

Annesley Junior School Enterprise Agreement 2024

Table of Contents

PART 1 - APPLICATION AND OPERATION	4
1. Title	4
2. Definitions and Interpretation	4
3. Term of the Agreement	5
4. Renegotiation	5
5. Coverage	5
PART 2 - ALL EMPLOYEES	6
6. National Employment Standards (NES)	6
7. Provisions Providing Entitlements Superior to the NES	6
8. Long Service Leave	11
9. Flexibility	12
10. Consultation regarding major workplace change	13
11. Consultative Committee	15
12. Dispute Resolution	16
13. Method of Remuneration	18
14. Superannuation	18
15. Salary Packaging	18
16. Staff Counselling	19
17. Union Delegates	19
PART 3 - TEACHERS	22
18. Contract of Hiring	22
19. Termination of Employment	25
20. Redundancy	26
21. Employment outside the School	29
22. Meal break	29
23. Salary Rates and Allowances	29
24. Higher duties	30
25. Annual leave	30
26. Pro-rata payment of salary inclusive of annual leave	30
27. Annual leave loading	32
28. Working arrangements	32
PART 4 - GENERAL STAFF	34
29. Contract of Hiring	34
30. Employment Categories	34
31. Termination of Employment	36
32. Redundancy	37
33. Salaries	40
34. Annualised Salaries	41
35. First Aid Allowance	42
36. Higher Duties	42
37. Ordinary Hours of Work	42
38. Reclassification	43
39. Breaks	43
40. Overtime	44
41. Penalty Rates	44
42. Travel Time	45
43. Variations to Working Period	45
44. Annual Leave	45
45. Uniform/protective clothing allowance	46

PART 5 - SIGNATORIES	47
SCHEDULE 1 - SALARIES AND ALLOWANCES - TEACHERS	48
SCHEDULE 2 - CLASSIFICATION STRUCTURE - TEACHERS	49
SCHEDULE 3 - SALARIES AND ALLOWANCES - GENERAL STAFF	52
SCHEDULE 4 - CLASSIFICATION STRUCTURE - GENERAL STAFF	53

PART 1 - APPLICATION AND OPERATION

1. Title

This enterprise agreement will be known as the *Annesley Junior School Enterprise Agreement 2024*.

2. Definitions and Interpretation

In this Agreement unless otherwise stated:

Agreement means the *Annesley Junior School Enterprise Agreement 2024*.

Employee means an employee of the School who falls within the scope of Clause 4 of this Agreement (Coverage).

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

Fair Work Commission means the body established by section 575 of the Fair Work Act or any successor body.

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

Immediate Family or Household Member includes a spouse, partner, child or adult child, parent, grandparent, grandchild or sibling of the employee, or of the employee's spouse or partner or a person demonstrated to the satisfaction of the employer to be a person of significant relationship to the employee.

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 School to the most senior leadership position in the School or a teacher acting in this position in the absence of the Principal.

School means Annesley Junior School.

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 12 months commencing on the day teachers are required to attend the School for the new education year, as determined by the School.

Teacher means a person employed as such by the School. To remove any doubt, teacher includes a teacher in a senior leadership position, but not the Principal or deputy principal.

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.

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, fixed term or replacement teacher.

3. Term of the Agreement

This Agreement will operate from the date 7 days after the Agreement is approved by the Fair Work Commission and has a nominal expiry date of 31 December 2025.

4. Renegotiation

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:

- (a) the School;
- (b) all employees of the School who fall within the coverage of the Teachers' Award or the General Staff Award, excluding:
 - (i) Principal
 - (ii) Deputy Principal
 - (iii) Business Manager
 - (iv) Early Learning Centre Educators
 - (v) OSHC Educators
 - (vi) Nursing and Health Care Workers
 - (vii) Kitchen staff
 - (viii) Employees whose principal duties are Instructional Services, as defined in the General Staff Award including instrumental music tutors, choir masters and sports coaches.

PART 2 - ALL EMPLOYEES

6. National Employment Standards (NES)

- 6.1 The NES contain 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 and compassionate leave and paid family and domestic violence leave
 - Community service leave
 - Long service leave
 - Public holidays
 - Notice of termination and redundancy pay
 - Superannuation contributions
 - Fair Work Information Statement and Casual Employment Information Statement.
- 6.2 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.

7. Provisions Providing Entitlements Superior to the NES

- 7.1 Parental Leave
- (a) The parental provisions of the NES are varied such that:
- (1) For a permanent Employee who is entitled to take, and does take, unpaid birth - related leave or adoption - related leave under section 70 of the Act, at the time of birth of the child or at the time of placement of the child in the case of adoption, and who is or will be the primary carer of the child, will be entitled to a payment subject to the following conditions:
 - (A) The rate of pay will be the amount that would otherwise be paid to the staff member (including allowances, penalties, or other additional payments) if she had not commenced maternity leave.

- (B) An Employee with at least twelve (12) months continuous service at the school will be entitled to sixteen (16) weeks' pay at their substantive rate of pay.
 - (C) For the purposes of this clause, continuous service will comprise of full-time or part-time service, replacement or fixed term service, but not casual service. A period of child rearing leave is not counted as service for this purpose.
 - (D) Each subsequent entitlement will require at least one (1) calendar year from the date of return to work of continuous service after the end of the previous period of child rearing leave. Periods of long service leave shall not be counted as service for this purpose.
- (2) 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 (5) School Days 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.
 - (3) Any paid leave taken in accordance with clause 7.1(a)(1) will not count as service for any purpose.

7.2 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 regarding the same child.
- (b) An employee may request an additional twelve (12) months Child Rearing Leave which is subject to approval at the discretion of the Principal.
- (c) Child Rearing Leave is leave without pay and is available only for the care of pre-school aged children.
- (d) 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.

7.3 Personal/carer's 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 the School has provided a health notice to the school community that there has been a verified case of 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
- Smallpox
- Yellow Fever
- Malaria
- Tuberculosis
- Giardia

and where the employee produces a medical certificate from a qualified independent medical practitioner that in their opinion 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 from the Employee's paid Personal/Carer's Leave credit.

(e) For the purposes of clarity, the list of communicable diseases does not include the common cold, gastroenteritis, influenza, COVID-19 and other respiratory tract infections where transmission is likely to occur outside the school community.

- (f) 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.
- (g) 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.

7.4 Compassionate Leave

- (a) Employees are entitled to paid leave for up to two (2) days per occasion to attend to:
 - (1) the death, or
 - (2) a life threatening illness/injuryof a member of the Employee's Immediate Family or Household Member. In addition, an Employee is entitled to compassionate leave where it is demonstrated to the satisfaction of the School that the death or emergency is for a person of significant relationship to the Employee.
- (b) Employees will receive payment for the day(s) of the absence based on the Employee's substantive salary in accordance with this Agreement.
- (c) Employees must advise the School as soon as possible of the need to take compassionate leave.
- (d) Compassionate leave is non-cumulative.
- (e) An Employee may be required to produce suitable evidence for the requirement to take and be paid for compassionate leave.
- (f) For the purpose of this clause, an 'occasion' is limited to each separate life threatening illness or injury sustained by the person concerned.
- (g) This clause has no operation where the period of entitlement to this leave coincides with any other period of leave.
- (h) Where an Employee exhausts their entitlement of this clause, they may access up to two (2) days from their carer's leave entitlement for compassionate purposes, subject to the provisions of this clause.

7.5 Family and Domestic 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. The evidence will not be retained by the School, unless requested by the employee.
- (d) Upon exhaustion of the leave entitlements in this clause, employees will be entitled to further leave, paid or unpaid, at the Principals' discretion for each occasion.

7.6 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.

7.7 Special Leave

- (a) An employee is entitled to one (1) day of paid leave per school year for special personal events that are unavoidably scheduled during term time including:
- i. Significant graduations
 - ii. Immediate Family weddings
 - lii. State, national and international sporting events where the employee or their child is the representative (not available if the employee is granted support through the Participation in International or National Sporting Events Procedures
 - iv. Moving house
 - v. child's first day in a new school
 - vi. special school event (e.g. significant assembly)

- vii. significant family reunions
 - viii. Immediate Family relocating or arriving from interstate or overseas
 - ix. funerals of a person of significance to the employee
 - x. other special family events as approved by the principal
 - xi. reasonable travel associated with the items above.
- (b) Employees are also entitled to one (1) day of unpaid leave for special personal events as set out in this subclause 7.7 or other personal events that are unavoidably scheduled during term time.
- (c) Unless there are exceptional circumstances an employee is required to give a minimum of two (2) weeks' notice for any request for paid Special Leave
- (d) Approvals or refusals of applications for special leave will be provided by the School in writing within seven (7) days (if practicable) up to a maximum of fourteen (14) days of the Employee making the request. Consideration will be given to unforeseen, urgent requests.
- (e) The leave is not cumulative and is available on a pro rata basis for part years and for part-time employees.
- (f) The paid leave will be for a period not exceeding the number of hours which would have been worked by the employee on the date/s of the Special Leave.

7.8 Redundancy Entitlements – All Agreement covered Staff

This Agreement provides more favourable entitlements than the NES relating to notice, consultation, and redundancy pay in the event of redundancies – see clauses 20 and 32 of this Agreement.

7.9 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 general with not more than 1 years' service – see clause 19 in respect of teachers and clause 31 in respect of general staff.

8. Long Service Leave

- 8.1 Long Service Leave is provided in the *Long Service Leave Act 1987* (SA) as amended.
- 8.2 Employees are entitled to take Long Service Leave in multiples of 1 week where the employee's eligibility to take Long Service Leave exists.
- 8.3 Applications for shorter periods of leave will be considered where possible and practical subject to the needs of the School and at the discretion of the Principal.

- 8.4 Where a request for leave is refused, written reasons will be provided to the employee.
- 8.5 Applications for long service leave of more than two (2) weeks must be submitted for approval at least six (6) months prior to the leave being taken unless otherwise agreed between the employee and the Principal.

9. Flexibility

- 9.1 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:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) 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 9.1(a) above; and
 - (c) the arrangement is genuinely agreed to by the School and the Employee.
- 9.2 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 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 9.3 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:
 - (1) the terms of this Agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and

- (3) 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
 - (4) states the day on which the arrangement commences.
- 9.4 The School must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 The School or the Employee may terminate the individual flexibility arrangement:
 - (a) by giving 13 weeks' written notice to the other party to the arrangement; or
 - (b) if the School and the Employee agree in writing — at any time.

10. Consultation regarding major workplace change

- 10.1 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 that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees

Please note: Subclauses 10.2 to 10.8 apply to 10.1(a) only and consultation requirements relating to 10.1(b) are dealt with in subclause 10.9.

Major change

- 10.2 For a change referred to in clause 10.1(a), The School must notify the relevant Employees of the decision to introduce the major change.
- 10.3 The Employees may appoint a representative for the purposes of the procedures in this clause.
- 10.4 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.
- 10.5 As soon as practicable after making its decision, the School must:
 - (a) discuss with the relevant Employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the Employees; and
 - (3) 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:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the Employees; and
 - (3) any other matters likely to affect the Employees.

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

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

10.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the School, the requirements set out in paragraph 10.2 and sub-clauses 10.3 and 10.4 are taken not to apply.

10.9 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

10.10 For a change referred to in paragraph 10.1(b) the School must notify the relevant employees of the proposed change; and

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

10.11 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.

10.12 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:
 - (1) all relevant information about the change, including the nature of the change; and
 - (2) information about what the School reasonably believes will be the effects of the change on the employees; and
 - (3) 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).

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

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

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

11. Consultative Committee

11.1 The Agreement parties recognise the merit of collaboration and consultation and accordingly confirm the continued operation of the Consultative Committee ("**Committee**") consisting of elected representatives of the Staff and nominated members of College management.

11.2 The parties to the Agreement agree that any consultative arrangements, mechanisms or practices are purely advisory in nature and that any decisions remain the prerogative of the College.

11.3 The Committee must meet as often as circumstances require, but in any event will meet at least once per term. The School will ensure the meeting takes place once per term

11.4 The Committee may deal with issues concerning the implementation of aspects of this Agreement but is not empowered to deal with issues relating to the Agreement's interpretation.

11.5 Following approval by the Committee, minutes of Committee meetings will be distributed to College Staff bound by this Agreement. In approving the minutes, the Committee will give due regard to issues of privacy and confidentiality.

11.6 Staff representatives shall be afforded reasonable opportunities to consult with staff, both prior to and following issues being discussed by the Committee.

- 11.7 The Committee will operate on a basis of seeking consensus outcomes regarding issues brought before it. The outcomes of discussions, consensus or otherwise, may form a recommendation to the Principal.
- 11.8 When making a recommendation, the Committee will cover the following in writing:
- Whether consensus was reached and, if not, why not.
 - A clear explanation of the advantages and disadvantages of the recommendation.
- 11.9 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 Council and/or Finance Committee, before a response is provided by the Principal.
- 11.10 Outcomes recommended by the Committee and endorsed by the Principal will, if appropriate, be incorporated into formal College policies/protocols and communicated to the College community.
- 11.11 Any major decisions significantly affecting staff will be presented to the consultative committee for discussion.

12. Dispute Resolution

- 12.1 If a dispute relates to:
- (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards; and/or
 - (c) matters arising under the general protections provisions of the *Fair Work Act 2009*
- this clause sets out procedures to settle the dispute.
- 12.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 12.3 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, including the Principal.
- (a) Stage 1:
 - (1) 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 including the Principal.

- (b) Stage 2:
- (1) If the matter is unresolved at stage 1, the employee can request a conference with the Principal.
 - (2) The employee must notify the Principal, in writing, of the nature of the grievance and the remedy sought.
 - (3) The conference must be convened as soon as practicable and, where possible, not more than 7 days following receipt of the request.
 - (4) The employee is entitled to be accompanied at the meeting by a support person or representative.
 - (5) The Principal may be accompanied at the meeting by a person of their choice.

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

12.5 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:
 - (1) arbitrate the dispute; and
 - (2) 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 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.

12.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- (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 School to perform other available work at the same workplace, or at another workplace, unless:
 - (1) the work is not safe; or
 - (2) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (3) the work is not appropriate for the employee to perform; or
 - (4) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

13. Method of Remuneration

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

14. Superannuation

- 14.1 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.
- 14.2 If an employee does not nominate a fund and does not have a stapled fund the School will make contributions to NGS Super.
- 14.3 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
- 14.4 Contributions will be paid monthly on behalf of all Employees for whom contributions are required to be made (or as specified by legislation).

15. Salary Packaging

- 15.1 In this clause "total remuneration" for an Employee shall include salary and any other emoluments whatsoever payable directly or indirectly, whether in cash or in kind, by the School to the Employee and which arise from the substantive employment, but excluding employer superannuation benefits payable by the Employer in satisfaction of the Superannuation Guarantee Legislation.
- 15.2 The requirements to pay salaries will in the alternative be satisfied where:
- (a) by written agreement between the School and an Employee the Employee's total remuneration for any period, however effected, is at least equal in quantum value to the money amount specified to apply to that Employee's classification for that period pursuant to this Agreement;
 - (b) no part of any agreement made pursuant to this clause contravenes a law of the State of South Australia or of the Commonwealth, or public or private rulings of the Australian Taxation Office; and
 - (c) any agreement made pursuant to this clause proceeds only from the request of an Employee made prior to derivation of the agreement provided also that such agreement may be terminated by either party giving the other at least 28 days' written notice of withdrawal from the agreement.
- 15.3 The written agreement referred to in clause 15.2 (a) shall clearly specify the

proposed arrangements including the agreed quantum value of any non-cash item, the net impact on take home salary, and the liability for taxation obligations and administration expenses (if any) which may arise from the arrangements;

- 15.4 The Employee shall be afforded the opportunity to take advice on the detail of any proposed written agreement prior to its execution.
- 15.5 Employees are invited by the School to request an agreement which offsets wages by the combined value of expense payment benefits (as defined in Section 20 of the *Fringe Benefits Tax Assessment Act 1986* (Cth.)) paid by the School on behalf of the Employee and any taxation obligations and administrative expenses (if any) to these amounts, to a maximum of 40% of total remuneration.
- 15.6 Employees whose agreement includes expense payment benefits other than superannuation will use a third party nominated by the School to process all expense payment benefits, and the third party's costs will be borne by the staff member.
- 15.7 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. Likewise, an employee will not be compensated for any cost or loss suffered by them in following independent advice sought by them regarding any proposed written salary packaging agreement prior to its execution.

16. Staff Counselling

The School will maintain the Access Counselling Programme for the duration of the Agreement

17. Workplace Delegates

- 17.1 A workplace delegate is a person appointed or elected, in accordance with the rules of an employee organisation (or union), to be a delegate or representative for members of the union who work in the School.
- 17.2 Right of representation
 - 17.2.1 A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
 - (a) consultation about major workplace change;
 - (b) consultation about changes to rosters or hours of work;
 - (c) resolution of disputes;
 - (d) disciplinary processes;
 - (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative or is assisting the union with enterprise bargaining; and
 - (f) any process or procedure within this enterprise agreement or School policy under which eligible employees are entitled to be represented and which concerns their industrial interests.

17.2.2 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests. This includes discussing membership of the union and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

17.2.3 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The School will provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the School to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.

17.2.4 Entitlement to reasonable access to training

The School will provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) The School is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees
- (b) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (c) The workplace delegate must give the School not less than 5 weeks' notice (unless the School and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training.
- (d) The School must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (e) The workplace delegate must, within 7 days after the day on which the training ends, provide the School with evidence that would satisfy a reasonable person of their attendance at the training.

This clause in its entirety will be read in conjunction with section 350C of the *Fair Work Act 2009*.

PART 3 - TEACHERS

18. Contract of Hiring

18.1 General Provisions

- (a) All Employees will be employed as permanent full-time, permanent part-time, replacement, fixed term or casual Employees, subject to the provisions in clause 18.4 (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 (to two decimal points) 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 of work. The Employee's remuneration for the extra work will be paid at the casual rate of pay based on the Employee's incremental step in the salary scale and calculated in accordance with subclause 18.4(f)(2) of this Agreement.
- (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:
 - (1) 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
 - (2) a certificate from an approved legally qualified medical practitioner that the Employee is of sound health and free from any physical or mental condition likely to impair Employee's ability to perform the duties required. The School must pay for the cost of obtaining the certificate. The Employee may choose the gender of the medical practitioner.

18.2 Probation

- (a) All appointments other than appointments to replacement, fixed term or casual positions will be regarded as probationary for the first two school terms. 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 two school terms.

18.3 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 19.

18.4 Employment Categories

- (a) With the exception of probationary Employees, all Employees other than replacement, fixed term 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

- (1) 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 teaching Employee in the School, or in the Early Learning Centre. Each appointment will be expressed as a decimal fraction to two decimal points.

- (2) The School will at all times endeavour to schedule part time hours across a minimum number of days per week and also endeavour to schedule such hours to commence at the beginning of the School day on any given day of the week.

- (3) 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.

- (d) Replacement Employees

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

- (2) 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.

- (3) 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.

- (4) 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.
 - (5) If the required notice of termination is not given, the School must pay a sum equal to the salary difference between the period of notice actually given and the period of notice required.
 - (6) Where an Employee does not give the appropriate notice and there is no agreement to reduce or 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.
 - (7) Replacement Employees hired for less than a full school term are paid at the casual rate.
 - (8) By mutual agreement with the School replacement employees who work six (6) weeks or more may be employed permanently and at their appropriate incremental step with pro-rata entitlement to personal/carer's leave, annual leave and annual leave loading.
 - (9) 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.
- (e) Fixed term Employees
- (1) An Employee may be hired on a fixed term basis for a period not exceeding 24 months.
 - (2) At the time of employment, the Employee will be advised in writing of the fixed-term nature of the employment. During that term of employment, all the terms and conditions applicable to an ongoing employee will apply to that Employee, other than those relating to notice of termination and redundancy as outlined in this Agreement.
 - (3) Any fixed term contract/s of two years duration will be subject, at the request of the employee, to a review after the first twelve (12) months of employment to determine if the Employee should not be more appropriately employed in a permanently tenured contract of employment.
 - (4) 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.
 - (5) If the required notice of termination is not given, the School must pay a sum equal to the salary difference between the period of notice actually given and the period of notice required.
 - (6) Where an Employee does not give the appropriate notice and there is no agreement to reduce or 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.

- (7) Fixed term Employees hired for less than a full school term are paid at the casual rate.
 - (8) By mutual agreement with the School fixed term employees who work six (6) weeks or more may be employed permanently and at their appropriate incremental step with pro-rata entitlement to personal/carer's leave, annual leave and annual leave loading.
 - (9) Fixed term 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.
- (f) Casual Employees
- (1) Casual employees cannot be reappointed to the same position or in the same capacity for longer than one continuous School term.
 - (2) A casual Employee will be paid an hourly rate of the weekly rate for the Employee's incremental step in the salary scale plus a casual loading of 25%.
 - (3) For the sake of clarity, the weekly rate in subclause 18.4 (f)(2) will be determined by dividing the Employee's incremental step in the salary scale by 52.18.

19. Termination of Employment

19.1 Notice of Termination by School

- (a) To terminate the employment of an Employee, the School must give the Employee at least 12 weeks' notice in writing.
- (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) fixed term 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.

19.2 Notice of Termination by Employee

- (a) To terminate his or her employment an Employee must give the School at least 12 weeks' notice in writing, with the termination date to coincide with the last teaching day of a school term.
- (b) The School may, where reasonable cause exists, reduce or waive the required period of notice.
- (c) Where an Employee does not give the appropriate notice and there is no agreement to reduce or 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.

19.3 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.

19.4 Payment on termination of employment

- (a) The School will pay an employee no later than seven (7) days after the day on which employment is terminated, for wages owing under this Agreement.
- (b) This may be altered by mutual agreement to suit the needs of the School and an individual employee.

20. Redundancy

- 20.1 "*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.
- 20.2 This clause does not apply to Employees excluded from the application of Division 11 of Part 2-2 of Chapter 2 of the Act.
- 20.3 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 have discussions as soon as practicable with the Employees directly affected. 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.

20.4 For the purposes of such discussion the School must as soon as practicable provide in writing to the Employees concerned, 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.

20.5 Period of notice of termination on 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.

20.6 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 reasonable paid leave of absence, of at least one day, to the Employee being retrenched for the purpose of seeking other employment.

20.7 Redundancy pay

- (a) In addition to the period of notice prescribed for termination in clause 19.1, 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.)

- (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 the 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 the 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 the Fair Work Commission makes an order under section 122(4) of the Act.

20.8 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 20.5(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.

21. Employment outside the School

- 21.1 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.
- 21.2 Employees must inform the School of any paid employment undertaken outside of the School.

22. Meal break

- 22.1 An Employee is entitled, each day, to a meal break between the hours of 11.00 am and 2.30 pm.
- 22.2 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.
- 22.3 The meal break will be continuous and free of disruption scheduled by the School.
- 22.4 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.
- 22.5 This clause will not operate to prevent an Employee undertaking activities with students or staff on a voluntary basis.

23. Salary Rates and Allowances

- 23.1 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 - Teachers and Schedule 2 - Classifications - Teachers.
- 23.2 Where the salary is paid fortnightly, each apportioned payment will be calculated as follows:
- Fortnightly salary (\$) = Annual salary x 12/313
- 23.3 Part-time Employees
- (a) A part-time Employee will be paid pro rata, at the same rate as a full-time Employee in the same classification.
- 23.4 Casual Employees
- (a) 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 1 Annual Salary x 6/313 x 1/5 x 125/100
- (b) 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 three (3) hours will apply.

- (c) Employees engaged on a casual basis for 5 or more consecutive School Days will be remunerated on a daily basis as in clause 23.4(a) 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.

23.5 Camp Allowances

- (a) Employees will receive \$100 per night for camps and sleepovers, up to a maximum of four nights per camp or sleepover.
- (b) No payment will be made for camps or trips during term breaks.
- (c) Employees who attend more than two camps per annum can request one day per night of time in lieu capped at one full day.

24. Higher duties

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.

25. Annual leave

25.1 Period of leave

- (a) Annual leave is provided for in the NES. This clause supplements the NES.
- (b) A teacher (other than a casual teacher) who completes a full year teaching in any school year will be entitled to four (4) weeks annual leave in the period commencing after the end of the School Year and prior to the commencement of the first school term in the subsequent year.
- (c) A teacher is deemed to have taken all their accrued annual leave in the School year prior to their first day of required attendance in the new School year. Annual leave does not therefore accrue from year to year.

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

26. Pro-rata payment of salary inclusive of annual leave

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

26.2 The provisions of this clause will apply:

- (a) in the calculation of payment regarding pro-rata salary where an Employee's employment ceases; or
- (b) in the calculation of payment regarding 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.

26.3 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.

26.4 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.

26.5 The formula in clause 26.3 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.

26.6 Termination of employment

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

26.7 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 26.3 and will receive no salary or other payment other than payment under this clause until the Service Date or the resumption of Term 1 in the following School Year.

26.8 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:
 - (1) 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
 - (2) 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.

26.9 If the Employee returns early from leave any payment under clause 25.1(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.

27. Annual leave loading

27.1 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.

28. Working arrangements

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

28.2 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.

28.3 The ordinary hours of work for an Employee during Term Weeks are variable. In return, an Employee is not generally required to attend for periods of time when the students are not present, subject to the needs of the School with regard to professional development, student free days and other activities requiring the Employee's attendance.

28.4 The maximum number of days that an Employee will be required to attend during term weeks and non-term weeks is 205 in each School year.

28.5 A part-time Teacher can be required to attend parent/teacher/student interviews on the days required by the School, irrespective of the days normally worked. Teachers will be provided advance notice (minimum of 10 weeks) of the dates and approximate times that the Teacher is required to attend parent/teacher/student interviews. Part-time teachers will be required to attend the parent/teacher/student interviews proportional to their current FTE. Any additional requirement will be paid at the casual rate of pay in accordance with clause 18.1(d). This requirement is

limited to two occasions per annum. The Principal will give reasonable consideration to individual extenuating circumstances.

For example, a part-time teacher working 0.6 of an FTE will be required to attend 60% of the parent/teacher/student interviews.

- 28.6 Subject to clause 28.5, a part-time teacher is not required to attend training/meetings/events on days they are not rostered to work.
- 28.7 If a part-time teacher upon request by the School, agrees to attend training/meetings/events other than parent/teacher/student interviews on a day they do not normally work, they will be paid at the casual rate of pay in accordance with subclauses 18.1(d) and 18.4(f)(2) of this Agreement.
- 28.8 Part time staff may however be consulted regarding mutually agreeable time in lieu arrangements.
- 28.9 The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of an Employee's entitlements for the School Year or a proportion of the School Year.

PART 4 - GENERAL STAFF

29. Contract of Hiring

29.1 General provisions

- (a) All Employees will be employed as full-time, part-time, fixed term or casual Employees, subject to the provisions in clause 30.
- (b) A new Employee may be employed for a probationary period not exceeding six (6) 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 subclause does not apply to fixed term or casual Employees.
- (c) Upon appointment, the School must inform the Employee in writing of the following:
 - (1) the nature of employment (that is, permanent, replacement, fixed term or casual);
 - (2) the classification level in accordance with Schedule 4;
 - (3) the salary applicable to the position;
 - (4) the normal hours of work (weekly or over a four-week period);
 - (5) the hours worked each day and which days of the week the employee will work;
 - (6) the actual start and finishing times each day;
 - (7) the number of ordinary hours per week and weeks per year; and
 - (8) the duties which the Employee is expected to perform.
- (d) The conditions of employment outlined above in clause 29.1 (c)(1), (4) and (7) and cannot be altered except by mutual agreement between the School and the Employee or in accordance with clause 32 (Redundancy).

30. Employment Categories

30.1 Full-time Employees

- (a) A full-time employee is normally required to work 37.5 hours per week or an average of 37.5 hours per week in accordance with clause 37 – Ordinary Hours of Work.

30.2 Part-time Employees

- (a) A part-time employee is an Employee who is engaged to work less than the applicable full time ordinary hours per week or an average of less than the applicable full time ordinary 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 be divided by 37.5.

- (c) A part-time employee's entitlements under this Agreement will be calculated on a pro rata basis.

30.3 Fixed term Employees

Fixed term employees may only be engaged as either replacement Employees or temporary 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.
- (e) An Employee may be hired on a fixed term basis for a period not exceeding 24 months.

30.4 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 three (3) hours for each engagement.
- (c) A casual Employee will be paid an hourly rate of the weekly rate for the Employee's classification plus a casual loading of 25%.
- (d) A casual Employee must be paid fortnightly.

30.5 Offers and requests to convert from casual to permanent employment

- (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).
- (b) All offers of casual conversion will be made in accordance with the NES.

31. Termination of Employment

31.1 Notice of Termination by School

- (a) To terminate the employment of an Employee, the School must give the Employee at least four (4) weeks' notice.
- (b) 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 5 years' continuous service are entitled to additional notice of 1 week.
- (c) 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.
- (d) 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.

31.2 Time off During Notice Period

Where the School has given notice of termination to an Employee, the Employee must be allowed reasonable time off of at least one day 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.

31.3 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.

31.4 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.

31.5 Notice of Termination by Employee

- (a) To terminate employment an Employee must give the School at least four (4) weeks' notice in writing.

- (b) Where an employee does not give the appropriate notice and there is no agreement to reduce or waive the notice period, 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.

31.6 Payment on termination of employment

- (a) The School will pay an employee no later than seven (7) days after the day on which employment is terminated, for wages owing under this Agreement.
- (b) This may be altered by mutual agreement to suit the needs of the School and an individual employee.

32. Redundancy

32.1 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.

32.2 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 8, 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.

32.3 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 have discussions as soon as practicable with the Employees directly affected and offer in writing to have discussions with the Union. Discussions must include:

- the reasons for the proposed terminations;
 - measures to avoid or minimise the terminations;
 - 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 Union, all relevant information about the proposed terminations, including:
- the reasons for the proposed terminations;
 - the number and categories of Employees likely to be affected;
 - the number of Employees normally employed; and
 - 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:
- granting reasonable paid leave to the Employees to attend interviews for alternative employment;
 - 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.

32.4 Period of Notice of Termination on Redundancy

- (a) If, within 2 weeks of the notification in clause 32.3(b) 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 31.
- (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 3 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)*.

32.5 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.

32.6 Redundancy Pay

- (a) Redundancy pay is provided for in accordance with the following table:

Period of Continuous service	Severance Pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
More than 10 years	12 weeks

- (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 the 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 the 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 the Fair Work Commission makes an order under section 122(4) of the Act.

32.7 Written Notice

- (a) 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:

- (i) the date and time of the proposed termination of the Employee's employment;
- (ii) 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;
- (iii) 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
- (iv) advice as to the entitlements of the Employee if the Employee terminates his or her employment during the period of notice.

32.8 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.

32.9 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.

33. Salaries

- 33.1 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 3.
- 33.2 All salaries and allowances will be apportionable in time.
- 33.3 An Employee is entitled to progress to the next higher incremental step (if any) in the salary scale on the anniversary of appointment.
- 33.4 Salaries are payable in advance during annual leave periods.
- 33.5 The fortnightly salary will be 12/313 of the minimum annual salary
- 33.6 Employees engaged to work for less than 52 weeks per year will be paid at the rate calculated by use of the pro-rata formula in clause 33.7.
- 33.7 A permanent part-time Employee may elect to be paid:
 - (a) over the 52 weeks of the School Year, at a weekly rate calculated as follows:

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

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

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

34. Annualised Salaries

34.1 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:

- (1) clause 31 - Salaries;
- (2) clause 35 - First Aid Allowance;
- (3) clauses 38 - Overtime;
- (4) clauses 40 - Penalty Rates;
- (5) clause 43.4 - Annual leave loading; and
- (6) any other allowances that may be payable under the *Educational Services (Schools) General Staff Award 2020*

- (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 Agreement will be satisfied by payment of the annual salary.

34.2 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. Any shortfall identified will be rectified by way of reconciliation payment in the following fortnightly pay.

35. First Aid Allowance

35.1 Application

An Employee who is designated by the School to perform first aid duty and who holds a current recognised first aid qualification will be paid an allowance of \$900 per annum. This amount will be payable on a pro rata basis for part time employees.

35.2 Excluded Employees

This allowance does not apply to:

- (1) an Employee employed exclusively as first aid officer; or
- (2) an Employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

36. Higher Duties

- 36.1 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.

37. Ordinary Hours of Work

- 37.1 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 30 (Employment Categories).
- 37.2 The ordinary hours of work in clause 37.1 may be averaged over a period of a fortnight or 4 weeks. The exception to this is Employees within the Resources sub-classification employed in outdoor education, whose hours of work may be averaged over a period of up to 12 months.
- 37.3 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) For Employees apart from those covered by clauses 37.3(b) 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) For the School's Grounds and Maintenance, Curriculum/education resources – outdoor education only, on any day from Monday to Saturday between 6.00 am and 6.00 pm.

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.

38. Reclassification

- 38.1 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.
- 38.2 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 36 (Higher Duties).
- 38.3 Re-classification is not dependant on organisational vacancies but is subject to mutual agreement between the School and an Employee.
- 38.4 An application for re-classification must be:
- (a) in writing;
 - (b) accompanied by a current agreed duty statement; and
 - (c) detail the reasons for the request for re-classification.
- 38.5 When mutual agreement cannot be achieved or a period of four (4) working weeks has elapsed without response from the School, then an assessment panel must be convened to determine the application.
- 38.6 The assessment panel will comprise:
- (a) a representative nominated by the School;
 - (b) a representative nominated by the Employee applicant;
 - (c) a representative elected by the non-teaching staff of the School.
- 38.7 If the application is successful, the Employee must be placed on an incremental step in the salary range appropriate to the classification structure.
- 38.8 The date of operation of a successful application must be no later than three (3) months after the date of written application by the Employee.
- 38.9 Where the School or an Employee is not satisfied with the decision of the assessment panel then the dispute resolution procedure will be invoked in accordance with clause 12.
- 38.10 Role Review
- On written request 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.

39. Breaks

- 39.1 An Employee must not work more than 5 hours in any one day without a meal break of not less than 30 minutes nor more than one hour.
- 39.2 The meal break will not count as time worked.

- 39.3 The School must allow an Employee a morning tea break of 20 minutes duration which will be counted as time worked.

40. Overtime

- 40.1 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.
- 40.2 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 the School's Grounds and Maintenance, Curriculum/education resources – outdoor education only, on any day from Monday to Saturday between 6.00 am and 6.00 pm.
 - (d) for time worked on a Saturday up to 12 noon, an additional 50%;
 - (e) for time worked on a Saturday after 12 noon or on a Sunday, an additional 100%;
 - (f) for time worked on a public holiday, an additional 150%.
- 40.3 Subject to subclause 40.4 of this Agreement, Employees who are required by the School to attend School functions out of hours must be paid overtime in accordance with clause 40.2.
- 40.4 An Employee may, at the Employee's election, take time-in-lieu of work performed outside the Employee's normal hours or overtime in place of being paid pursuant to subclause 40.3.
- 40.5 Any time in lieu accrued but not taken will be payable on termination of employment.

41. Penalty Rates

- 41.1 Saturday and Sunday work
- (a) An Employee required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (1) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (2) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- 41.2 The penalty rates within this clause and in clause 40 - Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

42. Travel Time

- 42.1 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.
- 42.2 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 40.4.

43. Variations to Working Period

- 43.1 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.
- 43.2 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 30.4(c).
- 43.3 The additional casual work will not count as service for determining leave entitlements.

44. Annual Leave

- 44.1 Entitlement to annual leave
- (a) Annual leave is provided for in the NES. This clause supplements the NES provisions.
- 44.2 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.
- 44.3 Payment for annual leave
- Payment for annual leave is included in the salaries in clause 33.7.
- 44.4 Annual leave loading
- (a) An Employee is entitled to a payment of a loading equivalent to 17.5% of four weeks' annual leave payment.
 - (b) Annual leave loading must be paid when taking annual leave or in the last pay period prior to the commencement of the summer School vacation period depending on the terms and conditions of employment.
- 44.5 Annual leave will be taken during the breaks between school terms.

- (a) By exception annual leave may be taken during a school term with the approval of the Business Manager.

45. Uniform/protective clothing allowance

- 45.1 Where the School requires an employee to wear a uniform or protective clothing and/or footwear during the performance of their duties, the School will:
 - (a) provide the uniform or protective clothing, which includes the maintenance or laundering of the items; or
 - (b) provide a uniform or protective clothing allowance and a laundry allowance as per the *Educational (Schools) General Staff Award 2020* as amended from time to time.
- 40.2 Where an employee is required to work in the rain they will be supplied with adequate rainproof clothing.

PART 5 - SIGNATORIES

Employer Representative

Full Name: Joanne Rossiter
Position: Principal
Address: 28 Rose Terrace
Wayville SA
Signature: [Signature]
Date: 23/8/24

Witness

Full Name: Alexandra McCole
Occupation: Business Manager
Address: 28 Rose Tee
Wayville SA
Signature: [Signature]
Date: 23/8/24

Employee

Full Name: Julie Mathely
Position: Finance Officer
Address: 28 Rose Terrace
Wayville SA 5034
Signature: [Signature]
Date: 23/8/24

Witness

Full Name: Alexandra McCole
Occupation: Business Manager
Address: 28 Rose Tee
Wayville SA
Signature: [Signature]
Date: 23/8/24

SCHEDULE 1 - SALARIES AND ALLOWANCES - TEACHERS

	From the first full pay period on or after 1 May 2023	From the first full pay period on or after 1 May 2024	From the first full pay period on or after 1 May 2025
	4%	4%	4%
Band 1			
Step 1	73,044	75,966	79,005
Step 2	77,662	80,768	83,999
Step 3	83,436	86,733	90,244
Step 4	87,612	91,116	94,761
Step 5	91,799	95,471	99,290
Step 6	95,977	99,816	103,809
Step 7	100,164	104,171	108,338
Step 8	104,348	108,522	112,863
Step 9	108,531	112,872	117,837
Step 10	112,796	117,308	122,000
HAT	-	6,000	6,000
Lead	-	11,000	11,000
Band 2			
Level 1	3,752	3,902	4,058
Level 2	10,386	10,801	11,233
Level 3	17,029	17,710	18,418
Level 4	24,283	25,254	26,264
Camp Allowance	-	\$100	\$100

SCHEDULE 2 - CLASSIFICATION STRUCTURE - TEACHERS

S2.1. Definitions

- S2.1.1. 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 4 years' total duration.
- S2.1.2. Five year qualification means a 4 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 5 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 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.
- S2.2.3. 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.
- S2.2.4. 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.
- S2.2.5. 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 Employee.

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 on 1 February 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.

S2.4. 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 S2.6.

S2.5. Highly Accomplished (HAT) and Lead Teachers

S2.5.1 The purpose of the Highly Accomplished (HAT) and Lead Teacher (Lead) certification is to recognise and promote quality teaching, provide an opportunity for teachers to reflect on their practice, and to provide a reliable indication of quality teaching that can be used to identify, recognise and/or reward Highly Accomplished and Lead teachers.

S2.5.2 Certification at the higher career stages enhances the professionalism of teachers, enabling them to gain recognition for the quality of their teaching and progress their careers while remaining in the classroom

S2.5.3 Highly Accomplished and Lead Teachers (HALT) are Teachers certified by AITSL (Australian Institute for Teaching and School Leadership) according to Highly Accomplished Teachers - certification documentary evidence and Lead Teachers – certification documentary evidence. The School will adhere to any updates in AITSL certification process, assessment and renewal guidance.

S2.5.4 HALT will be a sub-classification of Band 1 Teachers.

S2.5.5 Review of HALT Certification

S2.5.5.1 Teachers who achieve HALT certification must satisfy the AITSL certification and renewal requirements.

S2.5.5.2 A HALT whose certification is not confirmed by the renewal process will revert to a Band 1 Step 10 salary

S2.5.6 Salary

S2.5.6.1 Highly Accomplished Teachers will be paid as per Schedule 1.

S2.5.6.2 Lead Teachers will be paid as per Schedule 1.

S2.5. Leadership Positions

S2.5.1 Eligibility

S2.5.1.1 Leadership position means any position by any Teacher classified as Band 2

- S2.5.2.2 It is the intention of the School that Leadership positions will be filled by suitable candidate Employees taken from any section of the School as appropriate.
- S2.5.2 Tenure
- S2.5.2.1 Subject to other provisions of this Agreement the minimum period of tenure of Leadership Position appointments will be as follows:
- Level 1: 1 year
 - Level 2: 2 years
 - Level 3: 3 years
 - Level 4: 4 years
- S2.5.2.2 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
- S2.5.2.3 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.
- S2.5.3 Duty Statements
- S2.5.3.1 Employees appointed to a Leadership Position will have an agreed duty statement setting out:
1. the classification level
 2. the local title of the position (if applicable)
 3. the salary and allowance to be paid
 4. the duties to be carried out
 5. the length of tenure of the position
 6. the provision of additional non-contact time (if any).

SCHEDULE 3 - SALARIES AND ALLOWANCES - GENERAL STAFF

Classification	From the first full pay period on or after 1 May 2023	From the first full pay period on or after 1 May 2024	From the first full pay period on or after 1 May 2025
	4%	4%	4%
Level 1			
1.1	54,347	56,521	58,782
1.2	58,905	61,261	63,711
1.3	61,968	64,447	67,025
1.4	63,504	66,044	68,686
Level 2			
2.1	64,357	66,931	69,608
2.2	65,734	68,363	71,098
2.3	67,164	69,851	72,645
Level 3			
3.1	69,102	71,866	74,741
3.2	70,450	73,268	76,199
3.3	72,385	75,280	78,291
Level 4			
4.1	75,742	78,772	81,923
4.2	77,732	80,841	84,075
4.3	78,161	81,287	84,538
First Aid	-	900	900

SCHEDULE 4 - CLASSIFICATION STRUCTURE - GENERAL STAFF

- S4.1** The School will by reference to the criteria prescribed below and the employees prescribed duty statement, classify employees at the relevant grade within one (1) of the following sub-classifications:
- Resources
 - Administration
 - Curriculum
 - Property Services
- S4.2** An employee who has duties consistently traversing more than one sub-classification stream will be classified within that stream which describes the major and substantial part of the employee's allocated duties.
- S4.3** Nothing contained in this Schedule may be read or construed as limiting or affecting the right of the School to reasonably require an employee of any classification at any time, or temporarily, to perform duties appropriate to other sub- classifications whether or not the duties are those normally attached to a higher or lower grade and sub-classification or any other duties associated with the conduct or operation of the School.
- S4.4 General Criteria**
- S4.4.1 Junior**
- Junior staff will have duties as prescribed for Grade 1. However, their performance of these duties will be subject to close supervision and direction.
- S4.4.2 Grade 1**
- Grade 1 staff will have the knowledge, skills and demonstrated capacity to perform routine tasks under general supervision and more complex tasks involving the use of theoretical knowledge under close supervision.
- S4.4.3 Grade 2**
- Grade 2 staff will have the knowledge, skills and demonstrated capacity for self-directed application of appropriate techniques and equipment required to perform assigned tasks of some complexity involving the use of applied theoretical knowledge and interpersonal skills. This level corresponds to a competent, skilled, autonomous worker.
- S4.4.4 Grade 3**
- Grade 3 staff will have highly developed knowledge, skills and capacity for self-directed application of appropriate techniques and equipment required to perform highly complex tasks involving substantial applied theoretical knowledge and interpersonal skills. Grade 3 staff may perform complex tasks without supervision or engage in some supervision of the work of others. This level corresponds to an advanced skilled autonomous worker.
- S4.4.5 Grade 4**
- Grade 4 staff will have the knowledge, skills and demonstrated capacity

for self-directed application (including the selection and use of appropriate techniques and equipment) required to perform tasks involving independent use of a high degree of technical or applied theoretical knowledge and interpersonal skills. Grade 4 staff may undertake limited creative, planning, design or supervisory functions. This level corresponds to a competent administrator, specialist, technician or para-professional.

S4.5 Sub-Classifications

S4.5.1 Resources Stream

a) Junior

An Employee (Resources) Junior will have duties as prescribed for Grade 1. The performance of these duties will be subject to close supervision and direction.

b) Grade 1

An Employee (Resources) Grade 1 will, within a school resource facility such as a library, laboratory, audio-visual centre or computing centre, under direction apply skills to operate, demonstrate, maintain, catalogue, repair or service hardware and software comprising the resource base.

c) Grade 2

An Employee (Resources) Grade 2 will carry out the duties described for staff (Resources) Grade 1, but while not necessarily responsible for the overall planning of the work, will be self-directed in the application of skills relevant to the resource facility.

d) Grade 3

An Employee (Resources) Grade 3 will be responsible on a day-to-day basis for the smooth and efficient operation of an established resource facility or a complex and discrete section of an established resource facility. Supervision of other employees or of volunteer parent or student helpers may be a function at this level.

e) Grade 4

An Employee (Resources) Grade 4 will have advanced resource knowledge and skills and, subject to broad policy directives, accept responsibility for the establishment and day to day operation of effective technical systems for the smooth and efficient operation of the resource facility. The Employee may undertake supervision of other school assistants where appropriate but will be responsible to the faculty head.

S4.5.2 Administration Stream

a) Junior

An Employee (Administration) Junior will have duties as prescribed for Grade 1. The performance of these duties will be subject to close supervision and direction.

b) Grade 1

An Employee (Administration) Grade 1 will carry out receptionist, clerical and/or secretarial functions involving routine office procedures and the application of basic book-keeping knowledge and assisting teachers to carry out classroom administrative functions where appropriate.

c) *Grade 2*

An Employee (Administration) Grade 2 will have duties and responsibilities, which include EITHER

- Secretarial and clerical duties requiring application of office communication skills and procedures,
OR
- Administrative responsibility for the efficient financial administration of a school employing ten (10) or less equivalent full-time teachers,
OR
- Responsibility for both secretarial and financial administration of a school office in a school of less than five (5) equivalent full-time teachers.

d) *Grade 3*

An Employee (Administration) Grade 3 will have EITHER

- Duties and responsibilities which include those described above for Grade 2 together with responsibility for directing and supervising the work of one or more staff,
OR
- Secretarial duties and responsibilities consistently demanding confidentiality and discretion,
OR
- Responsibility for the smooth and efficient financial administration of a school employing more than ten (10) but less than 30 equivalent full-time teachers,
OR
- Responsibility for both secretarial and financial administration of a school office in a school of more than four (4) equivalent full-time teachers.

e) *Grade 4*

An Employee (Administration) Grade 4 will EITHER

- Be required to apply a high degree of administrative skill and subject to general policy directives, accept responsibility for the day-to-day management of the business affairs of the school. The School Assistant will be responsible for the maintenance of accurate and comprehensive financial information,
OR
- Accept commensurate responsibility for another specific administrative, secretarial, technical or management function.

S4.5.3 Curriculum Stream

a) *Junior*

An Employee (Curriculum) Junior will have duties as prescribed for

Grade 1. The performance of these duties will be subject to close supervision and direction.

b) *Grade 1*

An Employee (Curriculum) Grade 1 will, in association with a teacher or teachers, apply clerical, social, organisational and communication skills in support of any requirements of the School's curriculum.

c) *Grade 2*

An Employee (Curriculum) Grade 2 will, subject to teacher requirements and direction, provide para-professional support for teachers in the preparation and presentation of the curriculum programmes which may include the application of specialist skills in schools involved in special programmes. This support will include working closely with individual and small groups of children on pre-prepared and structured programmes.

d) *Grade 3*

An Employee (Curriculum) Grade 3 will apply skills and undertake responsibilities as required for Grade 2, but will, in addition, exercise advanced or specialised skills.

S4.5.4 Property Services Stream

a) *Junior*

An Employee (Property Services) Junior will have duties as prescribed for Grade 1. The performance of these duties will be subject to close supervision and direction.

b) *Grade 1*

An Employee (Property Services) Grade 1 will have little or no experience, and will exercise minimal discretion in the performance of the tasks required of this skill level. Employees will progress (subject to normal skill attainment) beyond this skill level within two years of employment.

Employee (Property Services) Grade 1 are responsible for the quality of their own work, and are subject to detailed instructions and direct supervision.

Indicative tasks that an Employee (Property Services) Grade 1 may perform are: general labouring and cleaning duties, assisting tradespersons, sweeping, raking leaves and general tidying duties, chipping or otherwise removing weeds, general gardening duties, washing and cleaning of tools, vehicles and equipment, moving furniture, driving School vehicles as licensed.

c) *Grade 2*

An Employee (Property Services) Grade 2 employees are capable of being responsible for the quality of their own work under routine supervision. Employees at this level will be capable of working effectively as individuals or within a team environment under routine supervision, and of exercising limited discretion and performing duties within the scope of their training and skills.

In addition to the tasks required of Employee (Property Services) Grade 1 employees, indicative tasks that a Grade 2 employee may perform are: operation and maintenance of motorised mowers (ride on included), use of electric/petrol and motorized hand tools, basic to semi-skilled grounds and gardening duties, cleaning, driving School

vehicles as licensed.

d) *Grade 3*

Employees at this level are capable of meeting all of the requirements of Grade 2.

In addition, Employees (Property Services) Grade 3 employees will hold recognised and relevant trade qualifications and licenses. These employees must be able to work responsibly and effectively on their own or in a team environment under periodic supervision and be capable of exercising discretion and performing duties within the scope of their training and skill.

Employees (Property Services) Grade 3 may be required to perform tasks associated with lower classification levels and will be responsible for ensuring that correct procedures are followed in line with the direction of management and shall have a sound knowledge of the organisation and operations of the School.