

# **St John's Grammar School Inc Enterprise Agreement 2023**

## Table of Contents

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<b>PART 1 - APPLICATION AND OPERATION</b>	<b>4</b>
1. Title	4
2. Definitions and Interpretation	4
3. Term of the Agreement	4
4. Renegotiation	4
5. Coverage	4
6. Access to the Agreement and National Employment Standards	5
<b>PART 2 - ALL EMPLOYEES</b>	<b>6</b>
7. National Employment Standards	6
8. Provisions Providing Entitlements Superior to the NES	6
9. Long Service Leave	10
10. Flexibility	11
11. Consultation Regarding Major Workplace Change	11
12. Consultative Committee	13
13. Dispute Resolution	15
14. Union Related Matters	16
15. Method of Remuneration	16
16. Superannuation	16
17. Salary Packaging	17
18. Monetary Obligations	17
19. Academic Year	17
<b>PART 3 - TEACHERS</b>	<b>19</b>
20. Definitions	19
21. Contract of Hiring	19
22. Termination of Employment	22
23. Redundancy	23
24. Disciplinary Action	25
25. Employment outside the School	25
26. Meal Break	26
27. Salary Rates and Allowances	26
28. Payroll Deductions	26
29. Higher Duties	26
30. Annual Leave	27
31. Pro-rata Payment of Salary Inclusive of Annual Leave	27
32. Annual Leave Loading	28
33. Working Arrangements	28
34. Staff Absences	30
<b>PART 4 - BUSINESS SUPPORT STAFF</b>	<b>31</b>
35. Definition	31
36. Contract of Hiring	31
37. Employment Categories	31
38. Termination of Employment	32
39. Redundancy	34
40. Unsatisfactory Performance	36
41. Salaries	37

<b>42. Annualised Salaries</b>	<b>37</b>
<b>43. First Aid</b>	<b>37</b>
<b>44. Higher Duties</b>	<b>38</b>
<b>45. Reclassification and Role Review</b>	<b>38</b>
<b>46. Ordinary Hours of Work</b>	<b>39</b>
<b>47. Breaks</b>	<b>39</b>
<b>48. Overtime</b>	<b>39</b>
<b>49. Travel Time</b>	<b>40</b>
<b>50. Variations to Working Period</b>	<b>40</b>
<b>51. Annual Leave</b>	<b>40</b>
<b>52. Clothing, Equipment and Tools</b>	<b>41</b>
<b>SCHEDULE 1 – TEACHING STAFF SALARIES AND ALLOWANCES</b>	<b>42</b>
<b>SCHEDULE 2 – TEACHING STAFF CLASSIFICATION STRUCTURE</b>	<b>43</b>
<b>SCHEDULE 3 – BUSINESS SUPPORT SALARIES &amp; ALLOWANCES</b>	<b>48</b>
<b>SCHEDULE 4 – BUSINESS SUPPORT CLASSIFICATION STRUCTURE</b>	<b>49</b>
<b>SCHEDULE 5 – EARLY LEARNING CENTRE- CO-EDUCATOR SALARIES &amp; ALLOWANCES</b>	<b>63</b>
<b>SCHEDULE 6 – EARLY LEARNING CENTRE – CO-EDUCATOR CLASSIFICATION STRUCTURE</b>	<b>64</b>

## **PART 1 - APPLICATION AND OPERATION**

### **1. Title**

- 1.1 This enterprise agreement will be known as the St John's Grammar School Inc Enterprise Agreement 2023.

### **2. Definitions and Interpretation**

- 2.1 In this Agreement unless otherwise stated:

**Agreement** means the St John's Grammar School Inc Agreement 2023.

**Employee** means an employee of the School who falls within the scope of Clause 5 of this Agreement (Coverage).

**Fair Work Act or Act** means the *Fair Work Act 2009 (Commonwealth)* as amended from time to time.

**General Staff Award** means the Educational Services (Schools) General Staff Award 2020.

**NES** means the National Employment Standards in Part 2-2 of the *Fair Work Act*, as amended from time to time.

**Principal** means the employee appointed by the Board to the most senior leadership position in the School.

**School** means St John's Grammar School Inc.

**School Days** means the days on which Employees are normally expected to be at the School and the public holidays which occur other than in school vacation periods.

**School Year** means the period of twelve months commencing on the day teachers are required to attend the School for the new education year, as determined by the School.

**Teachers' Award** means the Educational Services (Teachers) Award 2020.

**Term Weeks** means the weeks in a year that students are required to attend school as set out in the school calendar.

**Union** means the Independent Education Union of Australia

**Years of Service** means the total years of teaching experience gained as a teacher in South Australian schools or pre-schools or in comparable schools outside South Australia including employment as a casual, temporary or replacement teacher.

### **3. Term of the Agreement**

- 3.1 This Agreement will operate from the date seven days after the date on which Fair Work Commission approves the Agreement.
- 3.2 The nominal expiry date of this Agreement will be 31/12/2025.

### **4. Renegotiation**

- 4.1 The School and Employees will commence discussions in relation to the negotiation of a further enterprise Agreement at least six months immediately prior to the nominal expiry date of this Agreement.

### **5. Coverage**

- 5.1 This Agreement will cover:
- the School;

- staff employed as teachers and non-teaching school staff assisting directly or indirectly in the teaching process of the school, excluding:
  - (a) The Principal and Deputy Principal
  - (b) Members of a recognised religious teaching order and/or Ministers of Religion
  - (c) The Senior Leadership Team (Business Executive) or a person employed as a Head of a section of the school (Head of Junior/Senior/Middle School, Deputy Head of Junior School, Head of Learning and Curriculum)
  - (d) The most senior non-teaching position
  - (e) Persons employed as caretakers, cleaners, grounds staff, farm and general hands, canteen staff, carpenters, painters, electricians, plumbers, mechanics or any other trade persons and tutors
  - (f) Persons employed as sports coaches, music tutors, or predominately in the delivery of extra curricula activities.
  - (g) Staff employed as non-teachers in an Out of School Hours Care service.
  - (h) Senior managerial non-teaching staff who are not classified within the Business Support staff classification structure and whose salary exceeds the salaries pertaining to that classification structure.
- It is intended that the Independent Education Union of Australia will give notice to the Fair Work Commission under section 183 of the Act that it wants this Agreement to cover it.

## **6. Access to the Agreement and National Employment Standards**

- 6.1 The School must ensure that copies of this Agreement and the NES are readily available to Employees on the Employee Services Portal.

## **PART 2 - ALL EMPLOYEES**

### **7. National Employment Standards**

7.1 The NES comprise Part 2 – 2 of the Act (sections 59 – 131) and contain 10 minimum standards relating to:

- Maximum weekly hours of work
- Requests for flexible working arrangements
- Offers and requests to convert from casual to permanent employment
- Parental leave and related entitlements
- Annual leave
- Personal/Carer's leave, compassionate leave and paid family and domestic violence leave
- Community service leave
- Long service leave
- Public holiday
- Notice of termination and redundancy pay
- Fair Work information statement and Casual Employment Information Statement

7.2 The provisions of the NES apply to all Employees. It is not intended that this Agreement operate in any way that is less favourable than the NES. If any provision of this Agreement could be interpreted as providing a less favourable outcome to an employee than the NES, the NES will prevail to the extent of the inconsistency. Where this Agreement provides Employees with superior entitlements to those which are provided by the NES, this Agreement will apply.

### **8. Provisions Providing Entitlements Superior to the NES**

#### **8.1 Requests for flexible working arrangements**

(a) An employee may request, in writing, a change in their working arrangements in the following circumstances:

- (i) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (ii) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (iii) the employee has a disability;
- (iv) the employee is 55 or older;
- (v) the employee is experiencing violence from a member of the employee's family;
- (vi) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

(b) The School will only refuse a written request for a change in working arrangements on reasonable business grounds.

- (c) Before responding to a request, the School will discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances.
- (d) The School will give the employee a written response to a request within 21 days, stating whether the School grants or refuses the request.
- (e) If the School refuses the request, the written response will include details of the reasons for the refusal including the business ground or grounds for the refusal and how the ground or grounds apply.
- (f) If the School and the employee reach an agreement on a change in working arrangements that differs from that initially requested by the employee, the School will provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

## 8.2 Parental Leave

- (a) The parental provisions of the NES are varied such that:
  - i) for an Employee who is entitled to take, and does take, unpaid birth - related leave or adoption - related leave under section 70 of the Act, and who is or will be the primary carer of the child, the first 16 weeks of that leave will be paid leave. 16 weeks paid leave is subject to the employee having at least two years full service
  - ii) an Employee with service of at least the amount prescribed in section 67(1) or (2) of the Act whose spouse or de facto partner gives birth to a child or adopts a child is entitled to paid leave for five School Days within 3 months of the date of birth or the day of placement of the child or around the time (that is, 3 weeks' either side) of the child's birth or adoption; This leave need not necessarily be taken in one continuous period.
  - iii) an employee may be entitled to ten (10) days of Government funded Dad and Partner Pay (DAPP) in accordance with the *Paid Parental Leave Act 2010 (Cth)* or its successor. If eligible, an employee will need to apply for ten (10) days of unpaid leave in accordance with the Act. The School will grant such leave and pay the difference between the Government funded pay and the employee's normal rate of pay for the duration of the leave. The DAPP is paid at the rate of the national minimum wage as determined by the Fair Work Commission. The School will top up this payment to the employee's substantive rate of pay including any first aid or leadership allowances.
  - iv) the rate of payment for paid leave under this clause will be the Employee's permanent fraction of time plus any regular allowances payable immediately before commencing the leave.
- (b) If an Employee receives a payment under this clause in respect of a period of parental leave, and the Employee subsequently takes a further period of parental leave in respect to the birth or placement of another child, the Employee will not be entitled to a further payment under this clause unless the Employee has returned to work in any capacity at the School and accrued at least 12 months continuous service between the date that the Employee returned to work after the previous period of parental leave and the date that the Employee commences the subsequent period of parental leave.

- (c) Any paid leave taken in accordance with clause 8.1 (a) will not count as service for any purpose.
- (d) The paid Parental Leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling due within the period of paid leave.

### **8.3 Child Rearing Leave**

- (a) In addition to Parental Leave, Employees are entitled to Child Rearing Leave for a maximum of 52 weeks, less any extended unpaid parental leave approved under section 76 of the Act in regard to the same child.
- (b) Child Rearing Leave is leave without pay and is available only for the care of pre-school aged children.
- (c) Employees must, not less than 10 weeks prior to the proposed start of Child Rearing Leave, give the School written notice of the dates on which they propose to start and finish the period of leave. Employees are not in breach of this requirement if in compelling circumstances they are required to become the primary caregiver of a child.

### **8.4 Personal/Carers Leave**

- (a) Full-time Employees are entitled to 10 days of paid personal/carer's leave upon commencement of their employment with the School and a further 10 days personal/carer's leave on the commencement of each succeeding year of continuous service with the School. Part-time Employees are entitled to receive annually a pro-rata fraction of the full-time entitlement.
- (b) An Employee (other than a casual employee) who has a personal/carer's leave credit who is on long service leave is entitled to take personal leave providing the Employee has sufficient personal/carer's leave credit and produces a medical certificate covering the period of illness.
- (c) An Employee who is absent on paid personal leave either on the working day immediately preceding or immediately following a public holiday or on both days is entitled to payment for that holiday without deduction from the personal/carer's leave credit of the Employee.
- (d) Where an Employee produces a medical certificate, which states that the Employee is suffering from one of the following diseases:
  - Acquired immune deficiency syndrome
  - Chicken pox
  - Diphtheria
  - Erysipelas
  - Glandular fever
  - Herpetic whitlow
  - Infectious hepatitis
  - Infectious mononucleosis
  - Measles
  - Meningitis
  - Mumps
  - Poliomyelitis
  - Rubella
  - Scarlet fever
  - Staphylococcal infection
  - Typhoid
  - Whooping cough
  - Cholera



- Small pox
- Yellow fever
- Malaria
- Tuberculosis
- Giardia
- Other diseases as the School may determine by notice to Employees following proof of the disease within the School and related activities.

and where a medical practitioner is of the opinion that in all probability the disease was contracted by the Employee while on duty as a result of contact with the children or other Employees of the School then the Employee must be granted special leave with pay not debited to the Employee's paid personal/carer's leave credit.

- (e) Any leave granted under this clause cannot exceed 52 weeks in total, whether taken in one period or in broken periods for one particular disease.
- (f) Part-time Employees will be entitled to leave under this clause, on a pro-rata basis, but the leave granted cannot exceed 52 weeks in total, whether taken in one period or in broken periods for one particular disease.

#### **8.5 Domestic and Family Violence Leave**

- (a) An employee experiencing family and domestic violence is entitled to ten (10) days per year (this leave does not accrue) of paid family and domestic violence leave for the purposes of:
  - Attending legal proceedings, counselling, appointments with a medical or legal practitioner;
  - Relocation or making other safety arrangements; or
  - Other activities associated with the experience of family and domestic violence.
- (b) It is acknowledged that each family violence situation is different and therefore each request for support may well be different. Every request should be responded to without judgement or discrimination, bearing in mind that a range of provisions may be required including (but not limited to) paid leave to attend appointments or move house, flexible working arrangements, modifications to working arrangements for personal security and arrangements which will ensure confidentiality where it is needed.
- (c) The School may require evidence to support this request. The evidence required will be that which would satisfy a reasonable person that the leave is necessary.
- (d) Upon exhaustion of the leave entitlements in this clause, employees will be entitled to further leave, paid or unpaid, at the Principal's discretion for each occasion.

#### **8.6 Community Service Leave**

The community service leave provisions of the NES apply, but in addition for all Employees, the School will reimburse an Employee the difference between the amount paid for attendance at jury service and the amount of salary the Employee would have received in respect to the ordinary time the Employee would have worked had the Employee not been on jury service.

#### **8.7 Special Leave**

- (a) The School may, where reasonable cause exists, grant to an Employee special leave with or without pay for any period and upon such conditions as are mutually agreed with the Employee.
- (b) Up to two days of special paid leave may be granted by the Principal each year. These days are not cumulative and are at the discretion of the Principal. Examples of this type of leave include:
  - a. Moving house
  - b. Examination
  - c. Graduation
  - d. Other special leave considerations for significant events at the discretion of the Principal.
- (c) Special leave granted is in addition to any other leave to which an Employee is entitled to under the Agreement or the NES.
- (d) Leave without pay will not be taken into account in calculating a period of service for any purpose nor for calculating long service leave. However, absence on leave will not break continuity of service.

#### **8.8 Redundancy Entitlements - Teachers**

This Agreement provides more favourable entitlements than the NES relating to notice, consultation, and redundancy pay in the event of redundancies – see clause 23 of this Agreement.

#### **8.9 Notice of Termination of Employment**

This Agreement provides more favourable entitlements than the NES relating to notice of termination of employment for teachers and for Business Support staff with not more than 1 years' service – see clause 22.1 in respect of teachers and clause 38.1 in respect of Business Support staff.

8.10 The entitlements in this clause 8 do not apply to casual Employees, unless otherwise stated.

### **9. Long Service Leave**

- 9.1 Long Service Leave is provided for in the National Employment Standards which incorporates the Long Service Leave Act 1987 (SA) (Act).
- 9.2 Long service leave will be granted to employees after eight (8) years of continuous service subject to the leave being taken for a complete school term or other periods and such approval by the School for other periods will not be unreasonably withheld.
- 9.3 Employees who have an entitlement to long service (having served more than 10 years with the School) may be approved to take leave in separate periods and on less than 60 days' notice subject to the operational needs and the agreement of the School.

## **10. Flexibility**

10.1 The School and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) the individual flexibility arrangement deals with one or more of the following matters:
  - i) arrangements about when work is performed;
  - ii) overtime rates;
  - iii) penalty rates;
  - iv) allowances;
  - v) leave loading;
- (b) the arrangement meets the genuine needs of the School and the Employee in relation to one or more of the matters mentioned in paragraph 10.1 (a) above; and
- (c) the arrangement is genuinely agreed to by the School and the Employee.

10.2 The School must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act; and
- (b) are not unlawful terms under section 194 of the Fair Work Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

10.3 The School must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the School and Employee; and
- (c) is signed by the School and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - i) the terms of this Agreement that will be varied by the arrangement; and
  - ii) how the arrangement will vary the effect of the terms; and
  - iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - iv) states the day on which the arrangement commences.

10.4 The School must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

10.5 The School or the Employee may terminate the individual flexibility arrangement:

- (a) by giving 28 days written notice to the other party to the arrangement; or
- (b) if the School and the Employee agree in writing — at any time

## **11. Consultation Regarding Major Workplace Change**

11.1 This term applies if:

- (a) The School has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on Employees.

11.2 The School must notify in writing the relevant Employees' chosen representative and the Union of the decision to introduce the major change.

- 11.3 The Employees may appoint a representative for the purposes of the procedures in this clause, if:
- (a) a relevant Employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the School of the identity of the representative; the School must recognise the representative.
- 11.4 As soon as practicable after making its decision, the School must:
- (a) discuss with the relevant Employees and chosen representative and offer to discuss with the Union:
    - i) the introduction of the change; and
    - ii) the effect the change is likely to have on the Employees; and
    - iii) measures the School is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (b) for the purposes of the discussion — provide, in writing, to the relevant Employees and chosen representative and the Union:
    - i) all relevant information about the change including the nature of the change proposed; and
    - ii) information about the expected effects of the change on the Employees; and
    - iii) any other matters likely to affect the Employees.
- 11.5 However, the School is not required to disclose confidential or commercially sensitive information to the relevant Employees or the chosen representative.
- 11.6 The School must give prompt and genuine consideration to matters raised about the major change by the relevant employees or the chosen representative
- 11.7 In this clause, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the School's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

11.8 For a change referred to in paragraph 11.1(b) the School must notify the relevant employees of the proposed change; and

11.9 the relevant employees may appoint a representative for the purposes of the procedures in this term.

11.10 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative; the School must recognise the representative.

11.11 As soon as practicable after proposing to introduce the change, the School must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion—provide to the relevant employees:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the School reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that the School reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

11.12 However, the School is not required to disclose confidential or commercially sensitive information to the relevant employees.

11.13 The School must give prompt and genuine consideration to matters raised about the change by the relevant employees.

11.14 In this term, relevant Employees means the Employees who may be affected by the major change.

## **12. Consultative Committee**

12.1 The aim of the Consultative Committee is to jointly consider issues affecting the working environment at St John's Grammar School and make recommendations for consideration for adoption by the Principal.

12.2 Genuine consultation is encouraged but the final decision, regarding any matter dealt with by the Committee, will be made by the Principal.

12.3 The Committee shall not deal with issues regarding the interpretation of or change to either the Award(s) or this Agreement, OR individual employee grievances.

12.4 The Committee will comprise at a minimum:

- (a) Three employer representatives including the Principal.
- (b) three employee representatives elected by and from all staff bound by the Agreement, one of whom must be an IEU member.
- (c) other staff members may be invited, by the Committee, to participate on an advisory basis for specific issues.

12.5 The Committee will elect a chairperson (with a right to vote) from amongst its membership.

12.6 Following approval by the Committee, minutes of Committee meetings shall be distributed to School staff bound by this Agreement. In approving minutes, the Committee will give due regard to issues of privacy and confidentiality.

12.7 The Committee will meet at least once each school term, or more often as it deems desirable.

- 12.8 Staff representatives shall be afforded reasonable opportunities to consult with their constituencies both prior to and following issues being discussed by the Committee.
- 12.9 The Committee will operate on a basis of seeking consensus outcomes with regards to issues brought before it. The outcomes to discussions, will form a recommendation to the Principal.
- 12.10 When making a recommendation to the Principal, the Committee will cover the following in writing:
- (a) whether consensus was reached, if not why
  - (b) pros and cons clearly explained
- 12.11 The Principal will respond to a recommendation promptly and in writing. It is understood that some matters may need to be referred to the School Board or Finance Committee, before response by the Principal.
- 12.12 Outcomes recommended to and endorsed by the Principal will be incorporated in formal School Policies/Protocols where appropriate.
- 12.13 Consultative Committee and the Teachers Conditions of Service (TCOS)**
- (a) The Committee will no later than Term 3 of each School year consider the Teacher Conditions of Service (TCOS) with the specific intent of reviewing teacher workload for the following school year.
  - (b) The Consultative Committee may consider the following (but are not limited to):
    - Student Contact time
    - Relief Lessons
    - Co-curricular activities including yard duties
    - Extra-curricular activities, including school camps
    - School required Professional Development activities
    - Any other item as agreed that are detailed in the TCOS excluding items specifically referred to in the Enterprise Agreement.
  - (c) Any changes to the above components of work cannot result in an increase to the required attendance days detailed in Clause 33.
  - (d) The Committee will consider and draft changes to the TCOS to be presented to teaching staff for consideration and approval.
  - (e) Teaching staff will approve changes to the TCOS by way of a formal and secret ballot to be undertaken by the Consultative Committee.
  - (f) The voting process will be conducted over a period of two (2) school weeks to ensure that all teaching staff have the opportunity to vote.
  - (g) Absent Staff will be sent an electronic copy of the voting materials at the start of the voting period and may return their vote to an employee member of the Committee who will be then submit the received vote.
  - (h) The Committee will seek to appoint one teaching staff member to scrutinise the vote. The Principal (or nominee) will be the other scrutineer of the vote.
  - (i) The outcome of the vote will be published to School teaching staff.
  - (j) If the vote is not successful, the TCOS will not change and the status quo shall remain in place.

- (k) Teaching staff will be advised of any changes to the TCOS no later than week 5 of term 4 of the current School year before changes are implemented prior to the commencement of the following School year.

### **13. Dispute Resolution**

13.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards; or
- (c) an industrial matter

this term sets out procedures to settle the dispute.

13.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

13.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

(a) Stage 1:

- i) The employee will notify his or her Principal (or delegate) of the nature of the grievance and will request a meeting.
- ii) The Principal or delegate will conduct a meeting with the aggrieved employee as soon as practicable, and where possible, not more than 7 days following the communication of the grievance.
- iii) The employee is entitled to be accompanied at the meeting by a support person or representative.
- iv) During the meeting, the employee will detail the nature of the grievance and the remedy sought.

(b) Stage 2:

- i) If the matter is unresolved at stage 1, the employee can request a conference with the Principal.
- ii) The employee must notify the Principal, in writing, of the nature of the grievance and the remedy sought.
- iii) The conference must be convened as soon as practicable and, where possible, not more than 7 days following receipt of the request.
- iv) The employee is entitled to be accompanied at the meeting by a support person or representative.
- v) The Principal may be accompanied at the meeting by a person of his or her choice.

(c) Stage 3:

Where the employer and the employees are unable to resolve the matter, they may agree to refer it to a mutually acceptable mediator for a resolution. Either party may request the attendance of a chosen representative.

13.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

13.5 The Fair Work Commission may deal with the dispute in 2 stages:

- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - i) arbitrate the dispute; and
  - ii) make a determination that is binding on the parties.

*Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*

*A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

13.6 While the parties are trying to resolve the dispute using the procedures in this term:

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

13.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

#### **14. Union Related Matters**

- 14.1 The School must permit an Employee who is the School representative of a registered union that is entitled to represent the industrial interests of any Employees to post notices on a common room notice board.
- 14.2 The representative will be permitted in working hours (other than timetabled teaching time) to meet with the Principal or Principal's delegate on union business. These meetings must take place at a time and place convenient to both parties.
- 14.3 Meetings of union members who are employed at the School may be held on School premises at times and places convenient to union members and to the School.
- 14.4 The School supports the IEU Representative(s) to access IEU Union training as required.

#### **15. Method of Remuneration**

- 15.1 All monies payable to Employees will be paid once each fortnight
- 15.2 Payment will be made by direct transfer. An Employee has the right to nominate the financial institution and the account.

#### **16. Superannuation**

16.1



16.1 The School is required to make statutory superannuation guarantee contributions on an employee's behalf to the employee's fund of choice or, if the employee does not nominate a fund, to the employee's stapled fund, in accordance with the Superannuation Guarantee Scheme and the Superannuation Guarantee (Administration) Act 1992.

16.2 If an employee does not nominate a fund and does not have a stapled fund the School will make contributions to NGS Super.

16.3 Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the School to pay on behalf of the Employee a specified amount from the post taxation remuneration of the Employee into the same superannuation fund as the School makes the superannuation contributions provided for in this clause

16.4 Contributions will be paid monthly on behalf of all Employees for whom contributions are required to be made.

## **17. Salary Packaging**

(For more details refer to the St John's Grammar Remuneration Policy)

17.1 At an Employee's request, the School may, at its discretion, enter into arrangements whereby the Employee receives a benefit in lieu of part of their salary. This may include salary sacrifice of additional superannuation contributions over and above the requirements of the superannuation legislation. Total remuneration is not reduced by these arrangements except for the cost of any fringe benefits tax to the School. Any such agreement will be in writing, signed by both parties.

17.2 "Total Remuneration" means total salary payable directly or indirectly, whether in cash or in kind, by the School to the Employee including employer superannuation benefits payable by the School in satisfaction of the superannuation legislation.

17.3 Any written agreement under this clause will include provisions:

- (a) clearly specifying the arrangement, including the agreed value of any non-salary item, the net impact on take home salary and the liability for taxation and administration obligations and expenses which may arise from the arrangement;
- (b) requiring that the Employee take independent financial advice prior to signing any written agreement.

17.4 Any agreement made under this clause may be terminated by either party by giving 28 days written notice.

17.5 If there is any change to taxation legislation that affects salary packaging, an Employee will not be compensated by the School for any resultant cost or loss suffered by the Employee.

## **18. Monetary Obligations**

18.1 The monetary obligations imposed on the School by this Agreement may be absorbed into over agreement payments. Nothing in this agreement requires the School to maintain or increase any over agreement payments.

## **19. Academic Year**

19.1 The academic year at the School will be a maximum of 39 weeks and comprise of the four terms.

## **PART 3 - TEACHERS**

### **20. Definitions**

In this Part:

Employee means a person employed by the School as a teacher in a classification described in Schedule 2.

### **21. Contract of Hiring**

#### **21.1 General Provisions**

- (a) All Employees will be employed as permanent full-time, permanent part-time, replacement, temporary or casual Employees, subject to the provisions in clause 21.4 (Employment Categories).
- (b) On appointment, the School will provide the Employee (other than a casual Employee) with a letter of appointment stating the classification and rate of salary applicable on commencement, the Employee's face-to-face teaching load and details of their extra-curricular commitment.
- (c) In the case of a part-time Employee, the letter of appointment will include the Employee's teaching load expressed as a percentage of a full-time load in the School and their extra-curricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time Employee.
- (d) Where the School and the Employee agree to a temporary increase in the Employee's hours of work, the extra proportion of teaching time will be a separate contract of employment for casual work subject to the conditions of clause 21.6 (Temporary Employees) except that the minimum hourly provisions of clause 21.7 (Casual Employees) may be disregarded. The Employee's remuneration for the extra work will be paid at the casual rate of the Employee's incremental step in the salary scale.
- (e) All appointments will be in accordance with the salary scale in Schedule 1 having regard to the qualifications, experience, duties and responsibilities of the Employee concerned.
- (f) An Employee must comply with the Principal's reasonable directive to carry out the classroom teaching duties as are within the limits of the Employee's skills, competence and training.
- (g) On engagement the School may require an Employee to supply:
  - i) documentary evidence of the Employee's experience and qualifications or other evidence satisfactory to the School as to the Employee's suitability to perform the duties the Employee would be required to undertake; and
  - ii) a certificate from an approved legally qualified medical practitioner that the Employee is of sound health and free from any physical or mental defect likely to impair the Employee's ability to perform the duties required. The School must pay for the cost of obtaining the certificate. The employee will approve the gender of the medical practitioner.

#### **21.2 Probation**

- (a) All appointments other than appointments to replacement, temporary or casual positions will be regarded as probationary for the first six months. The School may at its discretion reduce or waive the probationary period. If the Employee's employment is continued after the probationary period, the employment will be deemed to be permanent.

- (b) During the probationary period the Employee will receive induction and other professional assistance as is deemed necessary by the School.
- (c) During the probationary period an Employee who is deemed by the School to be unsatisfactory is to be advised accordingly in writing and counselled.
- (d) Where a probationary Employee is deemed by the School to be unsatisfactory the School may, with the consent of the Employee, extend the period of probation for a single extension of a period not exceeding six months.

21.3 During the probationary period an Employee who is not to be confirmed as permanent is to be given notice of termination as detailed in clause 22.

#### 21.4 Employment Categories

(a) With the exception of probationary Employees, all Employees other than replacement, temporary or casual Employees will be deemed to be permanent.

(b) Full-time Employees

A full-time Employee is any Employee who is not part-time or casual.

(c) Part Time Employees

i) A part-time Employee is entitled to the benefits under this Agreement on a pro-rata basis. The pro-rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Employee from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Employee in the School, or in the case of an Employee in the School's Early Learning Centre/Pre-School, the Early Learning Centre/Pre-School. Each appointment of a part time employee will be expressed as a decimal fraction (e.g. 0.55).

ii) Part-time Employees may be requested to change the usual calendar day of teaching to another day on an occasional basis in cases of genuine time-tabling changes. A request by the School will not be unreasonably denied.

- Unless the Employee consents, a request to change a teaching day to another day cannot occur more than twice per term.
- At least 4 weeks' notice must be provided to the Employee
- The Employee will not receive any additional payment for changing a day.
- If the request to change the teaching day results from a public holiday, the Employee must be paid for all days worked in the week in addition to the public holiday. The extra day must be paid at the casual rate of the Employee's appropriate incremental step and will not count in the calculation of leave entitlements.
- Where part time employees are offered additional lessons in non-scheduled work time, they will be paid at the normal step rate of pay.

iii) A part-time Employee can reasonably be expected to participate in all School related activities on those days on which that Employee normally works at the School and such other times as are negotiated with the School.

#### 21.5 Replacement Employees

(a) A replacement Employee is one who is hired for a period mutually agreed between the School and the Employee.

- (b) A replacement Employee may be hired to replace an Employee absent on approved leave of any kind. However, the replacement Employee does not have to fill the position vacated by the Employee on leave.
- (c) Before the School hires a replacement Employee the School must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.
- (d) Either party may terminate the contract of hiring by providing 2 weeks' notice in writing, unless the School is required under the NES to give more notice, in which case the NES will prevail.
- (e) Where an employee does not give the appropriate notice and there is no agreement to waive the notice period, the School may withhold from salaries and allowances such payment of up to two (2) weeks wages which has been authorised by the employee and is reasonable in the circumstances.
- (f) Replacement Employees hired for less than a full school term are paid at the casual rate.
- (g) Replacement Employees hired for a full school term or more must be paid at their appropriate incremental step with pro-rata entitlement to personal/carer's leave, annual leave and annual leave loading.

#### **21.6 Temporary Employees**

- (a) An Employee may be hired on a temporary basis for a period not exceeding 12 months to:
  - i) fill an unforeseen vacancy pending filling of the position on a permanent basis;
  - ii) fill a position established on a "trial" basis eg consequent upon experimental curriculum change;
  - iii) undertake a specified task which has a limited period of operation;
  - iv) fill a position sustained by specific purpose qualified funding provided by the Government;
  - v) provide additional teaching staff for temporary increase in enrolments at the School which occur after the commencement of the School Pay Year.
- (b) Either party may terminate the contract of hiring by providing 2 weeks' notice in writing, unless the School is required under the NES to give more notice, in which case the NES will prevail.
- (c) Where an employee does not give the appropriate notice and there is no agreement to waive the notice period, the School may withhold from salaries and allowances such payment of up to two (2) weeks wages which has been authorised by the employee and is reasonable in the circumstances.
- (d) Temporary Employees hired for less than a full school term are paid at the casual rate.
- (e) Temporary Employees hired for a full school term or more must be paid at their appropriate incremental step with pro-rata entitlement to personal/carer's leave, annual leave and annual leave loading.

#### **21.7 Casual Employees**

- (a) A casual Employee is one engaged on a day-to-day basis for a period of not more than 4 consecutive Term Weeks.

- (b) Where the required notice of termination is not given, the School must pay or the Employee must forfeit the salary which would have been payable for the next day's employment.
- (c) A casual engagement may be extended by agreement between the School and the Employee provided the total period of the engagement does not exceed one school term.
- (d) Casual Employees may be employed for less than a full day but not for less than 3 consecutive hours.

## **22. Termination of Employment**

### **22.1 Notice of Termination by School**

- (a) In order to terminate the employment of an Employee, the School must give the Employee at least eight (8) weeks' notice in writing, with the termination date to coincide with the last teaching day of a school term.
- (b) Payment in lieu of notice must be made if the appropriate notice is not given.
- (c) The period of notice in this clause does not apply in the case of:
  - i) dismissal for conduct that at common law justifies instant dismissal;
  - ii) summary dismissal for serious misconduct,
  - iii) replacement Employees;
  - iv) temporary Employees;
  - v) casual Employees.
- (d) Where the School has given notice of termination to an Employee, the Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the School.

### **22.2 Notice of Termination by Employee**

- (a) In order to terminate his or her employment an Employee must give the School at least eight (8) weeks' notice in writing, with the termination date to coincide with the last teaching day of a school term.
- (b) Where an Employee does not give the appropriate notice, the School may withhold payment of salary and allowances such payment of up to two (2) weeks wages which has been authorised by the employee and is reasonable in the circumstances.

### **22.3 Termination due to incapacity**

- (a) If, in the opinion of the School, an Employee who by reason of physical or mental incapacity is not or would not be able to:
  - i) perform adequately the work genuinely and reasonably required for the employment or position in question;
  - ii) perform the work without endangering him or herself or other persons; or
  - iii) respond adequately to situations of emergency that should reasonably be anticipated in connection with the employment or position in question, and
  - iv) where a medical practitioner confirms that the incapacity is of a permanent nature, then the School may retire the Employee from his or her employment.

- (b) An Employee who fulfils the above provisions must, upon the request of the School, submit to a medical examination or examinations. Failure to attend the medical examination without reasonable cause will be deemed to be evidence of incapacity.
- (c) An Employee is entitled to use all personal/carer's leave credit before retirement under this clause.

#### **22.4 Statement of Service**

Upon the termination of employment of an Employee (other than a casual Employee) the School will provide upon the request of the Employee, a statement of service setting out the commencement and cessation dates of employment, and duties undertaken.

#### **22.5 Payment on termination of employment**

On termination of employment the School will pay an employee all outstanding wages and entitlements within seven (7) days unless alternate arrangements are made by mutual agreement between an employee and the School.

### **23. Redundancy**

23.1 "Redundancy" in this clause means the loss of employment due to the School no longer requiring the job the Employee has been doing to be performed by anyone or because of the insolvency of the School and "redundant" has a corresponding meaning.

23.2 This clause does not apply to Employees excluded from the application of Division 11 of Part 2-2 of Chapter 2 of the Act.

23.3 Where the School has made a definite decision that it no longer wishes the job the Employees have been doing done by anyone and that decision may lead to termination of employment, the School must inform the employee and the Union in writing, and have discussions as soon as practicable with the Employees directly affected and their chosen representatives. Discussions must include:

- (a) the reasons for the proposed terminations;
- (b) measures to avoid or minimise the terminations;
- (c) the criteria used for selection;
- (d) measures to mitigate the adverse effects of any terminations on the Employees concerned.

23.4 For the purposes of such discussion the School must as soon as practicable provide in writing to the Employees concerned and chosen representative, all relevant information about the proposed terminations, including:

- (a) the reasons for the proposed terminations;
- (b) the number and category of Employees likely to be affected;
- (c) the number of Employees normally employed;
- (d) the period over which the terminations are likely to be carried out.

The School is not required to disclose confidential information the disclosure of which when looked at objectively would be against the School's interests.

#### **23.5 Period of Notice of Termination on Redundancy or Partial Redundancy**

- (a) If the services of an Employee are to be terminated due to redundancy, then the Employee must be given written notice that in one school term's time the position occupied by the Employee will be declared redundant or partially redundant.

- (b) If the School fails to give notice of termination as required, the School must pay to that Employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. If the School makes payment in lieu for all or any of the period of notice, then the period for which the payment is made will be treated as service for the purpose of calculating any service related entitlements of the Employee and will be deemed to be service with the School for the purposes of the *Long Service Leave Act 1987*.
- (c) If alternative employment cannot be provided at the end of the one school term specified above, the School may terminate the employment of the Employee. The notice of termination must be in writing and must be accompanied by copies of all written endeavours to locate alternative employment.

#### **23.6 Time Off During Notice Period**

- (a) During the period of notice of termination given by the School, the School must attempt to provide for the continuing employment of the Employee by granting paid leave of absence, of at least one day, to the Employee being retrenched for the purpose of seeking other employment.

#### **23.7 Redundancy pay**

- (a) In addition to the period of notice prescribed for termination in clause 23.5, an Employee whose employment is terminated by reason of redundancy is entitled to the following amounts of redundancy pay in respect of a continuous period of service:  
  
12 weeks' salary plus 1 week's salary for each year or part year of continuous service with the School up to a maximum of 12 weeks. (Total maximum is 24 weeks.) This 12-week salary excludes the 4 week annual leave period.
- (b) The redundancy payment with annual leave, annual leave loading, long service leave payment and all other entitlements must be paid in a lump sum on the last working day of employment.
- (c) The Employee must be provided with a statement detailing how the monetary entitlement was calculated.
- (d) The Employee must be provided with a work reference including the reason for the termination of employment, the length of service and an evaluation of the work performed in that time.
- (e) If an Employee is entitled to be paid an amount of redundancy pay by the School under this clause, and the School obtains other acceptable employment for the Employee, or cannot pay the amount, the School may make application to Fair Work Commission under section 120 of the Act for a determination that the amount of redundancy pay is reduced to a specified amount (which may be nil) that Fair Work Commission considers appropriate. If such a determination is made, the amount of redundancy pay to which the Employee is entitled is the reduced amount specified in the determination.
- (f) An Employee is not entitled to redundancy pay under this clause if the circumstances are as set out in section 122(2) of the Act (which relates to a transfer of employment where services with the first employer counts as service with the second employer) or section 122(3) of the Act (which relates to an employee rejecting an offer of employment made by another employer in certain circumstances), unless Fair Work Commission makes an order under section 122(4) of the Act.

#### **23.8 Employee Leaving During Notice Period**

- (a) An Employee whose employment is terminated on account of redundancy may terminate his or her employment during the one school term period provided in



clause 23.5 (a) by the giving of at least one week's notice in writing. In this case, the Employee is entitled to the same benefits and payments under this clause as if remaining with the School until the expiry of the notice period. The Employee is not entitled to payment in lieu of notice. The Employee will not be entitled to payment of salary beyond the resignation date.

#### **23.9 Partial Redundancy**

- (a) Where an Employee is transferred to lower paid duties by reason of redundancy, the Employee must be given one school term's notice and the School may, at the School's option, make payment instead of an amount equal to the difference between the former rate of salary and the new rate of salary for the number of weeks of notice still owing.
- (b) Where an Employee is given notice of partial redundancy, the Employee may within one month of receipt of such notice elect to declare the position wholly redundant in which case all provisions of this clause in relation to total redundancy will apply.
- (c) Where partial redundancy is accepted by an Employee a pro-rata compensatory redundancy payment in accordance with clause 23.7 will be provided to the Employee at the date when the partial redundancy takes effect.

### **24. Disciplinary Action**

#### **24.1 Summary Dismissal**

If an Employee:

- is guilty of serious misconduct; or
- or for any other lawful cause of summary dismissal, the School may terminate the employment of the Employee without notice.

In the case of such summary dismissal, salary will be paid up to the time of dismissal only.

#### **24.2 Disciplinary Action and Dismissal in Other Circumstances**

- (a) If an Employee is negligent, inefficient, incompetent or unsatisfactory in the discharge of his or her duties, then the School must inform the Employee of the particulars in writing and provide counselling to assist the Employee to overcome the inefficiencies or incompetence.
- (b) The procedure detailed above will be repeated over a period covering at least two school terms before notice of termination is given to the Employee.
- (c) Notice of termination will be in writing giving at least 6 weeks' notice and will state the reasons for the termination and details of the counselling provided.

### **25. Employment outside the School**

25.1 An Employee must not undertake any other paid employment which, in the opinion of the School, would interfere with the efficient discharge of the Employee's duties in the School, or in any way prejudice the interests of the School.

25.2 Employees must inform the School of any paid employment undertaken outside of the School.

## **26. Meal Break**

- 26.1 An Employee is entitled, each day, to a meal break between the hours of 11.00 am and 2.30 pm.
- 26.2 The meal break will be for not less than 30 minutes, no later than 5 hours after commencing work, except where an Employee is rostered for supervision duties (on a particular day) during the students' lunch period, in which case the duration of the meal break will be not less than 20 minutes.
- 26.3 The meal break will be continuous and free of disruption scheduled by the School.
- 26.4 The above provisions will not apply:
- (a) to an Employee who is absent from the School at the relevant time due to activities such as excursions or School camps; or
  - (b) on days when students remain indoors because of inclement weather.
- 26.5 This clause will not operate so as to prevent an Employee undertaking activities with students or staff on a voluntary basis.

## **27. Salary Rates and Allowances**

- 27.1 The minimum salary per annum payable to a full-time Employee, and the salary increases payable under this Agreement will be in accordance with Schedule 1 (Salaries and Allowances) and Schedule 2 (Classifications).
- 27.2 The fortnightly salary will be 12/313 of the minimum annual salary calculated to the nearest 10 cents.
- 27.3 **Part-time Employees**
- A part-time Employee will be paid pro rata, at the same rate as a full-time Employee in the same classification.
- 27.4 **Casual Employees**
- Employees engaged on a casual basis for a period of less than 5 consecutive School Days will be remunerated at a daily rate calculated as follows:
- Daily rate = Band 1, Step 3 Annual Salary x 6/313 x 1/5 x 125/100
- 27.5 Employees engaged on a casual basis for less than 1 School Day will be paid an hourly rate calculated by dividing the daily rate by 5.5. A minimum payment of 3 hours will apply.
- 27.6 Employees engaged on a casual basis for 5 or more consecutive School Days will be remunerated on a daily basis as in clause 27.4 above but the annual salary used as a basis for the calculation will be the Employee's correct incremental step in accordance with qualifications and years of teaching experience as detailed in Schedule 2.

## **28. Payroll Deductions**

- 28.1 The School will make deductions from salaries as authorised in writing by an Employee, and in accordance with section 324 of the Act.

## **29. Higher Duties**

- 29.1 If an Employee is required by the School to perform duties applicable to a higher classification for a continuous period exceeding five working days, then the Employee must be paid the rate prescribed for the higher classification for the entire period the work is undertaken.

### **30. Annual Leave**

#### **30.1 Period of Leave**

- (a) Annual leave is provided for in the NES. This clause supplements the NES.
- (b) An Employee must take annual leave during non-Term weeks. Leave must be taken, in the case of an Employee whose employment with the School is continuing into the next School Pay Year, in the four-week period immediately prior to the date that teachers are required to commence the new school year, as determined by the Principal.

30.2 An Employee may take annual leave re-credited in accordance with the NES only during non-Term weeks as directed by the School.

### **31. Pro-rata Payment of Salary Inclusive of Annual Leave**

31.1 This clause incorporates the NES entitlement with respect to annual leave.

31.2 The provisions of this clause will apply:

- (a) in the calculation of payment in regard to pro-rata salary where an Employee's employment ceases; or
- (b) in the calculation of payment in regard to pro-rata salary if:
  - i) an Employee commenced employment after the school or preschool Service Date;
  - ii) an Employee has taken leave without pay of more than two Term Weeks since the school or preschool Service Date; or
  - iii) the hours which an employee has worked have varied since the school or preschool Service Date.

#### **31.3 Calculation of Payments**

$$P = \frac{s \times c}{b} - d$$

**P** is the payment due

**s** is the total salary paid in respect of Term Weeks, or part thereof, since the school or preschool Service Date or the date of employment in circumstances where the Employee has been employed by the School since the Service Date

**b** is the number of Term Weeks, or part thereof in the School or Preschool Year

**c** is the number on non-Term Weeks, or part thereof, in the School or Preschool Year

**d** is the salary paid in respect of non-Term Weeks, or part thereof that have occurred since the school or preschool Service Date or date of employment in circumstances where the Employee has been employed by the School since the School Service Date.

31.4 For the purpose of this clause:

**Service Date** means the date from which Employees are paid at the commencement of the School or Preschool Year in their first year of service with the School; and

**Employee** means an Employee other than a casual Employee.

31.5 The formula in clause 31.3 is intended to be used to calculate the pro-rata salary inclusive of annual leave owing to an Employee in respect of the School Year in which the formula is applied.

#### **31.6 Termination of Employment**

An Employee will be entitled on termination of employment to a payment calculated in accordance with this clause.

### **31.7 Employees Who Commence Employment After the Commencement of the School Year**

An Employee who commences employment after the commencement of the School Year in any School Year will be paid from the date the Employee commences, provided that at the end of the last Term Week in that year, the Employee must be paid an amount calculated pursuant to clause 31.5 and will be averaged over the pay periods of the last term week of that School year and the resumption of Term 1 in the following School Year.

### **31.8 Employees Who Take Approved Leave Without Pay**

Where an Employee takes leave without pay with the approval of the School for a period which (in total) exceeds more than two Term Weeks in any year, the Employee will be paid a salary calculated in accordance with this clause as follows:

- (a) If the leave without pay commences and concludes in the same School Year, the payment will be calculated and made at the conclusion of the last Term Week in that year; and
- (b) If the leave without pay is to conclude in a School Year following the School Year in which the leave commenced:
  - i) at the commencement of the leave, a payment will be calculated and made in respect of the School Year in which the leave commences; or
  - ii) at the end of the last Term Week in that year in which the leave concludes, a payment will be calculated and made in respect of that School Year.

31.9 If the Employee returns early from leave any payment under clause 31.8(a) will be taken into account in calculating the amount owed to the Employee at the end of the last Term Week in that year.

## **32. Annual Leave Loading**

32.1 An Employee who has served throughout the School Year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:

- (a) at the time that the Employee is paid annual leave or pro-rata annual leave; or
- (b) on the termination of employment by either party.

32.2 Leave loading is to be calculated using the following formula:

[Weekly salary x 4 x 17.5%] x Term Weeks worked by the Employee in that School Year divided by Total Term Weeks in that School Year

For example, in the case of an Employee with a weekly salary of \$1,000 on termination of Employment (or at the end of the final Term Week in the School Year) who was employed at the School for 20 of the 38 Term Weeks in that School Year, the calculation will be as follows:

$$\$1000 \times 4 \times 17.5\% = \$700$$

$$\$700 \times 20/38 = \$368.42$$

up to a maximum of the Australian Bureau of Statistics average weekly total earnings of all males applicable to the March quarter in the school year in which the payment is made.

## **33. Working Arrangements**

33.1 This clause supplements the NES in respect of maximum weekly hours.

- 33.2 Due to the operational requirements of the School, the 38 ordinary hours of work per week for an Employee may be averaged over a 12-month period.
- 33.3 The ordinary hours of work for an Employee during Term Weeks are variable. In return, an Employee is generally not required to attend for periods of time when the students are not present.
- 33.4 The maximum number of days that an Employee may be required to attend during Term Weeks and non-Term Weeks will be 198 in each School Year.
- 33.5 The following circumstances are not included when calculating the 198 Employee attendance days:
- (a) co-curricular activities that are conducted on a weekend;
  - (b) School related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-Term Weeks;
  - (c) when the Employee appointed to a leadership position is performing duties in non-Term Weeks that are directly associated with the leadership position where the maximum required attendance is 205 days per year; and
  - (d) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the School community, in which an Employee may be recalled to perform duties relating to their position.
  - (e) The School will provide written notice of the Term Weeks and days in non-Term times on which the Employees are required to attend, six months in advance of the requirement to attend.
- 33.6 The parties of this agreement recognise the following components of a teacher's work.
- (a) **Curricular Activity** means time-tabled, face-to-face contact time with students for the purposes of pastoral care, instruction in academic disciplines and/or organisational matters, usually in a classroom but elsewhere on occasions.
  - (b) **Co-curricular Activity** means professional or pedagogical activity undertaken by a teacher as an essential adjunct to Curricular Activity and includes such activities as staff meetings, pastoral care, professional development activities, parent teacher interviews, religious observances, school assemblies, an annual sports day, an annual swimming carnival, an annual open day and other activities deemed to be co-curricular in conjunction with the Consultative Committee at the School.
  - (c) **Extra-curricular Activity** means the organisation, management or supervision of cultural, social or sporting activities in which students participate on a voluntary basis as determined to be extra-curricular by the Principal (or nominee) in conjunction with the Consultative Committee at the school.
- 33.7 The parties agree that participation in the curricular and co-curricular activities of the school is a fundamental component of the contract of employment and is therefore a mandatory requirement for all teaching staff, taking into account the pro rata involvement of part-time teachers as applicable.
- 33.8 The parties also agree that all teaching staff are expected to participate in extra-curricular activities subject to the following conditions:
- (a) Allocation of loads is the responsibility of the Principal or nominee of the Principal but is subject to negotiation and/or the application of Grievance Procedures.
- 33.9 The parties agree that personal situations might arise which require special consideration. These may include:

- (a) Temporary physical incapacity
- (b) Particular family responsibilities
- (c) Balance with other workload components
- (d) A teacher's own sporting or cultural activity

In such circumstances the Principal or nominee may waive the requirement for participation for a period of time agreed between the parties.

- 33.10 The parties agree that involvement in extra-curricular activities should take into account the specific skills and interests of staff and that, where indicated, opportunity be provided by the employer for skills and interests to be enhanced.
- 33.11 The parties agree that staff will be remunerated by the school when it is necessary for staff to use their own vehicles to attend extra-curricular activities. Remuneration will be at a rate per kilometre approved by the Australian Taxation Office.
- 33.12 From Monday to Friday, inclusive, the distance will be measured from the school to the relevant venue and return to school or home, whichever is shorter.
- 33.13 On Saturdays and Sundays, the distance will be measured from home to venue and return to home.

#### **34. Staff Absences**

- 34.1 Where an employee is absent and the absence is likely to be prolonged, the remaining employees will not normally be required to carry out the duties of the absent employee.
- 34.2 Where an employee is absent due to attendance at employer instigated activities such as conferences and school camps, the remaining employees will not normally be required to carry out the duties of the absent employee if this would involve them exceeding the normal teaching load at the school.

## **PART 4 - BUSINESS SUPPORT STAFF**

### **35. Definition**

In this Part:

Employee means a person employed by the School as a member of the Business Support Staff in a classification described in Schedule 4.

### **36. Contract of Hiring**

#### **36.1 General Provisions**

- (a) All Employees will be employed as permanent full-time, permanent part-time, replacement, temporary, or casual Employees, subject to the provisions in clause 37.
- (b) A new Employee may be employed for a probationary period not exceeding six working months. Unless there is written agreement to the contrary, the appointment will be deemed to be permanent on expiry of this period. For the avoidance of doubt, this clause does not apply to replacement, temporary, fixed term or casual Employees.
- (c) Upon appointment, the School must inform the Employee in writing of the following:
  - i) the nature of employment (that is, permanent, replacement, temporary, fixed term or casual);
  - ii) the classification level in accordance with Schedule 4;
  - iii) the salary applicable to the position;
  - iv) the normal hours of work (weekly or over a four-week period);
  - v) the number of ordinary hours per week and weeks per year; and
  - vi) the duties which the Employee is expected to perform.
- (d) The conditions of employment outlined above in clause 36.1(c) i), iv) and v) cannot be altered except by mutual agreement between the School and the Employee or in accordance with clause 39.

### **37. Employment Categories**

#### **37.1 Full-time Employees**

A full-time Employee is an Employee who is normally required to work 37.5 hours per week or an average of 37.5 hours per week in accordance with clause 46 – Ordinary Hours of Work.

#### **37.2 Part-time Employees**

- (a) A part-time Employee is an Employee who is engaged to work less than 37.5 ordinary hours per week or an average of less than 37.5 hours per week and/or for less than the full School Year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of the weekly rate for the Employee's classification divided by 37.5.
- (c) A part-time Employee's entitlements under this Agreement will be calculated on a pro rata basis.

#### **37.3 Replacement Employees**

- (a) A replacement Employee is one who is hired for a period mutually agreed between the School and the Employee.

- (b) A replacement Employee may be engaged for the purpose of replacing another Employee on approved leave of any kind. However, the replacement Employee does not have to fill the position vacated by the Employee proceeding on leave.
- (c) Prior to engagement of a replacement Employee, the School must inform the replacement Employee of the temporary nature of the employment and of the rights of the Employee who is being replaced.
- (d) The School is not obligated to engage a replacement Employee if within the School there already exists an Employee who can fulfil the position by increasing his or her hours of work or by being reclassified.

**37.4 Temporary Employees**

- (a) An Employee may be hired on a temporary basis for a period not exceeding 12 months to:
  - i) fill a position sustained by specific purpose qualified funding; or
  - ii) temporarily increase the hours worked per week by a part-time Employee currently in the School's employment.

**37.5 Casual Employees**

- (a) A casual Employee is an Employee engaged as such and paid by the hour for a period mutually agreed between the School and the Employee.
- (b) A casual Employee will be engaged and paid for a minimum of two hours for each engagement
- (c) A casual Employee will be paid an hourly rate of the weekly rate for the Employee's classification divided by 37.5, plus a percentage of 25%.
- (d) A casual Employee must be paid fortnightly in accordance with clause 15.
- (e)

**37.6 Right to request Casual Conversion**

- (a) An employee engaged by the School as a regular casual employee must be offered the opportunity to have their employment converted to full-time or part-time employment; if
  - i) the employee has been employed by the School for a period of 12 months beginning the day the employment started; and
  - ii) during at least the last six (6) months of that period, the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full time employee or a part time employee (as the case may be).

All offers of casual conversion will be made in accordance with the NES.

**38. Termination of Employment**

**38.1 Notice of Termination by School**

- (a) In order to terminate the employment of an Employee, the School must give the Employee the following notice:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Not more than 3 years	At least 2 Weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks



In addition to the notice set out above, Employees over 45 years of age at the time of the giving of notice with not less than two years continuous service are entitled to additional notice of one week.

- (b) Payment in lieu of notice must be made if the appropriate notice is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- (c) The period of notice in this clause does not apply in the case of:
  - i) dismissal for conduct that at common law justifies instant dismissal;
  - ii) casual Employees.

#### **38.2 Time off During Notice Period**

Where the School has given notice of termination to an Employee, the Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the School.

#### **38.3 Statement of Employment**

- (a) At the Employee's request the School must provide to an Employee (other than a casual Employee) whose employment has been terminated a written statement specifying:
  - i) the length of service;
  - ii) the number and range of duties performed;
  - iii) any promotion positions held; and
  - iv) any special and/or additional duties performed.
- (b) At a casual Employee's request, the School must provide to a casual Employee a statement which specifies the number of duty days undertaken by the Employee during the period of engagement of the Employee.

#### **38.4 Payment in Lieu**

If the School makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the School for the purposes of computing any service-related entitlement of the Employee.

#### **38.5 Notice of Termination by Employee**

- (a) In order to terminate employment an Employee must give the School at least one week's notice if their period of continuous service at the end of the day the notice is given is not more than one year, and otherwise the Employee must give at least 2 weeks' notice.
- (b) If the required notice is not given, the School may withhold from salaries and allowances such payment of up to one (1) week's wages which has been authorised by the employee and is reasonable in the circumstances.
- (c) The School may, where reasonable cause exists, reduce or waive the required period of notice.

#### **38.6 Termination Due to Incapacity**

- (a) If, in the opinion of the School, an Employee who by reason of physical or mental incapacity is not or would not be able to:

- i) perform adequately the normal duties genuinely and reasonably required of the Employee;
  - ii) perform the work without endanger to him or herself or other persons; or
  - iii) respond adequately to situations of emergency that should reasonably be anticipated in connection with the employment or position in question,
- and where a medical practitioner confirms that the incapacity is of a permanent nature, then the School may retire the Employee from his or her employment by giving the appropriate notice in writing.
- (b) An Employee who fulfils the above provisions must, upon the request of the School, and at the School's expense, submit to a medical examination or examinations. Failure to attend the medical examination without reasonable cause will be deemed to be evidence of incapacity.
  - (c) An Employee is entitled to use all personal/carer's leave credit before retirement under this clause.

### **38.7 Payment on termination of employment**

On termination of employment the School will pay an employee all outstanding wages and entitlements within seven (7) days unless alternate arrangements are made by mutual agreement between an employee and the School.

## **39. Redundancy**

### **39.1 Definition**

"Redundancy" in this clause means the loss of employment due to the School no longer requiring the job the Employee has been doing to be performed by anyone or because of the insolvency of the School and "redundant" has a corresponding meaning.

### **39.2 Exclusions**

- (a) This clause does not apply to Employees with less than one year's continuous service. The general obligation of the School is no more than to comply with clause 11, and to give such Employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such Employees of suitable alternative employment.
- (b) This clause does not apply to Employees excluded from the application of Division 11 of Part 2-2 of Chapter 2 of the Act.

### **39.3 Discussions Before Termination**

- (a) Where the School has made a definite decision that it no longer wishes the job the Employees have been doing done by anyone and that decision may lead to termination of employment, the School must inform the employee and the Union in writing, and have discussions as soon as practicable with the Employees directly affected and the chosen representatives. Discussions must include:
  - i) the reasons for the proposed terminations;
  - ii) measures to avoid or minimise the terminations;
  - iii) the criteria used for selection;
  - iv) measures to mitigate the adverse effects of any terminations on the Employees concerned.

(b) For the purposes of such discussion the School must as soon as practicable provide in writing to the Employees concerned and the chosen representative, all relevant information about the proposed terminations, including:

- i) the reasons for the proposed terminations;
- ii) the number and categories of Employees likely to be affected;
- iii) the number of Employees normally employed; and
- iv) the period over which the terminations are likely to be carried out.

The School is not required to disclose confidential information the disclosure of which when looked at objectively would be against the School's interests.

(c) The School must attempt to provide for the continuing employment of the Employees concerned by:

- i) granting reasonable paid leave to the Employees to attend interviews for alternative employment;
- ii) taking all reasonable steps to provide opportunities for retraining and educating the Employees in new skills and techniques to maximise employment opportunities in the industry.

#### **39.4 Period of Notice of Termination on Redundancy**

(a) If, within two weeks of the notification in clause 39.3 alternative employment cannot be provided for or gained by the Employee, then the School may terminate the employment of the Employee in accordance with the notice provisions of clause 38.1

(b) Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the School of technological change in the industry in relation to which the School is engaged must be given not less than three months' notice of termination

(c) If the School fails to give notice of termination as required, the School must pay to that Employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the School for the purpose of the *Long Service Leave Act 1987 (SA)*.

#### **39.5 Time off During Notice Period**

During the period of notice of termination given by the School an Employee is entitled to reasonable time off, of at least one day, without loss of pay for the purpose of seeking other employment.

#### **39.6 Redundancy Pay**

(a) Redundancy pay is provided for in the NES.

(b) The redundancy payment must be added to annual leave pay, annual leave loading, long service leave entitlements and any other entitlements and paid in a lump sum on the last day of employment.

(c) If an Employee is entitled to be paid an amount of redundancy pay by the School under this clause, and the School obtains other acceptable employment for the Employee, or cannot pay the amount, the School may make application to Fair Work Commission under section 120 of the Act for a determination that the amount of redundancy pay is reduced to a specified amount (which may be nil) that Fair Work Commission considers appropriate. If such a determination is made, the amount of redundancy pay to which the Employee is entitled is the reduced amount specified in the determination.

- (d) An Employee is not entitled to redundancy pay under this clause if the circumstances are as set out in section 122(2) of the Act (which relates to a transfer of employment where services with the first employer counts as service with the second employer) or section 122(3) of the Act (which relates to an employee rejecting an offer of employment made by another employer in certain circumstances), unless Fair Work Commission makes an order under section 122(4) of the Act.

#### **39.7 Written Notice**

The School must, as soon as practicable, but prior to the termination of the Employee's employment, give to the Employee a written notice containing, among other things, the following:

- (a) the date and time of the proposed termination of the Employee's employment;
- (b) details of the monetary entitlements of the Employee upon termination of the Employee's employment including the manner and method by which those entitlements have been calculated;
- (c) advice as to the entitlement of the Employee to assistance from the School, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- (d) advice as to the entitlements of the Employee if the Employee terminates his or her employment during the period of notice.

#### **39.8 Transfer to Lower Paid Duties**

Where an Employee whose job has become redundant accepts an offer of alternative work by the School, the rate of pay for which is less than the rate of pay for the former position, the Employee is entitled to the same period of notice of the date of commencement of work in the new position as if the Employee's employment had been terminated. The School may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate of pay for the number of weeks of notice still owing.

#### **39.9 Employee Leaving During Notice Period**

An Employee whose employment is terminated on account of redundancy may terminate his or her employment during the period of notice by giving at least one week's notice in writing. In this case, the Employee is entitled to the same benefits and payments under this clause as if remaining with the School until the expiry of the notice period. The Employee is not entitled to payment in lieu of notice. If the Employee does not give at least one week's notice in writing then the School is entitled to withhold the equivalent of one week's salary which has been authorised by the employee and is reasonable in the circumstances.

### **40. Unsatisfactory Performance**

- 40.1 If an Employee is consistently negligent, inefficient, incompetent or uncooperative in the discharge of his or her duties, then the School must inform the Employee of the particulars in writing.
- 40.2 The written particulars will constitute notice to the Employee that unless within one calendar month the Employee rectifies the matters referred to in the particulars then the Employee may be dismissed upon the giving of the appropriate notice detailed in clause 38.1.

**41. Salaries**

- 41.1 The minimum salary per annum payable to a full-time Employee, and the salary increases payable under this Agreement will be in accordance with Schedule 4 – Business Support Staff – Salaries and Allowances.
- 41.2 All salaries and allowances will be apportionable in time.
- 41.3 Salaries are payable in advance during annual leave periods.
- 41.4 The fortnightly salary will be 12/313 of the minimum annual salary calculated to the nearest 10 cents.
- 41.5 A permanent part-time Employee may elect to be paid:

over the 52 weeks of the School Year, at a weekly rate calculated as follows:

$$\frac{\text{Equivalent full time annual salary}}{1} \times \frac{\text{Hours actually worked per week}}{37.5} \times \frac{\text{weeks actually worked}}{48} \times \frac{6}{313}$$

during the actual periods of work during the School Year at a weekly rate calculated as follows:

$$\frac{\text{Equivalent full time annual salary}}{1} \times \frac{\text{Hours actually worked per week}}{37.5} \times \frac{\text{Weeks actually worked}}{48} \times \frac{1}{\text{Number of weeks actually worked}}$$

**42. Annualised Salaries**

**42.1 Annual Salary Instead of Agreement Provisions**

- (a) The School may pay an Employee an annual salary in satisfaction of any or all of the following provisions of the Agreement:
  - i) Clause 41—Salaries;
  - ii) Clause 43—First Aid;
  - iii) Clause 48—Overtime;
  - iv) Clause 48.3—Penalty Rates; and
  - v) Clause 51.4—Annual leave loading.
- (b) Where an annual salary is paid the School must advise the Employee in writing of the annual salary that is payable and which of the provisions of this award will be satisfied by payment of the annual salary.

**42.2 Annual Salary Not to Disadvantage Employees**

- (a) The annual salary must be no less than the amount the Employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The annual salary of the Employee must be reviewed by the School at least annually to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annual salary.

**43. First Aid**

- 43.1 An Employee who holds a current recognised first aid certificate or equivalent qualification and is a nominated person required by the school to perform first aid duties will be paid an allowance which is deemed to be a portion of the salary of the Employee.

The Allowance is as per Schedule 4 for full time Employees or a pro-rata proportion for part time Employees.

#### **44. Higher Duties**

44.1 An Employee who is required to perform duties applicable to a classification higher than that of the Employee for more than one week and the duties constitute the whole or substantially the whole of the type of duties which would attract the higher classification, then the Employee must be paid the rate prescribed for the minimum incremental level of the higher classification for the entire period the work is undertaken.

#### **45. Reclassification and Role Review**

##### **45.1 Reclassification**

- (a) An Employee who has served in a classification for not less than one calendar year and is regularly called upon to perform a substantial volume of duties appropriate to a higher classification is entitled to request reclassification to a higher classification.
- (b) An Employee who is required to perform duties appropriate to a higher classification for a temporary period only will be dealt with according to clause 44.
- (c) Re-classification is not dependant on organisational vacancies but is subject to mutual agreement between the School and an Employee.
- (d) An application for re-classification must be:
  - i) in writing;
  - ii) accompanied by a current agreed duty statement; and
  - iii) detail the reasons for the request for re-classification.
- (e) If the application is successful, the Employee must be placed on an incremental step in the salary range appropriate to the new classification.
- (f) The date of operation of a successful application must be no later than three months after the date of written application by the Employee.
- (g) Where the Employee is not satisfied with the decision then the dispute resolution procedure will be invoked in accordance with clause 13.

##### **45.2 Reclassification Process**

- (a) Each application will be lodged by the applicant with the Principal.
- (b) On receipt of the completed application the Principal will, within 15 school days, convene an assessment panel comprised of two permanent Grade 4 or above staff members of Business Support, one of whom (the convenor) will be the Business Director or a nominee of the Business Director. The second panellist will be called from the elected panellists of the school.
- (c) The panel will consider the application and the information presented by the applicant only in the context of the classification criteria (Schedule 4). The panel, in its proceedings and decision, will be governed by equity, good conscience and the substantial merits of the application without regard for technicalities or legal forms.
- (d) After its consideration of the written application the panel will:
  - i) By consensus resolve that the employee be reclassified
  - ii) Resolve to require the applicant to supply further and better particulars as the panel may reasonably require.
  - iii) If classification criteria are not met, the panel will decline the application. The panel will provide written reasons for the decision and will inform the applicant

that he or she may lodge an appeal using the Dispute Resolution Process (clause 13).

#### **45.3 Role Review**

On the first anniversary of appointment and annually thereafter a formal Performance Review will be undertaken at which, amongst other criteria, consultation will occur between the School and the Employee to ensure that the duty statement is accurate and conforms with the classification levels set out in Schedule 4.

#### **46. Ordinary Hours of Work**

46.1 Subject to this clause, a full-time Employee's ordinary hours of work will be 37.5 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with clause 37.

46.2 The ordinary hours of work in clause 46.1 may be averaged over a period of a fortnight or 4 weeks.

46.3 The ordinary hours of work will be worked on no more than 5 days in any 7 days and may be worked as follows:

- (a) on any day from Monday to Friday between 8.00 am and 6.00 pm unless the School and the Employee expressly agree to the contrary.
- (b) on any day from Monday to Friday between 7.00am and 6.00pm for employees working in the School's Early Learning Centre
- (c) Provided that where a daily span of hours is specified, and there is mutual agreement between the School and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged

46.4 Where an employee is absent because of illness and that employee has notified the employer within the first 3 days of absence or within such time as provides the employer with reasonable notice that the absence is likely to be prolonged, the remaining employees will not normally be required to carry out the duties of the absent employee.

#### **47. Breaks**

47.1 An Employee must not work more than 5 hours in any one day without a meal break of not less than 30 minutes, or more than one hour.

47.2 The meal break will not count as time worked.

47.3 The School must allow an Employee a morning tea break of 15 minutes duration which will be counted as time worked.

#### **48. Overtime**

48.1 Overtime for the purposes of this agreement are those hours requested and approved by the employer, and worked outside and above the usual, agreed working hours.

48.2 Employees who are classified as Grade 4 and above and who are paid an annual salary for full-time employment are not eligible to receive overtime rates except by mutual agreement between the School and the Employee.

48.3 For work performed outside of or in excess of ordinary hours by Employees the following overtime rates apply:

- (a) for time worked in excess of 37.5 hours per week or 75 hours per fortnight or 150 hours per 4 full week period of 20 days an additional 50% of ordinary time rate;

- (b) for time worked outside of the hours of 8.00 am to 6.00 pm Monday to Friday both inclusive, an additional 50%;
- (c) for time worked on a Saturday up to 12 noon, an additional 50%;
- (d) for time worked on a Saturday after 12 noon or on a Sunday, an additional 100%;
- (e) for time worked on a public holiday, an additional 150%.

48.4 Employees who are required by the School to attend School functions out of hours must be paid overtime in accordance with clause 48.3.

48.5 An Employee may, at the employee's election, take time-in-lieu for work performed outside the Employee's normal hours or overtime. The time in lieu will attract the same penalty loadings as the overtime detailed in clause 48.3.

48.6 Employees who accrue time in lieu of working overtime in accordance with this clause will have any accrued time paid out on termination of employment.

#### **49. Travel Time**

49.1 If an Employee is required to travel outside of the Employee's specified working hours in the course of performing his or her duties and that travel occupies more than one hour, then the travel time must be classified as working time.

49.2 Payment for travel time is subject to the following conditions:

- (a) not more than 7.5 hours of travel time will be paid for on any one day;
- (b) an Employee may by agreement with the School take time-in-lieu of travel time in accordance with clause 48.5.

#### **50. Variations to Working Period**

50.1 If the School closes the School on a day that has been previously determined as part of the Employee's working week, then the Employee will not lose pay nor be required to work on days in lieu of the closure day.

50.2 If an Employee is required to work extra hours other than hours that have previously been determined as part of the Employee's working week, then the extra hours will be paid according to the casual rate as detailed in clause 37.5.

50.3 The additional casual work will not count as service for determining leave entitlements.

#### **51. Annual Leave**

##### **51.1 Entitlement to Annual Leave**

- (a) Annual leave is provided for in the NES. This clause supplements the NES provisions.
- (b) Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment.
- (c) The School may require an Employee to take their annual leave during non-term weeks.
- (d) Annual Leave must be taken within two years but employees are encouraged to take it in the year it is accrued.

##### **51.2 Annual leave exclusive of public holidays**

Annual leave is exclusive of any public holiday which falls within it on a Monday to Friday inclusive. If any such holiday falls within an Employee's period of annual leave, the period of leave will be increased by one day for each holiday.



**51.3 Payment for Annual Leave**

Payment for annual leave is included in the salaries in clause 41.5 for part time employees.

**51.4 Annual Leave Loading**

- (a) An Employee is entitled to a payment of a loading equivalent to 17.5% of four weeks annual leave payment and pro rata thereof for part time employees.
- (b) Annual leave loading must be paid in the last pay period prior to the commencement of the summer School vacation period.
- (c) Payment will not exceed the calculation based on the Australian Bureau of Statistics average weekly total earnings of all males applicable to the March quarter in the school year in which the payment is made.

**52. Clothing, Equipment and Tools**

- 52.1 Where clothing of a protective nature or other items of equipment are required to promote safe working conditions the School must provide such articles free of cost to the Employee.

## SCHEDULE 1 – TEACHING STAFF SALARIES AND ALLOWANCES

	First Full Pay Period after 1/2/2023 4.0%	First Full Pay Period after 1/2/2024 3.0%	First Full Pay Period after 1/2/2025 3.0%
<b>Band 1</b>			
<b>Step 1</b>	72,720	74,902	77,149
<b>Step 2</b>	77,315	79,634	82,023
<b>Step 3</b>	83,062	85,554	88,120
<b>Step 4</b>	87,225	89,842	92,537
<b>Step 5</b>	91,387	94,128	96,952
<b>Step 6</b>	95,553	98,420	101,372
<b>Step 7</b>	99,724	102,715	105,797
<b>Step 8</b>	103,888	107,004	110,214
<b>Step 9</b>	108,048	111,289	114,628
<b>Step 10</b>	114,247	117,675	121,205
<b>Step 11</b>	118,057	121,598	125,246
<b>Band 2</b>			
<b>Level 1</b>	3,773	3,886	4,003
<b>Level 2</b>	10,443	10,756	11,079
<b>Level 3</b>	17,115	17,629	18,158
<b>Level 4</b>	24,412	25,144	25,899

## **SCHEDULE 2 – TEACHING STAFF CLASSIFICATION STRUCTURE**

### **S2.1 Definitions:**

S2.1.1 Three year qualification means a Diploma in Teaching or Bachelor of Teaching Degree or another qualification recognised as equivalent by the Teachers Registration Board of South Australia. The qualification must have been awarded upon successful completion of a prescribed academic course of three years duration.

S2.1.1.1 An Employee who holds a qualification of less than three years training but has satisfied the statutory requirements to practise as a teacher in South Australia will be deemed to hold a three year trained qualification.

S2.1.2 Four year qualification means a Bachelor of Education Degree or other Degree which together with a post Graduate Diploma is recognised as equivalent by the Teachers Registration Board of South Australia. The qualification must have been awarded upon the successful completion of a prescribed academic course(s) of four years total duration.

S2.1.3 Five year qualification means a four year Degree together with a post Graduate Diploma; or an Honours Degree or other Higher Degree which together with a post Graduate Diploma is recognised as equivalent by the Teachers Registration Board of South Australia. The qualification must have been awarded upon the successful completion of a prescribed academic course(s) of five years total duration.

### **S2.2 Band 1 Teacher**

S2.2.1 Band 1 Employees will be professionally responsible, either as a class or subject teacher, for the application of pedagogic and curriculum knowledge and skills for the educational benefit and pastoral care of students in their charge.

S2.2.2 The commencing salary of a band 1 Employee without experience but who upon appointment holds a 3 year qualification will be not less than the salary prescribed at incremental step 1 of the salary scale for band 1 Employees detailed in Schedule 1.

S2.2.3 The commencing salary of a band 1 Employee without experience but who upon appointment holds a 4 year qualification will be not less than the salary prescribed at incremental step 3 of the salary scale for band 1 Employees detailed in Schedule 1.

S2.2.4 The commencing salary of a band 1 Employee without experience but who upon appointment holds a 5 year qualification will be not less than the salary prescribed at incremental step 4 of the salary scale for band 1 Employees detailed in Schedule 1.

S2.2.5 The commencing salary of a band 1 Employee with experience will be at an incremental step which recognises at least all prior teaching experience calculated in full time equivalent years and satisfactory evidence of which is provided to the School. In the case of experience as a casual, the equivalent of a full-time year of teaching service is 200 full casual days.

S2.2.6 On engagement, the School may require that the Employee provide documentary evidence of qualifications and teaching experience. If the School considers that the Employee has not provided satisfactory evidence, and advises the Employee in writing to this effect, then the School may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the School will not unreasonably refuse to recognise the qualifications or teaching experience of the School.

## **S2.3 Incremental Advance in Salary**

S2.3.1 An Employee will be entitled following the appointment at a particular incremental step in the salary scale in Schedule 1 to progress to the next higher incremental step of the scale after 12 calendar months of full time service. Part-time band 1 Employees will be entitled to progress to the next higher incremental step of the scale after 12 months equivalent full time teaching experience wherever gained.

S2.3.2 An Employee who, subsequent to appointment, gains a 4 year qualification will be entitled to progress one additional incremental step in the salary scale at the start of the school year following the completion of the requirements for the qualification.

S2.3.2.1 Where the requirements are completed at a time other than between 1 September and 31 December, the additional increment will be paid from the first pay period following the completion of the requirements for the qualification.

S2.3.2.2 Academic qualifications will be deemed to be completed if the Employee obtains from the tertiary institution a statement to that effect.

S2.3.3 Employees who hold a three year qualification will advance by annual increment to step 8 in the scale and subsequently to steps 9 and 10 by biennial increment.

S2.3.4 Employees will be entitled to progress to increment step 10

S2.3.5 The following arrangements will apply for Level 11:

S2.3.5.1 After one year's full time equivalent service at Level 10 an Employee will progress to Level 11 if they;

(a) Apply to the School to progress to Level 11;

(b) Satisfy the School of their high quality teaching through a statement that addresses:

- knowledge base of student learning;
- high quality instruction; and
- proficiency in specialised areas of learning.

A statement is to be provided with the application.

(c) Have a written agreement with the School that identifies for the following twelve months:

- the nature of outcomes to be achieved in the classroom; the professional development that the Employee proposes to undertake;
- the mentoring and coaching involvement with less experienced Employees (where available); and
- the outcomes to be achieved by such mentoring.

In identifying the professional development, classroom outcomes and mentoring roles for the following twelve months, regard should be given to the professional requirements of the Employee's role and the School's priorities and needs. The professional development needs to build the Employee's professional knowledge, practice and/or engagement.

Where mentoring and coaching opportunities are not available, the Employee will not be disadvantaged and the agreement will address the other specified areas.

The agreement may be established after the application is submitted to the School.

S2.3.5.2 An Employee who satisfies the requirements to progress to Level 11 will be considered to have progressed from the date of application by the Employee and the employer.

S2.3.5.3 The School will meet with the Level 11 Employee every 12 months to consider the Employee's performance and professional development in the past year compared to the agreement, and will develop a new agreement for the following year. The Step 11 status and salary will continue during this review process.

S2.3.5.4 The School anticipates that all eligible Employees will be able to satisfy the Level 11 requirements and encourages eligible Employees to apply to progress to Level 11.

S2.3.5.5 To facilitate transition from AST to Step 11, those Employees who have current AST status at the commencement of the agreement will continue to have the status recognised and the allowance paid until the commencement of 2014 or until such time as Step 11 is achieved, whichever occurs first. During this transition phase that person will be required to meet the Step 11 criteria as stated in clauses S2.3.5.1(b) and S2.3.5.1(c) to attain Step 11 status.

S2.3.5.6 A new employee with Step 11 status or AST status will have that status recognised for the first 12 months service at the School. During this 12 months that Employee will be required to meet the Step 11 criteria as stated in clauses S2.3.5.1(b) and S2.3.5.1(c) to maintain Step 11 status.

**S2.3.5.7 Application Process**

Each application will be lodged by the applicant with the Principal.

On receipt of the completed application the Principal will, within 15 school days, convene an assessment panel comprised of two permanent Step 10 or above registered teachers, one of whom (the convenor) will be the Principal or a nominee of the Principal. The second panellist will be called from the elected panellists of the school.

The panel will consider the application and the information presented by the applicant only in the context of the classification criteria (S2.3.5.1(b)). The written agreement will be negotiated with the Principal and must be completed before final approval is given.

The panel, in its proceedings and decision, will be governed by equity, good conscience and the substantial merits of the application without regard for technicalities or legal forms.

After its consideration of the written application the panel will:

- By consensus resolve that the employee has satisfied the classification criteria in S2.3.5.1(b).
- Resolve to require the applicant to supply further and better particulars as the panel may reasonably require, and then direct the teacher be classified as a Level 11 Teacher.
- If classification criteria are not met, the panel will decline the application. The panel will provide written reasons for the decision and will inform the applicant that he or she may either make further application or within 10

school days lodge an appeal using the Dispute Resolution Process (clause 13).

**S2.3.5.8 Salary**

Level 11 teachers must be paid the substantive salary outlined in Schedule 1.

**S2.4 Band 2 Teachers**

S2.4.1 Band 2 teachers will be appointed at level 1, 2, 3 or 4 by the Principal of the School to carry out specific duties or responsibilities as determined between the Employee and the Principal or his or her delegate. These appointments are Leadership Positions as detailed below in clause S2.5.

S2.4.2 Band 2 Level 1 and Band 2 Level 2 teachers will be paid the allowance in Schedule 1 in addition to their substantive band 1 salary (including Step 11 Teacher salary if the Employee is so classified).

S2.4.3 Band 2 Level 3 and Band 2 Level 4 teachers will be paid the allowance in Schedule 1 in addition to their substantive Band 1 salary but although these Employees are entitled to apply for the classification of Step 11, they are not eligible to receive the salary pertaining to that classification recognising that Leadership duties at these levels customarily have diminished classroom teaching duties.

**S2.5 Leadership Positions**

S2.5.1 Leadership position means any position filled for the time being by any teacher classified as Band 2.

**S2.5.2 Prescribed Leadership Points**

S2.5.2.1 The School will appoint Employees to leadership positions in a secondary school in such numbers as to at least utilise prescribed leadership position points determined for the School. The leadership points will be calculated by multiplying the number of equivalent full-time teaching staff (of all classifications) of the School by 1.5.

S2.5.2.2 The School will appoint employees to leadership positions in a primary school as in S2.5.2.1 above but the multiplier will be 1.0 in lieu of 1.5

S2.5.2.3 For the purposes of this clause a primary school will be deemed to be a section of the School which offers courses of instruction up to and including year 6 and a secondary school will be a section of the School which offers courses of instruction for students beyond year 6.

S2.5.2.4 Prescribed leadership points will be utilised as follows:

- |    |                                     |           |
|----|-------------------------------------|-----------|
| 1. | For each Band 2 level 1 appointment | 2 points  |
| 2. | For each Band 2 level 2 appointment | 6 points  |
| 3. | For each Band 2 level 3 appointment | 9 points  |
| 4. | For each Band 2 level 4 appointment | 13 points |

S2.5.2.5 Points will be expressed as integers only but where the prescribed leadership points are not divisible, then the total of prescribed leadership points will be increased by one to enable division.

S2.5.2.6 Prescribed leadership points will be calculated on the actual equivalent full time teaching staff (of all classifications) of the School as at the first full pay period after 1 February each year.

**S2.5.3 Tenure**

S2.5.3.1 Subject to other provisions of this Agreement the minimum period of tenure of Leadership Position appointments will be as follows:

- |    |                |         |
|----|----------------|---------|
| 1. | Level 1        | 1 year  |
| 2. | Level 2        | 2 years |
| 3. | Levels 3 and 4 | 5 years |

S2.5.3.2 During the school term preceding the expiration of tenure an Employee may request an appraisal from the Principal. The Principal must provide details of the appraisal process. If an appraisal is requested then the Employee must be provided with a written summary of the findings.

S2.5.3.3 An Employee whose classification in a Leadership Position expires and who is not re-appointed will revert to the appropriate step on the Band 1 incremental scale.

**S2.5.4 Simultaneous Appointments**

S2.5.4.1 An Employee must not simultaneously be appointed to more than one Leadership Position.

**S2.5.5 Duty Statements**

S2.5.5.1 Employees appointed to a Leadership Position will have an agreed duty statement setting out:

- (a) the classification level
- (b) the local title of the position (if applicable)
- (c) the salary and allowance to be paid
- (d) the duties to be carried out
- (e) the length of tenure of the position
- (f) the provision of additional non-contact time (if any).

### SCHEDULE 3 – BUSINESS SUPPORT SALARIES & ALLOWANCES

	First Full Pay Period after 1/2/2023 4.0%	First Full Pay Period after 1/2/2024 3.0%	First Full Pay Period after 1/2/2025 3.0%
<b>Junior</b>			
<b>18 years</b>	43,913	45,230	46,587
<b>19 years</b>	47,573	49,000	50,470
<b>20 years</b>	51,635	53,184	54,780
<b>Level 1</b>	67,814	69,849	71,944
<b>Level 2</b>	71,726	73,877	76,094
<b>Level 3</b>	77,292	79,611	81,999
<b>Level 4</b>	85,129	87,683	90,314
<b>Level 5</b>	91,434	94,177	97,002
<b>Level 6</b>	98,291	101,240	104,277
<b>Level 7</b>	105,149	108,304	111,553
<b>Level 8</b>	114,247	117,675	121,205
<b>First Aid</b>	1,668	1,718	1,770



## SCHEDULE 4 – BUSINESS SUPPORT CLASSIFICATION STRUCTURE

### 1. Definitions

#### 1.1 Definition 1: Supervision

**Close supervision:** clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

**Routine supervision:** direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach of non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

**General direction:** direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.

**Broad direction:** direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

#### 1.2 Definition 2: Qualifications

a) **Year 12**

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

b) **Certificates I and II**

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

c) **Certificate III**

A course that provides a range of well-developed skills.

d) **Certificate IV**

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year, part time post Year 12 course.

**e) Diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full time post Year 12 study.

**f) Advanced Diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full time post Year 12 study.

**g) Degree**

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

**h) Postgraduate Degree**

A recognised postgraduate degree, over and above a degree as defined above.

Note: previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

**1.3 Definition 3: Classification Dimensions**

**a) Competency**

The skill, complexity and responsibility of tasks typically required at each classification level.

**b) Judgement, independence and problem solving**

Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

**c) Level of supervision**

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

**d) Training level or qualifications**

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.

**e) Occupational equivalent**

Examples of occupations typically falling within each classification level.

**f) Typical activities**

Examples of activities typically undertaken by employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

**2. Classifications**

**2.1 Level 1**

An employee at this level will learn and gain competency in the basic skills required by the employer. In the event that the increased skills/competency are required and utilised by the employer, classification to a higher level within the structure may be possible.

**a) Competency**

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgements against established criteria may also be required.

**b) Judgement, independence and problem solving**

The employee follows standard procedures in a predefined order. The employee resolves problems where alternatives for the employee are limited and the required action is clear or can be readily referred to a more senior employee.

**c) Level of supervision**

Close supervision or, in the case of more experienced employees working alone, routine supervision.

**d) Training level or qualifications**

An employee may or may not be required to have formal qualifications or work experience upon engagement. An employee will be provided with on the job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the employees with whom the employee will be working.

**e) Typical activities**

**i) Classroom Support Services Grade 1**

- Providing general assistance of a supportive nature to teachers, as directed.
- Assisting student learning, either individually or in groups, under the direct supervision of a higher level general employee or a teacher.

- Assisting with the collection, preparation and distribution of classroom materials.
- Assisting with clerical duties associated with normal classroom activities, eg student records, equipment records, etc.
- Assisting teachers with the care of students on school excursions, sports days and other classroom activities.
- *Occupational equivalent:* teacher aide/assistant, learning support assistant

#### ii) School Administration Services Grade 1

- Performing a range of general clerical duties at a basic level, eg filing, handling mail, maintaining records, data entry.
- Operating routine office equipment, such as a computer, photocopier, scanner, binding machine, guillotine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures.
- Carrying out minor cash transactions including receipting, balancing and banking.
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering.
- *Occupational equivalent:* clerical assistant, data entry operator, front desk/reception assistant

## 2.2 Level 2

An employee at this level performs work beyond the skills of an employee at **Level 1**.

### a) Competency

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.

### b) Judgement, independence and problem solving

- i) Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- ii) An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

**c) Level of supervision**

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where employees are working alone, less direct guidance and some autonomy may be involved.

**d) Training level or qualifications**

Level 2 duties typically require:

- i) A skill level which assumes and requires knowledge, training or experience relative to the duties to be performed;
- ii) Completion of Year 12 without work experience;
- iii) Completion of Certificates I or II with work related experience; or
- iv) An equivalent combination of experience and training.

**e) Typical activities**

**i) Classroom Support Services Grade 2**

- Providing assistance with the educational program where limited discretion and judgement and/or specific skills are involved.
- *Occupational equivalent:* teacher aide/assistant, learning support assistant.

**ii) Curriculum/Resources Services Grade 1**

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks.
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording.
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures.
- Maintaining equipment and materials.
- Caring for fauna and flora.
- Preparing teaching aids under direction.
- Preparing standard solutions and less complex experiments.
- Assisting students and teachers to use the catalogue and/or locate books and resource materials.
- Explaining the function and use of library and library equipment to students.
- Under direction, assisting teaching staff to take story groups.
- Searching and identifying fairly complex bibliographic material, organising inter-library loans.
- Answering ready references inquiries.
- Operating a wide range of audio-visual or computer equipment.

- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment.
- Providing technical support to teachers.
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment.
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances.
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances.
- Ordering supplies and materials.
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed.
- *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

### iii) School Administration Services Grade 2

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.
- *Occupational equivalent:* clerical assistant.

## 2.3 Level 3

An employee at this level performs work beyond the skills of an employee at Level 2.

### a) Competency

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

### b) Judgement, independence and problem solving

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

### c) Level of supervision

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.

**d) Training level or qualifications**

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative or technical functions equivalent to:

- (i) Completion of Year 12 or a Certificate II, with relevant work experience; or
- (ii) An equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties, which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

**e) Typical activities**

**i) Classroom Support Services Grade 3**

- Undertaking some responsibility for other employees in the work area.
- Providing assistance or guidance to other employees in the work area.
- Liaising between the school, the student and the student's family where some discretion and judgment are involved.
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students.
- *Occupational equivalent:* student services co-ordinator

**ii) Curriculum/Resources Services Grade 2**

- Undertaking some responsibility for other employees in the work area.
- Providing assistance or guidance to other employees in the work area.
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved.
- Preparing descriptive cataloguing for library materials.
- Supervising the operation of circulation systems.
- Answering reference and information inquiries, other than ready reference.
- Assisting in evaluating and selecting equipment and supplies.
- Providing guidance in the use of information systems.
- Producing resource materials, e.g. multi-media kits, video and film clips.
- Teaching audio-visual, computer and other technical skills to students and teachers.
- Searching and verifying bibliographical data where some judgment and discretion are involved.
- Producing, displaying and/or publicising materials.
- Assisting students and employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved.
- Assisting with supervision of students in the library where some discretion and judgment are involved.
- Providing technical assistance and advice, as requested.

- Assisting with the planning and organisation of a laboratory or technology centre and field work.
- Testing of experiments and demonstrating experiments (with teachers).
- *Occupational equivalent:* library assistant, laboratory technician, technology centre technician.

### iii) School Administration Services Grade 3

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records.
- Managing enquiries from students, parents, employees and the general public.
- Entering financial data into computers and preparing financial and management reports for review and authorisation.
- Preparing and processing payroll within routines, methods and procedures.
- Undertaking bank and ledger reconciliations.
- Assisting with preparation of internal and external publications.
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence.
- Preparing government and statutory authority returns for authorisation.
- *Occupational equivalent:* administration assistant, office supervisor, accounts clerk

## 2.4 Level 4

An employee at this level performs work above and beyond the skills of an employee at Level 3.

### a) Competency

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

### b) Judgement, independence and problem solving

Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.



**c) Level of supervision**

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.

**d) Training level or qualifications**

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- i) Completion of a diploma level qualification with relevant work related experience;
- ii) Completion of a certificate IV with relevant work experience;
- iii) Completion of a certificate III with extensive relevant work experience; or
- iv) An equivalent combination of relevant experience and/or education/training.

**e) Typical activities**

**i) Curriculum/Resources Services Grade 3**

- Demonstrating and instructing students and employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas.
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required.
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff.
- Liaising with teachers on curriculum matters.
- Assisting careers advisor/counsellor.
- *Occupational equivalent:* senior technician in a library, laboratory or technology centre, careers placement officer.

**ii) School Administration Services Grade 4**

- Responsibility for the smooth and efficient financial administration of a small school.
- Responsibility for both secretarial and financial administration of a school office in a small school.
- Using computer software packages, including design, database and/or web software, at an advanced level.
- Planning and setting up spreadsheets and database applications.
- Initiating and handling correspondence, which may include confidential correspondence.
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures.

- Applying inventory and purchasing control procedures.
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations.
- Controlling the purchasing and storage for a discrete function.
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users.
- Preparing complex financial and administrative systems.
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required.
- *Occupational equivalent:* senior administration assistant, office supervisor, finance officer, school registrar (large school), principal's executive assistant, school development/fundraising officer.

## 2.5 Level 5

An employee at this level performs work beyond the skills of an employee at Level 4.

### a) Competency

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

### b) Judgement, independence and problem solving

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.

### c) Level of supervision

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.

### d) Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- i) Completion of a degree without subsequent relevant work experience;
- ii) Completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- iii) Completion of a diploma qualification and at least two years' subsequent relevant work experience;
- iv) Completion of a certificate IV and extensive relevant work experience;

- v) Completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- vi) An equivalent combination of relevant experience and/or education/training.

**e) Typical activities**

**i) Curriculum/Resources Services Grade 4**

- Providing specialist technical advice, direction and assistance in the employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level.
- *Occupational equivalent:* professional assistant.

**ii) School Administration Services Grade 5**

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions.
- Providing designated support to senior management and associated committees concerning designated aspects of school management.
- Overseeing the operations of the school's office and other administrative activities.
- Ensuring deadlines and targets are met.
- Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries.
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods.
- *Occupational equivalent:* human resources officer, office supervisor (large school), school development/fundraising officer.

**2.6 Level 6**

An employee at this level performs work beyond the skills of an employee at Level 5.

**a) Competency**

- i) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- ii) Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
- iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.

iv) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.

v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

**b) Judgement, independence and problem solving**

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

**c) Level of supervision**

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general employees. Supervision is present to review established objectives.

**d) Training level or qualifications**

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- i) A degree with subsequent relevant experience;
- ii) Extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- iii) An equivalent combination of relevant experience and/or education/training.

**e) Typical activities**

**i) School Administration Services Grade 6**

- Operating and being responsible for a structurally and/or operationally defined section.
- Providing professional advice to students and employees on the employee's area of expertise.
- Responsibility for professional development of other employees.
- Contributing to operational and strategic planning in the area of responsibility.
- *Occupational equivalent:* public relations manager/director, school development manager.

## 2.7 Level 7

An employee at this level performs work above and beyond the skills of an employee at Level 6.

### a) Competency

- i) Within constraints set by management, employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- ii) An employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the employee may be a recognised authority in a specialised area.

### b) Judgement, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

### c) Level of Supervision

Broad direction. May manage other employees including general employees.

### d) Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) A degree with at least four years of subsequent relevant experience;
- (ii) Extensive experience and management expertise in technical or administrative fields; or
- (iii) An equivalent combination of relevant experience and/or education/training.

### e) Typical Activities

#### i) School Administration Services Grade 7

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies.
- Providing financial advice to the principal or the business manager.

- Managing the school's financial system.
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level.
- *Occupational equivalent:* information technology manager (medium school).

## 2.8 Level 8

An employee at this level performs work beyond the skills of an employee at Level 7.

### a) Competency

Competency at this level is likely to require the development of new ways of using a specific body of knowledge, which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

### b) Judgement, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

### c) Level of Supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

### d) Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- Postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- Extensive experience and management expertise; or
- An equivalent combination of relevant experience and/or education/training.

### e) Typical Activities

#### i) School Administration Services Grade 8

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school.
- Undertaking the role of an assistant bursar/business manager in a large school.

- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level.
- *Occupational equivalent:* information technology manager (large school), assistant bursar/business manager (large school).

## **SCHEDULE 5 – EARLY LEARNING CENTRE- CO-EDUCATOR SALARIES & ALLOWANCES**

At the commencement of this Agreement, Employees classified as Early Learning Centre – Co-educators Grades 1 to 3 will transition to the new classification levels in accordance with the following provisions:

Within twelve months of the commencement of this agreement all Employees immediately prior to the commencement of the Agreement classified as Early Learning Centre – Co-educators Grades 1-3 will have their duty statement reviewed against the classification criteria in Schedule 6 and they will be classified accordingly. Progression to a salary on a higher level in the classification will be within three (3) months of the approval of the reclassification request and/or review.

No Employee will be financially disadvantaged by any change in classification arising from this review.

	<b>First Full Pay Period after the Vote</b>	<b>First Full Pay Period after 1/2/2024 3.0%</b>	<b>First Full Pay Period after 1/2/2025 3.0%</b>
<b>Junior</b>			
<b>ELC 18 years</b>	45,644	47,014	48,424
<b>ELC 19 years</b>	52,165	53,730	55,342
<b>ELC 20 years</b>	58,685	60,446	62,259
<b>ELC Level 1</b>	65,206	67,162	69,177
<b>ELC Level 2</b>	67,814	69,849	71,944
<b>ELC Level 3</b>	71,726	73,877	76,094
<b>ELC Lead Allowance *</b>	2,500	2,575	2,652
<b>First Aid</b>	1,668	1,718	1,770

## **SCHEDULE 6 – EARLY LEARNING CENTRE – CO-EDUCATOR CLASSIFICATION STRUCTURE**

### **Level 1**

An employee at this level will learn and gain competency in the basic skills required by the employer. In the event that the increased skills/competency are required and utilised by the employer, classification to a higher level within the structure may be possible.

#### **f) Competency**

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where their choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgements against established criteria may also be required.

#### **g) Judgement independence and problems solving**

The employee follows standard procedures in a predefined order. The employee resolves problems where alternatives for the employee are limited and the required action is clear or can be readily referred to a more senior employee.

#### **h) Level of supervision**

Close supervision or, in the case of more experienced employees working alone, routine supervision.

#### **i) Training level or qualifications**

An employee may or may not be required to have formal qualifications or work experience upon engagement. An employee will be provided with on the job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the employees with whom the employee will be working.

#### **j) Typical activities**

- Learning and implementing the policies, procedures and routines of the service.
- Learning how to establish relationships and interact with children.
- Learning the basic skills required to work in this environment with children.
- Giving each child individual attention and comfort as required.
- Basic duties including food preparation, cleaning and gardening.



## **Level 2**

An employee at this level performs work beyond the skills of an employee at **Level 1**.

### **a) Competency**

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.

### **b) Judgement, independence and problem solving**

iii) Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

iv) An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

### **c) Level of supervision**

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where employees are working alone, less direct guidance and some autonomy may be involved.

### **d) Training level or qualifications**

Level 2 duties typically require:

- v) A skill level which assumes and requires knowledge, training or experience relative to the duties to be performed;
- vi) Completion of Year 12 without work experience;  
Completion of Certificates III or working towards Diploma in Children's Services or equivalent
- vii) with work related experience; or
- viii) An equivalent combination of experience and training.

### **e) Typical activities**

- Assist in the implementation of the children's program under supervision.
- Attending to the physical, social and emotional needs of children on an individual or group basis
- Record observations of individual children or groups for program planning purposes
- Implementation of daily care routines.
- Develop awareness of and assist in maintenance of the health and safety of the children in care.

- Under direction, work with individual children with particular needs.
- Responsible for ensuring a safe environment is maintained for both staff and children.
- Liaise with families.
- Understand and work according to the centre or service's policies and procedures.
- Demonstrate knowledge of hygienic handling of food and equipment

### **Level 3**

An employee at this level performs work beyond the skills of an employee at Level 2 and is appointed as the person in charge of a group of children in the age range from birth to 12 years

#### **a) Competency**

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

#### **b) Judgement, independence and problem solving**

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

#### **c) Level of supervision**

General direction. This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.

#### **d) Training level or qualifications**

Level 3 duties require an employee who has completed a Diploma in Children's Services or equivalent

#### **e) Typical activities**

- Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups.
- Attending to the physical, social and emotional needs of children on an individual or group basis
- Record observations of individual children or groups for program planning purposes for qualified staff.
- Posting on parent platforms for groups/individual children (eg seesaw)
- Under direction, work with individual children with particular needs.
- Assist in the direction of untrained staff.

- Undertake and implement the requirements of quality assurance.
- Work in accordance with food safety regulations.
- Responsible for ensuring a safe environment is maintained for both staff and children.
- Responsible for ensuring that records are maintained accurately for each child in their care.
- Develop, Implement and evaluate daily care routines.
- Ensure that the centre or service's policies and procedures are adhered to.
- Assist with the food preparation, cleaning, gardening or general maintenance under the guidance of the Director or the Director's nominee

### **Allowance for Lead Co-Educator\***

This is an employee who has completed a Diploma in Children's Services or equivalent as recognised by licensing authorities and is appointed as the person in charge of a group of children in the age range from birth to 12 years or an employee who is appointed as an Authorised Supervisor

#### **a) Typical activities in addition to level 3**

- Responsible, in consultation with the Director or the Director's nominee for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups, including before, after care and holiday programs
- Attending to the physical, social and emotional needs of children on an individual or group basis
- Contributing to the learning
- Reporting and assessment to families
- Regular posts of different platforms to families
- Implementing learning experiences and environments
- Working with small groups of children on mini projects
- Responsible to the Director or the Director's nominee for the supervision of students on placement.
- Develop, implement and evaluate daily care routines.
- Liaise with families.
- Responsible for food preparation, cleaning, gardening or general maintenance under the guidance of the Director or the Director's nominee

## SIGNATORIES

### Employer Representative

Full Name: RICHARD ANDERSON

Position: PRINCIPAL

Signature: Rae

Address: 29 GLOUCESTER AVE  
BELAIR 5052

### Witness

Full Name: Melissa Taylor

Position: HR Manager

Signature: Melissa

Address: 29 Gloucester Ave  
Belair 5052

### Employee Representative:

Full Name: Katherine Wright

Position: Teacher

Signature: KWright

Address: 29 Gloucester Ave  
Belair 5052

### Witness

Full Name: Katrina Watts

Position: HR Consultant

Signature: KWatts

Address: 29 Gloucester Ave  
Belair SA 5052

### IEU Representative:

Full Name: TIM OOSTERBAAN

Position: BRANCH SECRETARY

Signature: Tim

Address: 213 CURRIE ST  
ADELAIDE SA 5000

### Witness

Full Name: Wendy EVANS

Position: Deputy Secretary

Signature: Wendy

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