conditions arrangements for the period of the award;
 - (i) laying a foundation for further workplace improvement through a commitment to improved teaching and learning in schools and TAFE, greater customer focus and commitment to quality service and to joint development of performance measures;
 - (j) enhancing the opportunities of chief education officers for career progression and mobility; and
 - (k) improving the effectiveness of the Department.

3. Definitions

- 3.1 "Act" means the *Teaching Service Act 1980*.
- 3.2 "Chief Education Officer" means a person appointed as such by the Director-General under the Act.
- 3.3 "Department" means the New South Wales Department of Education and Training.
- 3.4 "Director-General" means the Director-General of the New South Wales Department of Education and Training.

- 3.5 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the *Industrial Relations Act 1996*.
- 3.6 "ISEA" means the Institute of Senior Educational Administrators of New South Wales.
- 3.7 "Officer" means and includes all persons permanently or temporarily employed in the Teaching Service under the provisions of the Act.
- 3.8 "Parties" means the Department and the ISEA.
- 3.9 "Senior Officers" means employees employed as senior officers whose working conditions are prescribed under the Crown Employees (Public Service Conditions of Employment) Award 2002, or its successor.
- 3.10 "TAFE" means the Technical and Further Education Commission of New South Wales.

4. Qualifications

- 4.1 The parties agree that the qualification requirements of positions should accurately reflect their requirements and should conform with equal employment opportunity principles.
- 4.2 Qualifications for appointment as a chief education officer will be as determined by the Director-General.

5. Salaries and Other Remuneration

- 5.1 Except as otherwise provided in subclause 5.6 of this clause, chief education officers must be employed at an annual salary not less than that for the classifications as set out in Table 1 - Salary Scale, of Part B, Monetary Rates.
- 5.2 Subject to the provisions of the Act and to the regulation made thereunder, chief education officers covered by this award will be paid the salary as set out in the said Table 1.
- 5.3 The salaries payable in Table 1 include remuneration of all incidents of employment other than:
- (a) annual leave loading;
 - (b) travel or subsistence or motor vehicle allowances;
 - (c) allowances in relation to relocation expenses; and
 - (d) climatic living and disability (Broken Hill) allowances.
- 5.4 Persons appointed as chief education officers subsequent to the making of this award will be appointed to the appropriate salary level based on their background, experience and, where applicable, previous salary level.
- 5.5 Chief education officers not on salary level 3 will be remunerated at higher salary levels depending on satisfactory performance determined by the performance management scheme agreed on by the parties as set out in Schedule 1 - Performance Management Scheme for Chief Education Officers.
- 5.6 Salary packaging:

- 5.6.1 For the duration of this award, chief education officers may be eligible to participate in salary packaging arrangements with the Department subject to the terms and conditions of Flexible Salary Packaging for NSW Government Teachers in Schools and TAFE and Related Employees, as amended from time to time.
- 5.6.2 Except as otherwise provided in the agreed salary packaging scheme, officers must be employed on the same conditions as set out in the award.

6. Conditions of Employment

- 6.1 The provisions of this award prevail over any award, industrial agreement, public sector agreement, determination under the *Teaching Service Act* 1980 or the Public Employment Office or award of the Industrial Relations Commission which deal with the same matters in so far as they purport to apply to a chief education officer bound by this award.
- 6.2 Chief education officers will have access to working hours consistent with the flexible working hours conditions afforded Senior Officers, subject to operational requirements and departmental convenience.
- 6.3 Deduction of Association Membership Fees.
 - 6.3.1 The ISEA shall provide the employer with a schedule setting out ISEA fortnightly membership fees payable by members of the ISEA in accordance with ISEA's rules.
 - 6.3.2 The ISEA shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of ISEA fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
 - 6.3.3 Subject to 6.3.1 and 6.3.2 above, the Department shall deduct ISEA fortnightly membership fees from the pay of any employee who is a member of the ISEA in accordance with the ISEA'S rules, provided that the employee has authorised the Department to make such deductions.
 - 6.3.4 Monies so deducted from employees' pay will be forwarded regularly to the ISEA together with all necessary information to enable the ISEA to reconcile and credit subscriptions to employees' ISEA membership accounts.
 - 6.3.5 Unless other arrangements are agreed to by the Department and the ISEA, all ISEA membership fees shall be deducted on a fortnightly basis.
 - 6.3.6 Where an employee has already authorised the deduction of ISEA membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

7. Recreation Leave

- 7.1 Chief education officers are entitled to four weeks recreation leave per annum.
- 7.2 Recreation leave will be taken at a time and for a period agreed between the chief education officer and the supervisor.
- 7.3 Payment will be made at the chief education officer's salary rate at that time.

8. Professional and Career Development

- 8.1 The parties confirm a commitment to professional and career training and development for chief education officers and to their obligation to maintain and update their professional skills for the benefit of students, staff and the Department.
- 8.2 The Department is committed to providing access to and support for professional, management development and technological training, and to enhance the career mobility of chief education officers.
- 8.3 The Department, in consultation with the ISEA and chief education officers concerned, will develop a training plan(s) to provide for the professional development and career needs of chief education officers.
- 8.4 The training plan(s) will take into account the career and development needs of individual chief education officers and those needs as determined by the Department.
- 8.5 The training plan(s) will be linked to the performance management scheme for each chief education officer.
- 8.6 Where the chief education officer is required to undertake a professional development activity by the Department, the compulsory fees involved will be met by the Department. Where the professional development activity is voluntary, the Department may, at its discretion, refund all or part of the compulsory fees incurred by chief education officers approved to undertake such training and professional development programs.

9. Mobility Provisions

- 9.1 The parties agree to develop and implement strategies to enhance the mobility between chief education officers and senior administrators in the Department and institute managers in TAFE.

10. Technological Change

- 10.1 The ISEA agrees to support the implementation of the Department's Technology Strategy.
- 10.2 The Department will assist chief education officers in meeting the demands of the Department's technology strategy by providing access to equipment and professional development opportunities designed to increase chief education officers' efficiency and productivity.

11. Performance Management

- 11.1 The performance of chief education officers will be reviewed annually under a performance management scheme agreed between the parties as set out in Schedule 1 - Performance Management Scheme for Chief Education Officers.

12. Dispute Resolution Procedures

- 12.1 Subject to the provisions of the *Industrial Relations Act 1996*, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedure shall apply.

- 12.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the chief education officer will raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 12.1.2 The supervisor will discuss the matter with the chief education officer within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and timeframe for proceeding.
- 12.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the chief education officer may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and timeframe for proceeding.
- 12.1.4 Where the procedures in paragraph 12.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the General Manager of Personnel of the Department and the Secretary of the ISEA. They or their nominees will discuss the dispute, question or difficulty within five working days with a view to resolving the matter by negotiating an agreed method and timeframe for proceeding.
- 12.1.5 Should the above procedures not lead to resolution then either party may make application to the Industrial Relations Commission of New South Wales.

13. Duties as Directed

- 13.1 The Director-General, delegate, nominee or representative may direct a chief education officer to carry out such duties as are within the limits of the chief education officer's skills, competence and training, provided that such duties do not promote deskilling.
- 13.2 The Director-General may determine the location at which such duties will be carried out.
- 13.3 Any direction issued by the Director-General pursuant to subclauses 13.1 and 13.2 of this clause shall be consistent with the Director-General's responsibility to provide a safe, healthy working environment.

14. Redeployment

- 14.1 To allow greater flexibility to place a permanent chief education officer displaced through organisational change or the regrading of a position, the parties agree, subject to personal and geographic considerations, to place the chief education officer in:
 - 14.1.1 another non school-based position under the Act of annual salary level for which the officer is qualified; or
 - 14.1.2 an appropriate school-based position having regard to the chief education officer's salary, experience and background.
- 14.2 In implementing paragraph 14.1.2 of subclause 14.1 of this clause, the Department will take into account the experience of the chief education officer in both school-based and non-school based positions, the salary level of the chief education officer and the salary levels and locations of appropriate vacant school based positions, including executive positions.

15. Right of Return of Permanent Officers Temporarily Appointed to Chief Education Officer Positions

- 15.1 A permanent officer of the Department temporarily appointed to a chief education officer position for a period not exceeding twelve consecutive months will have right of return to their substantive position in the Department at the conclusion of the temporary appointment.
- 15.2 A permanent officer of the Department temporarily appointed to or acting in a chief education officer position for a period exceeding 12 consecutive months will have right of return to a position of equivalent salary and status as the substantive position occupied prior to the temporary appointment or acting arrangement.

16. No Further Claims

- 16.1 Except as provided by the *Industrial Relations Act 1996*, prior to 31 December 2008 there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award.

17. Anti-Discrimination

- 17.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 17.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 12, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 17.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 17.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*, or
 - a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 17.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

18. Deferred Salary Scheme

- 18.1 The Department's deferred salary scheme provides chief education officers with an opportunity to take a year away from work for professional development and other experience such as industry experience, post graduate study, working in overseas education and training systems or other activities.
- 18.2 Under the deferred salary scheme, chief education officers are able to defer 20 per cent of their salary for the first four years and be paid the deferred salary in the fifth year whilst on leave.

19. Area, Incidence and Duration

- 19.1 This award:
- 19.1.1 covers all chief education officers employed by the Department under the Act;
 - 19.1.2 rescinds and replaces the Crown Employees (Chief Education Officers - Department of School Education) Salaries and Conditions Award 2004 ; and
 - 19.1.3 commences on 1 January 2006 and remains in force until 31 December 2008.

PART B

MONETARY RATES

Table 1 - Salary Scale

Chief Education Officers	Salary from first pay period commencing on or after 1.1.2006 \$	Salary from first pay period commencing on or after 1.1.2007 \$	Salary from first pay period commencing on or after 1.1.2008 \$
Increase	4%	4%	4%
Level 3	120,093	124,897	129,893
Level 2	115,147	119,753	124,543
Level 1	106,902	111,178	115,625

SCHEDULE 1

Performance Management Scheme For Chief Education Officers

1. Introduction

The scheme establishes a basis for objective decisions about an individual's work performance and the provision of staff development to develop work related skills and career paths.

2. Objectives of Performance Management

The objectives of performance management are to support the professional development of chief education officers and to enhance the performance of the Department. All chief education officers will participate in the scheme. The performance management scheme will provide an effective means for chief education officers to understand, reflect upon and improve their performance through developmental processes and to understand the role, accountabilities and standards that are expected of them.

The performance management process is a collaborative process between the supervisor and the chief education officer. The supervisor will exercise leadership by working together with the chief education officer to implement the performance management scheme and to provide continuing support and feedback to the officer.

The major outcomes of the performance management process will be the identification of developmental needs of the chief education officer, the development strategies to support these needs, feedback on performance and achievements and recommendations about placement on a higher salary level.

The objectives are to:

- establish clear individual performance goals linked to, and consistent with, the Department's plans and objectives;

- identify each chief education officer's current and medium term development needs (in relation to the organisation and self), and career goals and develop strategies to support these needs;

- assist with the achievement of the Department's long term objectives and annual priorities;

- provide for each individual chief education officer, a valid basis for performance assessment against job-related criteria; and

- provide job-related guidance and performance feedback in a continuing way.

The scheme will reflect and support the Department's overall objectives as set out in:

- The Department's Strategic Plan;

- annual priorities; and

- directorates' management plans.

The scheme is an ongoing process and consists of three major components:

- developing the performance agreement;

- review process; and

- feedback.

3. The Performance Agreement

The performance agreement and its format are to be negotiated by the chief education officer and the supervisor. The performance agreement is to be retained by the chief education officer and the supervisor. It is based on the role and responsibilities of the position and performance criteria. It includes:

- performance targets; and

performance indicators.

Performance agreements will be established through planned and participative meetings between the chief education officer and the supervisor.

4. The Review Process

The review process is both formal and informal. Chief education officers participate, on a regular basis, in formal processes which form part of the normal relationship between the chief education officer and the supervisor. Informal processes complement the progress review and formal annual review.

The Progress Review - Within the 12 month review period, there should be at least two progress reviews to:

reconfirm that the role statement, targets and performance indicators in the performance agreement are in fact realistic and up to date;

discuss and agree upon any changes in priorities, objectives and emphasis of each performance target and performance indicator;

discuss and agree upon any amendments to the performance agreement;

assess progress to date against the agreement; and

provide feedback on performance, achievements and levels of support to date and identify professional development needs which might assist in future goal achievement.

Progress review meetings do not displace regular, work related contact between chief education officers and their supervisors. They provide a focus on the planned activities and outcomes embodied in each chief education officer position, and are a valuable element in normal planning processes, as well as contributing to the performance management process.

Progress reviews may be relatively unstructured. The process may be based on minimal or informal documentation unless:

- (a) the progress review identifies a need for extensive alteration to the performance agreement because of changed circumstances; or
- (b) significant concerns about the chief education officer's performance indicate that the annual review might be unfavourable unless improvement occurs.

The Annual Review - The annual review is the formal meeting which provides an opportunity for the chief education officer and supervisor to evaluate the chief education officer's performance during the previous year and to formulate performance and developmental plans for the ensuing year.

As with other processes in the performance management scheme, the approach to this step should be negotiated between the supervisor and chief education officer. The supervisor should give the chief education officer at least ten working days notice of the annual review meeting.

The annual review will:

provide the overall evaluation of the chief education officer's work performance during the review period;

provide a basis for individual development plans;

lead, where appropriate, to recommendations about placement on a higher salary level; and

lead to the identification of actions to be set down in the performance agreement for the next year.

5. Feedback

Overall Performance Evaluation - In formulating feedback on the chief education officer's performance, the supervisor will consider the relative importance of each target in relation to the overall duties and purpose of the position and the extent to which unanticipated factors may have affected the chief education officer's level of achievement.

The supervisor will write a report about the chief education officer's achievements against the targets and indicators in the performance agreement. The chief education officer will be invited to comment on this report and these comments will be appended to the report.

The extent to which targets have been met, taking into account their relative importance and factors which may have influenced the chief education officer's performance, will determine the overall judgement about the chief education officer's performance.

In general, the overall judgement about the chief education officer's performance will be consistent with the feedback provided at progress meetings.

The supervisor is to submit details of the performance of chief education officers to the Director-General, through their relevant General Manager, Assistant Director-General or Deputy Director-General.

For those chief education officers who are being remunerated at less than the maximum level 3 salary and whose performance is deemed as satisfactory at the annual performance appraisal, the Department will place the chief education officer on the next salary level. The date on which the new salary level is to be affected will be on and from the date of signing of the appraisal report. Where the chief education officer is deemed to not to be satisfactory, the officer will be advised of the reason(s) for the determination.

Where a chief education officer on the minimum salary level has had their performance deemed as outstanding, the supervisor may recommend to the Director-General placement of the chief education officer on the maximum salary level.

Chief education officers, whose performance has been identified as causing concern and who have not responded to the support provided, will have their performance deemed as unsatisfactory. In these circumstances, the supervisor will advise the chief education officer of the areas of concern and will work with the chief education officer to develop and implement a program of support to address the concerns.

SCHEDULE 2

Agreement between the Department of Education and Training and the Institute of Senior Educational Administrators for Chief Education Officers appointed under the *Teaching Service Act 1980*.

This agreement is made on the basis that position criteria for future vacant chief education officer positions will, in the main, reflect the need for relevant educational experience.
