

# **The Hills Christian Community School Enterprise Agreement 2024**

## Table of Contents

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<b>PART 1 - APPLICATION AND OPERATION</b>	<b>4</b>
1. Title	4
2. Definitions and Interpretation	4
3. Term of the Agreement	5
4. Renegotiation	5
5. Coverage	5
6. Access to the Agreement and National Employment Standards	6
<b>PART 2 – ALL EMPLOYEES</b>	<b>7</b>
7. National Employment Standards	7
8. Provisions Providing Entitlements Superior to the NES	7
9. Long Service Leave	11
10. Special Events Leave	12
11. Flexibility	13
12. Consultation regarding major workplace change, regular rosters or ordinary hours of work	13
13. Consultative Committee	15
14. Dispute Resolution	16
15. Union Related Matters and Workplace Delegates Term	17
16. Anti-Discrimination	19
17. Method of Remuneration	20
18. Superannuation	20
19. Salary Packaging	20
20. Monetary Obligations	21
21. Professional Development	21
22. Work Health and Safety	22
23. Employee Assistance Program	22
24. Enterprise Agreement Employee Bargaining Representatives	22
25. Staff Fee Discount	22
26. Right to Disconnect	23
27. Transition to Retirement	23
<b>PART 3 – TEACHERS</b>	<b>24</b>
28. Definitions	24
29. Contract of Hiring	24
30. Workloads	27
31. Termination of Employment	27
32. Redundancy	29
33. Disciplinary Action	31
34. Employment outside the School	31
35. Meal break	31
36. Salary Rates and Allowances	32
37. Payroll deductions	32
38. Higher duties	32
39. Annual leave	32
40. Pro-rata payment of salary inclusive of annual leave	33
41. Annual leave loading	34
42. Staff absences	34
43. Co-Curricular/Extra-Curricular Activity	35
44. Exchanges and Secondments	35
<b>PART 4 – GENERAL STAFF</b>	<b>36</b>

45.	Definition	36
46.	Contract of Hiring	36
47.	Employment Categories	36
48	Termination of Employment	38
49.	Redundancy	40
50	Unsatisfactory Performance	42
51	Salaries	42
52	First Aid Allowance	43
53	Toileting Allowance	44
54	Attendance at School functions	44
55	Higher Duties	44
56	Reclassification and Role Review	44
57	Ordinary Hours of Work	45
58	Breaks	45
59	Overtime	46
60	Penalty Rates	46
61	Travel Time	46
62	Variations to Working Period	47
63	Annual Leave	47
64	Taking of annual leave	47
<b>PART 5 – SIGNATORIES</b>		<b>48</b>
<b>SCHEDULE 1 – SALARIES AND ALLOWANCES - TEACHERS</b>		<b>49</b>
<b>SCHEDULE 2 - CLASSIFICATION STRUCTURE - TEACHERS</b>		<b>50</b>
<b>SCHEDULE 3 – SALARIES AND ALLOWANCES - GENERAL STAFF</b>		<b>54</b>
<b>SCHEDULE 4 - CLASSIFICATION STRUCTURE - GENERAL STAFF</b>		<b>56</b>
<b>SCHEDULE 5 - CLASSIFICATION STRUCTURE – EARLY CHILDHOOD &amp;</b>		<b>74</b>
<b>OSHC WORKERS</b>		<b>74</b>

## PART 1 - APPLICATION AND OPERATION

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1. **Title**

This enterprise agreement will be known as The Hills Christian Community School Enterprise Agreement 2024.

2. **Definitions and Interpretation**

In this Agreement unless otherwise stated:

**Agreement** means *The Hills Christian Community School Agreement 2024*.

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

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

**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*.

**Industrial Matter** means a matter affecting or relating to the rights, privileges or duties of an employer or employers or an employee or employees, or the work to be done in employment, including all questions of what is right and fair in relation to an industrial matter having regard to the interests of the persons immediately concerned and of society as a whole.

**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 The Hills Christian Community 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 Pay Year** means the 12 months commencing on or about 25 January each year.

**School Term(s)** means the weeks in the school year that students are required to attend school as set out in the school calendar.

**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.

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

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

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

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

**3. Term of the Agreement**

3.1 This Agreement will operate from the date 7 days after the Agreement is approved by the Fair Work Commission (pursuant to section 54 of the Act) and has a nominal expiry date of 30 December 2027.

**4. Renegotiation**

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

**5. Coverage**

5.1 This Agreement will cover:

- (a) the School; and
- (b) all employees of the School who fall within the coverage of the *Educational Services (Teachers) Award 2020* or the *Educational Services (Schools) General Staff Award 2020*, excluding:
  - (i) Principal
  - (ii) Deputy Principal
  - (iii) Business Manager
  - (iv) ELC Director
  - (v) Members of a recognised religious teaching order and/or Ministers of Religion
  - (vi) Employees whose principal duties are Instructional Services, as defined in the General Staff Award including instrumental music tutors, choir masters and sports coaches and
  - (vii) Any other senior managerial non-teaching staff who are not classified within the Educational Services (Schools) General Staff Award 2020 classification structure and whose salary exceeds the salaries pertaining to that classification structure.

5.2 It is intended that the Independent Education Union of Australia Branch will give notice to the Fair Work Commission under section 183 of the Act that it wants this Agreement to cover it.

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

The School must ensure that copies of this Agreement and the NES are readily available to Employees either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

<https://www.fairwork.gov.au/employee-entitlements/national-employment-standards>

## **PART 2 – ALL EMPLOYEES**

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

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

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

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

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

#### **8.1 Parental Leave**

(a) The parental provisions of the NES are varied such that:

(i) 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.

(i) The rate of pay will be the amount that would otherwise be paid to the staff member plus any regular allowances payable to the Employee immediately before the commencement of leave (and specifically excludes penalties or other additional payments).

(ii) An Employee with at least 12 months' continuous service at the school will be entitled to 16 weeks' pay.

(iii) For the purposes of this clause, continuous service will comprise of full-time or part-time service, replacement or temporary service, but not

casual service. A period of child rearing leave is not counted as service for this purpose.

- (iv) 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.
- (ii) An Employee (other than a contract or casual employee) with at least 12 months (or in the case of a casual, the employee is a long term casual employee under section 67(2) of the Act), 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 of 10 School Days and an option of a further 4 weeks unpaid leave around the time of the child's birth or adoption. This leave need not necessarily be taken in one continuous period.
- (iii) Superannuation will be payable on the paid parental leave entitlements set out above.
- (iv) Any paid leave taken in accordance with clause 8.1(a)(1) will not count as service for any purpose.

## 8.2 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 in regard to the same child.
- (b) Child Rearing Leave is leave without pay and is available only for the care of pre-school aged children.
- (c) Employees must, not less than 10 weeks prior to the proposed start of Child Rearing Leave, give the School written notice of the dates on which they propose to start and finish the period of leave. Employees are not in breach of this requirement if in compelling circumstances they are required to become the primary care-giver of a child.

## 8.3 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) If an Employee is absent on personal/carer's leave for 3 or more consecutive days, the Employee is required to provide a medical certificate from a registered health practitioner to the Principal as soon as practicable on returning to work.
- (c) 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.
- (d) 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.



(e) Where an Employee produces a medical certificate which states that the Employee is suffering from one of the following diseases:

- Acquired immune deficiency syndrome
- Chicken pox
- Diphtheria
- Erysipelas
- Glandular fever
- Herpetic whitlow
- Infectious hepatitis
- Infectious mononucleosis
- Measles
- Meningitis
- Mumps
- Poliomyelitis
- Rubella
- Scarlet fever
- Staphylococcal infection
- Typhoid
- Whooping cough
- Cholera
- Small pox
- Yellow fever
- Malaria
- Tuberculosis
- Giardia
- Other diseases as the School may determine by notice to Employees following proof of the disease within the School and related activities.

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

(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.

#### 8.4 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 Principal's discretion for each occasion.

#### 8.5 Community Service Leave

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

#### 8.6 Special Leave

- (a) The School may, where reasonable cause exists grant to an Employee special leave with or without pay for any period and upon such conditions as are mutually agreed with the Employee.
- (b) Special leave granted is in addition to any other leave to which an Employee is entitled to under the Agreement or the NES.
- (c) Leave without pay will not be taken into account in calculating a period of service for any purpose nor for calculating long service leave. However, absence on leave will not break continuity of service.

#### 8.7 Redundancy Entitlements - Teachers

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

#### 8.8 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 staff with not more than 1 years' service.

#### 8.9 Casual employees

The entitlements in this clause 8 do not apply to casual employees, unless stated.

### 9. Long Service Leave

The provisions of the Long Service Act 1987 (South Australia) shall apply with the following exceptions:

#### 9.1 Entitlement

- (a) Subject to the Long Service Leave Act 1987, a staff member who has 10 years or more service is entitled to the following Long Service Leave –
  - (i) 13 weeks leave (pro rata for part time employees) in respect of the first 10 years of service; and
  - (ii) 1.3 weeks leave (pro rata for part time employees) in respect of each subsequent year of service.
- (b) A staff member who is entitled to Long Service Leave under subsection 9.1(a)(i), becomes entitled to a payment in lieu of the Long Service Leave or a part of the Long Service Leave if an individual agreement to that effect is made and recorded in writing and signed by the employer and the staff member after the entitlement to the leave accrues to the staff member.
- (c) Where the service of a staff member who is entitled to Long Service Leave is terminated, the staff member is entitled to a payment in lieu of Long Service Leave.
- (d) Subject to subsection 9.1(e), a staff member who has completed seven years' service (but less than 10 years' service) is, on termination of the staff member's service, entitled to a payment equal to the monetary equivalent of 1.3 weeks leave in respect of each completed year of service.
- (e) A staff member who has completed seven years' service (but less than 10 years' service) will be entitled to access their accrued long service leave entitlement and apply to take the leave in accordance with the School's leave policy and procedure. This policy does not form part of this agreement and may be amended from time to time.
- (f) A staff member is not entitled to a payment under subsection 9.1(d) if –
  - (i) The staff member's contract of service is terminated on the grounds of serious and wilful misconduct on the part of the staff member; or
  - (ii) The contract of service is unlawfully terminated by the staff member.
- (g) Where a staff member's service is terminated by the staff member's death, the staff member's entitlement under this section vests in his or her personal representative.
- (h) Where Long Service Leave has been taken by a staff member or a payment in lieu of Long Service Leave has been made to a staff member, the staff member's Long Service Leave entitlement is reduced accordingly.

An entitlement under this section only arises in respect of completed years of service.

## 9.2 Taking of Leave

- (a) The taking of Long Service Leave is subject to the recommendation of the Principal and the approval of the Board, but consultation will occur with employees.
- (b) Employees will be encouraged to take leave as soon as practical after it is due.
- (c) Up to 50% of the payment for leave due, can be commuted to a cash payment in lieu of actual leave, following agreement between the employer and employee.
- (d) Two term's notice for the taking of leave is required under normal circumstances, but this may be waived in exceptional situations.
- (e) Leave is to be taken in a minimum of five (5) week blocks with shorter periods of leave approved at the discretion of the Principal.
- (f) A staff member must not, while on Long Service Leave, engage in any other employment in place of the employment in relation to which the right to leave accrued.

## 10. **Special Events Leave**

10.1 An Employee is entitled to one (1) day paid leave per School year (during term days) for special, nonrecurring family events such as graduation ceremonies for self or family, moving house, significant international or interstate visitors, interstate events or other special family events as approved by the Principal.

- (a) Unless there are exceptional circumstances, an Employee is required to give a minimum of two (2) weeks' notice for any request for this Special Events Leave.
- (b) The leave is not cumulative and is available on a pro rata basis for part years and for part-time Employees.
- (c) 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 Events Leave.

**11. Flexibility**

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

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

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

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

11.3 The School must ensure that the individual flexibility arrangement:

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

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

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

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

**12. Consultation regarding major workplace change, regular rosters or ordinary hours of work**

Major workplace change

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.

12.1 The School must notify the relevant Employees and the Union of the decision to introduce the major change.

12.2 The Employees may appoint a representative for the purposes of the procedures in this clause.

If:

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

12.3 As soon as practicable after making its decision, the School must:

- (a) discuss with the Relevant Employees and offer in writing to discuss with the Union:
- (b) the introduction of the change; and
  - (i) the effect the change is likely to have on the Employees; and
  - (ii) measures the School is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (c) for the purposes of the discussion — provide, in writing, to the relevant Employees and the Union:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the Employees; and
  - (iii) any other matters likely to affect the Employees.

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

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

12.6 In this clause, significant effects include:

- (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.
- 12.7 Change to regular rosters or ordinary hours of work.
- 12.8 Where the School proposes to change an employee's regular roster or ordinary hours of work, the School must consult with the employee or employees affected and offer in writing, to discuss with the Union, if applicable, about the proposed change.
- 12.9 As soon as practicable after proposing to introduce the change, the School must:
- (a) discuss with the Relevant Employees and offer to discuss with the Union (in writing) the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the Relevant Employees and the Union:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the School reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the School reasonably believes are likely to affect the employees; and
    - (iv) 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).
- 12.10 The School is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 12.11 The School must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 13. Consultative Committee**
- 13.1 The purpose of the Committee is to consult on issues of mutual interest and/or concern.
- 13.2 The Consultative Committee will be comprised of Staff and Board representatives.
- 13.3 Representatives of staff (covered by this agreement) shall be elected by ballot of the total group of such employees.
- 13.4 The staff representatives of the Consultative Committee will call a meeting of staff to discuss issues of mutual concern each term.
- 13.5 Following 13.4 staff members of the Consultative Committee will meet with the School management to discuss issues of concern to staff.
- 13.6 Issues to be considered by the Consultative Committee may include (but are not limited to) the School's Teacher Workload agreement which does not form part of this enterprise agreement and may be amended from time to time.
- 13.7 Following 13.5 staff representatives of the Consultative Committee may convene a

meeting with Board representatives of the committee.

- 13.8 Board representatives of the Consultative Committee will report to Board and in return to the staff representative of the Consultative Committee.
- 13.9 The Committee should meet at least once per School term but may meet more frequently as considered necessary. Any member of the Committee may seek the convening of a meeting of the Committee.
- 13.10 Staff members of the Committee shall be provided with a reasonable opportunity to consult with the staff group about matters relevant to the Committee.
- 13.11 Consultative Committee members will be provided with two hours per term free from normal responsibilities to enable them to undertake Committee related functions.

#### 14. **Dispute Resolution**

14.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards; or
- (c) an industrial matter as defined in this Agreement

this clause sets out procedures to settle the dispute.

14.2 The Employer and Employee who is a party to the dispute may appoint a representative or a support person, for the purposes of the procedures in this clause.

14.3 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:

- (i) The employee will notify his or her Principal (or delegate) of the nature of the grievance and will request a meeting.
- (ii) The employee must notify the Principal, in writing, of the nature of the grievance and the remedy sought.
- (iii) The Principal will conduct a meeting with the aggrieved employee as soon as practicable, and where possible, not more than 7 days following the communication of the grievance.

(b) Stage 2:

- (i) If the matter is unresolved at Stage 1 the Principal will notify the Board of the dispute. The Board will consider the grievance and provide its position on the matter.

(c) Stage 3

- (i) If discussions at Stage 2 do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

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



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

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 14.5 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:
    - (i) the work is not safe; or
    - (ii) applicable work health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 14.6 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

## 15. **Union Related Matters and Workplace Delegates Term**

- 15.1 Subject to the *Fair Work Act 2009* (Cth):
- (a) the School must permit an Employee who is the School representative (Employee School Representative) of a registered union that is entitled to represent the industrial interests of any Employees to post notices on a common room notice board.
  - (b) The Employee School Representative will be permitted in working hours (other than timetabled teaching time unless mutually agreed) to meet with the Principal or Principal's delegate on union business. These meetings must take place at a time and place convenient to both parties.
- 15.2 The School agrees to release each Union representative each year for one day of paid training leave plus one day of paid leave to attend the Annual Representatives Conference.
- This clause in its entirety is to be read in conjunction with Chapter 3, Part 3-4 of the *Fair Work Act 2009* (Cth).

### 15.3 Workplace Delegates

A workplace delegate is a person appointed or elected, in accordance with the rules of the Union to be a delegate or representative for members of the Union who work in the School.

#### 15.3.1 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented 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 an award, enterprise agreement or policy of the School under which eligible employees are entitled to be represented and which concerns their industrial interests.

#### 15.3.2 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.

#### 15.3.3 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 by 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.

### **15.3.4 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.

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

## **16. Anti-Discrimination**

- 16.1 The School acknowledges that it is unlawful to discriminate directly or indirectly against an Employee covered by the Agreement because of, or for reasons including, the Employee's race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

- 16.2 However, a term of this Agreement does not discriminate against an Employee:
- (a) if the reason for the discrimination is the inherent requirements of the particular position concerned; or
  - (b) merely because it discriminates, in relation to employment of the Employee as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed:
    - (i) in good faith; and
    - (ii) to avoid injury to the religious susceptibilities of adherents of that religion or creed.

16.3 A term of this Agreement does not discriminate against an employee merely because it provides for wages for:

- (a) all junior Employees, or a class of junior Employees; or
- (b) all Employees with a disability, or a class of Employees with a disability; or
- (c) all Employees to whom training arrangements apply, or a class of Employees to whom training arrangements apply.

## 17. **Method of Remuneration**

17.1 All monies payable to Employees will be paid once each fortnight.

17.2 Payment will be made by direct transfer. An Employee has the right to nominate the financial institution and the account.

## 18. **Superannuation**

18.1 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.

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

18.3 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

18.4 Contributions will be paid monthly on behalf of all Employees for whom contributions are required to be made (or as specified by legislation).

## 19. **Salary Packaging**

19.1 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.

- 19.2 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; and
  - (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.
- 19.3 The written agreement referred to in clause 19.2 (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;
- 19.4 The Employee shall be afforded the opportunity to take advice on the detail of any proposed written agreement prior to its execution.

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.

## 20. **Monetary Obligations**

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

## 21. **Professional Development**

- 21.1 All staff are expected to participate in professional development. This will be determined according to the needs of children, staff experience and expertise and to participate in the School's programs.
- 21.2 The School will provide a minimum of four (4) student free days as paid professional development per year for teaching staff.
- 21.3 Management may determine the need for any further School closure for Professional Development.
- 21.4 Non-Teaching staff are to be provided paid professional development opportunities in negotiation with School management to a minimum of two (2) days per year for full-time employees and pro-rata for part-time employees. The School will provide a minimum of two (2) student free days as paid professional development per year for Non-Teaching Staff.
- 21.5 Reimbursement of cost associated with the undertaking of professional development will be available at the discretion of the Principal.

22. **Work Health and Safety**

22.1 The parties to this Agreement recognise that it is in the interests of both Employees and the School to create and maintain a safe work environment where the possibilities of injuries and work related illness is minimised.

22.2 The parties also recognise that safety education and programs will be fundamental to the achievement of these aims. Staff will be educated in the recognition of potential and actual workplace hazards and actively encourage to report towards the elimination of such hazards.

22.3 The School is responsible for ensuring that at least one (1) WHS Committee member has attended training at an approved course during a 3-year period. The training will assist that Committee member in the area(s) of accident prevention, risk management and other WHS matters.

23. **Employee Assistance Program**

23.1 The School will provide the necessary funds for its employees to access confidential counselling through Employee Assistance (ACCESS) Programs.

24. **Enterprise Agreement Employee Bargaining Representatives**

24.1 During the year of enterprise agreement negotiations, the School will provide two (2) employees who are appointed as bargaining representatives with two (2) full paid days in total during term time to prepare for negotiations.

24.2 The days will be negotiated between the School and the employee bargaining representatives.

24.3 Payment will be made at the Employee's current salary and their time will count as service.

25. **Staff Fee Discount**

25.1 Subject to this clause, a fee discount of 25% on the cost of tuition applies to the following employees who are employed by the School as at the date of the Fair Work Commission's approval of this enterprise agreement, and whose children are enrolled at the School:

- (a) All permanent full time and part time employees (with a minimum of 15 hours paid work per week);
- (b) All full time, part time or contract employees who have a contract for the full School year (with a minimum of 15 hours paid work per week); and
- (c) Temporary, replacement or casual employees, will be eligible for the discount at the end of the school year, based on a minimum of 15 hours worked per week over the 12-month School year period.

25.2 If the School requires an employee to attend meetings and other school commitments after school hours, employees are entitled to utilise the school's out of school hours' care service for the care of their children and will be provided with a discount as outlined in the Hills Christian Community School Staff Discount Policy which does not form part of this agreement and may be amended from time to time.

25.3 All new employees employed by the School after the approval date of this enterprise agreement will be entitled to a pro-rata (of the full time equivalent) of the fee discount.

25.4 Any employee whose employment with the School ceases will no longer be entitled to the fee discount in this clause.

26. **Right to Disconnect**

26.1 Employees have the right to disconnect in accordance with the *Employee Right to Disconnect Clause* of the *Teachers' Award* for teachers and the *General Staff Award* for general staff employees, as those provisions are amended from time to time.

26.2 The School and employees will comply with the Employee Right to Disconnect clause of the Awards as they are amended from time to time.

27. **Transition to Retirement**

27.1 An employee may wish to transition to retirement through a reduction in time or other flexible arrangements. An employee wishing to transition to retirement in such a manner is encouraged to discuss the matter with their Principal with the objective of establishing an agreed transition to retirement plan.

## PART 3 – TEACHERS

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### 28. Definitions

In this Part:

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

### 29. Contract of Hiring

#### 29.1 General Provisions

- (a) All Employees will be employed as permanent full-time, permanent part-time, replacement, temporary or casual Employees, subject to the provisions in clause 29.4 (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 for casual work subject to the conditions of clause 29.4(e) (Temporary Employees) except that the minimum hourly provisions of clause 29.4(f) (Casual Employees) may be disregarded. The Employee's remuneration for the extra work will be paid at the casual rate of the Employee's incremental step in the salary scale.
- (e) All appointments will be in accordance with the salary scale in Schedule 1 having regard to the qualifications, experience, duties and responsibilities of the Employee concerned.
- (f) All qualified teaching employment overseas (including casual, temporary and permanent) in a recognised primary or high school shall be counted as teaching service provided that the teaching service occurred in a country where the teacher education qualifications are recognised by the Teachers Registration Board for the purposes of registration.
- (g) 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.
- (h) On engagement the School may require an Employee to supply:
  - (i) documentary evidence of the Employee's experience and qualifications or other evidence satisfactory to the School as to the Employee's suitability to perform the duties the Employee would be required to undertake; and
  - (ii) a certificate from an approved legally qualified medical practitioner that the Employee is of sound health and free from any physical or mental health condition likely to impair the Employee's ability to perform the duties required.



The School must pay for the cost of obtaining the certificate. The Employee may choose the gender of the medical practitioner.

## 29.2 Probation

- (a) All appointments other than appointments to replacement, temporary, 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.

29.3 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 31.

## 29.4 Employment Categories

- (a) With the exception of probationary Employees, all Employees other than replacement, temporary or casual Employees will be deemed to be permanent.
- (b) Full-time Employees  
A full-time Employee is any Employee who is not part-time or casual.
- (c) Part-time Employees
  - (i) A part-time Employee is entitled to the benefits under this Agreement on a pro-rata basis. The pro-rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Employee from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Employee in the School, or in the case of an Employee in the School's Early Learning Centre/Pre-School, the Early Learning Centre/Pre-School. Each appointment will be expressed as a decimal fraction to two decimal points.
  - (ii) A part-time Employee can reasonably be expected to participate in all School related activities on those days or part days on which that Employee normally works at the School and such other times as are negotiated with the School.
  - (iii) If a part-time Employee is offered relief teaching in addition to their substantive part-time position those hours worked are to be paid in accordance with clauses 29.1(d) and 29.4(e) of this Agreement.
- (d) Replacement Employees
  - (i) A replacement Employee is one who is hired for a period mutually agreed between the School and the Employee.
  - (ii) 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.

- (iii) 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.
  - (iv) 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.
  - (v) 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.
  - (vi) 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.
  - (vii) Replacement Employees hired for less than a full school term are paid at the casual rate.
  - (viii) 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) Temporary Employees
- (i) An Employee may be hired on a temporary basis for a fixed period not exceeding two (2) years to:
    - fill an unforeseen vacancy pending filling of the position on a permanent basis;
    - fill a position established on a "trial" basis e.g. consequent upon experimental curriculum change;
    - undertake a specified task which has a limited period of operation;
    - fill a position sustained by specific purpose qualified funding provided by the Government;
    - provide additional teaching staff for temporary increase in enrolments at the School which occur after the commencement of the School Pay Year
  - (ii) 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.
  - (iii) If the required notice of termination is not given, the School must pay or the a sum equal to the salary difference between the period of notice actually given and the period of notice required.
  - (iv) 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.
  - (v) Temporary Employees hired for less than a full school term are paid at the casual rate.
  - (vi) Temporary Employees hired for a full school term or more must be paid at their appropriate incremental step with pro-rata entitlement to personal/carer's leave, annual leave and annual leave loading.

(f) Casual Employees

- (i) Casual employees cannot be reappointed to the same position or in the same capacity for longer than one continuous School term.

The engagement may be terminated by either party on the giving of one day's notice.

**30. Workloads**

30.1 For the purpose of this clause Non-Instructional Time (NIT) is:

- (a) the time during school hours allocated to teachers to enable them to undertake preparation of lessons, assessment of student work, report writing and curriculum development and similar duties; and
- (b) Is free from a requirement to supervise students

30.2 The minimum Non-Instructional Time provided to full time employees is five 45-minute lessons per term week, totalling 3.75 hours of which:

- (a) Two lessons of 45 minutes each (1.5 hours per week) can be directed by the School for team planning, Professional practice Review, ILP meetings, Inclusive Education Time or other duties;
- (b) Three lessons of 45 minutes each (2.25 hours per week) is self-directed and determined by the teacher.

30.3 In addition to clause 30.2, Secondary staff will also have an additional two lessons of NIT which can be allocated to relief cover.

30.4 Part-time staff are entitled to NIT on a pro-rata basis.

30.5 Other aspects of teacher workload will be negotiated as part of the local Teacher Workload Agreement, which does not form part of this enterprise agreement and may be amended from time to time.

**31. Termination of Employment**

31.1 Notice of Termination by School

- (a) In order to terminate the employment of an Employee, the School must give the Employee at least 6 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:
- dismissal for conduct that at common law justifies instant dismissal;
  - summary dismissal for serious misconduct.
  - replacement Employees;
  - temporary Employees;
  - 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.

#### 31.2 Notice of Termination by Employee

- (a) In order to terminate his or her employment an Employee must give the School at least 6 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.

#### 31.3 Termination due to incapacity

- (a) If, in the opinion of the School, an Employee who by reason of physical or mental incapacity is not or would not be able to:
- perform adequately the work genuinely and reasonably required for the employment or position in question;
  - perform the work without endangering him or herself or other persons; or
  - respond adequately to situations of emergency that should reasonably be anticipated in connection with the employment or position in question, and where a medical practitioner confirms that the incapacity is of a permanent nature, then the School may retire the Employee from his or her employment.
- (b) An Employee who fulfils the above provisions must, upon the request of the School, submit to a medical examination or examinations. Failure to attend the medical examination without reasonable cause will be deemed to be evidence of incapacity.
- (c) An Employee is entitled to use all personal/carer's leave credit before retirement under this clause.

#### 31.4 Statement of Service

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

#### 31.5 Payment on termination of employment

- (a) The School will pay an employee no later than seven days after the day on which employment is terminated, for wages and entitlements 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 *"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 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 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:
- (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.
- 32.4 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:
- (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.

- 32.5 Period of notice of termination on redundancy or partial redundancy
- (a) If the services of an Employee are to be terminated due to redundancy then the Employee must be given written notice that in one school term's time the position occupied by the Employee will be declared redundant or partially redundant.
  - (b) If the School fails to give notice of termination as required the School must pay to that Employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. If the School makes payment in lieu for all or any of the period of notice, then the period for which the payment is made will be treated as service for the purpose of calculating any service related entitlements of the Employee and will be deemed to be service with the School for the purposes of the Long Service Leave Act 1987.
  - (c) If alternative employment cannot be provided at the end of the one school term specified above, the School may terminate the employment of the Employee. The notice of termination must be in writing and must be accompanied by copies of all written endeavours to locate alternative employment.
- 32.6 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.

### 32.7 Redundancy pay

- (a) In addition to the period of notice prescribed for termination in clause 32.5, an Employee whose employment is terminated by reason of redundancy is entitled to the following amounts of redundancy pay in respect of a continuous period of service:  
12 weeks' salary plus 1 week's salary for each year or part year of continuous service with the School up to a maximum of 12 weeks. (Total maximum is 24 weeks.)
- (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.

### 32.8 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 32.5(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.

### 32.9 Partial redundancy

- (a) Where an Employee is transferred to lower paid duties by reason of redundancy, the Employee must be given one school term's notice and the School may, at the School's option, make payment instead of an amount equal to the difference between the former rate of salary and the new rate of salary for the number of weeks of notice still owing.
- (b) Where an Employee is given notice of partial redundancy, the Employee may within one month of receipt of such notice elect to declare the position wholly redundant in

which case all provisions of this clause in relation to total redundancy will apply.

Where partial redundancy is accepted by an Employee a pro-rata compensatory redundancy payment in accordance with clause 31.7 will be provided to the Employee at the date when the partial redundancy takes effect.

### 33. **Disciplinary Action**

#### 33.1 Summary dismissal

- (a) If an Employee:
- is guilty of serious misconduct;

the School may terminate the employment of the Employee without notice.

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

#### 33.2 Disciplinary action and dismissal in other circumstances

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

### 34. **Employment outside the School**

34.1 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.

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

### 35. **Meal break**

35.1 An Employee is entitled, each day, to a meal break between the hours of 11.00 am and 2.30 pm.

35.2 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.

35.3 The meal break will be continuous and free of disruption scheduled by the School.

The above provisions will not apply to an Employee who is absent from the School at the relevant time due to activities such as excursions or School camps.

35.4 This clause will not operate so as to prevent an Employee undertaking activities with students or staff on a voluntary basis.

**36. Salary Rates and Allowances**

36.1 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.

36.2 The salary increases applicable during this Agreement are 3.5% increase payable in the first pay period on or after 17 February 2025 and 3.5% increase in the first pay period on or after 14 February 2026.

36.3 The School will pay a percentage increase on 1 July 2027 that is equivalent to the Department for Education increase for 2027, as set out in the replacement agreement to the *South Australian School and Preschool Education Staff Enterprise Agreement 2024*. Should the increase not be known on 1 July 2027, the School will pay the increase and backpay the increase to 1 July 2027, within one month of the approval of the replacement agreement by the South Australian Employment Tribunal. Where the salary is paid fortnightly, each apportioned payment will be calculated as follows:

Fortnightly salary (\$) = Annual salary x 12/313 expressed to the nearest 10 cents

**36.4 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.

**36.5 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 4 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 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 36.5(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.

**37. Payroll deductions**

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

**38. 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.

**39. Annual leave**

**39.1 Period of leave**

(a) Annual leave is provided for in the NES. This clause supplements the NES.

(b) An Employee must take annual leave during non-Term weeks. Leave must be taken, in the case of an Employee whose employment with the School is continuing into the next School Pay Year, in the four-week period immediately following the final Term



Week of the current School Year (subject to clause 40.4), unless otherwise agreed with the School.

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

**40. Pro-rata payment of salary inclusive of annual leave**

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

40.2 The provisions of this clause will apply:

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

40.3 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.

40.4 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.

40.5 The formula in clause 40.3 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.

40.6 Termination of employment

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

40.7 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 40.5 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.

**40.8 Employees who take approved leave without pay**

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

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

40.9 If the Employee returns early from leave any payment under clause 40.8(a) will be taken into account in calculating the amount owed to the Employee at the end of the last Term Week in that year.

**41. Annual leave loading**

41.1 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.

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

[Weekly salary x 4 x 17.5%] x Term Weeks worked by the Employee in that School Year divided by Total Term Weeks in that School Year, up to a maximum of the average weekly earnings of all males in the Australian Bureau of Statistics report released in May in the school year in which the payment is made.

For example, in the case of an Employee with a weekly salary of \$1000 on termination of Employment (or at the end of the final Term Week in the School Year) who was employed at the School for 20 of the 38 Term Weeks in that School Year, the calculation will be as follows:

$$\begin{aligned} \$1000 \times 4 \times 17.5\% &= \$700 \\ \$700 \times 20/38 &= \$368.42. \end{aligned}$$

**42. Staff absences**

42.1 Where an Employee is absent and the absence is likely to be prolonged, the remaining Employees will not normally be required to carry out the duties of the absent Employee.

42.2 Where an Employee is absent due to attendance at School instigated activities such as conferences and School camps, the remaining Employees will not be required to carry out the duties of the absent Employee if this would involve them exceeding the normal teaching load at the School.

43. **Co-Curricular/Extra-Curricular Activity**

*“Curricular”* activities are those face to face contact time with students and include; instruction of an academic nature, organisational matters that occur on a daily basis, pastoral care of students.

*“Co curricular”* activities are professional activities undertaken as an essential adjunct to curricular activity and include; staff meetings, curriculum meetings, yard duty, professional development, parent/teacher interviews and phone calls, open days, sports days, start of year orientation, writing of reports, supervision at camps, class dinners, class social activities and staff committees.

*“Extra curricular”* activities are those activities of a sporting, cultural or hobby nature provided for the benefit of students who participate out of School hours on a voluntary basis.

*“Professional Development”* will be considered as those activities that staff pursue in order to improve their knowledge, skills and understanding, as it relates to their professional responsibilities.

43.1 The staff will be involved in co-curricular and extra-curricular activities. The allocation of extra-curricular activities will be done at the beginning of the School year through staff meeting procedures and by negotiation. Staff should aim to share these duties equitably amongst all teaching staff.

43.2 In addition to their normal duties the teachers will be involved in extra curricular and co-curricular activities. Also, teachers will be involved in parent/teacher nights, some functions arranged for the whole School community, both Worship Services and Parent General Meetings. Attendance at staff meetings and morning staff devotions, if held on a normal work day, is expected.

44. **Exchanges and Secondments**

44.1 The School will support teaching staff who wish to apply for exchanges or secondments of up to 12 months duration, within other Christian Schools. The purpose is to assist in an individual’s professional development and should be of benefit to Christian Schooling in general.

44.2 The granting of any request by a teacher to undertake such an exchange or secondment shall be at the discretion of the Board with advice given by the Principal.

## PART 4 – GENERAL STAFF

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### 45. Definition

In this Part:

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

### 46. Contract of Hiring

#### 46.1 General provisions

- (a) All Employees will be employed as full-time, part-time, or casual Employees, subject to the provisions in clause 45.
- (b) A new Employee may be employed for a probationary period not exceeding 3 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:
  - (i) the nature of employment (that is, permanent, replacement, temporary, fixed term or casual);
  - (ii) the classification level based on qualifications and experience in accordance with Schedules 5 and 6;
  - (iii) the salary applicable to the position;
  - (iv) the normal hours of work (weekly or over a four-week period);
  - (v) the number of ordinary hours per week and weeks per year; and
  - (vi) the duties which the Employee is expected to perform.
- (d) The conditions of employment outlined above in clause 46.1(c)(i), (iv) and (v) and cannot be altered except by mutual agreement between the School and the Employee or in accordance with the Redundancy clause contained in this Agreement.

### 47. Employment Categories

#### 47.1 Full-time Employees

- (a) A full-time Employee other than an Operational Services Employee is normally required to work 37.5 hours per week or an average of 37.5 hours per week in accordance with clause 57– Ordinary Hours of Work.
- (b) A full-time Operational Services Employee is normally required to work 38 hours per week or an average of 38 hours per week in accordance with clause 57 – Ordinary Hours of Work.

#### 47.2 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 divided by 37.5, except for an Operational Services

Employee, in which case a part-time Employee will be paid an hourly rate of the weekly rate for the Employee's classification be divided by 38.

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

#### 47.3 Fixed term Employees

Fixed term employees other than employees classified as school operational services or preschool/childcare services 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 temporary basis for a period not exceeding 12 months to:
  - (i) fill a position sustained by specific purpose qualified funding; or
  - (ii) temporarily increase the hours worked per week by a part-time Employee currently in the School's employment.

#### 47.4 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 other than an Employee classified as School operational services or preschool/childcare services, must not be appointed to the same position or in the same capacity for any continuous period longer than one school term.
- (c) A casual Employee will be engaged and paid for a minimum of 3 hours for each engagement except that a casual Employee classified as school operational services or preschool/childcare services whilst working in before or after school care services will be engaged and paid for a minimum of 2 hours for each engagement. A preschool/childcare services employee working in out of school hours care program may satisfy the two hour minimum by working one hour before school and one hour after school on the same day.
- (d) A casual Employee will be paid an hourly rate of the weekly rate for the Employee's classification plus a percentage of 25%.
- (e) A casual Employee must be paid fortnightly.

47.5 Offers and requests for conversion 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 and will transition to the employee choice pathway from February 2025.

**48 Termination of Employment**

48.1 Notice of Termination by School

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

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

In addition to the notice set out above, Employees over 45 years of age at the time of the giving of notice with not less than 2 years continuous service are entitled to additional notice of 1 week.

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.

The period of notice in this clause does not apply in the case of:

- dismissal for conduct that at common law justifies instant dismissal;
- casual Employees.

48.2 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.

48.3 Statement of Employment

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:

- the length of service;
- the number and range of duties performed;

- any promotion positions held; and
- any special and/or additional duties performed.

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.

#### 48.4 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.

#### 48.5 Notice of Termination by Employee

In order to terminate employment an Employee must give the School at least one week's notice in writing if their period of continuous service at the end of the day the notice is given is not more than one year, and otherwise the Employee must give at least 2 weeks' notice.

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.

The School may, where reasonable cause exists, reduce or waive the required period of notice.

#### 48.6 Termination Due to Incapacity

- (a) If, in the opinion of the School, an Employee who by reason of physical or mental incapacity is not or would not be able to:
  - perform adequately the normal duties genuinely and reasonably required of the Employee;
  - perform the work without endanger to him or herself or other persons; or
  - respond adequately to situations of emergency that should reasonably be anticipated in connection with the employment or position in question,
 and where a medical practitioner confirms that the incapacity is of a permanent nature, then the School may retire the Employee from his or her employment by giving the appropriate notice in writing.
- (b) An Employee who fulfils the above provisions must, upon the request of the School, and at the School's expense, submit to a medical examination or examinations. Failure to attend the medical examination without reasonable cause will be deemed to be evidence of incapacity.
- (c) An Employee is entitled to use all personal/carer's leave credit before retirement under this clause.

#### 48.7 Payment on termination of employment

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

## 49. Redundancy

### 49.1 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.

### 49.2 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 12, 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.

### 49.3 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.

### 49.4 Period of Notice of Termination on Redundancy

- (a) If, within 2 weeks of the notification in clause 49.3 alternative employment cannot



be provided for or gained by the Employee, then the School may terminate the employment of the Employee in accordance with the notice provisions of clause 48.

- (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

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).

#### 49.5 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.

#### 49.6 Redundancy Pay

- (a) Redundancy pay is provided for as follows:

<b>Period of continuous service</b>	<b>Severance pay</b>
1 but less than 2 yrs	4 weeks
2 but less than 3 yrs	6 weeks
3 but less than 4 yrs	7 weeks
4 but less than 5 yrs	8 weeks
5 but less than 6 yrs	10 weeks
6 but less than 7 yrs	11 weeks
7 but less than 8 yrs	13 weeks
8 but less than 9 yrs	14 weeks
9 or more	16 weeks

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.

- (b) 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.
- (c) 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.

#### 49.7 Written Notice

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

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

#### 49.8 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.

#### 49.9 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 from salaries and allowances the equivalent of up to one week's salary.

### 50 Unsatisfactory Performance

- 50.1 If an Employee is consistently negligent, inefficient, incompetent or uncooperative in the discharge of his or her duties, then the School must inform the Employee of the particulars in writing.
- 50.2 The written particulars will constitute notice to the Employee that unless within one calendar month the Employee rectifies the matters referred to in the particulars then the Employee may be dismissed upon the giving of the appropriate notice detailed in clause 48.

### 51 Salaries

- 51.1 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 – Salaries and Allowances – General Staff.
- 51.2 The salary increases applicable during this Agreement are 3.5% increase payable in the first pay period on or after 17 February 2025 and 3.5% increase in the first pay period on or after 14 February 2026. The School will pay a percentage increase on 1 July 2027 that is equivalent to the Department for Education increase for 2027, as set out in the replacement agreement to the *South Australian School and Preschool Education Staff Enterprise Agreement 2024*.

Should the increase not be known on 1 July 2027, the School will pay the increase and backpay the increase to 1 July 2027, within one month of the approval of the replacement agreement by the South Australian Employment Tribunal.

- 51.3 All salaries and allowances will be apportionable in time.
- 51.4 An Employee is entitled to progress to the next higher incremental step (if any) in the salary scale on the anniversary of appointment.
- 51.5 Salaries are payable in advance during annual leave periods.
- 51.6 The fortnightly salary will be 12/313 of the minimum annual salary calculated to the nearest 10 cents.
- 51.7 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 51.8.
- 51.8 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:

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

- 51.9 Operational employees' hours will be calculated using 38 hours work per week.
- 51.10 All Employees must be classified according to the structure set out in Schedule 4 - Classification Structure - General Staff. The School must advise an Employee in writing of their classification and of any changes to their classification.

## 52 First Aid Allowance

### 52.1 Application

An Employee who is designated by the School to perform first aid duty and who holds a current recognised senior first aid qualification will be paid an allowance equivalent to the allowance paid under the applicable modern award.

### 52.2 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.

### **53 Toileting Allowance**

This allowance is provided to staff (excluding ELC staff) who have been assigned to students in their predominant care on “toileting plans” and cannot be claimed in addition to the First Aid Allowance.

- (1) \$756 per annum from the full pay period on or after 1 May 2024
- (2) \$781 per annum from the full pay period on or after 1 May 2025
- (3) \$804 per annum from the full pay period on or after 1 May 2026

### **54 Attendance at School functions**

In addition to their normal duties, non-teaching staff will be expected to be involved in some functions as part of their normal duties and which are arranged for the whole School community including Worship Services and the Annual General Meeting. If attendance is required by the School at these functions employees will be paid at the employee’s casual rate of pay. Alternatively, the employee can select to take time off in lieu for attendance at compulsory events at a time agreed between the School and the employee.

### **55 Higher Duties**

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.

### **56 Reclassification and Role Review**

#### **56.1 Reclassification**

- (a) An Employee who has served in a classification for not less than one calendar year and is regularly called upon to perform a substantial volume of duties appropriate to a higher classification is entitled to request reclassification to a higher classification.
- (b) An Employee who is required to perform duties appropriate to a higher classification for a temporary period only will be dealt with according to clause 56.
- (c) Re-classification is not dependant on organisational vacancies but is subject to mutual agreement between the School and an Employee.
- (d) An application for re-classification must be:
  - in writing;
  - accompanied by a current agreed duty statement; and
  - detail the reasons for the request for re-classification.
- (e) When mutual agreement cannot be achieved or a period of 4 working weeks has elapsed without response from the School, then an assessment panel must be convened to determine the application.
- (f) The assessment panel will comprise:
  - a representative nominated by the School;
  - a representative nominated by the Employee applicant;

- a representative elected by staff of the School.
- (g) If the application is successful, the Employee must be placed on an incremental step in the salary range appropriate to the new classification.
- (h) The date of operation of a successful application must be no later than 3 months after the date of written application by the Employee.
- (i) 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 14.

#### 56.2 Role Review

as part of the School's annual review of support staff, or at another mutually agreed time, consultation will occur between the School and the Employee to ensure that their duty statement is accurate and conforms with the classification levels set out in Schedule 4.

### 57 Ordinary Hours of Work

57.1 Subject to this clause, except for an Operational Services Employee where it will be 38 hours per week, 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 47 (Employment Categories).

57.2 The ordinary hours of work in clause 56.1 may be averaged over a period of a fortnight.

57.3 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 57.3(b), 57.3(c) and 57.3(d), 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 Curriculum/education resources – outdoor education only, on any day from Monday to Saturday between 6.00 am and 6.00 pm.
- (c) For Preschool/Childcare/Out of School Hours Care Services Employees, on any day between 7.00am and 6.30pm unless the School and the Employee expressly agree to the contrary.
- (d) For School Operational Services Employees (construction, plumbing, carpentry, painting and other trades, cleaning, maintenance, school facilities manager or bus driving/non-trade vehicle maintenance), on any day from Monday to Friday between 6.00am and 6.00pm.

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.

### 58 Breaks

58.1 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.

58.2 The meal break will not count as time worked.

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

## **59 Overtime**

- 59.1 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.
- 59.2 For all other Employees, when work is performed outside of or in excess of ordinary hours (with prior written approval of the Principal or Business Manager), 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% for the first three hours and 100% thereafter;
  - (c) for time worked on a Saturday up to 12 noon, an additional 50%;
  - (d) for time worked on a Saturday after 12 noon or on a Sunday, an additional 100%;
  - (e) for time worked on a public holiday, an additional 150%.
- 59.3 Employees who are required by the School to attend School functions out of hours must be paid overtime in accordance with clause 59.2.
- An Employee may, at the Employee's or School's election, take time-in-lieu of work performed outside the Employee's normal hours or overtime. The time in lieu will attract the same penalty loadings as the overtime detailed in clause 59.2.
- 58.4 Part time non-teaching employees will be paid overtime rates for work performed in excess of eight hours per day.
- 58.5 Any accrued time off in lieu not taken will be payable on termination of employment.

## **60 Penalty Rates**

- 60.1 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:
  - (b) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
  - (c) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- 60.2 The penalty rates within this clause and in clause 59 —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.

## **61 Travel Time**

- 61.1 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.
- 61.2 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.

## **62 Variations to Working Period**

- 62.1 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.
- 62.2 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 at casual rates.
- 62.3 The additional casual work will not count as service for determining leave entitlements.

## **63 Annual Leave**

### **63.1 Entitlement to annual leave**

- (a) Annual leave is provided for in the NES. This clause supplements the NES provisions.
- (b) Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment.
- (c) The School may require an Employee to take their annual leave during non-term weeks.

### **63.2 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.

### **63.3 Payment for annual leave**

Payment for annual leave is included in the salary formula in clause 50.

### **63.4 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 in the last pay period prior to the commencement of the summer School vacation period.

## **64 Taking of annual leave**


- 61.1 By exception annual leave may be taken during a school term with the approval of the Business Manager.
- 61.2 Employees may apply to take the Office closure days between Christmas and New Years as unpaid Leave instead of paid annual leave.
- 61.3 Employees for whom this unpaid leave is approved, must take at least 20 days paid annual leave in the following calendar year.

**PART 5 – SIGNATORIES**


**Employer Representative**

Full Name: Anthony John Fickla  
Position: Principal  
Address: 251 Belair Rd  
Torrens Park 5062  
Signature: A. J. Fickla  
Date: 19/11/2024


**Witness**

Full Name: Kirby Louise Toma  
Occupation: Administration  
Address: 14-16 Onkaparinga Valley Rd  
VERDUN SA 5245  
Signature:   
Date: 19/11/2024


**Employee**

Full Name: Janet Fay Schoell  
Position: Office manager  
Address: 14-16 Onkaparinga  
Valley Rd Verdun 5245  
Signature:   
Date: 19/11/24

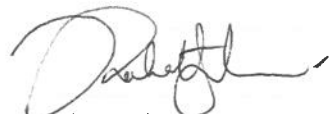
**Witness**

Full Name: Neroli Poole  
Occupation: Admin  
Address: 14 - 16 Onkaparinga Valley  
rd, Verdun  
Signature:   
Date: 19/11/24

**IEU Representative**

Full Name: TIM OOSTERBAAN  
Position: BRANCH SECRETARY  
Address: 213 CURRIE ST  
ADELAIDE SA 5000  
Signature:   
Date: 20-11-2024

**Witness**

Full Name: ROBERT SEALS  
Occupation: INDUSTRIAL OFFICER  
Address: 213 CURRIE ST  
ADELAIDE SA 5000  
Signature:   
Date: 20/11/2024



## SCHEDULE 1 – SALARIES AND ALLOWANCES - TEACHERS

Date	17 July 2023	17 February 2024	15 February 2025	14 February 2026
% increase		3.5%	3.5%	3.0%
<b>Band 1</b>				
Level 1	73,014	75,569	78,214	80,561
Level 2	77,629	80,346	83,158	85,653
Level 3	83,397	86,315	89,337	92,017
Level 4	87,574	90,639	93,811	96,626
Level 5	91,760	94,971	98,295	101,244
Level 6	95,938	99,296	102,771	105,854
Level 7	100,126	103,630	107,257	110,475
Level 8	104,303	107,953	111,732	115,084
Level 9	108,487	112,284	116,213	119,700
Level 10	112,525	116,463	120,540	124,156
AST	115,204	119,236	-	-
Highly Accomplished (HAT)	-	-	\$6,250	\$6,438
Lead			\$12,500	\$12,875
<b>Band 2</b>				
Level 1	3,720	3,850	3,985	4,104
Level 2	10,288	10,649	11,021	11,352
Level 3	16,861	17,452	18,062	18,604
Level 4	24,051	24,893	25,764	26,537

N.B. A further increase will be negotiated for July 2027 during the term of this agreement, being a percentage increase based on any finalised Department of Education (SA) pay increase at that time.

## **SCHEDULE 2 - CLASSIFICATION STRUCTURE - TEACHERS**

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

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

S2.1.1.1 An Employee who holds a qualification of less than 3 years training but has satisfied the statutory requirements to practise as a teacher in South Australia will be deemed to hold a 3 year trained qualification.

S2.1.2 Four year qualification means a Bachelor of Education Degree or other Degree which together with a post Graduate Diploma is recognised as equivalent by the Teachers Registration Board of South Australia. The qualification must have been awarded upon the successful completion of a prescribed academic course(s) of 4 years total duration.

S2.1.3 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 3 year qualification will be not less than the salary prescribed at incremental step 1 of the salary scale for band 1 Employees detailed in Schedule 1.

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

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

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

S2.2.6 On engagement, the School may require that the Employee provide documentary evidence of qualifications and teaching experience. If the School considers that the Employee has not provided satisfactory evidence, and advises the Employee in writing to this effect, then the School may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the School will not unreasonably refuse to recognise the qualifications or teaching experience of the 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.
- S2.3.3 Employees who hold a 3 year qualification will advance by annual increment to step 8 in the scale and subsequently to steps 9 and 10 by biennial increment.

### **S2.4 Highly Accomplished Teacher (HAT) and Lead Teacher (LT) Classification**

- S2.4.1 Teachers will be certified against the professional standards in which they operate.
- S2.4.2 This certification will enable classroom teachers to achieve a higher salary by staying in the classroom, rather than applying for promotion.
- S2.4.3 The School will recognise teachers who obtain certification for Highly Accomplished or Lead Teacher from the South Australian Teacher Certification Authority or its equivalent in other states and territories.
- S2.4.4 Teachers who hold a position of responsibility who meet the eligibility requirements for HAT and LT can apply. If certified, an individual with a position of responsibility at Band 2, Level 1 will retain their responsibility allowance in addition to the HAT or LT.
- S2.4.5 A teacher appointed to a Position of Responsibility at Band 2, Level 2 or above who is certified HAT or LT will receive an allowance for their Position of Responsibility or the HAT or LT allowance whichever is the greater
- S2.4.6 Allowances for HAT and LT will be paid pro rata for part-time employees.

### **S2.5 Band 2 Teachers**

- S2.5.1 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.
- S2.5.2 Band 2 Level 1 and Band 2 Level 2 teachers will be paid the allowance in Schedule 1 clause S1.2 in addition to their substantive Band 1 salary (including Advanced Skill Teacher salary if the Employee is so classified).

## **S2.6 Leadership Positions**

S2.6.1 Leadership position means any position filled for the time being by any teacher classified as Band 2.

### **S2.6.2 Prescribed Leadership Points**

S2.6.2.1 The School will appoint Employees to leadership positions in a secondary school in such numbers as to at least utilise prescribed leadership position points determined for the School. The leadership points will be calculated by multiplying the number of equivalent full time teaching staff (of all classifications) of the School by 1.5.

S2.6.2.2 The School will appoint employees to leadership positions in a primary school as in S2.6.2.1 above but the multiplier will be 1.0 in lieu of 1.5

S2.6.2.3 For the purposes of this clause a primary school will be deemed to be a section of the School which offers courses of instruction up to and including year 7 and a secondary school will be a section of the School which offers courses of instruction for students beyond year 7.

S2.6.2.4 Where the School is separated into different sections each section will be considered as a separate school and leadership points will be appointed in each section of the school according to the prescribed leadership position points determined by the number of equivalent full time teaching staff employed in that section of the school.

S2.6.2.5 Prescribed leadership points will be utilised as follows:

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

S2.6.2.6 Points will be expressed as integers only but where the prescribed leadership points are not divisible, then the total of prescribed leadership points will be increased by one to enable division.

S2.6.2.7 Prescribed leadership points will be calculated on the actual equivalent full time teaching staff (of all classifications) of the School as at the start of each school year.

### **S2.6.3 Tenure**

S2.6.3.1 Subject to other provisions of this Agreement the minimum period of tenure of Leadership Position appointments will be as follows:

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

S2.6.3.2 During the school term preceding the expiration of tenure an Employee may request an appraisal from the Principal. The Principal must provide details of the appraisal process. If an appraisal is requested then the Employee must be provided with a written summary of the findings.

S2.6.3.3 An Employee whose classification in a Leadership Position expires and who is not re- appointed will revert to the appropriate step on the Band 1 incremental scale.

S2.6.4 Simultaneous Appointments

S2.6.4.1 An Employee must not simultaneously be appointed to more than one Leadership Position.

S2.6.5 Duty Statements

S2.6.5.1 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**

<b>Date</b>	<b>17 July 2023</b>	<b>17 February 2024</b>	<b>15 February 2025</b>	<b>14 February 2026</b>
<b>% increase</b>		<b>3.5%</b>	<b>3.5%</b>	<b>3.5%</b>
<b><i>OSHC Assistant</i></b>				
1 <sup>st</sup> year of service	46,970	48,614	50,316	51,825
2 <sup>nd</sup> year of service	48,942	50,655	52,428	54,001
3 <sup>rd</sup> year of service	50,847	52,627	54,469	56,103
<b><i>Junior</i></b>				
Under 18 Years	43,671	45,199	46,781	48,185
18 years	47,306	48,962	50,676	52,196
19 years	51,344	53,141	55,001	56,651
20 years	55,838	57,793	59,815	61,610
<b><i>Level 1</i></b>				
1st year of service	57,710	59,729	61,820	63,675
2nd year of service	62,546	64,735	67,000	69,010
3rd year of service	65,808	68,111	70,495	72,610
4th year of service	67,432	69,793	72,235	74,402
<b><i>Level 2</i></b>				
1st year of service	68,337	70,729	73,205	75,401
2nd year of service	69,801	72,244	74,773	77,016
3rd year of service	71,324	73,820	76,404	78,696
<b><i>Level 3</i></b>				
1st year of service	73,376	75,944	78,602	80,960
2nd year of service	74,809	77,428	80,138	82,542
3rd year of service	76,859	79,550	82,334	84,804
<b><i>Level 4</i></b>				
1st year of service	80,433	83,248	86,162	88,747
2nd year of service	82,542	85,431	88,421	91,073
3rd year of service	84,652	87,615	90,682	93,402
<b><i>Level 5</i></b>				
1st year of service	86,250	89,268	92,393	95,165
2nd year of service	90,367	93,530	96,804	99,708
3rd year of service	96,377	99,750	103,241	106,338

<b>Level 6</b>				
1st year of service	99,347	102,824	106,423	109,615
2nd year of service	103,330	106,946	110,690	114,010
3rd year of service	107,175	110,927	114,809	118,253
<b>Level 7</b>				
1st year of service	109,319	113,145	117,105	120,618
2nd year of service	111,505	115,408	119,447	123,031
3rd year of service	113,735	117,716	121,836	125,491
<b>Level 8</b>				
1st year of service	116,011	120,071	124,274	128,002
2nd year of service	118,331	122,472	126,759	130,562
3rd year of service	120,697	124,922	129,294	113,173
First Aid Allowance	723	756	782	806
Toileting Allowance	-	756	782	806

N.B. A further increase will be negotiated for July 2027 during the term of this agreement, being a percentage increase based on any finalised Department of Education (SA) pay increase at that time.

## SCHEDULE 4 - CLASSIFICATION STRUCTURE - GENERAL STAFF

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### S4.1. DEFINITIONS

#### S4.1.1 Supervision

- S4.1.1.1. Close supervision:** clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
- S4.1.1.2. Routine supervision:** direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
- S4.1.1.3. General direction:** direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.
- S4.1.1.4. Broad direction:** direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives

#### S4.1.2. Qualifications

##### S4.1.2.1. Within the Australian Qualifications Framework:

- S4.1.2.1.1. Year 12:** Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.
- S4.1.2.1.2. Trade certificate:** Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.
- S4.1.2.1.3. Post-trade certificate:** A course of study over and above a trade certificate and less than a Certificate IV.
- S4.1.2.1.4. Certificates I and II:** Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
- S4.1.2.1.5. Certificate III:** A course that provides a range of well-developed skills and is comparable to a trade certificate.
- S4.1.2.1.6. Certificate IV:** A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.



- S4.1.2.1.7. Diploma:** A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.
- S4.1.2.1.8. Advanced diploma:** A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.
- S4.1.2.1.9. Degree:** A recognised degree from a higher education institution often completed in three or four years, and sometimes combined with a one year diploma.
- S4.1.2.2. Postgraduate degree:** A recognised postgraduate degree, over and above a degree as defined above.

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

#### **S4.1.3. Classification dimensions**

##### **S4.1.3.1. Competency**

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

##### **S4.1.3.2. Judgment, independence and problem solving**

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

##### **S4.1.3.3. Level of supervision**

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

##### **S4.1.3.4. Training level or qualifications**

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

##### **S4.1.3.5. Occupational equivalent**

Examples of occupations typically falling within each classification level.

##### **S4.1.3.6. Typical activities**

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

## **S4.2. CLASSIFICATIONS**

### **S4.2.1. Level 1**

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

#### **S4.2.1.1. Competency**

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

#### **S4.2.1.2. Judgment, independence and problem solving**

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

#### **S4.2.1.3. Level of supervision**

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

#### **S4.2.1.4. Training level or qualifications**

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

#### **S4.2.1.5. Typical activities**

##### **S4.2.1.5.1. Classroom support services grade 1**

- Providing general assistance of a supportive nature to teachers, as directed
- Assisting student learning, either individually or in groups, under the direct supervision of a higher level general employee or a teacher
- Assisting with the collection, preparation and distribution of classroom materials
- Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.
- Assisting teachers with the care of students on school excursions, sports days and other classroom activities
- *Occupational equivalent:* teacher aide/assistant, integration aide/assistant

#### **S4.2.1.5.2. School administration services grade 1**

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

#### **S4.2.1.5.3. School operational services grade 1**

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting in a school retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of school vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the employee's work
- Performing general laundry duties

- Performing general house assistant duties in a boarding house, such as cleaning
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the school
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
- *Occupational equivalent:* cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

#### **S4.2.2. Level 2**

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

##### **S4.2.2.1. Competency**

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

##### **S4.2.2.2. Judgment, independence and problem solving**

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

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

##### **S4.2.2.3. Level of supervision**

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

##### **S4.2.2.4. Training level or qualifications**

Level 2 duties typically require:

- a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- completion of Year 12 without work experience;
- completion of Certificates I or II with work related experience; or
- an equivalent combination of experience and training.

#### **S4.2.2.5. Typical activities**

##### **S4.2.2.5.1. Classroom support services grade 2**

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

##### **S4.2.2.5.2. Curriculum/resources services grade 1**

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials

- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

#### **S4.2.2.5.3 Wellbeing services grade 1**

- Providing first aid services, as the designated first aid officer in the school
- *Occupational equivalent:* first aid officer

#### **S4.2.2.5.4. School administration services grade 2**

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

#### **S4.2.2.5.5. School operational services grade 2**

- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- Undertaking general gardening tasks including the preparation and planting procedures
- Laundry duties requiring the application of limited discretion
- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision
- Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
- Driving a bus with a carrying capacity of 25 or more passengers
- *Occupational equivalent:* non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver

### **S4.2.3. Level 3**

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

#### **S4.2.3.1 Competency**

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

#### **S4.2.3.2. Judgment, independence and problem solving**

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

#### **S4.2.3.3. Level of supervision**

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

#### **S4.2.3.4. Training level or qualifications**

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

- completion of a trades certificate or Certificate III;
- completion of Year 12 or a Certificate II, with relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.
- Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

#### **S4.2.3.5. Typical activities**

##### **S4.2.3.5.1. Classroom support services grade 3**

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

##### **S4.2.3.5.2. Curriculum/resources services grade 2**

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference

- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with teachers)
- *Occupational equivalent:* library technician, laboratory technician, technology centre technician

#### **S4.2.3.5.3. School administration services grade 3**

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

#### **S4.2.3.5.4. School operational services grade 3**

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services



- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Responsibility for operating the school canteen, uniform shop or book shop, including supervision of employees and volunteers
- Cooking duties including a la carte cooking, baking, pastry cooking or butchery
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
- Responsibility for the security and basic maintenance of school property
- *Occupational equivalent:* tradesperson, retail function co-ordinator, security officer, caretaker

#### **S4.2.4. Level 4**

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

##### **S4.2.4.1. Competency**

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

##### **S4.2.4.2. Judgment, independence and problem solving**

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

##### **S4.2.4.3. Level of supervision**

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to

general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or coordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.

#### **S4.2.4.4. Training level or qualifications**

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

- completion of a diploma level qualification with relevant work related experience;
- completion of a Certificate IV with relevant work experience;
- completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- completion of a Certificate III with extensive relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

#### **S4.2.4.5. Typical activities**

##### **S4.2.4.5.1. Curriculum/resources services grade 3**

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

##### **S4.2.4.5.2. Wellbeing services grade 2**

- Providing support and guidance to students
- Providing welfare services to students
- *Occupational equivalent:* youth welfare officer

##### **S4.2.4.5.3. School administration services grade 4**

- Responsibility for the smooth and efficient financial administration of a small school
- Responsibility for both secretarial and financial administration of a school office in a small school
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level

- Planning and setting up spreadsheets and database applications
- Initiating and handling correspondence, which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
- *Occupational equivalent:* senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), principal's secretary, school development officer

#### **S4.2.4.5.4. School operational services grade 4**

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
- Deputising for the manager if absent, including undertaking all duties
- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
- *Occupational equivalent:* advanced tradesperson, head grounds person (medium or large school)

#### **S4.2.4.5.5. Instructional services grade 1**

- Instructing individual students as part of an extra-curricular instrumental music program
- Providing assistance in the training and coaching of individuals and teams in various sporting disciplines
- *Occupational equivalent:* instrumental music tutor, sports coach

### **S4.2.5. Level 5**

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

#### **S4.2.5.1. Competency**

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts.

Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

#### **S4.2.5.2. Judgment, independence and problem solving**

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

#### **S4.2.5.3. Level of supervision**

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

#### **S4.2.5.4. Training level or qualifications**

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

- completion of a degree without subsequent relevant work experience;
- completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- completion of a diploma qualification and at least two years' subsequent relevant work experience;
- completion of a Certificate IV and extensive relevant work experience;
- completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

#### **S4.2.5.5. Typical activities**

##### **S4.2.5.5.1. Curriculum/resources services grade 4**

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

##### **S4.2.5.5.2. School administration services grade 5**

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
- Providing designated support to senior management and associated committees concerning designated aspects of school management
- Overseeing the operations of the school's office and other administrative activities
- Ensuring deadlines and targets are met
- Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries

- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods
- *Occupational equivalent:* human resources officer, office supervisor (large school), school development officer

#### **S4.2.5.5.3. School operational services grade 5**

- Managing a range of functions
- *Occupational equivalent:* assistant property manager (large school), property manager (medium school)

#### **S4.2.5.5.4. Instructional services grade 2**

- Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program
- Coaching and trains sporting teams for external competition
- *Occupational equivalent:* music tutor, sports coach, trainer

### **S4.2.6. Level 6**

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

#### **S4.2.6.1. Competency**

Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.

Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.

Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.

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

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

#### **S4.2.6.2. Judgment, independence and problem solving**

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

#### **S4.2.6.3. Level of supervision**

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

#### **S4.2.6.4. Training level or qualifications**

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

- a degree with subsequent relevant experience;
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

#### **S4.2.6.5. Typical activities**

##### **S4.2.6.5.1. Wellbeing services grade 3**

- Performing guidance and counselling, within defined accountabilities
- Providing specialist health services and/or therapy services to students
- *Occupational equivalent:* psychologist, speech therapist, occupational therapist

##### **S4.2.6.5.2. Nursing services grade 1**

- Providing primary nursing care with its associated administrative responsibilities
- *Occupational equivalent:* school nurse

##### **S4.2.6.5.3. School administration services grade 6**

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

##### **S4.2.6.5.4. School operational services grade 6**

- Managing a range of functions
- *Occupational equivalent:* property manager

##### **S4.2.6.5.5. Instructional services grade 3**

- Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these
- Supervising other coaching staff and managing sporting facilities

- *Occupational equivalent:* choir master, conductor, head coach

#### **S4.2.7. Level 7**

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

##### **S4.2.7.1. Competency**

Within constraints set by management, employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.

An employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the employee may be a recognised authority in a specialised area.

##### **S4.2.7.2. Judgment, independence and problem solving**

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

##### **S4.2.7.3. Level of supervision**

Broad direction. May manage other employees including general employees.

##### **S4.2.7.4. Training level or qualifications**

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

- a degree with at least four years of subsequent relevant experience;
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training

##### **S4.2.7.5. Typical activities**

###### **S4.2.7.5.1. Wellbeing services grade 4**

- Managing counselling services with more than one psychologist under supervision
- *Occupational equivalent:* head of school counselling (small or medium school), senior therapist

###### **S4.2.7.5.2. Nursing services grade 2**

- Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties
- *Occupational equivalent:* school nurse

#### **S4.2.7.5.3. School administration services grade 7**

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies
- Providing financial advice to the principal or the business manager
- Managing the school's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (medium school)

#### **S4.2.8. Level 8**

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

##### **S4.2.8.1. Competency**

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

##### **S4.2.8.2. Judgment, independence and problem solving**

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

##### **S4.2.8.3. Level of supervision**

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

##### **S4.2.8.4. Training level or qualifications**

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

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

##### **S4.2.8.5. Typical activities**

###### **S4.2.8.5.1. Wellbeing services grade 5**

- Manages a counselling or multi-disciplinary service in a large school
- *Occupational equivalent:* manager of counselling services

###### **S4.2.8.5.2. Nursing services grade 3**

- Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing



care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other employees of the school's health service

- *Occupational equivalent:* nurse in charge

#### **S4.2.8.5.3. School administration services grade 8**

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
- Undertaking the role of an assistant bursar/business manager in a large school
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (large school), assistant bursar/business manager (large school)

## SCHEDULE 5 - CLASSIFICATION STRUCTURE – EARLY CHILDHOOD & OSHC WORKERS

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### S5.1. DEFINITIONS

#### S5.1.1. Supervision

- S5.1.1.1. Close supervision:** clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
- S5.1.1.2. Routine supervision:** direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
- S5.1.1.3. General direction:** direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.
- S5.1.1.4. Broad direction:** direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives

#### S5.1.2. Qualifications

- S5.1.2.1. Certificate III:** A course that provides a range of well-developed skills and is comparable to a trade certificate.
- S5.1.2.2. Certificate IV:** A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.
- S5.1.2.3. Diploma:** A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.
- S5.1.2.4. Advanced diploma:** A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.
- S5.1.2.5. Degree:** A recognised degree from a higher education institution often completed in three or four years, and sometimes combined with a one year diploma.
- S5.1.2.6. Postgraduate degree:** A recognised postgraduate degree, over and above a degree as defined above.

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

## **CLASSIFICATIONS:**

### **Early Childhood Learning (ELC) & OSHC – Grade 1**

Workers in this category require a minimum qualification of Certificate III and are either under close or routine supervision.

Educators in this category are paid at the equivalent rate as a Level 1 General School Staff as outlined in Schedule 3.

Some of the typical activities include:

- Learning and implementing the policies, procedures and routines and the requisite basic skills
- Establish relationships and interacting with children
- Attending to the physical, social and emotional needs of children on an individual or group basis
- Assisting in the development of good relations with families attending the facility
- Performing basic duties, including food preparation, cleaning or gardening
- *Occupational equivalent:* Childcare Assistant, Outside School Hours Care Assistant, Preschool Assistant, Kindergarten Assistant

### **Early Childhood Learning (ELC) – Grade 2**

Workers in this category require a minimum qualification of Certificate IV or higher and are either under routine or general supervision.

Educators in this category are paid at the equivalent rate as a Level 2 General School Staff as outlined in Schedule 3.

Some of the typical activities include:

- Assisting in the implementation of the children's program under supervision
- Assisting in the implementation of daily care routines
- Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
- Understanding and working according to the policies and procedures associated with the children's program
- Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee
- Demonstrating knowledge of hygienic handling of food and equipment
- Occupational equivalent: Childcare Assistant

### **Early Childhood Learning (ELC) & OSHC – Grade 3**

Workers in this category require a minimum qualification of Diploma or higher and are either under general supervision and possibly broad supervision in times of relieving a teachers absence for a short period of time.

Educators in this category are paid at the equivalent rate as a Level 3 General School Staff as outlined in Schedule 3.

Some of the typical activities include:

- Assisting in the preparation, implementation and evaluation of developmentally

appropriate programs for individual children or groups

- Responsibility for recording observations of individual children or groups for program planning purposes for qualified employees
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations
- Occupational equivalent: Childcare Educator, Before and After Schools Educator ELC, Vacation Care Educator, OSHC Assistant Director.

#### **OSHC Director – Grade 4**

Workers in this category require a minimum qualification of Diploma or higher and are under the broad direction of the School Principal and Business Manager.

Educators in this category are paid at the equivalent rate as a Level 4 General School Staff as outlined in Schedule 3.

Some of the typical activities include:

- Prepare, oversee and assess the implementation and evaluation of development of appropriate programs for individual children or groups
- Reporting to School Management.
- Preparing and completing accurately all relevant Regulatory Authorities Returns and Reports.
- Responsibility for recording or directing Teachers, Childcare Assistants & Educators observations of individual children or groups for program planning purposes for qualified employees
- Working or directing OSHC Assistants & Educators with individual children particular needs
- Directing untrained employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations

#### **Early Childhood Learning (ELC) – Teacher**

Workers in this category require a minimum qualification of Degree or higher in Teaching and are under the broad direction of the ELC Director.

Educators in this category are paid at the equivalent rate as Teaching Staff as outlined in Schedule 1.

Some of the typical activities include:

- Prepare, implement and evaluate of developmentally appropriate programs for individual children or groups
- Responsibility for recording or directing Childcare Assistants & Educators observations of individual children or groups for program planning purposes for qualified employees
- Working or directing Childcare Assistants & Educators with individual children particular needs

- Directing untrained employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations

### **Early Childhood Learning (ELC) – Teacher & Director**

Workers in this category require a minimum qualification of Degree or higher in Teaching and are under the broad direction of the School Principal.

Educators in this category are paid at the equivalent rate as Teaching Staff as outlined in Schedule 1 together with the Position of Responsibility loading of Band 2 Level 2.

Some of the typical activities include:

- Prepare, oversee and assess the implementation and evaluation of development of appropriate programs for individual children or groups
- Reporting to School Management and attending Management Meetings.
- Preparing and completing accurately all relevant Regulatory Authorities Returns and Reports.
- Responsibility for recording or directing Teachers, Childcare Assistants & Educators observations of individual children or groups for program planning purposes for qualified employees
- Working or directing Teachers, Childcare Assistants & Educators with individual children particular needs
- Directing untrained employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety and Work, Health and Safety regulations.