

ENTERPRISE AGREEMENT

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JUDICIAL COMMISSION ENTERPRISE AGREEMENT



JUDICIAL COMMISSION OF NSW
Level 5, Wynyard House, 301 George Street, Sydney

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2. INTRODUCTION

The Judicial Commission is an employer under the Judicial Officers Act 1986 (NSW). The salaries and conditions of employment of Commission staff are generally equivalent to the N.S.W. Public Service and to date have been determined based on salaries and conditions applying to Administrative and Clerical Officers of the N.S.W. Public Service.

There are no awards or industrial instruments covering staff of the Commission and the Commission is not a party to any award or industrial instrument. The Commission sets the salaries, wages, allowances and conditions of employment of staff, with the concurrence of the Department of Industrial Relations. The Personnel Handbook of the Public Service of New South Wales, and certain Public Service awards and agreements are used as guidelines. Those referred to include:

Crown Employees (Administrative & Clerical Officers Salaries) Award of 16 August 1981 and including the latest variation dated 4 June 1993

Crown Employees (Overtime) Award of 12 February 1986 and including the latest variation dated 30 March 1990

Crown Employees (Travelling Compensation) Award of 28 June 1991

Flexible Working Hours Agreement No 2275 of 1980

The statutory provisions relating to the employment of staff of the Commission are governed by Section 6 of the Judicial Officers Act. Provisions relating to the rights of staff, previously public servants and to staff entitled to re-appointment to former employment in certain cases, are detailed in Schedule 5 of the Act.

3. DEFINITIONS

- (i) "the Act" means the Judicial Officers Act 1986 (NSW);
- (ii) "the Commission" means the Judicial Commission of New South Wales as constituted by the Judicial Officers Act 1986;
- (iii) "staff member" means a person employed either as a full time, or regular part time employee, in any capacity under the provisions of Section 6 of the Judicial Officers Act 1986. For the purpose of this Agreement, "staff member" specifically excludes the Chief Executive, and executive staff being the General Manager Administration, Education Director, and Research Director.
- (iv) "Personnel Handbook" means the Public Service of New South Wales Personnel Handbook current at the date of this Agreement. An unmarked copy of this Handbook, current at the date of registration of this Agreement will be signed by the parties to the Agreement.
- (v) "Service" means continuous service for salary purpose.

4. PARTIES TO THE AGREEMENT

The parties to this agreement are:

- 4.1** (i) The Judicial Commission of NSW; and
(ii) The Workplace Committee representing the staff of the Judicial Commission.
- 4.2** The employees covered by this Agreement are those staff employed at the Judicial Commission, as specified in clause 4.1 (ii) above, whether or not they are a member of an industrial organisation or the workplace committee that is party to this agreement and are employed in an occupation to which the Agreement relates.

5. TITLE OF THE AGREEMENT

This Agreement shall be known as the Judicial Commission Enterprise Agreement.

6. STATEMENT OF INTENT

- 6.1** This agreement is based on a commitment to provide a framework within which the Commission can generate interesting and fulfilling work and develop systems that allow staff the opportunity to realise their full potential whilst simultaneously maximising the productivity and efficiency of the Commission.
- 6.2** This agreement was developed through cooperative negotiations between management and staff to establish a performance based culture; ensure accountability and responsibility for decisions; and enhance commitment to client service.

7. GENERAL PROVISIONS

- 7.1** The headings used in the Agreement are for convenience of reference only, and are not intended to be resorted to for the interpretation of the Agreement.
- 7.2** (a) Where the employer lawfully authorises a staff member to act as a delegate and carry out any of the employer's duties, obligations or actions required to be carried out under the Agreement, the Agreement shall be construed as if any relevant reference to the employer included a reference to that delegate;
- (b) For the purposes of the preceding paragraph and this Agreement, the Commission has delegated, pursuant to Section 7 of the Act, its functions as employer to the Chief Executive of the Commission.
- 7.3** This Agreement shall be governed by the law of New South Wales and shall be deemed to be made in New South Wales.
- 7.4** All notices, consents, approvals, agreements, or other communications by or to the respective parties to this Agreement shall be in writing and shall be deemed to be duly given or made:
- (i) (in the case of delivery in person or by post) when delivered; or
- (ii) (in the case of a facsimile transmission) on receipt by the sender of a written

transmission report from the sending facsimile machine indicating successful transmission to the recipient's facsimile number (provided that if the time of despatch is not before 4.00 pm (local time) on a day on which business is generally carried on in the place to which such communication is sent, it shall be deemed to have been received at the commencement of business on the next day in that place);

to the party to which such communication is required or permitted or to be given under this Agreement addressed to its address as shown in this Agreement or at such address as the relevant addressee may specify for such purpose to the others by notice in writing.

7.5 A written communication includes a notice by facsimile transmission.

7.6 The parties acknowledge that the employment is affected by Acts of Parliament and Regulations made under such Acts, including the Judicial Officers Act 1986.

8. NEGOTIATING THE NEXT AGREEMENT

8.1 The parties agree to begin negotiations on a new agreement 3 months before the expiration of this Agreement.

8.2 During this 3 month period the parties will meet to obtain agreement or resolution of any issues.

8.3 The parties may seek assistance from the Commissioner for Enterprise Agreements during this 3 month period.

9. PERIOD OF OPERATION

This agreement shall commence on the day of its registration by the Industrial Registrar and shall operate until 31 December 1996.

10. PERFORMANCE MANAGEMENT

10.1 The Commission's Performance Management System, attached as Annexure 1 to this Agreement, shall be used to determine a staff member's eligibility for salary progression. The system will be reviewed annually, or more regularly if requested by any party to the agreement, to ensure the efficiency of the system and guard against gender, race or other bias.

10.2 The parties to this agreement shall ensure during the term of the Agreement that the Commission's Performance Management System is a process which:

- (i) Improves and enhances communication between supervisors and staff at all levels of the Commission;
- (ii) Ensures that personal Work Plans developed between supervisors and staff are realistic, achievable, and satisfy scrutiny of any party to the Agreement in the event of a grievance;
- (iii) Allow staff to take personal control and accountability for the work allocated to them;

- (iv) Include mechanisms by which the Commission can identify appropriate training and career development programs for individuals, or groups of staff;
- (v) Provide a consistent and objective approach to the management of the individual performance of staff employed by the Commission.

11. PROGRESSION AND INCREMENTS

11.1 The work plan developed between the staff member subject to review and the relevant supervisor shall:

- (i) Include the requirements of the position;
- (ii) Address the staff member's needs for improvement and career enhancement;
- (iii) Provide for the improvement of the staff over each review period.

Upon assessment, a staff member shall be assessed as either:

- (a) **Exceptional:** Performance that consistently exceeds the requirements of the position in all aspects;
- (b) **Commendable:** Performance that meets all the requirements of the position and excels in many of its aspects;
- (c) **Satisfactory:** Performance that is fully acceptable in meeting the normal requirements of the position;
- (d) **Needs improvement:** (Falling short of either (a), (b) or (c));
- (e) **Unsatisfactory:** Performance that fails to demonstrate sufficient capacity or application to perform the requirements of the position.

11.2 Progression within a position will be by way of annual increments granted to staff members whose performance is assessed as satisfactory or better, in accordance with basic performance requirements.

11.3 In the event that a staff member is assessed as either "needs improvement" or "unsatisfactory", then he/she shall not be entitled to an increment. Where an increment is withheld, a review will take place at the next available review date (usually 3 months) but no later than 6 months.

11.4 A staff member assessed as "needs improvement" may progress at the time of the next assessment provided those areas defined as requiring improvement have been fully addressed and are then satisfactory.

11.5 Any staff member assessed as "unsatisfactory" shall be informed of the reasons for such assessment and be provided with adequate and appropriate training in the areas of inadequacy. Provided such a person is able to achieve a "satisfactory" standard, then he/she may at the time of the next assessment, progress to the next level.

11.6 Any staff member assessed as “unsatisfactory” and who fails to achieve the required standards after appropriate training and counselling will be subject to proceedings for unsatisfactory performance which may result in termination of services.

11.7 Where a staff member is assessed as “needs improvement” or “unsatisfactory” and disagrees with the decision, then he/she may have the matter referred to the Grievance Officer in accordance with the Grievance and Dispute Procedures in clause 21.

11.8 Appointment to other positions within the Commission shall be by promotion on merit and subject to vacancy.

12. WORKING HOURS AND ARRANGEMENTS

12.1 General

12.1.1 A flexible approach will be adopted by staff and management in relation to normal working hours and working arrangements.

12.1.2 Whilst endeavouring to adopt a mutually agreeable arrangement is the aim of this clause, the decisions in these matters are subject to organisational convenience and an appropriate level of service being provided.

12.2 Working Hours

12.2.1 Conditions set out in the Flexible Working Hours Agreement shall apply to all staff members party to this Agreement with the exception of bandwidth and coretime, both of which shall be regulated by provisions 12.2.3 and 12.2.4.

12.2.2 The term “normal working hours” means 35 hours worked each week between Monday to Friday inclusive.

12.2.3 The standard bandwidth commences at 7:30 am and ceases at 6:00 pm. The standard coretime which must be worked for the standard bandwidth to apply is from the hours of 9:30 am to 3:30 pm.

12.2.4 The variation bandwidth commences at 10:30 am and ceases at 9:00 pm. The variation coretime which must be worked for the variation bandwidth to apply is from the hours of 12:30 pm to 6:30 pm.

12.2.5 Time counted as normal working hours must fall into either the Standard Bandwidth and associated Standard Coretime or the Variation Bandwidth and associated Variation Coretime.

12.2.6 All staff members are required to work the standard bandwidth and the associated standard coretime. The parties agree that in circumstances where Commission services are required to be provided outside the standard bandwidth a staff member may, with the approval of his/her supervisor, work to the variation bandwidth and coretime.

12.2.7 The availability of standard and variation bandwidths and coretimes is contingent upon the provision of an adequate level of service for all areas of the Commission between the hours of 9:00 am and 5:00 pm.

12.2.8 The number of credit or debit hours carried forward from a previous flexitime period must not exceed 10 hours.

12.2.9 In special circumstances, a staff member may, with the approval of the Chief Executive, carry forward one accrued flex day into the next settlement period, thereby allowing two flex days to be taken during the next settlement period. An example of what constitutes a "special circumstance" is where a staff member is prevented from taking a flex day during a settlement period because of work commitments.

13. OVERTIME

13.1 Compensation for overtime will generally be in the form of time-in-lieu as outlined in clause 14. Where time-in-lieu is not practicable, the Chief Executive may in special circumstances authorise compensation to be in the form of a cash payment. A staff member will be eligible for time-in-lieu or payment of overtime if:

- (i) The standard bandwidth applies and the staff member is required by his/her supervisor to work before 7:30 am and/or after 6:00 pm; OR
- (ii) The variation bandwidth applies and the staff member is required by his/her supervisor to work before 10:30 am and/or after 9:00 pm; OR
- (iii) He/she has been requested to work on a Saturday, Sunday or public holiday.

13.2 Overtime is calculated using the following rates:

- (i) Monday to Friday-Time and a half for the first two hours and double time thereafter; OR
- (ii) Saturday-Time and a half for the first two hours and double time thereafter; OR
- (iii) Sunday-Double Time; OR
- (iv) Public Holiday-Monday to Friday: Normal salary plus time and a half;
- (v) Public Holiday-Saturday: Double time and a half all day.

13.3 For the purpose of calculating paid overtime, the overtime barrier (as prescribed in the Personnel Handbook) is \$43,891 per annum, with effect from the beginning of the first pay period to commence on or after 1 January 1994 and \$45,208 per annum with effect from the beginning of the first pay period to commence on or after 1 November 1994. The overtime barrier applying on or after 1 November 1995 will take account of any salary increase negotiated in accordance with clause 23.2.

13.4 A staff member working in accordance with the standard bandwidth and is required to work approved overtime on week-days beyond 6:00 pm, or in the case of the variable bandwidth is required to work beyond 9:00 pm, or in any event beyond 8 hours 30 minutes after commencement of duty and exclusive of the normal lunch break shall be allowed 30 minutes to take a meal break. A further 30 minute meal break shall be allowed for every additional 5 hours of overtime worked on that day.

13.5 A staff member required to work approved overtime on Saturday, Sunday or a Public Holiday shall be allowed 30 minutes to take a meal break after every five hours worked on a particular day.

13.6 Staff are only eligible for a meal allowance when:

- (a) approved overtime has been worked; AND
- (b) an expense is actually incurred in obtaining the meal; AND
- (c) The staff member ceased duty for at least 30 minutes before or during the working of overtime to take the meal.

Example 1: A staff member who started work at 12:30 pm and was approved to work overtime until 10:30 pm and took a meal break either before, during, or after overtime will be entitled to a meal allowance. In this case the appropriate meal rate is the dinner rate.

Example 2: A staff member works his/her normal hours from 12:00 Noon to 9:00 pm (with supervisor's approval). No meal allowance is payable.

13.7 Any meal break (either the first or second for the day) cannot be counted towards a staff member's accrued hours.

13.8 The following Meal Allowance Rates as currently prescribed in the Personnel Handbook will apply:

(i) Breakfast	\$8.60
(ii) Lunch	\$11.15
(iii) Dinner	\$16.45

The above meal allowance rates are subject to adjustment from time to time as agreed between the parties.

14. TIME-IN-LIEU

14.1 Time-in-lieu shall be calculated at the appropriate rate as specified in clause 13.2 (i) - 13.2 (v).

14.2 Time-in-lieu shall be taken at the discretion of the supervisor but no later than 3 months after such entitlement accrues.

14.3 Where Time-in-lieu is not taken in accordance with clause 14.2, the entitlement shall be added to the staff member's Annual Leave entitlement up to and including a maximum of 5 working days.

14.4 Time-in-lieu accrued in accordance with clause 14.3 may only be applied against Annual Leave and cannot be used in conjunction with other forms of leave.

15. OTHER PAID EMPLOYMENT

Staff members shall not engage in any paid employment outside the duties of the position held with the Commission without the express consent of the Chief Executive.

16. TRAINING AND DEVELOPMENT

16.1 The Commission's commitment to training and development includes:

- (i) The provision of training required to meet competency requirements;
- (ii) The provision of training and development to meet the identified needs of staff to undertake the functions of the Commission;
- (iii) An expectation that managers/supervisors will release staff for training;
- (iv) On recommendation by the appropriate Director and approval by the Chief Executive, the Commission may, on negotiation with individual staff, reimburse HECS or compulsory fees for tertiary courses which are relevant to the staff member's work in the Commission.

16.2 The guidelines and conditions for reimbursement of fees, as contained in Section 11 of the Personnel Handbook shall apply during the term of the Agreement.

17. TRAVELLING COMPENSATION

The provisions of the Crown Employees (Travelling Compensation) Award is varied to the extent that travelling time accrues as flexi-time during the standard flexitime bandwidth. Travelling time counted on a work day shall be reduced by the time normally taken for the periodic journey from home to the Commission and return.

18. LEAVE LOADING

By the terms of this Agreement, payment for annual leave loading is as follows:

- (i) 1993 leave loading payable during the leave loading year 1 December 1993 to 30 November 1994 will be paid in accordance with Division 2 Part 2, Section 7.15 of the Personnel Handbook.
- (ii) 1994 and subsequent leave loadings will be paid to all eligible staff on the first payday in December 1995 and subsequent years. The leave loading payable will be calculated in accordance with the provisions of Division 2 Part 2, Section 7.15 of the Personnel Handbook.

19. LEAVE ENTITLEMENTS

19.1 Adoption Leave

19.1.1 Details of leave qualifying as Adoption Leave are determined by the conditions contained in Division 2 Part 2, Section 1 of the Personnel Handbook.

19.1.2 The Chief Executive or an authorised delegate shall have authority to approve Adoption Leave.

19.2 Extended Leave

19.2.1 Details of leave qualifying as Extended Leave are determined by the conditions contained in Division 2 Part 2, Section 2 of the Personnel Handbook.

19.2.1 The Chief Executive or an authorised delegate shall have authority to approve Extended Leave.

19.3 Family and Emergency Leave

19.3.1 Family and emergency leave is paid leave which may be granted in circumstances of pressing necessity. It shall be granted subject to the Commission's convenience and shall be limited to the time necessary to cover the emergency or circumstance.

19.3.2 The granting of family and emergency leave will be at the discretion of the Chief Executive or an authorised delegate and shall be limited to:

- (i) During the first twelve months of service - two and one half working days;
- (ii) After completion of twelve months of service - five working days in any period of 2 years;
- (iii) After completion of two years of service - a further one day for each year of service in addition to the grant in sub clause (ii) above, less any family and emergency leave previously granted, whichever is greater.

19.3.3 Family and emergency leave may be granted for unforeseen illness of a close family member where no other family member is available to provide care, arranging or attending the funeral of a close family member, or prevention from attending work due to severely inclement weather or other emergency situations.

19.3.4 These provisions replace the short leave provisions contained in Division 2 Part 2, Section 8 of the Personnel Handbook.

19.4 Leave Without Pay

19.4.1 Details of leave qualifying as Leave Without Pay are determined by the conditions contained in Division 2 Part 2, Section 3 of the Personnel Handbook.

19.4.2 The Chief Executive or an authorised delegate shall have authority to approve Leave Without Pay.

19.5 Maternity Leave

19.5.1 Details of leave qualifying as Maternity Leave are determined by the conditions contained in Division 2 Part 2, Section 4 of the Personnel Handbook.

19.5.2 The Chief Executive or an authorised delegate shall have authority to approve Maternity Leave.

19.6 Military Leave

19.6.1 Details of leave qualifying as Military Leave are determined by the conditions contained in Division 2 Part 2, Section 5 of the Personnel Handbook.

19.6.2 The Chief Executive or an authorised delegate shall have authority to approve Military Leave.

19.7 Parental Leave

19.7.1 Details of leave qualifying as Parental Leave are determined by the conditions contained in Division 2 Part 2, Section 6 of the Personnel Handbook.

19.7.2 The Chief Executive or an authorised delegate shall have authority to approve Parental Leave.

19.8 Recreation Leave

19.8.1 Staff members shall take at least 2 weeks recreation leave per annum.

19.8.2 Accrual of annual leave is restricted to a maximum of 30 days. Approval to accrue in excess of this amount will be at the discretion of the Chief Executive and will only be granted in exceptional circumstances.

19.8.3 With the exception of Clauses 19.8.1 and 19.8.2 details of leave qualifying as Recreation Leave are determined by the conditions contained in Division 2 Part 2, Section 7 of the Personnel Handbook.

19.8.4 The Chief Executive or an authorised delegate shall have authority to approve Recreation Leave.

19.9 Sick Leave

19.9.1 Details of leave qualifying as Sick Leave are determined by the conditions contained in Division 2 Part 2, Section 9 of the Personnel Handbook.

19.9.2 The Chief Executive or an authorised delegate shall have authority to approve Sick Leave.

19.10 Special Leave

19.10.1 Special Leave is paid leave which applies to activities not regarded as being “on duty” and which are not covered by other forms of leave. Details of leave qualifying as special leave are determined by the conditions contained in Division 2 Part 2 Section 10 of the Personnel Handbook.

19.10.2 The Chief Executive or an authorised delegate shall have the authority to approve special leave.

19.11 Study Leave

19.11.1 Details of leave qualifying as Study Leave are determined by the conditions contained in Division 2 Part 2, Section 11 of the Personnel Handbook.

19.11.2 The Chief Executive or an authorised delegate shall have authority to approve Study Leave.

20. PART-TIME WORK

20.1 The Commission is committed to providing part-time work opportunities where practicable. Such arrangements will provide flexibility for effective use of resources and may be of benefit to staff.

20.2 The part-time arrangements must be acceptable to both the Commission and the staff member.

21. GRIEVANCE AND DISPUTE PROCEDURE

21.1 All grievances (including grievances related to EEO issues), disputes or difficulties relating to the provisions of this agreement and any other matters shall initially be dealt with by the Grievance Officer (Administrative Officer). If further resolution is required, the matter shall be referred to the General Manager and then if necessary, to the Chief Executive.

21.2 (i) Staff members are required to notify (in writing or otherwise) the Grievance Officer as to the substance of the grievance, dispute or difficulty, seek a meeting to discuss the matter, and if possible state the remedy sought;

(ii) The Grievance Officer shall convene a meeting in order to resolve the grievance, dispute or difficulty within seven days of the matter being brought to his/her attention;

- (iii) If the matter is unable to be resolved by the Grievance Officer, the staff member may request to meet with the General Manager in order to resolve this matter. The General Manager shall respond within seven days. If the matter remains unresolved at this point, the officer may then refer the matter to the Chief Executive;
 - (iv) In the event that the Chief Executive is unable to resolve the matter, the Chief Executive shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning the action to be taken, or the reasons for not taking action, in relation to the matter.
- 21.3** A staff member may request to be represented by an industrial organisation of employees at any stage of the procedures.
- 21.4** (i) The staff member or industrial organisation on his/her behalf or the Chief Executive may refer the matter to the Industrial Relations Commission of NSW if the matter is unresolved following the use of these procedures;
- (ii) The staff member and/or their industrial organisation and/or the Chief Executive shall agree to be bound by any lawful recommendation, order or determination by the Industrial Relations Commission of NSW in relation to the grievance, dispute or difficulty.
- 21.5** Whilst the procedures set out by this clause are being followed, normal work undertaken prior to the notification of the grievance or dispute shall continue, except that in the case of a dispute involving Occupational Health and Safety. If such a risk is present, the Chief Executive should be notified so that other arrangements can be made. If practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any staff member or member of the public.

22. DISTRIBUTION OF THE AGREEMENT

Upon registration of this Agreement, the Chief Executive shall be responsible for ensuring that each staff member employed by the Commission on the date of registration and thereafter, receives a copy of the Agreement, and any variation(s) to the Agreement made by parties during the Agreement's term.

23. SALARY INCREASES

23.1 The Commission agrees to increase the salaries of all staff members party to this Agreement as follows:

- (i) 4 per cent from the beginning of the first pay period to commence on or after 1 January 1994 which shall be paid on the second pay day following the registration of this Agreement; AND
- (ii) a further increase of 3 percent from the beginning of the first pay period to commence on or after 1 November 1994.

23.2 The parties agree to begin negotiations 3 months prior to 1 November 1995 in relation to any further increase in salary rates to apply for the period 1 November

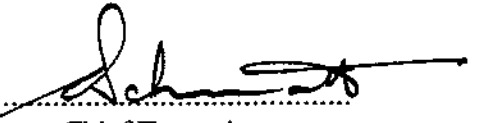
1995 until the expiry of this Agreement. The parties further agree that the negotiations for any increase in salary rates for staff members shall have particular regard to the salary rates applying to Administrative and Clerical Officers of the NSW Public Service.

24. DECLARATION

The parties to this Agreement declare that it was not entered into under duress.

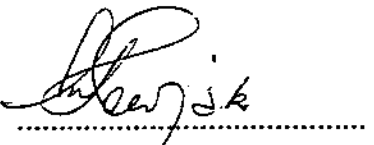
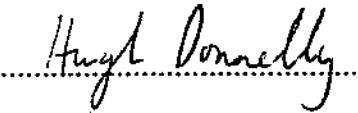
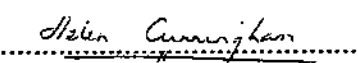
THIS AGREEMENT IS MADE AT SYDNEY ON 29th DAY OF April 1994

Signed For and on behalf of
The Judicial Commission of New South Wales
Mr E. J. Schmatt
Chief Executive
Judicial Commission of NSW
signed this Agreement in
the presence of:

)
)
)
) 
) Chief Executive ,
)

John Hall

Signed for and on behalf of employees by the
Judicial Commission Workplace Committee
in the presence of:

)
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) 
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)

Anna Johnston



*PERFORMANCE MANAGEMENT
SYSTEM*

PERFORMANCE MANAGEMENT SYSTEM

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PERFORMANCE MANAGEMENT

A formal performance management system is a means of examining how you do your job and determining what action (if necessary) is required to further enhance your skills and abilities.

A formal Performance Management system will:

- * Improve Communication
- * Increase Productivity
- * Develop Staff both professionally and personally.
- * Recognise and Reward Good Performance
- * Highlight areas where further training/development would be advantageous.

PRINCIPLES OF PERFORMANCE MANAGEMENT

- * For each position there will be the development of agreed objectives, performance indicators, targets and training requirements
- * The performance management process will include regular reviews as well as a six monthly review and an annual formal appraisal.
- * Any written comments and decisions resulting from the reviews will be made available to the person being reviewed.
- * There will be established measures of performance across five levels. These levels are: *Exceptional, Commendable, Satisfactory, Needs Improvement, Unsatisfactory.*
- * The process will be equitable and unbiased.
- * Confidentiality of information obtained in the reviews will be maintained.

COMMUNICATION

Communication is an inherent part of the performance management system and it involves the mutual agreement between supervisor/reviewer and the position occupant to establish the key accountabilities, of the position; the setting of objectives for the review period; and the setting of performance targets and indicators.

PARTIES INVOLVED IN THE PROCESS

The Employee The position occupant. All staff permanent or temporary who are holding a substantive position within the Judicial Commission will be involved in the performance management process.

**Supervisor/
Reviewing Officer** An employee who is at least one level above the level of the occupant of the position being reviewed and who has been directly responsible for the supervision and performance of the employee (being reviewed) on a daily basis for at least six months.

POSITION DESCRIPTION

This is a document that will be prepared for each position within the Judicial Commission. The Position Description contains the key accountabilities of the position, objectives, reporting relationships and its place within the organisation including position dimensions.

OBJECTIVES

A critical success factor of the Performance Management System is the establishment of agreed objectives. These position objectives should only be set after agreement is reached between the position occupant and the supervisor/reviewer. Ideally, these agreed objectives would be taken from the position description.

In determining objectives it is necessary to:

- * Be specific
- * Be realistic
- * Set worthwhile measurable and achievable targets
- * Set time, cost, and quality standards
- * Concentrate on the main issues.

PERFORMANCE INDICATORS

An essential component of a Position Description is the area covering Key Accountabilities. These accountabilities are really the expected outcomes of the position. Key Accountabilities provide the basis from which agreed performance indicators and targets are set, and against which performance can be judged and measured in the Performance Assessment/Review.

Performance indicators are a useful tool for assessing the accomplishment of tasks. Performance can be measured by assessing the standards achieved against the mutually agreed standards (objectives). When agreement is reached between the position occupant and the supervisor/reviewer as to the appropriate performance indicators, then they should be listed along with the relative objectives.

PERFORMANCE REVIEW

The major component of a Performance Management System is the Performance Review which is the formal mechanism for reviewing an individual's performance.

It is essential that performance be reviewed regularly and informally as part of the normal daily interaction between a supervisor and subordinate. Thus there should be no surprises when the formal Annual Performance Review takes place.

Regular reviews facilitate valuable feedback including:

- * The re-adjustment and refinement of objectives as the result of external influences beyond the reviewer's control.
- * Re-defining standards and measures
- * Identification of training requirements.

The *Annual Performance Review* thus evaluates performance based clearly and directly on agreed accountabilities, performance and standards.

To ensure the effective and equitable implementation of the Annual Performance Review, any disputes arising from the Review process will be referred to a Grievance Officer.

MAKING ASSESSMENTS AND DECISIONS

The culmination of the series of informal and progressive reviews during the period is the formal review alluded to earlier which provides a range of information on which to base assessments about performance and decisions in regard to further action. The emphasis of those assessments and decisions should be on encouraging good performance and eliminating problems that contribute to poor performance.

Decisions and outcomes of the formal review process should be used for:

- * the reward of satisfactory and exceptional performance;
- * identification of the reasons for poor performance;
- * determination of staff development requirements;
- * evaluation/re-evaluation of the job design.

Performance judgments are generally classified under two main categories:

Objective judgments which are the direct outcome of work related processes are not dependent upon human intuition, feelings etc. Examples of objective judgments could include: the number of publications produced compared to budgeted forecasts, progress with the SIS against budget and time frames.

Subjective judgments on the other hand are based entirely on human impressions and feelings etc. The quality of job performance is based entirely on observation rather than on measurable data. This form of judgment which is the most common is naturally prone to various types of bias or errors. However these shortcomings can be minimised with the assistance of selected criteria:

- * **Relevance** Judgment criteria must be specifically related to job performance but must also allow feedback from employees.
- * **Validity** Judgment must be an accurate reflection of performance, free of errors and sensitive to variations in performance.
- * **Acceptability** Performance criteria must be acceptable to all parties involved. This can be achieved by having a trial run of the review.
- * **Observable** Cannot be done in isolation. Performance must be observable by the supervisor/reviewer.
- * **Clarity** Performance criteria must have a clear meaning which must also be consistent across the range of staff involved.

RATINGS

1. **Exceptional** Performance that consistently exceeds the requirements of the position in all aspects.
2. **Commendable** Performance meets all the requirements of the position and excels in many of its aspects.
3. **Satisfactory** Fully acceptable in meeting the normal requirements of the position.
4. **Needs Improvement** Performance is adequate. The incumbent demonstrates a basic ability but does not have the experience or knowledge to satisfy the full requirements of the position without additional development.
5. **Unsatisfactory** Does not demonstrate sufficient capacity or application to perform the requirements of the position.

PERFORMANCE REVIEW

CONFIDENTIAL

AGREEMENT & SIGNATORY COVER SHEET

NAME:

POSITION TITLE:

APPOINTED TO POSITION:

DIVISION:

PERFORMANCE REVIEW FOR THE PERIOD.....to.....

REVIEWED BY:.....

A copy of this Performance Review was given to the occupant of the position on:.....

ACTION AGREED

Position Occupant's signature.....

Supervisor's/Reviewer's signature.....

Reviewed by the next level manager.....

INSTRUCTIONS TO SUPERVISOR/REVIEWER

- * The *Objectives sheet* is essentially an agreement between the position occupant and the supervisor/reviewer on objectives and targets for the immediate period and the future. *This sheet should be completed and signed by both the position occupant and the supervisor/reviewer. If the position occupant is in disagreement with any of the objectives then this should be indicated in the relevant space.*
- * The *Job Performance Improvement section* discusses skills that may need refining or even developing. *This section should list the action proposed by the supervisor/reviewer and the position occupant. It should be dated.*
- * The Development and Training section continues on from the previous section. It discusses the training and development needed by the position occupant and the level of agreement reached about the training or skills development acceptable to both parties to the agreement. *Section A, B, and C, should be filled in accordingly.*
- * The **Generic Performance Indicators** which are listed on Page 11 are intended to emphasise the accountabilities which are general to all staff of the Commission and are to be assessed across a five point scale.
- * The **Specific Performance Indicators** should be listed on Page 12 to establish the accountabilities which are specific to this position and indeed may be unique to it. These are of course directly related to the requirements/accountabilities of a specific position and are assessed across the same five point scale.

The five columns stating: *Exceptional; Commendable; Satisfactory; Needs Improvement; and Unsatisfactory;* are used to indicate the performance levels of each of the generic/specific accountabilities.

The accountabilities should be listed in the left hand side of the page and the selection of an appropriate rating should be indicated with a tick in the relevant rating column. The full range of ratings should be utilised. There is space available for the position occupant to comment on the rating given by the supervisor/reviewer.

- * The **Overall Performance Rating Review** allows a comprehensive comment on performance including reasons for a particular rating and specific comments such as the span of time the supervisor/reviewer has worked with the employee or any bias that may hinder an objective review.

The **Overall Rating** should be based on the predominate score and if necessary, a secondary rating could be given to indicate a part-score. For Example; *All Commendable would equal an Overall Performance Review rating of Commendable whereas three ratings of Satisfactory and two of Needs Improvement might equate to an Overall Performance Review rating of Satisfactory/Needs Improvement.*

OBJECTIVES

Date.....

Position Title:.....

In the spaces below, list your objectives and agreed performance targets for the immediate period and for the future. These objectives and targets are to be determined by mutual agreement between the supervisor/reviewer and the position occupant. Tick relevant triangle for appropriate time frame.

Six months

Twelve Months



1. _____

Comment

Performance Targets



2. _____

Comment

Performance Targets



3. _____

Comment

Performance Targets



4. _____

Comment

Performance Targets



5. _____

Comment

Performance Targets

Supervisor's/reviewer's

Signature.....

(date)

Position Occupant's

Signature.....

(date)

PERFORMANCE IMPROVEMENT PLAN

A. What skills does the position occupant have that can be further developed?

.....
.....
.....

B. What skills, if any, are lacking that are essential to the performance of the position?

.....
.....
.....

C. ACTION PROPOSED

By Supervisor/Reviewer

.....
.....

By Position Occupant

.....
.....

TRAINING PLAN

A. Occupant's request relevant to the position

.....
.....

B. Supervisor/Reviewer's recommendation in terms of the above

.....
.....

C. ACTION PROPOSED

What form of training development?

.....
.....
.....

Agreed By

Supervisor/Reviewer.....

(date)

Agreed By

Position Occupant.....

(date)

Date:

Please list below the generic accountabilities of the Commission. Comments should be made where applicable to supplement the rating given to the position occupant

Division:

Position Title:

Generic performance Indicators:

Exceptional	Commentable	Satisfactory	Needs Improvement	Unsatisfactory
<p>Example only COMMUNICATION</p> <ul style="list-style-type: none"> * Verbal presentation, fluency, clarity * Written Presentation <p>Comments</p>				
<p>Comments</p>				
<p>Comments</p>				
<p>Comments</p>				
<p>Comments</p>				

NOTE: Exceptional describes performance that consistently exceeds the requirements of the position in all respects
 Commentable describes performance that meets all the requirements of the position and exceeds in many or in aspects
 Satisfactory describes performance that is fully acceptable in meeting the normal requirements of the position
 Needs Improvement describes performance on the job which is adequate
 **The position occupant demonstrates a basic ability, but does not have the experience or knowledge to meet all the requirements of the position without further development
 Unsatisfactory describes performance which does not sufficient capacity of application to perform the requirements of the position

Date:

Please list below the generic accountabilities of the Commission. Comments should be made where applicable to supplement the rating given to the position occupant

Division:

Position Title:

Specific performance indicators:

Exceptional	Commendable	Satisfactory	Needs Improvement	Unsatisfactory
<p><i>Example only</i> CLIENT/PUBLIC RELATIONS * Monitoring the quality of service * Client Liaison * Problem Solving</p>				
Comments				

Comments

Comments

Comments

Comments

NOTE: Exceptional - describes performance that consistently exceeds the requirements of the position in all respects
 Commendable - describes performance that meets all the requirements of the position and excels in many of its aspects
 Satisfactory - describes performance that is fully acceptable in meeting the normal requirements of the position
 Needs Improvement - describes performance on the job which is adequate
 **The position occupant demonstrates a basic ability, but does not have the experience or knowledge to meet all the requirements of the position without further development
 Unsatisfactory - describes performance which does not sufficient capacity or application to perform the requirements of the position

OVERALL PERFORMANCE REVIEW

NAME:

POSITION TITLE:

PERFORMANCE REVIEW FOR THE PERIOD: TO

REVIEWED BY:

.....
(Name)

.....
(Position)

.....
(Date)

OVERALL RATING

Exceptional

Commendable

Satisfactory

Needs
Improvement

Unsatisfactory



Please comment on the overall performance of the position occupant, including the reasons for your rating and the length of time you have supervised the position occupant.

.....
.....
.....
.....
.....

*** Recommended Action/*Action Suspended** (eg counselling, disciplinary, training, confirmation of appointment, payment of increment etc)

(* please cross out whichever is not applicable)

.....
.....
.....

Implementation review date.....

* Supervisor's/Reviewer's signature

.....
(Date)

*Agreed/Disagreed by the position occupant

.....
(Date)

(* cross out whichever is not applicable)

Awards and Agreements			Enterprise Agreement		<i>Annexure 2</i>
Classification	Grade	Salary	Classification	Salary	Salary
	Equiv. A&C	(effective from 2 Aug 91)		from 1 Jan 94	from 1 Nov 94
Systems			Systems		
Manager	11 Min	50,265	Manager	52,276	53,844
	Max	52,397		54,493	56,128
	12 Min	55,680		57,907	59,644
	Max	58132		60,457	62,271
Systems			Systems		
Officer	7 Min	38,126	Officer	39,561	40,841
	Max	39,267		40,838	42,063
	8 Min	40,902		42,538	43,814
	Max	42,202		43,890	45,207
Database			Database		
Administrator	5 Min	33,548	Administrator	34,890	35,937
	Max	34,607		35,991	37,071
	6 Min	35,963		37,402	38,524
	Max	37,016		38,497	39,652
Administrative			Administrative		
Officer	9 Min	43,459	Officer	45,197	46,553
	Max	44,682		46,469	47,863
Administrative			Administrative		
Assistant	3 Min	28,418	Asistant	29,555	30,442
	Max	29,277		30,448	31,161
	4 Min	30,191		31,399	32,341
	Max	31,117		32,362	33,333
Clerk	1 Min	25,422	Clerk	26,439	27,232
	Max	26,168		27,215	28,031
Receptionist	1 Min	25,422	Receptionist	26,439	27,232
	Max	26,168		27,215	28,031
Principal			Principal		
Research			Research		
Officer	9 Min	43,459	Officer	45,197	46,553
	Max	44,682		46,469	47,863
	10 Min	46,506		48,366	49,817
	Max	47,892		49,808	51,302

Awards and Agreements			Enterprise Agreement		Annexure 2
Classification	Grade	Salary	Classification	Salary	Salary
	Equiv. A&C	(effective from 2 Aug 91)		from 1 Jan 94	from 1 Nov 94
Research Assistant	3 Min	28,418	Research Assistant	29,555	30,442
	Max	29,277		30,448	31,361
	4 Min	30,191		31,399	32,341
	Max	31,117		32,362	33,333
Publications Manager	9 Min	43,459	Publications Manager	45,197	46,553
	Max	44,682		46,469	47,863
	10 Min	46,506		48,366	49,817
	Max	47,892		49,808	51,302
Senior Research Officer (Educ)	7 Min	38,126	Senior Research Officer (Educ)	39,651	40,841
	Max	39,267		40,838	42,063
	8 Min	40,902		42,538	43,814
	Max	42,202		43,890	45,207
Education Officer	5 Min	33,548	Education Officer	34,890	35,937
	Max	34,607		35,991	37,071
	6 Min	35,963		37,402	38,524
	Max	37,016		38,497	39,652
Publications Officer	3 Min	28,418	Publications Officer	29,555	30,442
	Max	29,277		30,448	31,361
	4 Min	30,191		31,399	32,341
	Max	31,117		32,362	33,333
Co-ordinator Computer Training	5 Min	33,548	Co-Ordinator Computer Training	34,890	35,937
	Max	34,607		35,991	37,071
	6 Min	35,963		37,402	38,524
	Max	37,016		38,497	39,652
Secretary	3 Min	28,418	Secretary	29,555	30,442
	Max	29,277		30,448	31,361
Librarian	5 Min	33,548	Librarian	34,890	35,937
	Max	34,607		35,991	37,071
	6 Min	35,963		37,402	38,524
	Max	37,016		38,497	39,652