



KING'S BAPTIST
Grammar School

ENTERPRISE AGREEMENT 2024

SECTION 1: ADMINISTRATION

Clause: 1 Arrangement

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Clause 2: Title

This Enterprise Agreement shall be known as the King's Baptist Grammar School Enterprise Agreement 2024. The Agreement is made pursuant to the provisions of the *Fair Work Act 2009* (Commonwealth) and 7 days after the date of approval replaces and supersedes in its entirety the King's Baptist Grammar School Enterprise Agreement 2018.

Clause 3: Parties Bound

3.1 This Agreement is binding on:

3.1.1 King's Baptist Grammar School (the school)

3.1.2 Teacher **employees**

3.1.3 School Assistant **employees**

3.2 It is intended that the Independent Education Union of Australia will give notice to the Fair Work Commission under s.183 of the Fair Work Act that it wants this agreement to cover it.

3.3 Excluded from this Agreement are:

3.3.1 The **Principal** or Heads of Sub schools, however named, including a **Principal** of a section of the **School**.

3.3.2 Senior managerial non-teaching staff who are not classified within the **School Assistants** classification structure and whose salary exceeds the salaries pertaining to that classification structure.

3.3.3 A member of a recognised religious order and/or a Minister of Religion appointed in that capacity.

Clause 4: Terms of Agreement

This agreement operates from 7 days after the date of approval by the Fair Work Commission and will have a nominal expiry date of 31 July 2026.

Clause 5: Renegotiation

The parties to this Agreement agree to commence negotiations for a replacement or variation of this Agreement no later than 28 February 2026.

Clause 6: Definitions

In this Agreement, unless the contrary intention appears, the definitions in the Fair Work Act 2009 ('**Act**') apply to this Agreement. In relation to the National Employment Standards (NES) and the more favourable provisions relating to them in this Agreement, the definitions are as detailed in the '**Act**'.

Act means the *Fair Work Act 2009* (Cth).

Employee means a person employed at the school.

Employer means the employer within the meaning of the **Act**.

Highly Accomplished Teacher means a teacher who has met the requirements of the Australian Institute for Teaching and School Leadership to be certified as a highly accomplished teacher.

Immediate family or household member includes a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of the **employee** or of the **employee's** spouse or partner or a person demonstrated to the satisfaction

of the employer to be a person of significant relationship to the **employee**. A household member is any person who lives with the employee.

Lead Teacher means a teacher who has met the requirements of the Australian Institute for Teaching and School Leadership to be certified as a lead teacher.

NES means the National Employment Standards as contained in Sections 59 to 131 of the Fair Work **Act** 2009 (Cth).

Principal means the person appointed by the **School** to be in charge of the **School** (other than a pre-school) or a **Teacher** Acting in that capacity during the absence of the **Principal**.

School means King's Baptist Grammar School, registered with the Education Standards Board and includes a pre-school, kindergarten, child care centre or early learning centre which forms part of that **School** and which provides or offers to provide care and/or courses of instruction.

School Assistant means an **employee** who is not employed as a Teacher and who is not excluded from this Agreement by Clause 3.3.

School term means in relation to the first school term of any year a period which is deemed to commence on 1 February each year and to terminate on the day immediately preceding the first school day of the following school term. The second and subsequent school term follow the same format except that the last term in any school year is deemed to conclude on 31 December.

School year means the period of 12 months from the day **employees** are required to attend the school for the new educational year or the calendar year, as determined by the school, and includes term weeks and non-term weeks.

Service and **Continuous Service** have the meanings as detailed in Section 22 of the Act. In summary:

A period of **Service** by an **employee** with his or her employer is a period during which the **employee** is employed by the employer but does not include any period (an excluded period) that does not count as **Service** because of sub-section (2).

The following periods do not count as **Service**:

- Any period of unauthorised absence
- Any period of unpaid leave or unpaid un-authorised absence, other than a period of absence which is community service leave.
- Any period of unpaid parental leave except for paid partner leave.
- An excluded period does not break an **employee's Continuous Service** with his or her employer but does not count towards the length of the **employee's Continuous Service**.
- Where an **employee's Service** terminates but the **employee** returns to employment with the same employer (as specified in sub-clause 3.1) within 2 months of the date of termination, the **employee's Service** is deemed to be **Continuous** even though the intervening period between termination and returning to employment does not count towards the length of the **employee's Continuous Service**.

Teacher means a registered teacher employed as a teacher.

Term weeks means the weeks in the school 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 (in relation to **Teachers**) means the total years of teaching experience gained as a teacher in South Australian **Schools** or preschools or in comparable **Schools** outside South Australia including employment as a casual temporary or replacement **Teacher**.

SECTION 2: ALL EMPLOYEES

Clause 7: Workplace Consultation

- 7.1 The parties to this Agreement are committed to co-operation and consultation at the workplace as part of the climate and culture of King's Baptist Grammar School.
- 7.2 The consultative arrangements will be advisory in nature and any decisions remain the prerogative of the **Principal** of the **School**.
- 7.3 The consultative arrangements must not be used:
- 7.3.1 For personal issues, as an alternative to the grievance procedures in this Agreement.
 - 7.3.2 To impose conditions which are inferior to provisions in the National Employment Standards or in this Agreement.
- 7.4 The consultative arrangements will be used for consultation regarding teacher workload, new government, system and major local initiatives. The Employer agrees that an important part of change management relating to such initiatives is consultation with staff about the likely impact upon staff and appropriate resourcing to address this. The normal process of undertaking this consultation should be through the **School's** Consultative Committee or other relevant consultative mechanisms.
- 7.5 Structure:
- 7.5.1 The Consultative Committee at the School will meet at least once per school term unless the Committee, by majority, agrees to meet more or less often.
 - 7.5.2 The Consultative Committee will comprise members from the management of the School and representatives of staff.
 - 7.5.3 The **employee** representation will take into account the occupations of all **employees** covered by the Enterprise Agreement.
 - 7.5.4 The elected **Union** representative at King's Baptist Grammar School will automatically be a member of the Committee.
 - 7.5.5 The remaining **employee** representatives will be selected by ballot.
 - 7.5.6 The Chairperson of the Committee will alternate between a person nominated by the **employees** and a person nominated by the Principal or alternatively will be a person acceptable to both the Principal and the **employee** representatives.
 - 7.5.7 Notes of the meetings will be recorded and will be available to all staff.
 - 7.5.8 The role of the Consultative Committee will be to provide recommendations to the Principal on workplace matters.
 - 7.5.9 Recommendations should be reached by consensus where possible.
 - 7.5.10 Recommendations made by the Committee shall be promptly considered by the Principal who shall accept or reject (or submit for further consideration) the recommendation and so advise the Committee.
 - 7.5.11 If a recommendation of the Committee is accepted; it shall become a decision of the School and shall be promulgated as such to all staff. Any proposal to change the decision shall, in the first instance, be referred to the Consultative Committee and unless there exists an urgent and pressing necessity, shall not be changed until consultation has occurred.

Clause 8: Dispute Resolution

8.1 If a dispute relates to:

- 8.1.1 A matter arising under this Agreement; or
- 8.1.2 The National Employment Standards including the reasonableness of any decision made in relation to any National Employment Standard(s); or
- 8.1.3 An industrial matter which 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 interest of the persons immediately concerned and society as a whole.

This clause sets out procedures to settle the dispute.

8.2 An **employee** who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

8.3 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.

8.3.1 Stage 1:

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

8.3.2 Stage 2:

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

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

- 8.5 The Fair Work Commission may deal with the dispute in 2 stages:
- 8.5.1 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
- 8.5.2 If the Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Australia may then:
- i. Arbitrate the dispute; and
 - ii. Make a determination that is binding on the parties

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

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

- 8.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- 8.6.1 An **employee** must continue to perform his or her own 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
- 8.6.2 An **employee** must comply with a direction given by the employer to perform other available work at the same workplace, or another workplace unless:
- i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the **employee** to perform; or
 - iv. there are other reasonable grounds for the **employee** to refuse to comply with the direction.

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

Clause 9: Change and Consultation

- 9.1. The following provisions apply where:
- 9.1.1. The employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; or
- 9.1.2. Proposes to introduce a change to the regular roster or ordinary hours of work of **employees**.
- 9.2. For a major change referred to in clause 9.1 above, and where the change is likely to have a **significant effect** on employees, the employer must as soon as practicable notify in writing the relevant **employees** and the **Union** of the decision to introduce the major change.
- 9.2.1. **Significant effects** include:
- Termination of employment, including redundancy*,
 - Major changes in the composition, operation or size of the employer's workforce or in the skill required;

- The elimination or diminution of job opportunities, promotion opportunities or job tenure;
- The alteration of hours of work; or
- The need for retraining or transfer of **employees** to other work or locations and the restructuring of jobs.

Where this Agreement makes provision for alteration of any of these matters, an alteration may be deemed not to have **significant effect**.

9.3. The relevant **employees** may appoint a representative for the purposes of the procedures in this clause.

9.4. If:

9.4.1. A relevant **employee** appoints, or relevant **employees** appoint, a representative for the purposes of consultation; and

9.4.2. The **employee** or **employees** advise the employer of the identity of the representative

then the employer must recognise the representative.

9.5. As soon as practicable after making its decision, the employer must:

9.5.1. discuss with the relevant **employees** and the **Union** among other things:

- the introduction of the change; and
- the effect the change is likely to have on the **employees**; and
- measures the employer is taking to avert or mitigate the adverse effect of the change on the **employees**.

9.5.2. The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1.

9.5.3. For the purposes of these discussions, the employer must provide in writing to the relevant **employees** and the **Union**:

- all relevant information about the changes, including the nature of the changes proposed; and
- the expected effects of the changes on **employees** and any other matters likely to affect them.

9.5.4. The employer must give prompt consideration to matters raised by the **employees** and/or the **Union** in relation to the changes.

9.6. Redundancy

9.6.1. For a change referred to in clause 9.1.1 relating to redundancy*, where the decision may lead to termination of employment, the employer must discuss with the directly affected **employees** and the Independent Education Union of Australia.

- the reasons for the proposed terminations;
- measures to avoid or minimize the terminations;
- the criteria used for selections; and

- iv. measures to mitigate the adverse effects of any termination on the **employees** concerned.
- 9.6.2. For the purposes of such discussion the employer must as soon as practicable provide in writing to the **employees** concerned and the Independent Education Union, all relevant information about the proposed termination including:
- i. the reasons for the proposed terminations
 - ii. the number and categories of **employees** likely to be affected;
 - iii. the number of **employees** normally employed; and
 - iv. the period over which the terminations are likely to be carried out.

**Redundancy in this clause means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone or because of insolvency or bankruptcy of the employer and 'redundant' has a corresponding meaning.*

9.7. Change to regular roster or ordinary hours of work.

9.7.1. For a change referred to in clause 9.1.2:

- i. the employer must notify the relevant **employees** and the **Union** of the proposed change; and
- ii. sub-clauses 9.7.2 to 9.7.5 apply.

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

9.7.3. If:

- i. a relevant **employee** appoints, or relevant **employees** appoint, a representative for the purposes of consultation; and
- ii. the **employee** or **employees** advise the employer of the identity of the representative;

the employer must recognise the representative.

9.7.4. As soon as is practicable after proposing to introduce the change, the employer must:

- i. discuss with the relevant **employees** and the **Union** the introduction of the change: and

for the purposes of the discussion - provide to the relevant **employees** and the **Union**:

 - All relevant information about the change, including the nature of the change; and
 - Information about what the employer reasonably believes will be the effects of the change on the **employees**; and
 - Information about any other matters that the employer reasonably believes are likely to affect the **employees**; and
- ii. 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).

9.7.5. The employer must give prompt and genuine consideration to matters raised about the change by the relevant **employees** and/or the **Union**.

9.8. Relevant **employees** means the **employees** who may be affected by a major change referred to in clause 9.1.

9.9. The employer is not required to disclose confidential or commercially sensitive information to relevant **employees** who may be affected by a major change referred to in clause 9.1.

Clause 10: Individual Flexibility Arrangement

10.1. The employer and **employee** covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

10.1.1. The Agreement deals with 1 or more of the following matters:

- i. Remuneration packaging (salary sacrificing)
- ii. Arrangements about when work is performed
- iii. Overtime rates
- iv. Penalty rates
- v. Allowances
- vi. Leave loading

10.1.2. The arrangement meets the genuine needs of the employer and **employee** in relation to one or more of the matters mentioned in paragraph 10.1.1; and

10.1.3. The arrangement is genuinely agreed to by the employer and **employee**.

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

10.2.1. Are about permitted matters under Section 172 of the Fair Work Act 2009; and

10.2.2. Are not unlawful under Section 194 of the Fair Work Act 2009; and

10.2.3. Result in the **employee** being better off overall than the **employee** would be if no arrangement was made.

10.3. The employer must ensure that the individually flexibility arrangement:

10.3.1. Is in writing; and

10.3.2. Includes the name of the employer and **employee**; and

10.3.3. Is signed by the employer and **employee** and if the **employee** is under 18 years of age, signed by a parent or guardian of the **employee**; and

10.3.4. Includes details of:

- i. The terms of the enterprise agreement that will be varied by the arrangements; and
- ii. How the arrangements 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

10.3.5. States the day on which the arrangement commences.

- 10.4. Where the agreement relates to remuneration packaging (salary sacrificing) the written agreement must also specify:
- 10.4.1. The agreed amount of any non-salary item;
 - 10.4.2. The net impact on the take home salary;
 - 10.4.3. The liability for taxation obligations;
 - 10.4.4. The cost of administration expenses (if any);
 - 10.4.5. A recommendation that the **employee** takes independent financial advice prior to entering into any agreement.
- 10.5. The employer must give the **employee** a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.6. The employer or **employee** may terminate the individual flexibility arrangement:
- 10.6.1. By giving at least 14 days written notice to the other party to the arrangement; or
 - 10.6.2. If the employer and **employee** agree in writing at any time; or
 - 10.6.3. If it relates to remuneration packaging (salary sacrificing) if the **employee** elects in writing at any time.

Clause 11: Union Right of Entry and Recognition, and Employee Representation and Support

- 11.1. Union Access
- 11.1.1. The **Union** has a legitimate right to advise its members about all aspects of their working lives and to approach and communicate with **employees** who may not be members about issues and/or about becoming a member. This includes advice to **employee** members of Consultative Committees.
 - 11.1.2. **Employees** have a right to meet at the school without the Principal (or nominee) being present at a time that does not disrupt work.
 - 11.1.3. Where a **Union** officer wishes to exercise the right to access the workplace to meet and hold discussions with **employees** (who may or may not be members) or to investigate a reasonable suspicion that an **employee** at the workplace has been affected by an alleged contravention of a relevant workplace law or a relevant industrial instrument, the **Union** officer must do so in accordance with Part 3 to 4 of the Fair Work Act 2009. In summary (and without departing from all of the requirements of the Act) the **Union** official is required to:
 - i. Hold a valid entry permit and show that to the employer on request;
 - ii. Provide a valid entry notice at least 24 hours but no more than 14 days prior to access;
 - iii. Only attend the workplace during working hours (that is, when the School is normally accessible) and, where the purpose is to hold discussions, do so at meal times or other breaks;
 - iv. Conduct discussions in a particular room or area as advised by the employer which must be fit for the purpose of the meeting and which normally would be the staff room or for formal deliberative meetings, another appropriate room.

11.2. **Union** Communication

11.2.1. **Employees** and the **Union** are free to exchange information relative to industrial matters affecting the **employees'** rights, obligations and conditions of employment, WHS and other legitimate matters of interest.

11.2.2. To that end material circulated to **employees** via the postal system or by way of 'electronic' mail shall be passed on to the relevant **employee(s)** promptly. The **Union's** website will not be blocked or filtered by the employer.

11.2.3. Communications between **Union** and **employees** shall be treated as confidential and these communications between the **Union** and its members will *not* be unreasonably denied.

11.2.4. The employer shall permit the posting of **Union** notices in locations where they are likely to be accessed by staff.

11.3. Representation/Support of **Employees**

11.3.1. Any **employee** is entitled to be accompanied or represented by a **Union** representative (or other person) at any meeting which occurs between that **employee** and the Principal (or nominee, or other employer representative) where the subject of the meeting, or the meeting itself, could reasonably be expected to materially impact in a negative way upon the **employee's** employment or employment conditions.

11.3.2. At the time that any such meeting is arranged, the employer will inform the **employee** of their right to be accompanied/represented.

11.3.3. Any **employee** who is asked to attend a formal meeting with the employer will be given sufficient time between the advising of the meeting and the scheduled meeting to make arrangements.

11.3.4. The **employee** is to have explained, in writing, the purpose of the meeting and issues to be discussed so that they may seek advice about these in advance and discuss them with their representative.

11.4. **Union** Training

11.4.1. The **employee** will provide one day's paid leave per year to each **School's** accredited **Union** representative to undertake **Union** organized training for the purpose of development of skills and expertise for consultative committee participation and/or **employee** support.

11.4.2. In addition, the employer will provide one day's paid consultative committee training leave per **School** per year for each school which is required to form a consultative committee where the program for such training is undertaken by **Union**. This leave may be taken as two half days per **School**.

Clause 12: Anti-discrimination

12.1. The employer 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.

12.2. However, a term of an enterprise agreement does not discriminate against an **employee**:

- 12.2.1. If the reason for the discrimination is the inherent requirements of the particular position concerned; or
- 12.2.2. 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 doctrine, 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.
- 12.3. A term of an enterprise agreement does not discriminate against an **employee** merely because it provides wages for:
- 12.3.1. All junior *employees*, or a class of junior *employees*; or
- 12.3.2. All *employees* with a disability, or a class of *employees* with a disability; or
- 12.3.3. All *employees* to whom training arrangements apply, or a class of *employees* to whom training arrangements apply.

Clause 13: The National Employment Standards (NES)

- 13.1. The National Employment Standards (NES), which are detailed in Part 2-2 of the **Act** (sections 59-131) contain minimum standards relating to:
- Maximum weekly hours of work
 - Requests for Flexible working arrangements
 - Offers and requests to convert from casual to permanent employment
 - Parental leave and related entitlements
 - Annual leave
 - Personal/carer's leave and compassionate leave and paid family and domestic violence leave
 - Community service leave
 - Long Service Leave
 - Public holidays
 - Superannuation contributions
 - Notice of termination and redundancy pay
 - Fair Work Information Statement and Casual Employment Information Statement
- 13.2. Where this Agreement provides terms and conditions more favourable than the NES, those more favourable conditions apply. Where the Agreement is silent or where it could be argued the Agreement is inferior, the NES apply.
- 13.3. Some of the provisions summarised below are more favourable provisions than the NES and must be read in conjunction with and supplementary to the NES.
- 13.4. **Maximum weekly hours of work**
- 13.4.1. In accordance with the NES (Modern Awards may provide for averaging of hours of work) in section 63 of the **Act** and pursuant to the Educational Services

(Teachers) Award 2020, the 38 ordinary hours per week of a **Teacher** may be averaged over a 12 month period.

13.4.2. For a School Assistant employed in outdoor education the ordinary hours of work may be averaged over a period of up to 12 months.

13.5. Requests for flexible working arrangements

13.5.1. The parties to this Agreement recognise a need for **employees** to achieve a suitable balance between work and family responsibilities. The employers support the provision of flexible working arrangements where possible and practicable.

13.5.2. In relation to the NES (Requests for flexible working arrangements), section 65 (1) of the **Act** is qualified by the following:

Requests for flexible working arrangements are not restricted to caring for a child under school age or a child with a disability under 18 years but include caring for **immediate family or household members**.

13.6. Parental leave and related entitlements

13.6.1. An **employee** is entitled to 12 months of parental leave if:

1. The leave is associated with:
 - i. The birth of a child of the **employee** or the **employee's** spouse or partner; or
 - ii. The placement of a child with the **employee** for adoption; and
2. The **employee** has or will have a responsibility for the care of the child.
3. The birth of a child who is stillborn

13.6.2. In relation to eligibility for parental leave in section 67(1), an **employee** is not entitled to parental leave (other than unpaid pre-adoption leave) unless the **employee** has, or will have, completed at least 12 months of continuous **Service** with the employer detailed in this Agreement immediately before the date that applies under sub-section (3) of section 67 of the **Act**. In summary, the date that applies is:

1. If the leave is birth-related leave – the date of birth, or expected date of birth of the child; or
2. If the leave is adoption-related leave – the day of placement, or expected day of placement of the child;
3. For an **employee** taking a period of parental leave that is to start within 12 months after the birth or placement of the child (under section 71(6) of the **Act**) – the date on which the **employee's** period of leave is to start; or
4. For a member of an **employee** couple taking a period of parental leave that is to start after the period of parental leave (under section 72(3)(b) or section 72(4)(b) of the **Act**) of the other member of the couple – the date on which the **employee's** period of leave is to start.

13.6.3. Notice and evidence requirements

1. An **employee** must give his or her employer written notice of the taking of parental leave.

2. The notice must be given to the employer:
 - i. At least 10 weeks before starting the leave; or
 - ii. If that is not possible – as soon as practicable (which may be after the leave has started).
3. The notice must specify the intended start and end dates of the leave

Change of intended start and end dates

4. At least 4 weeks before the intended start date specified in the notice given under clause 13.6.3, the **employee** must advise the employer of any changes to the intended start and end dates of the leave unless it is not possible to do so.

Evidence

5. An **employee** who has given his or her employer notice of the taking of parental leave must give the employer medical evidence or, in the case of parental (adoption-related) leave, other evidence that would satisfy a reasonable person:
 - i. If the leave is birth-related leave – of the date of birth, or the expected date of birth, of the child; or
 - ii. If the leave is adoption-related – of the day of the placement or the expected day of placement of the child.

Compliance

6. An **employee** is not entitled to take parental leave under this clause unless the **employee** complies with the above sections.

13.6.4. Parental (adoption) leave

1. In relation to the NES (the period of leave: other than for members of an **employee** couple who each intend to take leave) section 71 (5) of the **Act** is qualified by the following:

If the leave is adoption-related leave, the period of leave may start prior to the day of placement of the child but the **employee** must give the employer evidence that would satisfy a reasonable person of the impending adoption.

2. Paid parental (adoption) leave

- i. The parental leave provisions of the NES are amended to provide that, for those **employees** taking leave after the date of operation of this Agreement, 16 weeks of the parental leave will be paid parental (adoption) leave
- ii. Paid parental (adoption) leave is provided to support and assist families with the costs associated with the adoption of a child and to recognize the impact of the adoption on the parent's careers.
- iii. Paid parental (adoption) leave will be taken into account for the purpose of calculating holiday pay, annual leave, leave loading, long service leave, personal/carer leave entitlements or incremental progression.
- iv. Paid parental (adoption) leave will be available at the time of placement of the child and payment is only available to one parent.

- v. Application for paid parental (adoption) leave must be submitted in writing to the Principal.
 - vi. The rate of payment of paid parental (adoption) leave will be calculated using the **employee's** permanent fraction of time plus any regular allowances payable immediately before commencing the parental leave.
 - vii. Employer superannuation contributions will be made on payments of paid parental leave.
3. In relation to the NES (unpaid pre-adoption leave) section 85 (1) of the **Act** is qualified by the following:
- i. Unpaid pre-adoption leave is not restricted to 2 days. It is available for the purpose of obtaining custody of a child overseas or for attending interviews, workshops or examinations relating to the adoption of the child.

13.6.5. Parental (maternity) leave

1. Paid parental (maternity) leave

- i. The parental leave provisions of the NES are amended to provide that, for those female **employees** taking leave after the date of operation of this Agreement, 16 weeks of the parental leave will be paid parental (maternity) leave.
- ii. Paid parental (maternity) leave is provided to support and assist women with the costs of confinement and recuperation associated with the birth of a child and to recognise the impact of the confinement on women's careers.
- iii. Paid parental (maternity) leave is payable where the pregnancy ends within 16 weeks of the expected date of birth of the child otherwise than by the birth or survival of a living child. However if the **employee** returns to work before the expiration of 16 weeks, to avoid any double counting, the payment of paid parental leave will be deemed to be payment for the work undertaken until the paid parental leave expires.
- iv. Paid parental (maternity) leave will be taken into account for the purpose of calculating holiday pay, annual leave loading, long service leave, personal/carer's leave entitlements or incremental progression.
- v. Application for paid parental (maternity) leave must be submitted in writing to the Principal.
- vi. The rate of payment of paid parental (maternity) leave will be calculated by using the **employee's** permanent fraction of time plus any regular allowances payable immediately before commencing the parental leave.
- vii. Employer superannuation contributions will be made on payments of paid parental (maternity) leave.
- viii. An employer may, by not less than 14 days' notice in writing to the **employee**, require the **employee** to commence parental (maternity) leave at any time within 6 weeks immediately prior to the expected date of birth unless the **employee** provides the employer with a medical certificate confirming fitness for work closer to the expected date of birth.

13.6.6. Parental (partner) leave

2. Paid parental (partner) leave

- i. In accordance with the Paid Parental Leave Act 2010, Dads and/or partners may be entitled to government funded paid leave. The School will top up *employees'* salaries for up to a two (2) week period to their substantive rate. This leave need not necessarily be taken in one continuous period.
- ii. Paid parental (partner) leave is provided to support and assist families around the time (that is 3 weeks either side) of the child's birth or adoption.
- iii. Paid parental (partner) leave remains payable where the pregnancy ends within 16 weeks of the expected date of birth of the child other than by the birth of or survival of a living child.
- iv. Holiday pay, annual leave, leave loading, long service leave and personal/carer's leave entitlements will accrue on paid parental (partner) leave.
- v. Application for paid parental (partner) leave must be submitted in writing to the Principal.
- vi. The rate of payment of paid parental (partner) leave will be calculated using the partner *employee's* permanent fraction of time plus any regular allowances payable immediately before commencing the concurrent parental leave.
- vii. Employer superannuation contributions will be made on payments of paid parental (partner) leave.

13.6.7. Paid parental leave and non-permanent (fixed term) employees e.g.: replacement and temporary employees.

1. Where the *employee* has completed 12 months of Continuous Service as detailed above in Clause 13.6.2, paid parental leave(adoption/maternity/partner) will be payable in the following circumstances:
 - i. If the duration of the appointment covers the period of paid leave, payment will be made in full.
 - ii. If the duration of the appointment covers part of the period of the paid leave, the paid parental leave will be paid until the end of the appointment.
 - iii. If the duration of the appointment ends prior to the commencement of leave, paid parental leave does not apply.
2. The rate of payment of paid parental leave for an *employee* with a fixed term contract (i.e. replacement or temporary appointment) will be the *employee's* permanent fraction (if any, including any allowances) plus the *employee's* replacement or temporary fraction/(s) of time for the period of paid leave, subject to sub-clause 13.6.7 above.

13.6.8. Extended parental leave

1. An *employee* who takes parental leave is entitled to an extension of parental leave for a further period of up to 12 months immediately following the end of parental leave.
2. This leave will be known as extended parental leave; it cannot exceed 12 months and is unpaid leave.

3. The request for extended parental leave must be in writing and must be given to the employer at least 4 weeks before the end of the initial parental leave period (unless compelling circumstances prevent this in which case as much notice as possible should be given).
4. The request must specify the intended end date of the extended parental leave.

13.6.9. **Invitation to *employees* on extended leave to attend staff Professional Development/Training sessions.**

The employer will invite *employees* who are on extended leave to attend staff professional development/training sessions. These sessions are voluntary for staff on extended leave and therefore *employees* will not be paid if they attend. However, the employer will pay for the cost of the professional development/training.

13.6.10. **Further periods of Paid Parenting Leave**

1. An *employee* is entitled to further periods of paid parenting leave if they have returned to work for a minimum of 12 months prior to taking the leave.
2. If the *employee* returns to their substantive position, the entitlement is 16 weeks at the substantive rate.
3. If the *employee* returns to work at a reduced fraction of time, then the entitlement is 16 week's pay at the FTE that was worked for the 12 months immediately prior to taking the leave.

13.6.11. **Return to work guarantee**

1. On returning to work after finishing parental leave or extended parental leave, an *employee* is entitled to return to the position the *employee* held immediately before starting leave. However,
2. If the *employee* was temporarily acting in, or performing the duties of a fixed term position (which has since expired) immediately before starting any of the periods of leave above, the entitlement under this sub-clause relates to the *employee's* permanent position: and
3. If the former position no longer exists, the *employee* is entitled to an available position for which the *employee* is qualified and suited nearest in status and remuneration to the former position.

13.6.12. **Breast feeding facilities**

Upon request by an *employee*, an employer will use their best endeavours to provide suitable breast feeding facilities at the **School**.

13.6.13. **Interaction with other paid or unpaid leave**

An *employee* may, in conjunction with parental leave, take any other kind of paid leave to which he or she may be entitled.

13.6.14. **Foster Carers Leave**

Foster carers leave will be as negotiated on a case by case basis, as per provision in Clause 20 Special Leave.

13.7. Annual Leave

13.7.1 A **Teacher** may take annual leave re-credited in accordance with the NES (because, for instance the teacher qualified for paid personal/carer's leave during the annual leave period) only during non-term weeks as directed by the employer.

13.7.2 Teachers – Annual Leave

1. Annual leave must be taken during non-term weeks.
2. Teachers who complete a full year's teaching in any school year will be entitled to paid leave during non-term weeks and 4 weeks' annual leave during the Christmas non-term weeks' period concluding on the day prior to the commencement date for Teachers for the new school year but subject to the provisions of Appendix D.
3. The payment for Teacher's leave is calculated on the basis of 1 week's pay corresponding to the fraction of time and classification worked for each completed term or pro rata payment for part terms completed.
4. Teachers who complete a full school year of teaching but who are not returning to the same school must be paid up to 31 January of the following year.
5. A Teacher taking up a new appointment at King's Baptist Grammar School but not transferring from another school shall be paid for all days worked prior to 1 February.

13.7.3 School Assistants – Annual Leave

1. School Assistants are entitled to 4 weeks' annual leave in accordance with the NES.
2. Annual leave must normally be taken during non-term weeks unless the employer agrees that it may be taken at another time.
3. Payment for annual leave is included in the salary formula as detailed in Appendix B.

13.7.4 Annual Leave Loading

1. All *employees* (other than casual *employees*) are entitled to payment of annual leave loading.
2. Annual leave loading must be paid on the pay day which contains payments for the last working day of the last term of the school year.
3. The amount of annual leave loading for a full-time **employee** is calculated as follows:

Annual salary (as at time payment is made) X 4 X 6/313 X 0.175

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

4. The amount of annual leave loading for a part-time **employee** or for an **employee** who completes only part of the school year will be the pro rata fraction of the full-time equivalent amount.

13.8 Personal/carer's Leave and Compassionate Leave

13.8.1 Personal/carer's leave and compassionate leave are available in accordance with the NES. These entitlements are summarised below. Conditions more favourable than the NES are also detailed below.

13.8.2 The leave is available for:

Personal/carer's leave

1. To assist *employees* with a personal illness; or
2. To assist *employees* to care for or support an **Immediate family or household member** who is suffering a personal illness or injury or is affected by an unexpected emergency; or

Compassionate leave

3. To assist *employees* when a member of their **Immediate family or household:**
 - i. contracts or develops a personal illness that poses a serious threat to his or her life; or
 - ii. sustains a personal injury that poses a serious threat to his or her life; or
 - iii. dies; or
 - iv. a child is stillborn where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - v. the employee, or the employee's spouse or defacto partner, has a miscarriage.

13.8.3 Where requested by the employer, the **employee** must provide medical verification or other verification (which may include a Statutory Declaration) that would satisfy a reasonable person that the leave is taken for the reasons specified in the NES.

13.8.4 An **employee** must give his or her employer notice of the taking of personal/carer's or compassionate leave. The notice must be given to the employer as soon as practicable; and must advise the employer of the period, or expected period, of the leave.

Compliance

An **employee's** absence from his or her employment is not covered by the above provisions unless the **employee** complies with the above provisions.

13.8.5 Personal/carer's leave

1. For each year of **Service** an **employee** is entitled to 10 days of paid personal/carer's leave according to the **employee's** hours of work with pro rata entitlements for part-time *employees*.
2. An **employee's** entitlement to personal/carer's leave accumulates from year to year.
3. An **employee** receives his or her entitlement for the first year of **Service** in advance upon commencement.

4. In the succeeding years of **Continuous service** an **employee** receives their entitlement in advance for the next year of **Service**.
5. An **employee** who is on long service leave is entitled to take personal/carer's leave providing the **employee** has sufficient personal/carer's leave credit and produces a medical certificate covering the period of illness.
6. An **employee** who is absent on paid personal/carer's 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**.
7. A **Teacher's** personal/carer's leave may be debited against the **Teacher's** entitlement in half day units or in hours where practicable.
8. Full-time **School Assistants** personal/carer's leave may be converted to 75 hours and debited against their entitlement in hours.
9. Part-time **School Assistants** are entitled to receive annually a pro-rata fraction of full-time entitlements as follows.

Hours worked per week/37.5 X week's worked/48 X 75

13.8.6 Compassionate leave

1. An **employee** is entitled to 2 days of paid compassionate leave for each occasion (**a permissible occasion**) detailed in clause 13.8.2 (3) above.
2. This leave is a separate paid entitlement from personal/carer's leave and compassionate leave is NOT deducted from personal/carer's leave entitlements.
3. An **employee** may take compassionate leave for a particular permissible occasion as:
 1. a single continuous two day period; or
 2. two separate periods of one day each; or
 3. any single periods to which the employer and **employee** agree.
4. If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury affecting an **employee's immediate family or household member**, the **employee** may take the compassionate leave for that occasion at any time while the illness or injury persists.

NOTE: the notice and evidence requirements detailed above in clauses 13.8.3 and 13.8.4 must be complied with

5. If an **employee**, other than a casual **employee**, takes a period of compassionate leave, the employer must pay the **employee** at the **employee's** usual rate of pay, for the **employee's** ordinary hours of work in the period.
6. Where additional compassionate leave is requested by the **employee**, unpaid compassionate leave will be granted.
7. For casual **employees**, all compassionate leave is unpaid leave.

13.9 Community Service leave

Entitlement to be absent from employment for engaging in **eligible community service Activity**.

13.9.1 An **employee** who engages in an **eligible community service activity** is entitled to be absent from his or her employment for a period of unpaid leave (except for jury service which is paid leave) if the period consists of one or more of the following:

1. time when the **employee** engages in the activity;
2. reasonable travelling time associated with the activity;
3. reasonable rest time immediately following the activity; and
4. unless the activity is jury service – the **employee's** absence is reasonable in all of the circumstances.

13.9.2 Meaning of **eligible community service activity**

1. Each of the following is an **eligible community service activity**:
 - i. jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - ii. a **voluntary emergency management activity** (see below); or
 - iii. military service leave.

13.9.3 **Voluntary emergency management activities**

An **employee** engages in a **voluntary emergency management activity** if, and only if:

1. The **employee** engages in an activity that involves dealing with an emergency or natural disaster; and
2. The **employee** engages in the activity on a voluntary basis (whether or not the **employee** directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity; and
3. The **employee** is a member of, or has a member-like association with, a **recognized emergency management body**; and
4. Either:
 - i. The **employee** was requested by or on behalf of the body to engage in the activity; or
 - ii. No such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

13.9.4 A **recognised emergency management body** is

1. A body, or a part of a body, that has a role or function under a plan that is for coping with emergencies and/or disasters; and is prepared by the Commonwealth, a State or a Territory; or
2. A fire-fighting, civil defence or rescue body, or part of such a body; or

3. Any other body, or part of a body, a substantial purpose of which involves securing the safety of persons or animals in an emergency or natural disaster; protecting property in an emergency or natural disaster; or otherwise responding to an emergency or natural disaster;

but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose of entitling one or more *employees* to be absent from their employment under this clause.

13.9.5 Notice and evidence requirements

Notice

1. An **employee** who wants an absence from his or her employment for the purpose of community service must give his or her employer notice of the absence.
2. The notice must be given to the employer as soon as practicable and must advise the employer of the period, or expected period, of the absence.

Evidence

3. An **employee** who has given his or her employer notice of absence must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the **employee** has been or will be engaging in an eligible community service activity.

Compliance

An **employee's** absence from his or her employment is not covered by the above provisions unless the **employee** complies with the above provisions.

13.9.6 Jury Service

Payment to an **employee** (other than casuals) on jury service

1. Subject to the provisions detailed below, the employer must pay the **employee** at the **employee's** usual rate of pay and for the duration of the required jury service for the ordinary time the **employee** would have worked had the **employee** not been on jury service.

Evidence

The employer may require the **employee** to give the employer evidence that would satisfy a reasonable person:

- i. That the **employee** has taken all necessary steps to obtain any amount of jury service pay to which the **employee** is entitled; and
- ii. Of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the **employee** for the period.

If, in accordance with the sub-clause above, the employer requires the **employee** to give the employer the evidence referred in that sub-clause:

- a. The **employee** is not entitled to payment under the sub-clause unless the **employee** provides the evidence; and
- b. If the **employee** provides the evidence, the amount payable to the **employee** is reduced by the total amount of jury service pay that has been paid, or is payable, to the **employee**, as disclosed in the evidence.

13.9.7 Military service leave

An **employee** who is a member of the Australian Military Reserve or other Australian Military Forces will be granted leave without pay for the purpose of attending any compulsory camp or posting.

13.10 Public holidays

13.10.1 Full-time **Teachers** (except for casual **Teachers** and those subject to clause 13.10.2 below) are entitled without loss of pay to all of the following public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Adelaide Cup Day, King's Birthday, Labour Day, Christmas Eve (7.00pm to midnight), Christmas Day, Proclamation Day, New Year's Eve (7.00pm to midnight) and any other days which by *Act* of Parliament or by Proclamation, may be created a public holiday or may be substituted for the holiday.

13.10.2 If the **Teacher** does not have ordinary hours of work on the public holiday, the teacher is not entitled to payment for the public holiday; that is where it involves a part-time **Teacher** whose part-time hours do not include the day of the week on which the public holiday occurs.

13.10.3 On public holidays as listed above in sub-clause 13.10.1 **School Assistants** who would usually work on that day are entitled to a day off with pay.

Casual **School Assistants** and part-time **School Assistants** who do not normally work on the day on which the public holiday falls, do not receive payment.

13.10.4 Where a public holiday falls on a day which the **School Assistant** normally works and within the period of annual leave, the period of annual leave will be increased by one day for each public holiday.

13.11 Notice of termination and redundancy pay

13.11.1 Notice of termination

The employer must not terminate an **employee's** employment unless the employer has given the **employee** written notice of the day of the termination (which cannot be before the day the notice is given).

The employer must not terminate the **employee's** employment unless:

1. The time between giving the notice and the day of the termination is at least the period detailed below; or
2. The **employee** has paid to the **employee** payment in lieu of notice of at least the amount the employer would have been liable to pay to the **employee** at the full rate of pay for the hours the **employee** would have worked had the employment continued until the end of the minimum period of notice.

13.11.2 Termination due to incapacity

If, in the opinion of the employer, an **employee**, who by reason of physical or mental incapacity, is not or would not be able to:

1. Perform adequately the work genuinely and reasonably required for the employment or position in question; OR

2. Perform the work without endangering himself or herself or other persons;
OR
3. Respond adequately to situations of emergency that should reasonably be anticipated in connection with the employment or position in question;

AND

4. An **employee** who fulfils the above provisions must, upon the request of the employer, submit to a medical examination or examinations. Where a medical practitioner confirms that the incapacity is of a permanent nature, then the employer may retire the **employee** from his or her employment by giving the appropriate notice in writing.

Failure to attend the medical examination without reasonable cause will be deemed to be evidence of incapacity.

An **employee** is entitled to use all personal/carer's leave credit before retirement under this clause.

This clause cannot be invoked if the **employee's** absence due to physical or mental incapacity is less than 3 months in duration.

13.11.3 Redundancy

Where the employer has made a definite decision that the employer no longer wishes the job the **employees** have been doing done by anyone and that decision may lead to termination of employment or partial redundancy, the employer must follow the Change and Consultation clause (clause 9).

13.11.4 Teachers – Notice of termination by the employer

In order to terminate the employment of a permanent Teacher (including a **Teacher** on probation), the employer must give the **Teacher** 8 weeks' notice in writing or payment in lieu.

1. However, in circumstances where a **Teacher** is to be made redundant, the employer must give the **Teacher** 12 weeks' notice in writing or payment in lieu.
2. The period of notice detailed above does not apply in the case of:
 - i. Dismissal for conduct that at common law justifies instant dismissal;
 - ii. Summary dismissal for serious misconduct;;
 - iii. Replacement, temporary or casual Teachers (see provisions relating to these classifications).
3. Payment in lieu of notice must be made if the appropriate notice period is not given.
4. If the employer fails to give notice of termination as required the employer must pay to the **employee** the ordinary rate of pay for a period being the difference between the notice given and that required to be given. If the employer makes payment in lieu for all or any of the period of notice, then the period for which the payment is made shall be treated as **Service** for the purpose of calculating any **Service** related entitlements of the **employee** and shall be deemed to be **Service** with the employer for the purposes of long service leave.

5. During the period of notice, and in circumstances where a **Teacher** is to be made redundant, the employer must attempt to provide for the continuing employment of the **Teacher** by granting reasonable paid leave of absence to the teacher for the purpose of seeking alternative employment.
6. A **Teacher** whose employment is terminated on account of redundancy may terminate his or her employment during the notice period by the giving of at least 1 weeks' notice in writing. Where this occurs, the **Teacher** is entitled to be paid salary up to the date of termination plus the redundancy pay and leave entitlements.
7. Where a **Teacher** whose position has been made redundant accepts an offer of alternative employment by the employer the rate of pay for which is less than the rate of pay for the former position, the **Teacher** is entitled to the same period of notice as detailed above for a redundancy or payment in lieu 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. The **Teacher** is also entitled to the appropriate pro rata severance payment for the partial redundancy.

13.11.5 Teachers – Notice of termination by the employee

1. In order to terminate employment a permanent **Teacher** must give the employer at least 6 weeks' notice in writing.
2. This provision does not apply to replacement, temporary or casual **Teachers** (see provisions relating to these classifications).
3. The employer may, where reasonable cause exists, reduce or waive the required period of notice.
4. The fourth school term concludes on 31 December and notice must be given at least 6 weeks prior to that date to fulfil the notice provisions.
5. 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.
6. When a **Teacher** who has completed a full year's teaching tenders his or her resignation to be effective at any time after the commencement of the Christmas vacation period, the resignation date will be deemed to be 31 January.

13.11.6 School Assistants Notice of termination by the employer

1. In order to terminate the employment of a permanent **employee** (including an **employee** on probation) the employer must give the **employee** the following notice in writing:

Period of continuous service	Period of notice
Not more than 3 years	at least 2 weeks
More than 3 years but not more than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

In addition, the period is increased by 1 week if the **employee** is over 45 years old and has completed at least 2 years of **Continuous service** with the employer at the end of the notice period.

When notice of termination is given on account of the introduction or proposed introduction of technological change, the employer must give not less than 3 months' notice of termination.

2. Payment in lieu of notice must be made if the appropriate notice period is not given.
3. If the employer fails to give notice of termination as required the employer must pay to the **employee** the ordinary rate of pay for a period being the difference between the notice given and that required to be given. If an employer makes payment in lieu for all or any of the period of notice, then the period for which the payment is made shall be treated as **Service** for the purpose of calculating any **Service** related entitlements of the **employee** and shall be deemed to be **Service** with the employer for the purpose of long service leave.
4. The period of notice detailed above does not apply in the case of:
 - Dismissal for conduct that at common law justifies instant dismissal;
 - Summary dismissal for serious misconduct;
 - Replacement, temporary and casual **employees** (see provisions relating to these classifications);
 - An **employee** to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.
5. Where the employer has given notice of termination to an **employee**, the **employee** is entitled to reasonable paid leave of absence 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 employer.
6. Where the employer terminates the employment of an **employee**, the employer must provide, at the **employee's** request, a written statement specifying:
 - the length of Service,
 - the number and range of duties performed;
 - any promotion positions held;
 - any special and/or additional duties performed.
 - At a casual **employee's** request, the employer must provide a statement which specifies the number of days undertaken by the **employee** during the period of employment of the **employee**
7. Where the employer has given notice of termination to an **employee** and in circumstances where an **employee** is to be made redundant, the employer must, as soon as practicable, but prior to the termination of the **employee's** employment, give to the **employee** written notice detailing the following:
 - the date and time of the proposed termination of employment;

- details of the monetary entitlements of the **employee** upon the termination of 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 employer, including time off without loss of pay to seek other employment, or to arrange training or retraining for future employment;
 - and advice as to **employee** entitlements if the **employee** terminates their employment during the period of notice.
8. During the period of notice and in circumstances where an **employee** is to be made redundant, the employer must attempt to provide for the continuing employment of the **employee** by granting reasonable paid leave of absence to the **employee** for the purpose of seeking alternative employment.
 9. An **employee** whose employment is terminated on account of redundancy may terminate his or her employment during the notice period by the giving of at least 1 weeks' notice in writing. Where this occurs, the **employee** is entitled to be paid salary up to the date of termination plus the redundancy payment and leave entitlements.
 10. Where an **employee** whose position has been made redundant accepts an offer of alternative employment by the employer 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 as detailed above for a redundancy or payment in lieu 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. The **employee** is also entitled to the appropriate pro rata severance payment for the partial redundancy.

13.11.7 School Assistants – Notice of termination by **employee**

In order to terminate employment, a **School Assistant** must give the employer at least 2 weeks' notice in writing.

1. The employer may, where reasonable cause exists, reduce or waive the required period of notice.
2. This period of notice does not apply to casual **employees**.
3. 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.

13.11.8 Redundancy pay

An **employee** is entitled to be paid redundancy pay by the employer if the **employee's** employment is terminated:

1. At the employer's initiative because the employer no longer requires the job done by the **employee** to be done by anyone; or
2. because of insolvency or bankruptcy of the employer.

13.11.9 Teachers redundancy pay

A **Teacher** is entitled to the following amounts of redundancy pay in respect of a period of **Continuous service** with the employer:

1. 12 weeks' salary plus 1 week's salary for each year or part year of **Continuous service** with the employer up to a maximum of 12 weeks (Total maximum is 24 weeks' redundancy pay).

Note: section 121(1) of the Act in so far as it provides that **employees** with a period of continuous service of less than 12 months are not entitled to redundancy pay, does not apply to Teachers.
2. The redundancy pay with all leave and leave loading entitlements must be paid in a lump sum on the last working day of employment.
3. The **Teacher** must be provided with a statement detailing how the monetary entitlements were calculated.
4. The Teacher must be provided with a statement of **Service** which includes the reason for the termination of employment and the length of **Service**.
5. Where a **Teacher** is given notice of a partial redundancy, the teacher may within one month of receipt of such notice, elect to declare the position wholly redundant in which case the provisions relating to a total redundancy will apply.
6. Where a partial redundancy is accepted by a **Teacher**, a pro-rata redundancy payment (based on the difference in weekly pay between the former position and the new position) is payable in accordance with the formula detailed above and paid at the date when the partial redundancy takes effect.

13.11.10 School Assistants

The amount of redundancy pay equals the total amount payable to the **employee** for the redundancy pay period worked out using the following table at the **employee's** usual rate of pay for his or her ordinary hours of work.

Employee's period of continuous service with the employer on termination	Redundancy pay period
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

1. For the **employees** with less than 1 year's **Continuous service**, the employer is obliged to give the **employees** an indication of the impending redundancy at the first reasonable opportunity, and to take reasonable steps to facilitate the obtaining by such **employees** of suitable alternative employment.
2. The redundancy pay with all leave and leave loading entitlements must be paid in a lump sum on the last working day of employment.

3. The **employee** must be provided with a statement detailing how the monetary entitlements were calculated.
4. The employer must take all reasonable steps to provide opportunities for retraining and educating the **employee** or **employees** in the new skills and techniques to maximise employment opportunities in the industry.
5. Where an employer has given notice of termination to an **employee**, the **employee** is entitled to reasonable paid leave of absence 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 employer.
6. Where an employer terminates the employment of an **employee**, the employer must provide, at the **employee's** request, a written statement specifying:
 - The length of Service
 - The number and range of duties performed;
 - Any promotion positions held;
 - Any special and/or additional duties performed.
7. Where an **employee** is given notice of a partial redundancy, the **employee** may within one month of receipt of such notice, elect to declare the position wholly redundant in which case the provisions relating to a total redundancy will apply.
8. Where a partial redundancy is accepted by an **employee**, a pro-rata redundancy payment (based on the difference in weekly pay between the former position and the new position) is payable in accordance with the formula above and paid at the date when the partial redundancy takes effect.

13.12 Fair Work Information statement and Casual Employment Information Statement

- 13.12.1 The employer must give each **employee** the Fair Work Information Statement and Casual Employment Information Statement (where applicable) before, or as soon as practicable after, the **employee** starts employment.
- 13.12.2 Where an **employee** is employed more than once in a 12 month period the employer is not required to give the **employee** the Fair Work Information Statement or Casual Employment Information Statement more than once in any 12 months.

13.13 Long Service Leave

- 13.13.1 The Long Service Leave Act (SA) 1987 provides minimum entitlements in relation to long service leave for all **employees**.
- 13.13.2 **Employees** become eligible to apply for long service after 7 complete years of Continuous service but normally it is expected that long service leave will be taken in multiples of a term.
- 13.13.3 Notwithstanding sub-clause 13.13.2 above, an **employee** may apply to take long service leave in multiples of a week and for a minimum period of one calendar week providing that the **employee** has sufficient long service leave available.

13.13.4 Where possible and practical but subject to the needs of the School, the employer will approve the taking of leave for periods of less than a term.

13.13.5 Where a request for leave is refused, written reasons will be provided to the **employee**.

Clause 14: Deferred Salary Scheme – Teachers (Sabbatical Leave)

Teachers may apply to have additional leave and their salary payments deferred in accordance with the provisions of this clause 14.

14.1. Eligibility

- a) Teachers who have been employed by the School for a minimum of two (2) years of continuous service.
- b) Full-time and part-time teachers are eligible to apply.
- c) The decision by the School to approve an application will be based on the needs and requirements of the School. Full reasons for not approving the application will be provided in writing to the applicant by the School.
- d) Once the School has approved an application under this clause, the School cannot withdraw from the arrangement.

14.2. Period of Leave

- a) The period of leave will be for twelve (12) months, from 1 February to 31 January of the subsequent year.
- b) Participants will not be able to return to a position at the same School during a 12 month leave period.
- c) Should employment as a teacher be pursued within a School covered by this Agreement, the teacher may undertake relief or contract work.
- d) The year of leave (the fifth year or tenth year, as agreed) will be considered as leave without pay and will not be taken into account in calculating the period of service for any purpose nor for calculating long service leave. However, absence on leave will not break continuity of service.
- e) A participant may defer the taking of leave under this clause by agreement with the School. The payment of salary arrangements shall continue unless there is agreement to suspend contributions, as provided by clause 14.4.

14.3. Payment of Salary

- a) The additional leave is funded by the teacher who defers the payment of salary by reducing his or her normal annual wage or salary by 20% and taking the additional leave in the fifth year. Alternatively, the teacher can elect to reduce his or her normal salary by 10% and take the additional leave in the tenth year. The teacher continues to work the normal agreed hours.
- b) During the four-year (or nine-year) accrual period, participants in the scheme receive 80% (or 90%) of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a teacher's normal fortnightly salary plus any associated teaching allowances.
- c) In the fifth year (or tenth year), when leave is taken, the participants will receive the money contributed over the four-year (or nine-year) period. This amount can be paid fortnightly; in one lump sum payment; or two payments.

- d) The participant will be taxed only on the amount *actually* received, in this Case, approximately 80% (or 90%) of the normal salary (including allowances). Prior to entering into this arrangement, prospective participants are strongly encouraged to discuss taxation implications and other related issues with an accountant or financial adviser of their choice and at their own expense.
- e) Interest will not be paid on amounts accumulated during the accrual period. A taxation ruling (TD 93/242) prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

14.4. Suspension of Contributions

- a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and proportionately reduce the accrued payment in the year of leave.
- b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.
- c) The School retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

14.5. Withdrawal

- a) The participant may withdraw from the scheme at any time by notifying the School in writing.
- b) The *exact* money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.
- c) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply. Participants are strongly encouraged to discuss these taxation implications and other related issues with an accountant or financial adviser of their choice and at their own expense.
- d) Where a participant's service is terminated by the participant's death, the participant's entitlement under this clause vests in the participant's personal representative.

Clause 15: Salary and Allowances

15.1 All **employees** will receive cumulative percentage increases on salaries and allowances as outlined below and detailed in the attached Appendices.

15.2 Salaries are inclusive of all allowances with the exclusion of the allowances detailed in the Schedules which are payable, where applicable, in addition to salary.

15.3 Teacher salary and allowances are as detailed in the attached Appendix A (**Teacher Salaries and Allowances**).

15.3.1 **School Assistants' Salaries and Allowances** – refer to Appendix B, Schedules 1 and 2.

Clause 16: Payment of Salary

16.1 All monies payable will be paid either:

16.1.1 once each fortnight; or

- 16.1.2 once every four weeks at the end of the first fortnight including payment for two weeks in arrears and two weeks in advance: or
- 16.1.3 once every month with the payment being made on or before the 28th day of the month;
- as determined by the employer.
- 16.1.4 The weekly salary will be 6/313, the fortnightly salary 12/313 and the monthly salary 1/12 of the annual salary calculated to the nearest 10 cents.
- 16.2 The employer may elect to pay salaries and allowances by cash, cheque or direct transfer. Where monies are paid by direct transfer, the **employee** has the right to nominate the financial institution and the account.
- 16.3 The employer will make deductions from salaries as are agreed between the employer and the **employee**.
- 16.3.1 Any deduction or variation to a deduction must be authorised in writing by the **employee** and must be principally for the **employee's** benefit;
- 16.3.2 An authorisation must specify the amount of the deduction; and
- 16.3.3 may be withdrawn in writing by the **employee** at any time.
- 16.4 A **School Assistant** is entitled to progress to the next higher incremental year level (if any) in the applicable salary grade on the anniversary of appointment.

Clause 17: Superannuation

- 17.1 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.
- 17.2 If an employee does not nominate a fund and does not have a stapled fund the School will make contributions to NGS Super.
- 17.3 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
- 17.4 Contributions will be paid monthly on behalf of all Employees for whom contributions are required to be made.

Clause 18: Method of Remuneration and Remuneration Packaging/Salary Sacrificing

- 18.1. Total Remuneration means salary and any other salary packaged benefits payable directly or indirectly, whether in salary or in the form of other benefits, by the employer to the **employee**. For the purposes of this Agreement, total remuneration does not include superannuation benefits payable by the employer in satisfaction of the employer's superannuation guarantee obligations.
- 18.2. Where agreed between the employer and an **employee**, an **employee** may enter into remuneration packaging ('salary sacrificing') in respect of the salary detailed in the Appendices and in accordance with section 324 of the *Act*. The terms and conditions of the salary sacrificing must not, when viewed objectively, be less favourable than the entitlements otherwise available under this agreement.

- 18.3. The eligible superannuation funds for salary sacrificing in relation to superannuation are the Non-Government Schools Superannuation Fund (NGS Super) (or its successors) or any other complying fund.
- 18.4. Where an **employee** enters into a salary sacrificing arrangement in relation to benefits which attract Fringe Benefits Tax, the **employee** is responsible for all costs, taxes and charges. The **employee** will also meet the costs for administration of their remuneration packaging arrangements. No administration cost applies where the salary sacrificing relates ONLY to superannuation.
- 18.5. There is no employer-imposed limit on the quantum of remuneration that **employees** may salary sacrifice but legislative limits may apply and financial advice should be sought on the proposed arrangements. Salary sacrifice arrangements must comply with the administrative requirements of clause 10 (Individual Flexibility Arrangement) of this Agreement.
- 18.6. No arrangement entered into under this clause will operate to in any way disadvantage the **employee** upon termination of Service with the employer.

Clause 19: School Fee Discount

- 19.1. All full time **employees** bound by this Agreement, who have children studying at the School shall receive a discount of 30% of the base tuition fees applicable to that enrolment net of any fringe benefits tax liability.
- 19.2. All part-time **employees** who have children studying at the School will receive a discount pro-rata of 30% equal to their fraction of time employed by the School. (i.e. an **employee** who is employed at 0.3 time shall be entitled to a discount of 30% x0.3=9%).

Clause 20: Special Leave and Paid Family Events Leave

20.1 Special Leave

- 20.1.1 The employer 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**.
- 20.1.2 Special leave granted under this clause is in addition to any other leave to which an **employee** is entitled under this Agreement.
- 20.1.3 Leave without pay will not be taken into account in calculating the period of *Service* for any purpose nor for calculating long service leave. However, absence on leave will not break continuity of *Service*.

20.2 Paid Family Events Leave

20.2.1 An employee is entitled to two (2) days paid leave per school year for special non-recurring family events such as:

- i. Significant graduations
- ii. Immediate family weddings
- iii. State, national and international sporting events where the employee or their child is the representative (not available if the employee is granted support through the Participation in International or National Sporting Events Procedures)
- iv. Moving house
- v. child's first day in a new school
- vi. special school event (e.g. significant assembly)

- vii. significant family reunions
- viii. immediate family relocating or arriving from interstate or overseas
- ix. other special family events as approved by the principal
- x. reasonable travel associated with the items above.

20.2.2 Unless there are exceptional circumstances an employee is required to give a minimum of two (2) weeks' notice for any request for paid Family Events Leave

20.2.3 The leave is not cumulative and is available on a pro rata basis for part years and for part-time employees

20.2.4 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 Family Events Leave

Clause 21: Family and Domestic Violence Leave

21.1 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.

21.2 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.

21.3 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.

21.4 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.

Clause 22: WHS Training

22.1. The parties recognise that it is in the interests of both *employees* and the employer to create and maintain a safe work environment where the possibility 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.

22.3. Staff will be educated in the recognition of potential and *Actual* workplace hazards and actively encouraged to report and work towards the elimination of it.

- 22.4. Members of Work Health and Safety committees and elected WHS Representatives, will receive training in the role of such committees as well as in other aspects of accident prevention, risk identification and abatement and other WHS aspects.
- 22.5. The School is responsible for ensuring that, in addition to the legislated training for elected WHS Representatives, at least one **employee** committee member has received not less than 3 days initial training plus 1 further day's refresher training every 3 years.

Clause 23: Professional Development and Training

- 23.1. All Teachers and School Assistant *employees* will be entitled to access agreed relevant training at the employer's expense.
- 23.2. Professional Development is the joint responsibility of a staff member and the School. In addition to self-directed professional development, staff members are expected to participate in professional development sponsored by the School.
- In such cases, the School employer agrees to allow staff to undertake approved Professional Development activities in paid time and to pay any costs and fees reasonably incurred in undertaking such activities.
- 23.3. A School Assistant may be required to work across Streams and must comply with a reasonable directive to carry out the duties as are within the limits of their skill, competence and training. If Professional Development/Training is required, the responsibility and cost of the training is to be met by the employer.

Clause 24: Catastrophic Fire Days

- 24.1. The School will, through consultation with *employees*, determine procedures to apply when a catastrophic fire danger warning has been issued. The procedures will address matters including obligations of *employees* to attend the school when a catastrophic fire danger warning has been issued and the nature of any leave to be provided.

Clause 25: Infectious Diseases Leave

- 25.1. Where an **employee** is absent from duty and 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 (School sores)
 - Glandular fever
 - Herpetic whitlow
 - 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 employer may determine by notice to **employees**

following proof of the disease within the School and related activities and a medical practitioner is of the opinion that in all probability the disease was contracted by the **employee** while on duty as a result of contact with the children or other **employees** of the School, then the **employee** must be granted special leave with pay not debited to the **employee's** personal/carer's leave credit.

- 25.2. The leave granted under clause 25.1 cannot exceed 52 weeks in total, whether taken in one period or in broken periods for one particular disease.
- 25.3. Part-time **employees** are entitled to leave under clause 25.1 on a pro-rata basis but the leave granted cannot exceed 52 calendar weeks in total, whether taken in one period or in broken periods for one particular disease.

Clause 26: Part-time Employment

- 26.1. A part-time **Teacher** is one who is engaged to work regularly but for less than a full working week and less than the total number of teaching periods worked by a full-time **Teacher** at the **School** during a full school week.
- 26.2. A part-time **School Assistant** is one who is required to work regularly for less than 37.5 hours per week in a 5 day working week or less than 150 hours in a 4 week period of 20 working days or who is required to work a specified number of weeks less than 52 weeks per year (less 4 weeks' annual leave).
- 26.3. Part-time **employees** include those engaged in a job sharing arrangement in which two **employees** share one position on a regular and on-going basis. Part-time and job-share employment may be available by negotiation with the **Principal**.
- 26.4. It is recognised by the parties that part time or job-share arrangements are not always practical or possible and the needs of the individual **School** must be taken into account
- 26.5. Following a request for part-time work, the **Principal** must consult with the **employee** and provide a written response within 21 days, stating whether the employer grants or refuses the request.
- 26.6. The employer may refuse the request only on reasonable business grounds and if the request is refused, written reasons must be provided to the **employee**.
- 26.7. Part-time **employees** who are reasonably required to attend compulsory professional development, including commencement week activities and requirements will be paid at the casual daily/hourly rate (see Teacher's Salary Schedule, Appendix A) or be granted time off in lieu (at a mutually agreed time) as the **employee** elects. Where an **employee** elects to be paid, the minimum 3 hour payment (for **Teachers**) or minimum 2 hour payment (for **School Assistants**) will be disregarded. For part-time **Teachers**, the maximum hours for payment for the day, taking into account any hours normally worked on that day plus the time for attending professional development, shall not exceed the hours paid to a full-time **Teacher**. The additional work will not count as

- Service** for determining leave entitlements.
- 26.7.1. Clause 26.7 will not apply if the total number of days required to work in a week does not exceed the number normally worked in a week. However, an employer cannot require an **employee** to work a day in lieu of a public holiday.
- 26.7.2 At least 4 weeks' notice must be provided to the **employee** if clause 26.7 is invoked by the employer.
- 26.8. Part-time **Teachers** may be requested to change the usual calendar day of teaching to another day on an occasional basis in cases of genuine time tabling changes. A request by the employer will not be unreasonably denied.
- 26.8.1. Unless the **Teacher** consents, a request, to change a teaching day to another day, cannot occur more than twice per term.
- 26.8.2. The **Teacher** will not receive any additional payment for changing a day.
- 26.8.3. If the request to change the teaching day results from a public holiday, the **Teacher** must be paid for all days worked in the week in addition to the public holiday. The extra day must be paid at the casual daily rate determined by the school (Appendix A) and will not count in the calculation of leave entitlements.
- 26.8.4. At least 4 weeks' notice must be provided to the **Teacher** if clause 26.8 is invoked.
- 26.9. A part-time **Teacher** can reasonably be expected to participate in all **School**-related activities on those days or part days on which the **Teacher** normally works at the **School** and such other times as are negotiated with the employer.
- 26.10. Part-time **Teachers'** participation in curriculum extension and other professional activities and duties is on a pro rata basis.
- 26.11. Part-time **Teachers** cannot be scheduled relief lessons in non-scheduled work time.
- 26.12. Where the employer requires and the part time teacher agrees to work additional hours, the extra proportion of teaching time will be subject to the provisions below in clauses 26.12.1 and 26.12.2.
- 26.12.1. A part-time **Teacher** who does extra teaching work:
- i. On a day they normally work: OR
 - ii. On a day they do not normally work but the majority of the teaching work is with their regular class or classes:
 - iii. Where it is agreed that the extra teaching work will occur on a regular basis for a specified fixed term period
- the **Teacher** will be paid for the extra work at the casual hourly/lesson rate as determined by the school (Appendix A).
- 26.12.2. Where a part-time **Teacher** does extra teaching work on a day they normally work, the minimum 3 hour engagement does not apply.
- 26.12.3. Where a part-time **Teacher** does extra teaching work on a day they do not normally work and the majority of the teaching work is not with the **Teacher's** regular class or classes, the pay rate, minimum hours and other conditions will be in accordance with clause 32 (Casual **Teachers**).
- 26.13. Each appointment of a part-time **Teacher** will be expressed as a decimal fraction being the ratio of the number of student contact hours allocated to the part-time **Teacher** to

the number normally allocated to a full-time **Teacher** at the school. The decimal fraction shall be rounded to 2 decimal places for calculation of salary and pro-rata leave entitlements.

Clause 27: Transition to Retirement

- 27.1. An **employee** may wish to transition to retirement through a reduction in time or other flexible arrangement. 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.

SECTION 3: TEACHERS CONDITIONS OF EMPLOYMENT

Clause 28: Teacher Workload

The provisions relating to Teacher Workload will be as specified in Appendix D of this Agreement.

Clause 29: Terms of Engagement

- 29.1. **Teachers** will be employed as permanent full-time, permanent part-time, replacement, temporary or casual **Teachers** and at the employer's election, **Teachers** may be subject to a probationary period as detailed in clause 29.6.
- 29.2. Appointments will be in accordance with the salary scale detailed in Appendix A having regard to the **Teacher's** qualifications, experience, duties and responsibilities of the **Teacher**.
- 29.3. A **Teacher** must comply with the **Principal's** reasonable directive to carry out the teaching duties as are within the limits of the **Teacher's** skills, competence and training.
- 29.4. The employer may require a **Teacher** to supply documentary evidence of the **Teacher's** experience and qualifications or other evidence satisfactory to the employer as to the **Teacher's** suitability to perform the duties the **Teacher** would be required to undertake if appointed.
- 29.5. The employer may require a **Teacher** to supply a certificate from an approved legally qualified medical practitioner that the **Teacher** is of sound health and free from any physical or mental condition likely to impair the **Teacher's** ability to perform the duties required. Where requested, the employer must pay for the cost of obtaining the medical certificate. The **Teacher** will approve the gender of the medical practitioner but the employer will select the medical practitioner.
- 29.6. **Probation**
- 29.6.1. All permanent appointments will be regarded as probationary for the first 2 school terms of their appointment. (For example, if a **Teacher** is employed at the commencement of week 2 of term 2, the probationary period expires at the end of week 1 of term 4). The employer may, at its discretion, reduce or waive the probationary period.
- 29.6.2. In justifiable circumstances the period of probation may be extended for a period not exceeding one (1) school term.
- 29.6.3. Such extension may be sought either by the **employee** or employer at any time after the commencement of the period of probation.
- 29.6.4. An extension under sub-clause 29.6.2 may only occur if the employer and the **employee** both agree to the extension.
- 29.6.5. During the probationary period, the **Teacher** will receive induction and other professional assistance as is deemed necessary by the employer.

- 29.6.6. During the probationary period a **Teacher** who is deemed by the employer to be unsatisfactory is to be advised accordingly in writing and counselled.
- 29.6.7. Where a **Teacher** on probation is deemed by the employer to be unsatisfactory the employer may, with the consent of the **Teacher**, extend the probationary period for a single extension of a period not exceeding 2 school terms (calculated as in the example in sub-clause 29.6.1).
- 29.6.8. During the probationary period a **Teacher** who is not to be confirmed as permanent is to be given 6 weeks' notice of termination (or payment in lieu) in accordance with clause 13.11.4.
- 29.6.9. Nothing in this Probation clause varies or abolishes the minimum 6 month employment qualifying period detailed in the **Act** which applies to all new appointments.

Clause 30: Replacement Teachers

- 30.1. A replacement **Teacher** is one who is hired for a period mutually agreed between the employer and the **Teacher**.
- 30.2. A replacement **Teacher** may be hired to replace a **Teacher** absent on approved leave of any kind. However, the replacement **Teacher** does not have to fill the position vacated by the **Teacher** on leave.
- 30.3. Before the employer hires a replacement **Teacher** the employer must inform the **Teacher** in writing of the temporary nature of the employment and the rights of the **Teacher** who is being replaced.
- 30.4. Either party may terminate the contract of hiring by providing 2 weeks' notice in writing.
- 30.5. If the required notice of termination is not given, the employer must pay a sum equal to the salary difference between the period of notice *actually* given and the period of notice required.
- 30.6. Where an employee does not give the appropriate notice and there is no agreement to reduce or waive the notice period, the School may withhold from salaries and allowances such payment of up to two (2) weeks' wages which has been authorised by the employee and is reasonable in the circumstances.
- 30.7. Replacement **Teachers** hired for less than a full school term are paid at the casual rate of their appropriate incremental step.

Clause 31: Temporary Teachers

- 31.1. A **Teacher** may be hired on a temporary basis for a period not exceeding 12 months to:
1. fill an unforeseen vacancy pending filling the position on a permanent basis; or
 2. fill a position established on a "trial" basis e.g. consequent upon experimental curriculum change; or
 3. fill a position sustained by specific purpose qualified funding provided by the Government ; or
 4. provide additional teaching staff for temporary increases in enrolments at the **School** which occur after the commencement of the school year.
- 31.2. Either party may terminate the contract of hiring by providing 2 weeks' notice in writing.

- 31.3. If the required notice of termination is not given, the employer must pay, a sum equal to the salary difference between the period of notice *actually* given and the period of notice required.
- 31.4. 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.
- 31.5. Temporary **Teachers** hired for less than a full school term are paid at the casual rate of their appropriate incremental step.
- 31.6. Temporary **Teachers** hired for a full term or more must be paid at their appropriate incremental step with pro-rata entitlements to leave and leave loading.

Clause 32: Casual Teachers (Temporary Relief Teachers)

- 32.1. A casual **Teacher** is one hired and paid by the day for a period mutually agreed between the employer and the **Teacher**.
- 32.2. Casual **Teachers** cannot be re-appointed to the same position or in the same capacity for longer than one continuous school term except where the casual work is an agreed, regular and temporary increase in a **Teacher's** normal hours of work for a specified fixed period in which case the separate contract of casual work is limited to a 12 month period and is subject to sub clause 26.12.1 of this Agreement.
- 32.3. Casual **Teachers** may be employed for less than a full day but not for less than 3 consecutive hours.
- 32.4. **Teachers** 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:

$$\text{Daily rate} = \text{Band 1, step 4 Annual salary} \times 6/313 \times 1/5 \times 125/100$$
- 32.5. **Teachers** engaged on a casual basis for less than one 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.
- 32.6. **Teachers** engaged on a casual basis for 5 or more consecutive school days (which need not be whole days) will be remunerated on a daily basis as in sub clause 32.6 above, but the annual salary used as a basis for the calculation will be the employee's correct incremental step (minimum step 3) in accordance with qualifications and years of teaching experience as detailed in clause 29.2.
- 32.7. The maximum daily work load for a casual **Teacher** shall be all time-tabled lessons and a maximum of two yard duties, ensuring the provisions of clause 39 (Meal Breaks) apply. Casual **Teachers'** attendance at meetings outside of timetable time, curriculum extension activities and before or after **School** professional development sessions is not compulsory.

Clause 33: Teacher Classification Structure

- 33.1. Definitions
 - 33.1.1. 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.
 - 33.1.2. An **employee** who holds a qualification of less than three years training but has

satisfied the statutory requirements to practice as a **Teacher** in South Australia will be deemed to hold a 3 year trained qualification.

33.1.3. 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.

33.1.4. Five year qualification means a 4 year Degree together with a post Graduate Diploma; or an Honours 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.

33.2. **Band 1 Teacher**

33.2.1. A Band 1 **Teacher** is one whose salary is determined by the Band 1 incremental scale as detailed in Appendix A and includes an Advanced Skill Teacher.

33.2.2. Band 1 **Teachers** will be professionally responsible, either as a class teacher 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.

33.2.3. The commencing salary of a Band 1 **Teacher** without experience but who upon appointment holds a 3 year qualification (or the equivalent of) will be not less than the salary prescribed at incremental step 1 of the salary scale for Band 1 teachers detailed in Appendix A.

33.2.4. The commencing salary of a Band 1 **Teacher** without experience but who upon appointment holds a 4 year qualification (or the equivalent of) will be not less than the salary prescribed at incremental step 3 of the salary scale for Band 1 teachers detailed in Appendix A.

33.2.5. The commencing salary of a Band 1 **Teacher** without experience but who upon appointment holds a 5 year qualification (or the equivalent of) will be not less than the salary prescribed at incremental step 4 of the salary scale for Band 1 teachers detailed in Appendix A.

33.2.6. The commencing salary of a Band 1 **Teacher** 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 employer.

33.2.7. Incremental Advance in Salary

33.2.7.1. A **Teacher** will be entitled following the appointment at a particular incremental step in the salary scale in Appendix A to progress to the next higher incremental step of the scale after 12 calendar months of full-time **Service**. Part-time Band 1 **Teachers** will be entitled to progress to the next higher incremental step of the scale *after* 12 months equivalent full-time teaching experience (200 school days) wherever gained.

33.2.7.2. A **Teacher** 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.

33.2.7.3. 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.

33.2.7.4. Academic qualifications will be deemed to be completed if the **Teacher** obtains from the tertiary institution a statement to that effect

33.2.7.5. **Teachers** 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.

33.3. **Advanced Skill Teacher**

33.3.1. Advanced Skill Teachers are **Teachers** classified as such in recognition of exemplary teaching practice and significant contribution to the educational tone of the **School**.

33.3.2. Advanced Skill Teachers are **Teachers** who have satisfied and continue to satisfy the requirements

33.3.3. The school will allow existing Advanced Skill Teachers to continue for the term of this agreement after which time the classification will be phased out completely and no new AST candidates will be considered over the term of this agreement under negotiation.

33.3.4. Advanced Skill Teachers will be a sub-classification of Band 1 **Teachers**, have an acknowledged profile in the **School** and have responsibilities normally expected of a Band 1 **Teacher**.

33.4. **Highly Accomplished Teachers (HAT) and Lead Teachers (LT)**

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

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

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

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

33.4.3 Review of HALT Certification

1. Teachers who achieve HALT certification must satisfy the AITSL certification and renewal requirements.
2. A HALT whose certification is not confirmed by the renewal process will revert to a Band 1 Step 10 salary

33.4.4 Salary

1. Teachers classified as Advanced Skill Teachers will continue to be paid the substantive salary outlined in Appendix A and any additional non-curricular POR.
2. Highly Accomplished Teachers will be paid as per Appendix A subject to clause 33.5.8.
3. Lead Teachers will be paid as per Appendix A subject to clause 33.5.8.

4. Teachers classified as AST may apply for certification under the AITSL certification and renewal requirements within 3 years. Should they be accredited as a HAT or LT prior to the 3 years since their appointment as AST they shall receive the higher payment.
5. Teachers currently receiving AST who do not obtain AITSL accreditation will revert to a Band 1 Step 10 salary once 3 years have lapsed since the commencement of this Agreement.

33.5. Band 2 Leadership Positions (Positions of Responsibility)

33.5.1. It is acknowledged that access to, and experience in, leadership positions is important to the on-going development of **Teachers** whilst also giving the **School** the benefit of a range of personal experiences, ideas and interests in order to best meet the learning needs of the students. To that end it is agreed that such positions should be filled on merit and having regard to the **School's** needs and with the intention of providing high quality support for teaching and learning.

33.5.2. It is agreed that staff consultation should occur prior to the creation or refilling of a leadership position to obtain feedback about the most appropriate areas to be focused upon and the best structure in which this might occur. To ensure confidence in the 'leadership' concept staff should be kept informed about the process to be used in the filling of any Position of Responsibility.

33.5.3. Minimum periods of tenure

All leadership positions will have a tenure applied to enable the school to continue to evolve as required in the future and to ensure all teaching staff are provided with opportunities for growth and development.

33.5.3.1. The minimum periods of tenure of Positions of Responsibility appointment will be as follows:

1.	Level 1	1 year
2.	Level 2	2 years
3.	Level 3	4 years
4.	Level 4	4 years

33.5.3.2. During the tenure, at least one appraisal will be conducted, the details of which will be provided by the Principal. The details of the appraisal findings of the appropriate delegate will also be provided to the **employee**.

33.5.3.3. A **Teacher** whose classification in a Position of Responsibility expires and who is not re-appointed will revert to their appropriate step on the Band 1 incremental scale

33.5.4. Positions of Responsibility will be appointed at level 1, 2, 3 or 4 by the Principal to carry out specific duties or responsibilities as determined between the teacher and the **Principal. Teachers** appointed to a Position of Responsibility 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 and minimum review periods
6. the amount of release time

33.5.5. Positions of Responsibility Points

- 33.5.5.1. The Senior and Middle Schools will appoint Teachers to Positions of Responsibility in such numbers as to at least utilise prescribed leadership position points determined for that section of the **School**. The leadership points will be calculated by multiplying the number of equivalent full-time teaching staff (of all classifications covered by this Agreement) to the **School** by 1.5.
- 33.5.5.2. The Junior School will appoint Teachers to Positions of Responsibility as above but the multiplier instead will be 1.0.
- 33.5.5.3. 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 of all classifications covered by this Agreement employed in that section of the **School**.
- 33.5.5.4. Prescribed leadership points will be utilised as follows:
1. For each Band 2, level 1 appointment 2 points
 2. For each Band 2, level 2 appointment 6 points
 3. For each Band 2, level 3 appointment 9 points
 4. For each Band 2, level 4 appointment 13 points
- 33.5.5.5. Points will be expressed as integers only but where the prescribed leadership points are not divisible, then the total of prescribed leadership points will be increased by one to enable division.
- 33.5.5.6. Prescribed leadership points will be calculated on the actual equivalent full-time teaching staff (of all classifications covered by this Agreement) of the **School** as at 1 February each year.

33.5.6. Simultaneous appointments

A **Teacher** must not simultaneously be appointed to more than one Position of Responsibility.

- 33.5.7. **Teachers** appointed to Positions of Responsibility at Band 2 levels 1 or 2 (POR 1 or POR 2) will be paid the POR allowance as detailed in Appendix A in addition to their Band 1 salary (including Advanced Skill Teacher, HAT Teacher or Lead Teacher if the teacher is so classified).
- 33.5.8. **Teachers** appointed to a Position of Responsibility at Band 2 levels 3 or 4 (POR 3 or POR 4) will be entitled to apply for or hold the position of Advanced Skill **Teacher**, HAT **Teacher** or Lead **Teacher** but will not be eligible to receive the salary pertaining to Advanced Skill **Teacher**, HAT **Teacher** or Lead **Teacher** recognising that leadership duties at these levels customarily have diminished classroom teaching duties.

Clause 34: Discretionary Allowance

A **Teacher** required to undertake duties or responsibilities more onerous than normally required of the teacher's classification may be paid a commensurate allowance determined by negotiation between the teacher and the employer.

Clause 35: Higher Duties

If a **Teacher** is required by the employer to perform duties applicable to a higher classification for a continuous period exceeding 5 working days, then the teacher must be paid at the rate equal to 50% of the difference between their hourly rate and the higher duties for the entire period the work is undertaken.

Clause 36: Teacher in Charge

- 36.1. This clause applies to a **Teacher** (classified below the level of POR 3) who is, from time to time, left in charge of a **School** in circumstances where the Principal (and Deputy Principal where applicable) is absent from the premises for one whole day or more.
- 36.2. This clause shall not operate to the exclusion of the Higher Duties clause in clause 30 of this Agreement.
- 36.3. A **Teacher** who acts as the person in charge shall be paid an allowance (in addition to their permanent rate) for each whole day or more that they are assigned that responsibility.
- 36.4. The daily allowance shall equal the daily casual rate applicable to POR Level 3 allowance, or the difference between the **Teacher's** current daily POR allowance and the casual daily rate of the POR 3 allowance.

Clause 37: Disciplinary Action

37.1. Summary Dismissal

If a **Teacher**:

- is guilty of serious misconduct; or
- or for any other lawful cause of summary dismissal

the employer may terminate the employment of the **Teacher** without notice.

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

37.2. Disciplinary action and dismissal in other circumstances

37.2.1. If a **Teacher** is negligent, inefficient, incompetent or unsatisfactory in the discharge of his or her duties, then the employer must inform the **Teacher** of the particulars in writing and provide counselling to assist the **Teacher** to overcome the inefficiencies or incompetence.

37.2.2. The procedure detailed above will be repeated over a period covering at least two terms (which need not be complete terms) before notice of termination is given to the **Teacher**.

37.2.3. Notice of termination will be in writing giving 6 weeks' notice (or payment in lieu) and will state the reasons for the termination and details of the counselling provided.

Clause 38: Employment outside the School

- 38.1 A **Teacher** must not undertake any other paid employment which, in the opinion of the employer, would interfere with the efficient discharge of the **Teacher's** duties in the School, or in any way prejudice the interests of the **School**.
- 38.2 A **Teacher** must inform the employer of any intended paid employment undertaken outside of the School.

Clause 39: Meal Break

- 39.1. A **Teacher** is entitled, each day, to a meal break between the hours of 11 am and 2:30pm.
- 39.2. The meal break will be for not less than 30 minutes, except where a **Teacher** 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.

- 39.3. The meal break will be continuous and free of disruption scheduled by the employer.
- 39.4. The above provisions will not apply:
- To a **Teacher** who is absent from the School at the relevant time due to activities such as excursions or school camps; or
 - On days when students remain indoors because of inclement weather.
- 39.5. This clause will not operate so as to prevent a **Teacher** undertaking activities with students on a voluntary basis.

SECTION 4: SCHOOL ASSISTANTS

The provisions of Section 4 are applicable only to **School Assistants**.

Clause 40: Terms of Engagement

- 40.1. In the absence of written agreement to the contrary, the contract of hiring is deemed to be hiring by the fortnight.
- 40.2. A new **School Assistant** may be employed for a probationary period not exceeding three working months. Unless there is written agreement to the contrary, the appointment will be deemed to be permanent on the expiry of this period. Nothing in this probation clause varies or abolishes the minimum 6 month employment qualifying period detailed in the **Act** which applies to all new appointments.
- 40.3. Upon appointment the employer must inform the **employee** in writing of the following:
1. the nature of employment (that is, permanent, replacement, temporary, casual);
 2. the classification level and grading in accordance with Appendix E (Classification Structure for School Assistants);
 3. unless the **employee** is employed on a casual basis, the normal hours of work (weekly, fortnightly or over a 4-week period);
 4. unless the **employee** is employed on a casual basis, the number of ordinary hours per week and weeks per year; and
 5. the duties which the **employee** is expected to perform.
- 40.4. The conditions of employment outlined above in clause 40.3 cannot be altered except by mutual agreement between the employer and the **employee** or in accordance with the Change and Consultation provisions in clause 9 and/or the Notice of Termination and Redundancy provisions in clause 13.11.

Clause 41: Replacement School Assistants

- 41.1. A replacement **employee** is one who is hired for a period mutually agreed between the employer and the **employee**.
- 41.2. 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.
- 41.3. Prior to employment of a replacement **employee** the employer must inform the replacement **employee** of the temporary nature of the employment and of the rights of the **employee** who is being replaced.
- 41.4. An employer is not obliged to employ a replacement **employee**, if within the workplace there already exists an **employee** who can fill the position by increasing his or her hours of work or by being reclassified.

Clause 42: Temporary School Assistants

- 42.1. An **employee** may be hired on a temporary basis for a period not exceeding 12 months to:
- 42.1.1. fill a position sustained by specific purpose qualified funding;
 - 42.1.2. temporarily increase the hours worked per week by a part time **employee** currently in the employer's employment;
- 42.2. An **employee** may be hired on a temporary basis for a period not exceeding 6 months to:

- 42.2.1. fill an unforeseen vacancy pending filling the position on a permanent basis;
- 42.2.2. fill a position established for a specific project e.g. consequent upon experimental curriculum change.
- 42.3. Where an **employee** obtains a permanent position immediately following a temporary appointment, the temporary appointment will be counted as **Service** for all purposes.

Clause 43: Casual School Assistants

- 43.1. A casual **employee** is one employed and paid by the hour for a period mutually agreed between the employer and the **employee**.
- 43.2. A casual **employee** must not be appointed to the same position or in the same capacity for any continuous period longer than one school term except where the casual work is an agreed, regular and temporary increase in an **employee's** normal hours of work for a specified fixed period in which case the separate contract of casual work is limited to a 12 month period.

Clause 44: Unsatisfactory Performance

- 44.1. If an **employee** is consistently negligent, inefficient, incompetent or uncooperative in the discharge of his or her duties, then the employer must inform the **employee** of the particulars in writing.
- 44.2. 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 (or payment in lieu) as detailed in clause 13.11.6 of this Agreement.

Clause 45: 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.

Clause 46: Re-classification and Role Review

- 46.1. Reclassification
 - 46.1.1. An **employee** who 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.
 - 46.1.2. An **employee** who is required to perform duties appropriate to a higher classification for a temporary period only will be dealt with according to clause 40 (Higher duties).
 - 46.1.3. Re-classification is not dependent on organisational vacancies but is subject to mutual agreement between the employer and **employee**.
 - 46.1.4. Conditions for re-classification.
The application must:
 - 1. be in writing; and
 - 2. be accompanied by a current agreed duty statement; and
 - 3. detail the reasons for the request for re-classification n.
 - 46.1.5. When mutual agreement cannot be achieved or a period of 4 working weeks

has elapsed without response from the employer, then an assessment panel must be convened to determine the application.

The assessment panel will comprise:

1. a representative nominated by the employer; and
2. a representative nominated by the **employee** applicant; and
3. a representative elected by the teaching staff of the School (for the **School Assistant**); or a person who is mutually acceptable to both the employer and the **employee**.

46.1.6. If the applicant is successful the **employee** must be placed in the salary grade band, year 1, appropriate to the new classification or at a *year* level in the new classification for which the salary is higher than the **employee's** previous salary.

46.1.7. The date of operation of a successful application must be no later than 3 months after the date of written application by the **employee**.

46.1.8. Where an **employee** or employer is not satisfied with the decision of the assessment panel then the dispute resolution clause may be invoked.

46.2. Role Review

If a **School Assistant**, or their line manager, believes the **employee's** role needs a review, they are entitled to request that consultation occur between the employer and the **employee** to ensure that the duty statement is accurate and conforms to the classification levels as detailed in Appendix E (Classification Structure for **School Assistants**). The **employee's** request should proceed via their line manager. The employer shall not unreasonably refuse to act upon such a request.

Clause 47: Hours of Work

47.1. The maximum number of ordinary hours of work is 37.5 hours per week or 150- hours in a 4-week period.

47.1.1 For a **School Assistant** employed in outdoor education the hours of work may be averaged over a period of up to 12 months.

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

47.2.1 On any day from Monday to Friday between 7.00am and 6.00pm for the following groups of employees:

- i. Classroom/Curriculum Support
- ii. Resources
- iii. Administration
- iv. Extension

47.2.2 On any day from Monday to Friday between 6:00am and 6:00pm for employees in the Services Stream

47.2.3 On any day from Monday to Friday 6:30am and 6:30pm for employees in the Early Childhood Stream

47.2.4 On any day from Monday to Saturday between 6.00am and 6.00pm for Instructional Services employees.

Clause 48: Minimum Working Shift

- 48.1. A two-hour minimum working shift applies to all categories of *employees*.
- 48.2. The two hour minimum will not apply to *employees* recalled to their workplace outside of normal working hours to attend to emergencies, security demands or other unscheduled occurrences. In such circumstances the *employee* will be paid a minimum of three hours for each recall to duty as detailed in Appendix B (Schedule 2).
- 48.3. The two hour minimum is satisfied by *employees* employed in out of school hours care facilities if the *employee* works one hour in before school care and one hour in after school care on the same day.

Clause 49: Overtime

- 49.1. All overtime (work performed outside the ordinary hours of work as outlined in clause 47) must be authorised by the employer or his or her delegate.
- 49.2. The following overtime rates apply for all authorised overtime:

Time Worked	Overtime rate
Time worked in excess of 75 hours per fortnight (except where an RDO arrangement is operative in accordance with clause 56).	150% of the ordinary hourly rate for the first 3 hours and 200% thereafter.
Time worked outside the span of ordinary hours (except for cleaner who are regularly required to work between 5:30pm and 10pm – see clause 51.2).	150% of the ordinary hourly rate for the first 3 hours and 200% thereafter.
Time worked on Saturday (which is not part of the <i>employee's</i> ordinary hours).	150% of the ordinary hourly rate for the first 3 hours and 200% thereafter.
Time worked on Sunday (which is not part of the <i>employee's</i> ordinary hours)	200% of the ordinary rate.
Time worked on a public holiday	250% of the ordinary rate.

- 49.3. Time-off-in-lieu
- 49.3.1. An *employee* may elect to take time-off-in-lieu of work performed outside the *employee's* ordinary hours or in excess of the ordinary hours or rostered hours.
- 49.3.2. The period of time off that an *employee* is entitled to take is the same as the number of overtime hours worked. EXAMPLE: By making an agreement under clause 49.1 an *employee* who worked 2 overtime hours is entitled to 2 hours' time off.

Clause 50: Variation to Working Period

- 50.1. If the employer closes the workplace 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 workplace closure day.
- 50.2. If an *employee* is required to work extra hours other than hours that have previously

been determined as part of the **employee's** working week (but still within the span of ordinary hours) and providing that the additional hours do not result in the **employee** working more than 7.5 hours on that day, then the extra hours will be paid according to the casual rates of the appropriate classification.

- 50.3. The additional casual work will not count as **Service** for determining leave entitlements.

Clause 51: Penalty Rates

- 51.1. **Employees** who are employed as security/caretaking, catering, in the Services Stream, and outdoor education staff in the Curriculum Stream, and who are rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of an additional 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of an additional 75% of the ordinary time rate.
- 51.2. **Employees** who are employed as cleaners in the Services Stream and who are regularly required to work between 5.30 pm and 10 pm Monday to Friday will be paid the ordinary rate of pay plus a penalty of an additional 15% of the ordinary time rate.
- 51.3. The penalty rates within this clause and in clause 49 (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.

Clause 52: First Aid and Health Care

- 52.1. The School will be equipped with a copy of all appropriate First Aid and Health guidelines.
- 52.2. Each sub-school will have at least one nominated First Aid/Health Care Officer whose duty statement will include responsibilities for First Aid/Health Care.
- 52.3. Each nominated First Aid Health Care Officer will hold a Senior First Aid Certificate (or recognised equivalent).
- 52.4. Each nominated First Aid/Health Care Officer who is otherwise a School Assistant will be paid a First Aid allowance as detailed in Appendix B (pro rata for part time **employees**).
- 52.5. Where the nominated First Aid/Health Care Officer is required to undertake First Aid or Health Care Duties during the whole or part of their lunch or morning tea break, they shall be provided with the equivalent break as soon as possible either before or after the morning tea or lunch break.

Clause 53: Staff Absences

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

Clause 54: Breaks

- 54.1. A School Assistant must not work more than 5 hours in any one day without a meal break of not less than 30 minutes and not more than 1 hour.
- 54.2. The meal break will not count as time worked.
- 54.3. The employer must allow an **employee** a morning tea break of 15 minutes duration which will be counted as time worked.

Clause 55: Clothing, Equipment and Tools

Where clothing of a protective nature or other items of equipment are required to promote safe working conditions the employer must provide such articles free of cost to the **employee**.

Clause 56: Rostered Days Off

- 56.1. The employer and a **School Assistant** may agree that the ordinary hours of work will be worked over 19 days in each 4 week period, in which case the following provisions will apply.
- 56.2. The **employee** will work 150 hours over 19 days in each 4 week period with one rostered day off on full pay in each such period.
- 56.3. In order to accrue one rostered day off, an **employee** will work 19 days of 7 hours 53 minutes' duration per day.
- 56.4. Overtime will not apply to the work performed to satisfy the rostered day off arrangements.
- 56.5. Each day of paid leave taken by the **employee** (but not including long service leave, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of 4 weeks) will be regarded as a day worked for the purpose of accruing an entitlement under clause 56.2.
- 56.6. Rostered days off will not be regarded as part of the **employee's** annual leave for any purpose.
- 56.7. An **employee** will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 56.8. An **employee** who is scheduled to take a rostered day off before having worked a complete 4 week cycle will be paid a pro rata amount for the time that the **employee** has accrued in accordance with clause 56.2.
- 56.9. An **employee** whose employment is terminated in the course of a 4 week cycle will be paid a pro rata amount for the time that the **employee** has accrued in accordance with clause 55.2.
- 56.10. Rostered days off will be determined by mutual agreement between the employer and the **employee**, having regards to the needs of the workplace.
- 56.11. An **employee** will be advised by employer at least 4 weeks in advance of the day on which the **employee** is to be rostered off duty.

Appendix A - Teacher Salaries and Allowances

Band 1 Teachers	August 1 2023	On the first full pay period on or after February 1st 2024	On the first full pay period on or after February 1st 2025	On the first full pay period on or after February 1st 2026
	Current	3.0%	3.0%	3.0%
Increment				
1	73,614	75,822	78,097	80,440
2	78,248	80,595	83,013	85,503
3	84,109	86,632	89,231	91,908
4	88,130	90,774	93,497	96,302
5	92,516	95,291	98,150	101,095
6	96,664	99,564	102,551	105,628
7	100,994	104,024	107,145	110,359
8	105,705	108,876	112,142	115,506
9	110,452	113,766	117,179	120,694
10	114,713	118,154	121,699	125,350
AST	118,661	122,221	125,888	129,665
HAT	124,605	128,343	132,193	136,159
LEAD	131,808	135,762	139,835	144,030
Band 2 Teachers				
Level 1	3,822	3,937	4,055	4,177
Level 2	10,592	10,910	11,237	11,574
Level 3	17,357	17,878	18,414	18,966
Level 4	24,756	25,499	26,264	27,052
Casual Rates	Daily rate = Band 1, step 4 Annual salary X 6/313 X 1/5 X 125/100			
Daily	424	436	450	463
Hourly	77.0722	79.2727	81.8182	84.1818
Lessons	64.2267	66.0606	68.1818	70.1515
Overnight Camp Allowance (per night)	100	100	100	100

Appendix B – School Assistant Salaries

B.1 **School Assistants** may spread their salary over 52 weeks in accordance with the formula below. This provision supersedes any previous agreements to the contrary.

B.2 Salaries for all **School Assistants** (other than casual *employees*) who work for:

B.2.1 less than 52 weeks per year (less 4 weeks' annual leave); OR

B.2.2 work for less than 37.5 hours per week regardless of the weeks per year; OR

B.2.3 work for 37.5 hours per week but less than 52 weeks per year (less 4 weeks' annual leave)

should be calculated as follows:

over the 52 weeks of the school year, at a weekly rate calculated as follows:

full-time annual salary	X	hours <i>Actually</i> worked	X	weeks <i>Actually</i> worked	X	6
1		37.5		48		313

OR

During the actual periods of work during the school year at a weekly rate:

full-time annual salary	X	hours actually worked	X	weeks actually worked	X	1
1		37.5		48		number weeks actually worked

B.3 **Casual employees**

B.3.1 The salaries of casual **employees** will be based on the annual salaries appropriate to their classification.

B.3.2 Casual **employees** will be paid for the time actually worked at an hourly rate calculated in accordance with the following formula which includes a 20% loading in lieu of annual leave, annual leave loading, personal carer's leave and public holidays.

equiv. full-time annual salary	X	6	X	1	X	120
1		313		37.5		100

B.4 Junior School Assistants

With the exception of Early Childhood Education to which persons under 18 years must be supervised by an adult at all times, Junior School Assistants appointed at Grade 1 or 2 will be paid in accordance with the applicable percentage according to his or her age as follows:

Under 18 years = 60% of adult rate

At 18 years = 70% of adult rate

At 19 years = 80% of adult rate

At 20 years = 90% of adult rate

Appendix B - School Assistant

Schedule 1 (Salaries)

	August 1 st 2023	On the first full pay period on or after February 1 st 2024	On the first full pay period on or after February 1 st 2025	On the first full pay period on or after February 1 st 2026
	Current	3.0%	3.0%	3.0%
School Assistants				
Grade 1				
1 st year	58,133	59,877	61,673	63,523
2 nd year	63,010	64,900	66,847	68,852
3 rd year	66,421	68,414	70,466	72,580
4 th year	68,004	70,044	72,145	74,309
Grade 2				
1 st year	68,857	70,923	73,051	75,243
2 nd year	70,198	72,304	74,473	76,707
3 rd year	71,908	74,065	76,287	78,576
Grade 3				
1 st year	73,978	76,197	78,483	80,837
2 nd year	75,439	77,702	80,033	82,434
3 rd year	77,390	79,712	82,103	84,566
Grade 4				
1 st year	81,051	83,483	85,987	88,567
2 nd year	83,118	85,612	88,180	90,825
3 rd year	85,432	87,995	90,635	93,354
Grade 5				
1 st year	88,238	90,885	93,612	96,420
2 nd year	92,451	95,225	98,082	101,024
3 rd year	96,666	99,566	102,553	105,630
Grade 6				
1 st year	105,091	108,244	111,491	114,836
2 nd year	109,303	112,582	115,959	119,438
3 rd year	113,378	116,779	120,282	123,890
First Aid Allowance	1,650	1,700	1,750	1,803.
Recall to duty allowance	Minimum 3 hours of pay for each occasion			
Overnight Camp Allowance	100	100	100	100

Appendix B - School Assistant Salaries

Schedule 2 (Allowances – Eligibility Provisions)

Allowance type	Applies to	Eligibility	Additional information
First Aid allowance	School Assistant Does not apply to a nurse or an employee employed for the majority of their duties as a first-aid/health care officer .	Holds a current senior first-aid certificate (or its recognised equivalent) and is designated by the employer to perform first aid/health care duties.	This allowance is payable on a pro rata basis to part- time <i>employees</i> .
Recall to duty allowance	School Assistants	Recalled by the employer outside of the employee's ordinary hours of duty - and where the recall is not continuous with the employee's ordinary hours of duty - to attend the workplace for emergencies etc.	Agreed amount based on a minimum shift of 3 hours
Overnight Camp Allowances	School Assistants	An employee not employed in a casual capacity and/or not employed as an Outdoor Education Employee, will be entitled to a camp allowance for the duration of each compulsory camp held in Australia over one or more nights. This payment will not attract scheduled wage increases. No payment will be made for camps or trips during term breaks	\$100 per night

Appendix C – Teacher Workload

C.1 Introduction

- C1.1 This Appendix details the workload requirements of all **Teachers**.
- C1.2 The parties to this agreement are committed to providing a framework for **Teachers** within which they are able to concentrate their efforts on achieving the best possible educational outcome for each and every child.
- C1.3 The parties agree that it is vital to the interests of students and staff that a balance be found between the various aspects of **Teachers'** work.
- C1.4 Due to the operational requirements of the school, the 37.5 ordinary hours of work per week for a teacher may be averaged over a 12-month period.
- C1.5 The ordinary of work for a teacher during term weeks are variable. In return, a teacher is not generally required to attend for periods of time when the students are not present, subject to the needs of the school with regard to professional development, student free days and other activities requiring the teacher's attendance.
- C1.6 The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of a teacher's entitlement for the school year or a proportion of the school year. A teacher's absence from school during non-term weeks at the end of the year is deemed for the purpose of the NES, to include their entitlement to annual leave.

C.2 Teacher Workload

- C2.1 Teacher's work fall's broadly into the following categories
- C2.1.1 **Curricular Activity** – which means time-tabled time, comprising of activities such as student contact time, assemblies, year level or house gatherings of students, lessons and associated activities, regular timetabled supervision or other activities of a similar nature as directed, usually in the classroom but elsewhere on occasions.
- C2.1.2 **Co-Curricular Activities** – which means the organisation, management, or supervision of cultural, social, and sporting activities which the school deems to be a desirable component of the educational programs of the school. Since co-curricular activities are fundamental to the educational and cultural character of the school, teachers are expected but not required to contribute to these activities. Such activities include:
- (a) School camps, retreats and sleepovers
 - Teachers required for camps/retreats/sleepovers will be paid at the rate of \$100 per overnight stay (or TOIL by mutual agreement)*
 - (b) Excursions that are unrelated to Curricular activity and outside of time tabled time
 - (c) Sporting activities such as Pedal Prix
 - (d) Social and cultural events
 - (e) Productions and musicals, concerts, ensemble performances and showcases
 - (f) Other activities of a similar nature
- C2.1.3 **Other Professional Activities (OPA)** – which means professional activity undertaken by a teacher as an essential adjunct to curricular activity and includes such activities as:
- (a) Staff departmental and faculty meetings

- (b) Coordination and subject level meetings, briefings and planning sessions
- (c) Committee meetings
- (d) Parent/teacher interview and information sessions
- (e) Yard duties, other supervision duties other than that undertaken with the Teacher's allotted class group
- (f) Warm-in and sub-school devotions
- (g) School directed professional development
- (h) Unit/subject preparation, marking and assessment
- (i) Moderation and report writing

C2.1.4 Consideration shall be given to spreading hours of OPA's evenly over the Semester. The expectation for teachers will be that regularly scheduled duties and meetings will not exceed four (4) hours per week.

C2.1.5 The school may reduce student contact time to correspondingly increase Other Professional Activities in excess of the OPA cap.

C2.1.6 The allocation at C.2.1.4 is not intended to include all of the work of a Professional Commitment nature undertaken by Teachers and does not prevent Teachers undertaking Other Professional Activities on a voluntary basis.

C2.1.7 Staff meetings and school directed Professional Learning will not be held in parent/teacher interview weeks.

C2.1.8 Teachers' workload issues will be managed by the Consultative Committee as per Clause 7.

C2.1.9 Part time teachers' participation in OPAs and co-curricular activities is on a pro-rata basis consistent with the proportion of engagement in relation to a full-time teacher.

C.3 Teacher attendance

C.3.1 The school year for teachers shall comprise 4 Terms and will not exceed 40 weeks (200 days including gazetted public holidays during term weeks for which attendance is not required) plus 5 additional days (6 for holders of Positions of Responsibility) designed as Preparation/Professional Development days.

C.3.2 The following circumstances are not included when calculating the 200 days:

- (a) Professional activities that are conducted on a weekend
- (b) Co-curricular activities
- (c) School-related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks.
- (d) When the teacher appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position.
- (e) Exceptional circumstances, such as the requirements to provide pastoral care to students in the event of a tragedy in the school community, in which a teacher may be recalled to perform duties relating to their position.

C.3.3 There shall be a period of not less than 4 consecutive weeks uninterrupted paid annual leave (prorated for teachers working part of a year), exclusive of public holidays,

concluding on the day prior to the commencement date for Teachers in the new school year.

- C.3.4 The School year for Teachers shall end not later than the 19th December.
- C.3.5 The school shall provide written notice of the term weeks and days in non-term times on which its teachers are required to attend, six months in advance of the requirements to attend.
- C.3.6 There shall be a period of paid leave, at the end of each of terms one, two and three, which shall not be of less than ten consecutive weekdays in duration. This leave shall be inclusive of any public holidays that occur during the paid leave.

C.4 Time-tabled time

- C.4.1 Timetabled time shall be worked in one continuous period. Commencing not earlier than the commencement time in place at the beginning of the school year, exclusive of meal breaks.
- C.4.2 The maximum face to face direct student contact time for full-time Middle/Senior School teachers will not exceed an average of 23.3 hours per week over the school year.
- C.4.3 The maximum face to face direct student contact time for full-time Early Years/Junior School teachers will not exceed an average of 24.2 hours per week over the school year.
- C.4.4 The maximum face to face direct student contact time for part-time teachers shall be in proportion of the hours worked to the full-time equivalent.
- C.4.5 Part time teachers shall, unless they specifically request to the contrary, work their hours over the minimum number of days per week that is feasible within the timetable and the needs of the curriculum.
- C.4.6 In the event that a teacher's workload is greater than that specified in clause C.4.2 and 4.3 then it may be addressed by way of a reduction in other duties by negotiation with the individual employee and their Head of School. Such duties may include but are not limited to yard duty, or relief commitments or another specific component of the quantified obligations of teachers.

C.5 Time release

- C.5.1 The parties agree that the provision, to teaching staff, of adequate time release (from direct face to face teaching duties) is an important issue in the maintenance of professional standards.
- C.5.2 It is also agreed that the level of such time-release may vary to reflect the circumstances in particular situations.
- C.5.3 The allocation and amount of time-release for individuals shall be the subject of discussion between staff and school management appropriate at times during the life of this Agreement.
- C.5.4 Time-release for teachers holding 'Position of Responsibility' (Band 2 positions) shall be handled in the same way as time-release for other teachers.

- C.5.5 Where a vacancy is notified/advertised for 'positions of responsibility' (Band 2 positions) the range of the salary and allowance to be paid to that position shall form part of the notifications/advertisement.
- C.5.6 The meal break will be for not less than thirty minutes except where a Teacher 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.
- C.5.7 **Non-Contact Time** is not to be used to provide any part of the meal-break or morning recess break.
- C.5.8 Specialist **Teachers**, including teacher librarian and teacher counsellors, are entitled to the same amount of Non-Contact Time entitlements.
- C.5.9 Part time **Teachers** have pro-rata Non-Contact Time entitlements

C.6 Non-Timetabled Time

- C.6.1 A teacher may be required to undertake Other Professional Activities and Co-Curricular activities in non-timetabled time
- C.6.2 The span of hours during which Non-Timetabled Time shall be worked is 8.00am to 5.00pm.
- C.6.3 Non-timetabled time includes recess breaks. Teachers may utilise the students' recess period as a refreshment break, unless they are assigned to undertake Duties.

C.7 Relief Lessons

- C.7.1 Teachers may be required to undertake Relief lessons in Non-Contact time but subject to the following conditions:
- (i) Where the absence of a Teacher is likely to be prolonged, other Teachers will not normally be required to undertake the duties of the absent Teacher.
 - (ii) Where a Teacher is absent due to attendance at School - instigated activities such as conferences and school camps, the remaining Teachers will not be required to undertake the duties of the absent Teacher if this would involve them exceeding the normal teaching load at the School.
- C.7.2 The total amount of Relief Lessons shall not exceed:
- (i) 20 hours per year for Middle and Senior School Teachers
 - (ii) 15 hours per year for Early Years and Junior School Teachers
- C.7.3 Middle and Senior school teachers shall not be required to undertake more than 6 hours of Relief Lessons in any one school term. Early Years and Junior school teachers shall not be required to undertake more than 4.5 hours of Relief Lessons in any one school term.
- C.7.4 Middle and Senior school teachers will only be required to take relief lessons in the areas in which they are registered and qualified to teach.
- C.7.5 The allocation of Relief Lessons to part-time teachers shall be on a pro-rata basis.

C.8 Definitions

- C.8.1 **Duties** means the supervision of students undertaking activities, including lunch and recess breaks, outside of Timetabled Time.
- C.8.2 **Meetings and Briefings:** means all such events, however titled, which a *Teacher* is required to attend.
- C.8.3 **Non-Contact Time** means the amount of time provided during Timetabled Time where the *Teacher* is self-directed in the undertaking of professional responsibilities in support of their teaching or pastoral care. Non-Contact Time is the difference between **Timetabled Time** and **Student Contact Time**.
- C.8.4 **Non-Timetabled Time** means time within the Span of Hours, but outside of **Timetabled Time**.
- C.8.5 **Other Professional Activities** means activities undertaken by the *Teacher* directly related to the profession of teaching (see Clause C.2.1.8). A *Teacher* may be required to attend to these activities at specified times outside of Timetabled Time usually, but not always, within Non-Timetabled Time.
- C.8.6 **Preparation/Professional Development** means preparation, training, professional development, or study undertaken at the employer's instruction. It may be included in Other Professional activities where the School approves the inclusion in the required time.
- C.8.7 **Professional Commitments** means required activities which are directly related to teaching but which are not regulated.
- C.8.8 **Relief Lessons** means lessons or activities undertaken by a *Teacher* in lieu of the *Teacher* usually assigned to that class or activity.
- C.8.9 **Span of Hours** means the times between which a *Teacher's* work is usually performed. It is not the usual daily starting time or the usual daily finishing time and does not indicate the usual span of attendance each day.
- C.8.10 **Student Contact Time** means the total amount of time from Timetabled Time that a **Teacher** is scheduled to exercise responsibilities either with Individual students or with specified groups of students. A **Teacher** who is assigned a less than full teaching load may be required by the employer to undertake other activities up to the usual amount of Student Contact Time
- C.8.11 **Timetabled Time** means the total amount of scheduled time available in the timetable, exclusive of meal breaks. It is the total of Student Contact Time and Non-Contact Time. Timetabled Time for a **Teacher** commences from the time when the **Teacher** is first required to attend class or receive students in the morning until the **Teacher** is free to leave the classroom in the afternoon following the dismissal of students.

Appendix D - Classification Structure for School Assistants

- D.1** This classification guide assists in the description, understanding and classification of the diverse range of roles carried out by **School Assistants** within the school environment.
- D.2** The School must, by reference to the criteria prescribed below and the **employee's** job description, classify **employees** at the relevant grade within one of the career streams outlined in Clause D.5.
- D.3 Job Description Can Cover More than one career stream**
An **employee** who has a job description consistently traversing more than one career stream will be classified within that career stream that best describes the major and substantial part of the **employee's** allocated duties.
- D.4 Performance of duties in other career streams**
Nothing contained in this Schedule may be read or construed as limiting or affecting the right of the employer reasonably to require an **employee** of any classification at any time, or temporarily, to perform duties appropriate to other career streams whether or not the duties are those normally attached to a higher or lower grade and career stream or any other duties associated with the conduct or operation of the school provided that the **employee** is appropriately trained and suffers no reduction in salary as a result.
- D.5 Definitions**
- D.5.1** **School Assistant** means employees as defined as in Clause 6.
- D.5.2** **'Classroom/Curriculum Support'** is a career stream of the *School Assistant* Classification structure covering those **employees** who provide support and assistance to teachers within the requirements of the school curriculum. **Employees** who fit within this stream may include but are not limited to the following; Co-educators, learning area/classroom assistant, Instrumental Tutor, Music/Dance/Drama Coaches, Sports Coaches/Assistants, Outdoor Education Assistants Note: An instrumental tutor will not be employed at a Level lower than Level 4.
- D.5.3** **'Resources'** is a career stream of the *School Assistant* Classification structure covering those employees who provide support in the operation of curriculum related services. **Employees** who fit within this stream may include but are not limited to the following; library assistants and technicians, information technology staff, laboratory staff etc.
- D.5.4** **'Administration'** is a career stream of the *School Assistant* Classification structure covering those **employees** who work within the school on administrative duties and functions. **Employees** who fit within this stream may include but are not limited to the following; administrative assistants, finance assistants, administration and students services staff, finance staff, communications and marketing staff, publications staff, human resource professionals and enrolment officers.

- D.5.5** **'Services'** is a career stream of the *School Assistant* Classification structure. This stream covers those *employees* that are working within the school and covers those roles that have traditionally been known as ancillary work. *Employees* who fit within this stream may include but are not limited to the following; Facility manager, grounds and maintenance staff, cleaners etc
- D5.5.6** **'Extension'** is a career stream of the School Assistant Classification structure covering those *employees* that are working within the school offering professional or para-professional services who are not engaged as contractors. *Employees* who fit within this stream may include but are not limited to the following; counsellors (non-teachers), nurse, speech pathologists, psychologists, and other professionals employed directly by the school
- D5.5.7** **'Early Childhood Education'** is a stream within the classification structure that covers those employees working with the Early Learning Centres across the school. These employees support early childhood teachers including the supervision, care and education of pre-school children and students attending out of school hours care/vacation care services of the school.

D.6 Classification and Evaluation Factors

Classification of **School Assistants** is based on the below Evaluation Factors. These factors provide the basis for comparing the work value of each job. Comparison of school assistants' roles within the school can then be confidently and objectively undertaken. When classifying roles, the Evaluation Factors Matrix should be used in context of the relevant Career Stream. The classification of the role will be determined by the level of the majority of duties performed.

D.6.1 Supervision and Direction

School Assistants are subject to various levels of supervision and direction, depending on the work and organisational context. A continuum of supervision and direction provides a measure of the level of independence given to the School Assistant, from tasks performed under close/direct supervisions to complex tasks performed without supervision and a high level of self-direction.

D.6.2 Use of Knowledge and Expertise

This factor relates to the degree of experience, knowledge and expertise required to perform the work competently. This may be gained through on-the-job experience, formal education, formal training, in-house or external training or a combination of these.

D.6.3 Use of Skills and Problem-solving

This factor relates to the assessment of the nature and degree of problem-solving required in the work. Problem solving is the process of defining and/or selecting the

appropriate course of action where a range of actions may be available.

D.6.4 Control, authority and decision making

This factor measures the degree of influence exercised by the **School Assistant** within the school: for example, the distinction between basic liaison in exchanging information and complex negotiation and persuasion and the extent of authority to make decisions.

D.6.5 Judgement

Judgement is the ability to form opinions, evaluations and to make decisions that reflect a clarity and depth of perception; show discernment or discrimination in practical matters and recognise the consequences of decisions or actions.

D.6.6 Responsibility and accountability

This factor evaluates the degree to which a **School Assistant** is to be held accountable for the work assigned to them; whether this accountability resides totally or partially with the individual worker for a particular job or if accountability is held by the next level of management is a key issue.

D.6.7 Responsibility for others.

This factor involves a continuum of responsibility for the outcomes and performance of others and will range from limited to extensive management responsibility.

NOTE: Undertaking duties at a particular grade presumes that an **employee** may also undertake duties of a lower grade.

Evaluation Factors							
	Supervision and Direction	Use of knowledge and Expertise	Use of Skills and Problem solving	Control, Authority and decision making	Judgement	Responsibility and Accountability	Responsibility for others
Grade 1	<p><u>Close/Direct Supervision</u> Tasks are performed under close/direct supervision. Routine tasks under close supervision. Work performed is frequently checked. Detailed instruction and routine tasks.</p>	<p>Demonstrate a basic operational knowledge in a narrow to moderate range of areas. Demonstrate a clear understanding of established routines and predictable procedures. Requires basic technical knowledge. Holds Certificate 2 or demonstrates equivalent competencies.</p>	<p>Demonstrate and apply practical skills for routine and predictable tasks. Apply a defined range of skills consistent with formal or on the job training.</p>	<p>Perform a range of tasks where the choice of actions is either clear or limited in range of options.</p>	<p>Make limited judgement from a small and known number of alternatives</p>	<p>Responsibility for work within the context of established routines, procedures and guidelines. May take a limited responsibility in determining methods and procedures required to achieve the specified outcomes and results.</p>	<p>May have engagement with students under close/direct supervision</p>

Grade 2	<p>General Supervision Receives general supervision. Receives instruction on unusual, non-routine, difficult features or new practices. Progress checks confined to the unusual or difficult aspects.</p> <p>Assignments reviewed on completion.</p>	<p>Demonstrate some relevant theoretical knowledge and the ability to undertake self-directed application of appropriate techniques. Has the technical knowledge and experience to perform assigned tasks of some complexity across a wide variety of duties. Seeks information and advice as necessary.</p> <p>May apply a level of specialist skills obtained through a Certificate 3 or equivalent competencies. (Early Learning Centre staff only)</p>	<p>Apply a range of well-developed skills, including interpersonal, to a variety of predictable problems and occasional unpredictable problems consistent with their knowledge.</p>	<p>Some discretion is required within specified guidelines.</p>	<p>Interpret available information, using discretion and judgement.</p>	<p>Take responsibility for own work and outcomes to specified standards.</p>	<p>Will be involved in working closely with individual and small groups of children on pre-prepared and structured programs. May be expected to take a leading role when working with School Assistants at Grade 1.</p>
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Grade 3	<p>Low level of direct supervision but subject to Direction</p> <p>Receives little direct supervision and may perform complex tasks without supervision. May require low level direction covering the broader technical aspect of the work. Subject to occasional checks to ensure satisfactory progress.</p>	<p>Demonstrate a broad knowledge base incorporating a range of theoretical concepts. Technically competent and well experienced. Undertakes enquiries to clarify technical requirements.</p> <p>Contribute to development of operational policy. Holds a Certificate 3 or 4 or demonstrates equivalent competencies identified in relevant certifications at this grade.</p> <p>May apply a level of specialist skills obtained through a Diploma or equivalent competencies. (Early Learning Centre staff only)</p>	<p>Apply a range of solutions wide range of problems. Analyse and plan approaches to technical problems or management requirements.</p>	<p>Identify and apply skill and knowledge in some depth to most matters. May be required to work within a budget.</p>	<p>Locate, analyse and evaluate information from a variety of sources.</p>	<p>Take responsibility for own outcomes in relation to specified quality standards. May be expected to take significant initiative and responsibility.</p>	<p>Supervision and direction of other School Assistants or of a volunteer parent or student helpers may be a function at this level.</p> <p>May be responsible for the close supervision and care of children with special needs.</p>
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Grade 4	<p>Moderate Direction</p> <p>Usually responsible to a senior member of staff. Usually works within clear stated objective and work is measured in terms of stated objectives.</p>	<p>Required to apply a broad knowledge base incorporating theoretical concepts, with substantial depth in some areas. Fully competent in a technical sense and requires little or no guidance during the performance of work. Undertake research to obtain guidance as required in the achievement of stated objectives.</p> <p>Holds a Diploma or demonstrates equivalent competencies identified in relevant certifications at this grade.</p> <p>This level is the entry level for newly qualified graduates whose position may develop into a Grade 5 or Grade 6 and who have completed a course of 2 or more full time years in a specialised discipline.</p>	<p>Analyse, diagnose design and implement solutions across a broad range of technical or management functions.</p>	<p>Requires a high degree of initiative, discretion and capacity to program their work. May be required to prepare a budget.</p>	<p>Evaluate information and use for forecasting, planning or research purpose.</p>	<p>Responsible for own outcomes within broad parameters.</p>	<p>May take limited responsibility for the achievement of group outcomes. May be expected to supervise School Assistants at Grade, 1, 2, 3.</p>
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<p>Minimal Direction</p> <p>Usually responsible to a senior manager or executive and receives minimal direction: requires no guidance during the performance of work.</p>	<p>Apply specialised knowledge with depth in several areas. Expected to have relevant, formal tertiary qualifications equivalent to 2 years full-time study (including a Diploma comprising 2 or more years of full-time study) or demonstrated competencies identified in relevant certifications. . Required to make autonomous use of a high-degree of critical knowledge to initiate, implement and manage complex and large tasks within an administrative function of the school.</p>	<p>Able to provide critical and highly specialised support to significant education programs. Initiate, analyse, design, plan, execute and evaluate major broad or highly specialised technical or management functions in varied or specialised contexts.</p>	<p>Exercise substantial autonomy in decision-making for large or complex functions using a wide range of highly specialised technical, creative or conceptual skills such as budget preparation.</p>	<p>Generate and evaluate ideas through the analysis of information and concepts at an abstract level.</p>	<p>Accountable for own or service outcomes within broad parameters.</p>	<p>May exercise managerial and/or coordinating responsibilities.</p> <p>Accountability for group outcomes within broad parameters.</p> <p>May be expected to manage School Assistants at Grade 1, 2, 3 & 4.</p>
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Grade 6	<p>Broad Direction</p> <p>Normally responsible to a Senior Manager or Executive. Manages within broad policy objectives. Influences the development of operational strategies and resource allocation and initiates development in policy and practices. Determines priorities and practices which are based upon the broad policy objective.</p>	<p>Demonstrates self-directed development and achievement of broad or specialised areas of knowledge and skills. Undertake research and investigation that leads and contributes to the development of policies and strategies of significance to the strategic direction of the school.</p> <p>Expected to have relevant, formal tertiary qualifications equivalent to 3 or more years of full-time study.</p>	<p>As an experienced professional, applies knowledge and skills to perform complex tasks.</p>	<p>Generate and evaluate complex ideas through the analysis of information and concepts at an abstract level.</p>	<p>Be responsible for the application of significant and independent professional judgement based on extensive experience and advanced level of expertise within the relevant disciplines.</p>	<p>Accountable for a broad range of personal and possibly team outcomes. Responsible for the overall planning of work for a function or service of significant scale or complexity. Responsible for the development of policy and practice directions for use by other School Assistants.</p>	<p>Demonstrate responsibility and broad-ranging accountability for the structure, management and outcomes of work of others or functions.</p> <p>May be expected to manage School Assistants at Grade 1, 2, 3, 4, & 5.</p>
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D.8 Matrix of School Assistants

Grade	Classroom/Curriculum	Administration	Early Childhood	Resources	Extension	Services
Grade 1	Co-educator Junior Sports/Dance Coach Visual Arts Assistant	Administration Officer	ELC Educator (unqualified)			
Grade 2	Co-Educator Sports/Dance Coach Outdoor Education Assistant Health & PE Assistant Food & Hospitality Assistant	Administration & Student Services Officer Enrolment Support Officer Purchasing Assistant	ELC Educator (Certificate qualified)	ICT Support Officer Library Assistant Laboratory Assistant Performing Arts Technician		Maintenance & Grounds Officer
Grade 3	Co-educator Sports/Dance Coach Outdoor Education Instructor	Archivist Daily Operations Coordinator Enrolment Officer Community Engagement Coordinator Marketing Coordinator	ELC Educator (Diploma qualified)	Library Technician ICT Support Officer Laboratory Technician		Maintenance & Grounds Officer
Grade 4	Instrumental Tutor	Co-Curricular Coordinator Executive Assistant Finance Assistant Enrolment Manager Graphic Designer	Lead ELC Educator (Diploma qualified plus extensive experience), Assistant ELC Director	Library Manager Laboratory Manager		Maintenance & Grounds Officer (Senior)
Grade 5		Purchasing Manager Administration Manager HR Officer				Facilities Manager
Grade 6			ELC – Director	ICT Manager Project & Systems Manager	Nurse Counsellor	

D.9 Indicative Duties

D.9.1 Grade 1

D.9.1.1 Classroom/Curriculum support

- Providing general assistance of a supportive nature to teachers as directed
- Assist in the collection, preparation and distribution of classroom materials and resources
- Purchase and maintain materials as directed
- Assisting students in a group or individual situation under the close/direct supervision of a Teacher
- Observe students and draw the attention of the teacher to them when necessary
- Support staff and students by maintaining stock and equipment, ordering and preparing materials for use in the classroom

Typical jobs within this level: Co-Educator, Visual Arts Assistant

D.9.1.2 Administration

- Performing a range of general clerical and administrative duties at a basic level, for example, filing, handling mail, maintaining records, answering phones and basic data entry.
- Operating routine office equipment
- Operating a computer with relevant software applications at a basic but competent level.
- Perform a reception function, including providing information, taking messages and making referrals in accordance with school procedures.
- Operate a telephone system at a basic level.
- Carrying out minor cash transactions including receipting, balancing and banking

Typical jobs within this Level: Administration Officer

D.9.1.3 Early Childhood

- Assist in the implementation of the children's program under direct supervision.
- Assist in the development of good relations with families attending the facility.
- Contribute to a team approach to education and care.
- Assist in the implementation of daily care routines.
- Develop awareness of and assist in the maintenance of the health and safety of children in care.
- Interact with children in a positive, sensitive and respectful manner.

- Learning how to establish relationships with children.
- Assist in the implementation of developmentally appropriate and inclusive programs for children reflecting the multi-cultural and social nature of the community and in keeping with the National Quality Standard.
- Refer families to senior employees in a sensitive, supportive and professional manner.
- Assist in the provision of support for additional needs of children with complex health support needs and /or disabilities.
- Understand and work according to the policies and procedures as trained and inducted associated with the children's program and the National Quality Standard.
- Be responsible for safe food preparation, equipment storage and cleaning under direct supervision.
- Assist in the preparation of materials and equipment and packing up indoor and outdoor environments as planned in the program.

Typical jobs within this Level: ELC Educator

D.9.2. Grade 2

D.9.2.1 Classroom/Curriculum support

- Assist teachers with the care of students on excursions, sports days and other classroom activities.
- Assist student learning, either individually or in groups, under the direct supervision of a higher level employee or a teacher using pre-prepared and structured programs
- Assist teachers with implementation of learning programs such as LAP, EAL support, Literacy and Numeracy support programs etc
- Assist with communication between students and teachers, particularly the interpretation of instructions
- Assist with physical requirements of students requiring special care
- Undertake sports/dance coaching, preparing and conducting training sessions and/or sporting events.
- Maintain and organise equipment for activities and completing gear checks.
- Provide assistance to teaching staff, outdoor education staff and instructors in the area of activity preparations and briefings and to actively supervise students within the program.
- Deliver first aid care within certification level, coordinate and prepare first aid supplies and resources for relevant programs.

Typical jobs within this level: Co-Educator, Sport/Dance Coach, Outdoor Education Assistant, HPE Assistant, Food & Hospitality Assistant.

D.9.2.2 Administration

- Carry out a wide range of secretarial duties at an intermediate level including word processing, maintain email and computerised records, filing and record systems.
- Use the Microsoft Office Suite and other applications at an intermediate level including learning and school data base systems.
- Provide administrative support to Heads of School and POR teachers including diary management, itineraries, and routine correspondence.
- Undertake mass production of printed material and documents including copying, collating, stapling, binding, folding and cutting.
- Assisting with general organisation of excursions such as booking transport, distributing and collecting permissions slips and communicating with relevant organisations and providers.
- Operate office equipment at an intermediate level
- Undertake school reception duties including referring enquiries to appropriate employees
- Assisting with enrolments including the handling of enquiries and entry of information into database
- Supporting the processing of purchasing requests and the monitoring of stationery and Bookroom resources.

Typical jobs within this Level: Administration & Student Services Officer, Sub-school Administration Assistants, Enrolment Support Officer, Purchasing Assistant

D.9.2.3 Early Childhood

- Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups under supervision of a Diploma qualified Educator.
- Be responsible for recording observations of individual children or groups for program planning purposes for qualified employees.
- Work with individual children with particular needs.
- Work in accordance with food safety regulations
- Form positive relationships and appropriate interactions with children and families
- Implement positive behaviour management procedures
- Work with team members in the inclusion, support and care of children
- Support the inclusion of children with additional needs, including children with disabilities, children with complex health support needs and children from culturally and linguistically diverse backgrounds.

- Employees at this level will hold a minimum Certificate 3 qualification and will work under the general supervision of a Diploma qualified Educator.

Typical jobs within this level: ELC Educator (Certificate qualified)

D.9.2.4 Resources

Technology

- Provide first level help desk support to staff and students
- Assist with the creation and maintenance of system operation manuals, back-up systems, software licence register and history register
- Prioritise urgency of competing demands for assistance and support
- Assist with hardware and network maintenance.
- Operate a wide range of audio visual or ICT equipment
- Support Co-Curricular Coordinators to deliver programs successfully.
- Coordinating the maintenance and auditing of program equipment and resources

Laboratory

- Prepare equipment and materials for teachers and students to undertake simple, practical activities
- Under clear instructions, prepare simple solutions, mixtures and compounds
- Clean and check items for faults and report unsafe practices/actions.
- Order and label supplies and materials and ensure safe storage of all chemicals
- Assist with the design/demonstrations of experiments and equipment as directed
- Stocktaking

Library

- Advise students and staff in the basic use of library systems and equipment
- Demonstrate use of equipment as required
- Research, prepare and set up displays
- Under direction, assist teachers with library lessons.
- Organise inter-library loans
- Assist with supervision of students in the library.
- Produce resource materials as required.

Typical jobs within this Level: Performing Arts Technician, ICT Support Officer, Library Assistant, Laboratory Assistant

D.9.2.5 Services

- Perform gardening duties such as planting, sowing and preparing garden beds and rockeries under general supervision.
- Operating, maintaining and adjusting turf machinery under general supervision
- Apply trade skills in construction, maintenance and repair tasks using precision hand and power tools under general supervision.

Typical jobs within this level: Maintenance & Grounds Officer

D.9.3 Grade 3

D.9.3.1 Classroom/Curriculum support

- Undertaking some responsibility for other employees in the work area
- Apply personal knowledge and initiative to suggest modifications to educational programs to meet the learning needs of specific students, subject to approval of the teacher
- Supervise and care for students with formally identified special needs
- Assist with identifying student learning/behaviour problems.
- Demonstrate practical activities within a variety of routines, methods and experiences under supervision of teachers where discretion and judgement are required
- Provide yard duty support to teachers in accordance with school procedures
- In consultation with employees, undertake specialist instruction to students in specific areas such as music, language, dance and drama.
- Under the supervision of senior and teaching personnel, provide instruction and advice to students in relation to handling and the use of materials and equipment.
- 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
- Develop sessions that instruct students in a variety of methods, from demonstration to verbal direction.
- Provide leadership during training sessions to students and other coaches, instructors and volunteers.

- Establish and maintain a safe working practice at all times by staying within own limits of ability.
- Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.
- Use discretion and judgement in the selection of equipment, work organisation, services, actions and achieving outcomes.

Typical jobs within this level: Co-Educator, Sports/Dance Coordinator, Outdoor Education Instructor,

D.9.3.1 Administration

- Competence in a range of computer software packages including the full 'office suite' such as formatting correspondence and reports, indexing, merging documents and data.
- Provide a secretarial service to committee meetings including preparation and distribution of agendas, minute taking and following up matters identified for action.
- Manage enquiries from students, parents, staff and the general public, making appropriate notes and referrals and briefing management relating to any appointments as necessary.
- Prepare internal and external publications.
- Assist in the maintenance of information for employment records.
- Coordinate relief teachers to cover leave requirements and arrange staff supervision for activities, including exams, excursions and other school events as required.
- Assist management and teachers with timetable software and organise teacher allocation changes.
- Compile and issue enrolment packs to prospective families.
- Liaise with prospective families, and facilitate a smooth and efficient enrolment process, from enquiry through to commencement.
- Manage the School's archive for the purposes of collecting, accessioning, preserving, conserving and restoring where necessary; records pertaining to the function and general operation of the School and its wider community.
- Establish and maintain relationships with the King's Community including King's Community members, parents, volunteers, alumni, P&F committee members and oversee the events and administration required.
- Providing high-quality service to aid the marketing, communication and community engagement initiatives within the School.

Typical jobs within this level: Archivist, Daily Operations Coordinator, Enrolment Officer, Community Engagement Coordinator, Marketing Coordinator

D.9.3.2 Early Childhood

- Responsible, in consultation with the Director, for the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups.
- Ensure a safe environment is maintained for children and employees.
- Ensure that records are maintained accurately for each child in the employees care.
- Develop, implement and evaluate daily care routines.
- Meet the additional needs of children with complex health support needs, including personal hygiene and feeding.
- Liaise with families.
- Provide verbal and written information to families as delegated by the Director/school leadership.
- Responsible to the Assistant Director/Director for the supervision of students on placement.
- Deal effectively and professionally in emergency or stressful situations
- Actively contribute to the development of strong teamwork skills and the creation of a supportive team environment.

Typical job within this level: ELC Educator (Diploma qualified)

D.9.3.3 Resources

Technology

- Develop procedures to optimise effective use of hardware and software applications
- Demonstrate practical activities within a variety of routines, methods and experiences under supervision of teachers.
- Monitor the performance of the components of a computer network
- Provide user assistance and installation with applications, programs and hardware
- Handle written and verbal communications for the help desk environment
- Establish and maintain effective filing systems
- Identify, solve and rectify ICT operational problems
- Assist students to navigate through software or overcome system failures
- Prioritise urgency of competing demands for assistance and support

Laboratory

- Prepare equipment and materials for teachers and students to undertake practical activities which include some complexity.
- Use standard procedures to prepare complex hazardous solutions, mixtures and compounds.
- Assist students with practical activities
- Maintain existing stock control systems, including reconciliation of stock records, investigating discrepancies, noting required repairs and entering relevant data into the Chemwatch system for hazardous substances.
- Prepare risk assessments and safe operating procedures for activities and tasks.
- Report hazards using the procedures in place
- Identify new/revised laboratory safety requirements and recommend implementation.

Library

- Be responsible for the daily operation of the Resource Centre and service within the school environment using substantial applied theoretical knowledge.
- Demonstrate depth in the use of cataloguing systems and systems for retrieval of resources.
- Collate borrowing and overdue lists, sending our overdue and other basic reports.
- Assist with supervision and training of other employees
- Under direction, assist with the evaluation and selection of new equipment
- Under direction prepare purchase orders for equipment and materials.
- Provide assistance to students and employees in performing Resource Centre operating practices and in accessing reference materials.
- Allocate work and undertake training for volunteers.
- Plan, organise and conduct tasks associated with the annual stocktake.
- Oversee the activities of small groups of students working independently in the Resource Centre.

Typical jobs within this level: Library Technician, ICT Support Officer, Laboratory Technician

D.9.3.4 Services

- Assist in the maintenance of the school facilities, including buildings and grounds to ensure they are safe and ready for use and ensuring the school works effectively and efficiently.
- Exercise high precision trade skills using various materials and/or specialised techniques.

- Drive a bus with the capacity for 25 or more passengers.
- Maintain gardens, sports grounds and facilities which includes the use of accredited trade skills in areas such as horticulture and gardening.
- Attend to maintenance request as distributed by the Facilities Manager using accredited trade skills in the areas of construction, electrical work, mechanical repairs and working at heights.

Typical jobs within this level: Maintenance & Grounds Officer

D.9.4 Grade 4

D.9.4.1 Classroom/Curriculum Support

- Assist with student assessment and reporting
- Contribute to communications to parents on progress of students
- Demonstrate an understanding of curriculum by adapting teaching aides
- Apply personal knowledge and initiative to modify education programs to meet the learning needs of specific students
- Support student learning, either individually or in groups, with minimal teacher guidance
- Conduct and coordinate a school choir, band or musical ensemble or more than one of these (but without qualifications applicable to a higher grade)
- Deliver extracurricular instruction to students on an instrument and preparation for instrumental music examinations, predominantly one-to-one although sometimes in small groups.

Typical jobs within this level: Instrumental Tutor

D.9.4.2 Administration

- Use computer software packages, including desk top publishing, database and/or we software and management information systems at an advanced level.
- Undertake responsibility for special projects where an advanced level of clerical, administrative and organisation skills is required.
- Liaise on behalf of the principal with school community and service providers.
- Be responsible for the purchase of office equipment and maintenance of office equipment.
- Provide confidential administrative support to management personnel including work of a highly confidential and sensitive nature.
- Draft replies to non-standard executive correspondence including confidential and sensitive correspondence and communications.
- Design promotional; advertising and marketing materials at an advanced level.

- Provide high quality service to support the marketing, communications and community engagement initiatives of the school.
- Draft correspondence and other documents that are more complex and which initiates or responds to new cases or situations.
- Undertake the role of co-curricular coordinator to develop the profile of the co-curricular program, promote and acknowledge student achievements.
- Formulate and monitor the budget for a specific co-curricular program and undertake all administrative aspects to the running of a successful program.
- Process fortnightly payroll including compliance obligations related to payroll such as PAYG and Superannuation.
- Calculate, record and maintain employees leave entitlement records
- Prepare specialised salary and payroll calculations for approval by other staff
- Provide financial services, including accounts payable and receivable and General Ledger reconciliation.
- Manage all aspects of the school enrolment process, facilitating a smooth and efficient process from enquiry through to commencement.
- Develop and build relationships with prospective parents, current and past students and families of the school
- Develop new enrolment initiatives and build communication strategies that seek to attract prospective families to the school.
- Assist leadership to develop and implement marketing activities, including public relations, print and advertising

Typical jobs within this level: Co-Curricular Coordinator, Executive Assistant, Finance Assistant, Enrolment Manager, Graphic Designer

D.9.4.2 Early Childhood Stream

- Responsible for coordinating and directing the activities of employees including the employees engaged in the implementation and evaluation of developmentally appropriate programs.
- Contribute, through the Director or delegate to the development of Service policies and procedures.
- Assist in the oversight of planning, development, implementation and evaluation of developmentally appropriate programs for children.
- Coordinate operations, including work health and safety, program planning, employee training and rostering of Educators.
- Assist in the development of collaborative partnerships between educators, families and support professionals.

- Be responsible (where suitably qualified and certified) for the day-to-day management of the Service in the temporary absence of the Director and for management and compliance with the National Quality Standards, and all regulatory and statutory requirements.
- Undertake additional responsibilities, including coordinating the activities of more than one group, supervising employees, trainees and students on placement and assisting in administrative functions.
- Participate in relevant financial checks and balance systems, as delegated by the Director/school leadership.
- Participate in regular written and verbal information about all relevant aspects of service delivery for families and how they can become involved.
- Participate in relevant risk management strategies as delegated by the Director/school leadership.

Typical jobs within this level: Lead ELC Educator (Diploma qualified plus extensive experience), Assistant ELC Director.

D.9.4.3 Resources

Technology

- Assist with data and systems analysis and design
- Assist with application programming
- Monitor and maintain ICT systems and related computer, network and server applications
- Provide detailed ICT support to users
- Monitor the performance of, and carry out or arrange for repairs top specialised equipment
- Establish appropriate cataloguing systems
- Identify and recommend training needs
- Monitor and maintain hardware and software components of a computer network.

Laboratory

- Demonstrate experiments or laboratory techniques.
- Develop and implement measures for proper laboratory storage control and handling or disposal of dangerous and toxic substances.
- Prepare equipment and materials for teachers and students to undertake complex practical activities.
- Maintain complex scientific equipment, monitor its performance as necessary.

- Prepare risk assessments and safe operating procedures for complex tasks performed.
- Plan, schedule and timetable the use of science faculty facilities and negotiate with teaching staff on suitable room allocations
- Undertake purchasing associated with the science faculty
- Recommend alternative experiments and/or substitute substances
- Advise on chemicals or solutions deemed as dangerous and conditions for their use
- Dispose appropriately of chemicals and dangerous and toxic substances

Typical jobs within this level: Laboratory Manager

Library

- Liaise with other senior employees and teachers in relation to programs, resources and facilities
- Demonstrate advanced use of systems for retrieval of resources
- Manage the automated library system
- Use a high degree of specialised knowledge to catalogue and classify resources
- Organise stocktaking, analyse needs and produce report for management
- Undertake specific projects
- Provide advice to employees in relation to copyright
- Assist with budget preparation and research
- Supervise others including students and parents/volunteers
- Assist with the evaluation and selection of equipment and make recommendations for purchase.
- Prepare purchase orders as per procedure

Typical jobs within this level: ICT Support Officer, Library Manager (non-teacher)

D.9.4.4 Services

- Assist in the oversight of the maintenance of the school facilities, including buildings and grounds to ensure they are safe and ready for use and ensuring the school works effectively and efficiently.
- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
- Deputising for the Facilities Manager if absent, including undertaking all duties

Typical jobs within this level: Senior Maintenance & Grounds Officer

D.9.5 Grade 5

D.9.5.1 Administration

- Manage the purchasing and procurement process for the school across both campuses.
- Research the market and identify appropriate and competitive providers/suppliers based on cost effectiveness.
- Manage stock control processes, undertake bi-annual stocktake and audit received goods allocating to appropriate budget lines.
- Serve as the Secretary for the WHS committee, updating a distributing policies, procedures and forms as required.
- Oversee the Emergency Response Management Policy and Procedures.
- Undertake personnel functions including assisting in the development of induction and orientation programs for new employees and volunteers. Liaise with systemic/government organisations regarding policy and other matters.
- Develop and implement procedures and school policies relating to student and employees safety and well-being.
- Ensure compliance to WH&S legislation applying to assets, grounds, building, facilities and equipment.
- Develop and implement procedures and work practices for the administration areas of the school.
- Provide leadership and direction to operational and strategic planning.
- Review administrative operations and determine their effectiveness.
- Oversee professional development and training arrangements for School Assistants
- Develop and manage priorities of administrative support employees in consultation with the Principal and Director of Business.

Typical jobs within this level: Purchasing Manager, Administration Manager, HR Officer

D.9.5.2 Extension

- Provide school nursing services including required documentation and record keeping

Typical jobs within this level: Nurse

D.9.5.3 Services

- Oversee the planning and management of the physical facilities. Assets, grounds and environment at King's.

- Implement an effective facilities maintenance program across the school and shared spaces ensuring facilities are fit for their purpose and the school is compliant with relevant legislation including WHS and other agreed/required standards.
- Investigate and develop written plans and proposals necessary to implement changes to existing systems
- Exercise a high level of management skills in a range of property services across campuses.
- Take a leading role in project management where required.

Typical jobs within this level: Facilities Manager

D.9.6 Grade 6

D.9.6.1 Early Childhood Stream

- Responsible, as Director, for the overall management and administration of an Early Learning Centre. At this level the employee is required to hold nationally approved qualifications which are consistent with Grade 6 requirements.
- Be responsible for the supervision, development, implementation and evaluation of programs and routines.
- Coordinate, supervise, direct and evaluate the activities of employees within the service.
- Oversee and lead employees to implement a care and education program based upon the Early Years Learning Framework.
- Demonstrate and share knowledge of child development and effective approaches to facilitating children's care and education programs consistent with the National Quality Standard.
- Work with other employees in observing, supporting and extending children's participation in the program.
- Lead discussion on reflective practice and continuous improvement to achieve the National Quality Standard.
- Lead and share information, knowledge and expertise on practice, policy developments and community changes that may impact on the service.
- Actively engage employees in decision making, information sharing and reviewing performance to improve the service in response to the unique needs and circumstances of the children, families and community in which the service operates.
- Supervise the quality, development, implementation and evaluation of programs and routines.
- Demonstrate and share knowledge of child development and effective approaches to facilitating children's care and education programs consistent with the National Quality Standard

- Plan for and facilitate the inclusion of children with additional needs, including children with disabilities, children with complex health support needs and children from linguistically and culturally diverse backgrounds. Develop and supervise rosters to ensure that they meet child:employee ratio requirements.
- Manage the purchase, provision, preparation, storage and labelling of a variety of nutritious and appropriate foods within regulated hygiene standards.
- Manage, induct, assess and develop and train employees, volunteers and students as required.
- Facilitate regular employees meetings and encourage collaborative contributions from employees.
- Supervise and encourage employees, volunteers and students to develop strong teamwork skills and create a supportive team environment.
- Support a culture of continuous learning for all employees of the service including self.
- Develop collaborative partnerships between educators, families and support professionals.
- Ensure the Service adheres to all relevant regulations and statutory requirements and meets National Quality Standard.
- Develop and effectively manage employee records, including financial, workplace compliance, training and development and personal data.
- Ensure regular liaison occurs with all stakeholders, all state and federal census is completed and submitted and all reports are prepared and tabled for the employer at each meeting.
- Liaise with families and outside agencies.
- Assist school management to formulate and evaluate annual budgets.
- In consultation with school management, develop and maintain policies and procedures for the service.
- Liaise and consult with school management in relation to events, staffing, child welfare and protection, WHS, curriculum and operational matters on a regular basis.
- Develop, implement and review relevant risk management strategies as directed by the employer.
- Ensure and respond to requests for information from families about their children's progress
- Recruit employees in accordance with relevant regulations and as guided by relevant school policy and as directed by the Principal.
- Build the capacity of all employees by supporting and mentoring others to take on leadership roles in areas of expertise or of potential interest.

Typical jobs within this level: ELC Director.

D.9.6.2 Resources

Technology

- Manage the ICT infrastructure within the School.
- Provide subject matter expertise or policy and planning advice
- Investigate, interpret and evaluate information for the guidance of users.
- Investigate and design the implementation of computer and software systems
- Develop, coordinate and present training courses in relation to computer hardware and software
- Research and examine likely long-term requirements for ICT, prepare alternative plans and strategies and report on their feasibility
- Managing and overseeing a range of Digital Information System projects over the course of the project lifecycle, from business case through to implementation, ensuring projects are completed efficiently and promptly.
- Responsible for optimising and improving processes and approaches where necessary.

Typical jobs within this level: ICT Manager, Project and Systems Manager

D.9.6.3 Extension

- Provide health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care and its associated administrative duties
- Responsible for the coordination, administration and management of the school's health service.
- Undertake complex professional activities including research, including the selection and application, based on professional judgement, of new and existing techniques and methodologies requiring the exercise of professional independence combined with high levels of competence.
- Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the school, formulate policies and provide specialist advice on policy formulation to senior management.]
- Manage the counselling services of the school.

Typical jobs within this level: School Nurse, School Counsellor

SIGNATORIES

EMPLOYER REPRESENTATIVE

Full Name: DAVID JAMES GRIMMETT

Position: PRINCIPAL

Address: KEITHCOT FARM DRIVE
WYNN VALE

Signature: 

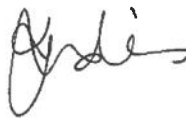
Date: 10/4/2024

WITNESS

Full Name: JODIE LOUISE ALOIS

Position: HR MANAGER

Address: 3 KEITHCOT FARM DRIVE
WYNN VALE SA 27

Signature: 

Date: 10/4/2024.

EMPLOYEE REPRESENTATIVE

Full Name: KATHERINE ROE

Position: LABORATORY TECHNICIAN

Address: 3 KEITHCOT FARM DR
WYNN VALE SA 27

Signature: 

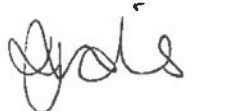
Date: 10/04/2024

WITNESS

Full Name: JODIE LOUISE ALOIS

Position: HR MANAGER

Address: 3 KEITHCOT FARM DR
WYNN VALE SA 27

Signature: 


Date: 10/4/2024.

IEU REPRESENTATIVE

Full Name: FRANK BERNARDI

Position: INDUSTRIAL OFFICER

Address: 213-215 CURRIE ST
ADELAIDE SA. 5000

Date: 12/4/24


WITNESS

Full Name: ROBERT SEALS

Position: INDUSTRIAL OFFICER

Address: 213-215 CURRIE ST
ADL SA 5000

Date: 12/4/24
