

FAIR WORK COMMISSION

Fair Work Act

Section 156 – 4 Yearly Review of Modern Awards

Family Friendly Work Arrangements (AM2015/2)

Witness Statement of Katie Anne Routley

1. My name is Katie Anne Routley. I am 37 years old. I am married with two children aged 4 and 2 years. Our first child was born in August 2012 and our second child was born in February 2015. I am currently on parental leave from my teaching position at St John's Grammar School. The *St John's Grammar School Inc Enterprise Agreement 2005* (the Agreement), is **Attachment A**.

Parenting responsibilities

2. After the birth of my first child, my husband did not have permanent work so I needed to work part-time to ensure we had secure income. He had a part-time, short-term contract position for 0.8 FTE, however because it was not permanent we did not know at what capacity he would be employed the following year, if at all. We relied on my income to meet our financial commitments.
3. We share the care of our child. We sent our first child, [REDACTED], to childcare for 4 days per week when I went back to work in 2014. My mother regularly helped out by looking after her on the other day of the week. My mother is also my father's carer due to his ill health, which meant she was not always available to help out with the care of [REDACTED].

Employment arrangements

4. From 2003 to 2010 I held numerous one year 'contract' teaching positions at a variety of non-government schools in South Australia. My contract positions were all full-time, fixed-term leave replacement contracts.
5. At the beginning of 2011, I gained a full-time, permanent primary school teacher position at St John's Grammar, in Belair, Adelaide, South Australia.

6. Towards the end of 2011, I became pregnant with my first child. I applied for and was granted maternity leave from August 2012 to December 2013. My application was made in accordance with school policy and Clause 16 of the Agreement.
7. I still hold my position and I am currently on parenting leave with my second child.

Request for reduced hours

8. In about August 2013, I was required to advise the school of my intentions regarding the 2014 school year. I understood my options were to either extend my unpaid parental leave and take 2014 off work, or return to my teaching position on a full-time basis. I understood these to be the options because my work colleagues explained to me the school did not allow teaching staff to return from parental leave to the classroom on a part-time basis. I don't know if there was a written policy about returning to work from parental leave and part-time work. My colleagues told me that numerous staff before me had been forced to resign once their parental leave entitlements were exhausted because of this policy.
9. I remember having a few brief informal discussions in the staffroom at lunchtime or recess with the Junior School Principal, Mr [REDACTED], about the school's view on part time work. He made me aware that Ms [REDACTED], the Principal of the whole school, was not a fan of part-time work.
10. I needed to work to support my family and I also needed sufficient time to care for my young child. The only way I could manage these two priorities was to work part-time. Even though I had been told by colleagues that the school did not allow teachers to work part-time, I felt I had no option but to apply anyway. At the time, I was not a union member, but a colleague of mine [REDACTED] was. I recall that she spoke to the Independent Education Union and was advised that 'all you can do is ask' for part-time work.
11. In August 2013, [REDACTED], who was also on parental leave, decided to apply to return part-time together, via a job share arrangement for the 2014 school year. We wrote a letter to the Principal, [REDACTED], Head of Junior School, a copy of which is **Attachment B**.
12. Because [REDACTED] and I both taught in the Junior School we arranged to meet with Mr [REDACTED] at the beginning of September 2013. We wanted to discuss our letter and impress upon him how committed we were to making our return to part-time work proposal successful for both us and the school. Mr [REDACTED] had read our letter prior to the meeting so knew what we wanted to discuss. He was fairly forthright and said 'I'm sure [REDACTED] will say no'. He explained her

reasons for not liking part-time, being that parents did not like it. He conveyed that it was not going to happen. He reminded both of us that we could take an extra year's parenting leave. [REDACTED]'s husband had full-time secure work, so she took this option, but I couldn't.

13. Ms [REDACTED] wrote identical letters to me and Ms [REDACTED] in response to our request. I am not able to locate the letter I received, but I have a copy of the letter Ms [REDACTED] received dated 25 September 2013, a copy of which is **Attachment C**.

Consequences of refusal

14. I was very disheartened by this response; in part because Ms [REDACTED] and I had put a great deal of thought into our proposal and offered to go above and beyond for the school, but also because it was clear there was no possibility of me returning to my job on a part-time basis.
15. Financially, I needed to work and I also wanted to care for my child. I tried looking for part-time work at other schools, but was unsuccessful in finding anything suitable. Because I needed to work and as a result of the school's refusal to consider part-time work, I made the decision to return to my full-time teaching position in 2014. I felt that I had no other choice as I did not wish to give up a permanent teaching position and my family needed financial stability at the time.
16. I now refer to that year as one of the most difficult of my life. Working full-time in the classroom along with doing all of the extra-curricular commitments required by the school (for example, sport supervision after school and on the weekends) had a significant detrimental impact on my family life and my health, including my mental health. I took approximately double the amount of sick leave I was entitled to, hence half the sick days I took were unpaid. My daughter had to go into childcare 4 days per week, because neither my husband nor my mum could care for her five days per week. My husband was working part-time and did not have job security and my mother also had to care for my father. My daughter caught various illnesses in child care and was sick often. I felt I missed out on her growing up between the ages of one and two. I cannot recapture this time.
17. I believe everything in my life suffered at that time - my family life as well as my teaching life. I certainly didn't teach to the best of my ability because I was run down by trying to do too many things well. It was not possible; I did many things only half as well as I felt I should. I felt constantly exhausted and drained and was not as healthy as I used to be.
18. Had I been able to return to work part-time there would have been much greater balance in my life. I believe I would have been a better teacher and parent. Sharing the teaching load

with another teacher would have added balance that was missing in my life that year. I believe professionally I would have been able to give much more to my class, been more organised and would have benefitted from working alongside another teacher so that we could not only share the load but would be able to learn from each other.

19. I fell pregnant again in 2014 and commenced maternity leave in 2015. With two children under four, I decided that I could not and would not return to work full-time. I knew that my family would not cope and neither would I. Based on my earlier experience, I knew a return to work part-time was very unlikely to be approved. Instead, I applied for and was granted extended parental leave for 2016 and 2017; one year of parenting leave for each child.
20. During the last two years, I have been able to do some relief teaching and luckily my husband now has a permanent job. Because of my employer's refusal to accommodate part-time work, at the end of 2017 I must decide whether or not to resign from my permanent position or to go back to work full-time. I believe it is too early in my children's life for me to be able to work full time. I feel that they are reliant on me for so many things and I believe that working full time would once again put a strain on my physical and mental health as well as too much of an impact on their lives.
21. I am very concerned and disappointed that it seems likely that I will be forced to resign from my permanent position because my husband I chose to start a family.

Enterprise Agreement Negotiations.

22. As a union member, I am aware that during the period of my absence, the Independent Education Union negotiated for a new Enterprise Agreement at St John's Grammar in 2014 and 2015. I am aware that one of the claims made on behalf of employees was for provision of job share arrangements in the proposed Agreement.
23. In the course of those negotiations I received an all staff email attaching a Memorandum titled Enterprise Agreement Update addressed to all staff dated 1 June 2015, a copy of which is attached and marked **Attachment D**. The Memorandum states that bargaining representatives are insisting on two items as part of the EB that are unacceptable to the School. One of those items is the claim for provision of Job Share arrangements.
24. The memorandum sets out the reasons why the School is opposed to Job Share. The reasons are consistent with what was said and written to me in 2013 as to why the job share proposal Ms [REDACTED] and I put forward was rejected.

.....

Katie Anne Routley

Date: 6 May 2017

ST JOHN'S GRAMMAR SCHOOL INC ENTERPRISE AGREEMENT 2005
(as varied and extended by the AIRC on)

Clause 1: Title

- 1.1 This Agreement will be known as the St John's Grammar School Inc Enterprise Agreement 2005 *(as varied and extended by the AIRC on)*

Clause 2: Arrangement

<u>Subject</u>	<u>Clause No</u>
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Schedule 1 Salaries & Allowances

Clause 3: Parties Bound

This Agreement is binding on;

- 3.1 St John's Grammar School (the school); and
- 3.2 those of its employees whose positions are bound by the scope of the following South Australian Industrial Relations Commission Awards immediately prior to 27 March 2006:
 either the "Teachers (Non-Government Schools) Award" or
 the "School Assistants (Non-Government Schools) Award"; and
- 3.3 the Independent Education Union (SA)

Clause 4: Relationship with "Parent" Awards

- 4.1 With regard to teachers this Agreement incorporates (to the extent allowable by the Workplace Relations Act) the terms of the "Teachers (Non-Government Schools) Award" of the South Australian Industrial Relations Commission immediately prior to 27 March 2006.
- 4.2 With regard to School Assistants this Agreement incorporates (to the extent allowable by the Workplace Relations Act) the terms of the "School Assistants (Non-Government Schools) Award" of the South Australian Industrial Relations Commission immediately prior to 27 March 2006.
- 4.3 The provisions of this Agreement where inconsistent with a provision of the award shall override the award provisions to the extent only of that inconsistency.

Clause 5: Salary and Allowance Adjustments

- 5.1 The Schedule of Salaries annexed to this Agreement will apply.
- 5.2 Salaries and allowances will increase accumulatively by the percentages nominated herein and shall apply from the first full pay period commencing on or after the dates specified:

1 February 2006	3.5%
1 July 2006	1.5%
1 February 2007	4.3%
1 February 2008	3.5%
1 February 2009	5.0%
- 5.3 The parties to the Agreement will commence negotiations no later than 1 August 2009 to determine annual salary increases to be implemented 1 February 2010 and 1 February 2011.

Clause 6: Duration of Agreement

The St John's Grammar School Inc Enterprise Agreement 2005 was effective from 1 August 2005. The variations to this Agreement will apply from the date of approval by the Australian Industrial Relations Commission. This agreement as varied and extended has a nominal expiry date 31 July 2011 but remain effective beyond that date until rescinded, replaced or amended.

Clause 7: Renegotiation of Agreement

The parties to this Agreement undertake to commence negotiation of an amendment, renewal or replacement of this Agreement no later than three months prior to its expiration.

Clause 8: Method of Remuneration

- 8.1 "Total Remuneration" means salary and any other emoluments payable directly or indirectly, whether in cash or kind, by the School to the employee. For the purposes of this Agreement "Total Remuneration" does not include employee superannuation benefits

payable by the employer in satisfaction of the Superannuation Guarantee Charge legislation.

- 8.2 The requirements of the Parent Awards will be satisfied when the employer and the employee make a written agreement in which the employee agrees to accept total remuneration in a manner described at 8.1 above. The written agreements must:
 - 8.2.1 clearly specify the proposed arrangements for payment of the total remuneration including the agreed value of any non-monetary item, the net impact on take home pay and the liability for taxation obligations and administrative expenses (if any) which may arise from the arrangements, and
 - 8.2.2 recommend that the employee take independent financial advice prior to the commencement of the proposed written agreement.
- 8.3 Either the employer or the employee may terminate an agreement made pursuant to this clause by providing the other party with at least twenty eight (28) days written notice of intention to withdraw from the agreement.

Clause 9: Consultative Committee & Employee Participation

- 9.1 The aim of the Consultative Committee is to jointly consider issues affecting the working environment at St John's Grammar School and make recommendations for consideration for adoption by the Principal.
- 9.2 Genuine consultation is encouraged but the final decision, regarding any matter dealt with by the Committee, will be made by the Principal.
- 9.3 The Committee shall not deal with issues regarding the interpretation of, or change to either the Award(s) or this Agreement, OR individual employee grievances.
- 9.4 The Committee will comprise:
 - a three employer representatives (nominated by the Principal).
 - b three employee representatives elected by and from all staff bound by the Agreement.
 - c other staff members may be invited, by the Committee, to participate on an advisory basis for specific issues.
- 9.5 The Committee will elect a chairperson (with a right to vote) from amongst its membership.
- 9.6 Following approval by the Committee, minutes of Committee meetings shall be distributed to School staff bound by this Agreement. In approving minutes the Committee will give due regard to issues of privacy and confidentiality.
- 9.7 The Committee will meet at least once each school term, or more often as it deems desirable.
- 9.8 Staff representatives shall be afforded reasonable opportunities to consult with their constituencies both prior to and following issues being discussed by the Committee.

- 9.9 The Committee will operate on a basis of seeking consensus outcomes with regards to issues brought before it. The outcomes to discussions, will form a recommendation to the Principal.
- 9.10 When making a recommendation to the Principal, the Committee will cover the following in writing:
 - a whether consensus was reached, if not why not
 - b pros and cons clearly explained
- 9.11 The Principal will respond to a recommendation promptly and in writing. It is understood that some matters may need to be referred to the School Board or Finance Committee, before response by the Principal.
- 9.12 Outcomes recommended to and endorsed by the Principal will be incorporated in formal School Policies/Protocols where appropriate.

Clause 10: Staff Assistance Program

The employer agrees to provide a staff assistance program based on St John's Grammar Schools' commitment to the welfare and OH&S of its staff, and subject to the School's Policy. The Association of Independent Schools (SA) preferred program is to be utilised by the School.

Clause 11: School Ethos and Policies

- 11.1 The parties are committed to the School Ethos and Policies statement.
- 11.2 The parties agree to participate in the Professional Development program as outlined in the School Ethos and Policies Statement.

Clause 12: Superannuation

- 12.1 Superannuation contributions made by the employer will comprise the percentage of earnings prescribed by the Superannuation Guarantee Charge legislation and will be calculated using the employees appropriate salary as set out in the schedule of wages attached to this Agreement.
- 12.2 The employer will pay its superannuation contributions monthly into the Non-Government Schools Superannuation Fund (NGS Super) or successor or any other complying fund agreed between the employer and a majority of employees bound by this agreement.

Clause 13: Notice of Termination of the Contract of Employment of Teachers

- 13.1 Notice of termination by employees
 - 13.1.1 Teachers must provide at least one term's notice in writing of termination of employment by the last day of term in the term preceding termination and active duty must conclude on the last day of the term.
 - 13.1.2 This notice period applies wherever the Teachers (Non-Government Schools) Award makes reference to a one term or 12 week notice period.

- 13.1.3 This provision does not apply to replacement, temporary or casual teachers.
 - 13.1.4 The employer may, where reasonable cause exists, reduce or waive the required period of notice.
 - 13.1.5 Despite subclause 15.1.1, teachers are encouraged to provide, where practicable, notice of resignation (to the Principal) as early as possible.
 - 13.1.6 Where an employee does not give the notice required by subclause 15.1.1, the employer may withhold payment of any salary and allowances outstanding to the credit of that teacher providing that the amount of money withheld does not exceed an amount of money which corresponds to the length of time by which the notice period was deficient.
- 13.2 Notice of Termination by Employer
- 13.2.1 The employer must provide at least one term's notice in writing of termination of employment by the last day of term in the term preceding termination.
 - 13.2.2 This notice period applies wherever the Teachers (Non-Government Schools) Award makes reference to a one term or 12 weeks notice period. However, a 12 week notice period will continue to apply in circumstances where a teacher is made redundant.
 - 13.2.3 Payment in lieu of notice must be made if the appropriate notice period is not given.
 - 13.2.4 The period of notice in this clause does not apply in the case of:
 - 13.2.4.1 Dismissal for conduct that at common law justifies instant dismissal;
 - 13.2.4.2 Replacement employees;
 - 13.2.4.3 Temporary employees;
 - 13.2.4.4 Casual employees.

Clause 14: Curricular, Co-curricular and Extra-curricular Commitment

- 14.1 The parties to this agreement recognise the following components of a teacher's work.
 - 14.1.1 *Curricular Activity* means time-tabled, face-to-face contact time with students for the purposes of pastoral care, instruction in academic disciplines and/or organisational matters, usually in a classroom but elsewhere on occasions.
 - 14.1.2 *Co-curricular Activity* means professional or pedagogical activity undertaken by a teacher as an essential adjunct to Curricular Activity and includes such activities as staff meetings, pastoral care, professional development activities, parent teacher interviews, religious observances, school assemblies, an annual sports day, an annual open day and other activities deemed to be co-curricular by the Consultative Committee at the school.

- 14.1.3 *Extra-curricular Activity* means the organisation, management or supervision of cultural, social or sporting activities in which students participate on a voluntary basis as determined to be extra curricular by the Principal (or nominee) in conjunction with the Consultative Committee at the school.
- 14.2 The parties agree that participation in the curricular and co-curricular activities of the school is a fundamental component of the contract of employment and is therefore a mandatory requirement for all teaching staff, subject to specific conditions of an award or Enterprise Agreement and taking into account the pro rata involvement of part-time teachers as applicable.
- 14.3 The parties also agree that all teaching staff are expected to participate in extra curricular activities subject to the following conditions:
- 14.3.1. The accepted extra-curricular load for a school year will be equivalent to attending a sporting match and one after-school sports practice per school week extending over two school terms.
- 14.3.2. Allocation of loads is the responsibility of the Principal or nominee of the Principal but is subject to negotiation and/or the application of Grievance Procedures.
- 14.3.3. The parties agree that personal situations might arise which require special consideration. These may include:
- Temporary physical incapacity.
 - Particular family responsibilities.
 - Balance with other workload components.
 - A teacher's own sporting or cultural activity.

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

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

Clause 15: Academic Year

The academic year at the School will be a maximum of 39 weeks and comprise of the four terms. The academic year will end no later than the second to last Friday prior to Christmas Day.

Clause 16: Paid Maternity Leave

- 16.1 The Parental Leave clauses of both parent awards are amended to provide that the first twelve (12) weeks of the maternity leave will be paid leave.
- 16.2 Paid Maternity Leave will not be taken into account for the purposes of calculating holiday pay, annual leave, annual leave loading, long service leave or sick leave entitlement.
- 16.3 Twelve weeks paid leave is subject to the employee having at least two years full service. Each subsequent period of paid Maternity Leave requires at least 18 calendar months of continuous service after the end of the previous period of parental leave.
- 16.4 The rate of pay applying to the employee's substantive position will be the determinant of the rate of payment for paid Maternity Leave.
- 16.5 The paid Maternity Leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling due within the period of paid leave.
- 16.6 The School's liability for paid Maternity Leave will be reduced by the amount paid from any Government paid maternity/adoption leave scheme that may apply.

Clause 17: Paid Adoption Leave

- 17.1 The Parental Leave clauses of both parent awards are amended to provide that the first twelve (12) weeks of the Adoption Leave will be paid leave.
- 17.2 Paid Adoption Leave will not be taken into account for the purposes of calculating holiday pay, annual leave, annual leave loading, long service leave or sick leave entitlement.
- 17.3 Twelve weeks paid leave is subject to the employee having at least two years full service. Each subsequent period of paid Adoption Leave requires at least 18 calendar months of continuous service after the end of the previous period of parental leave.
- 17.4 The rate of pay applying to the employee's substantive position will be the determinant of the rate of payment for paid Adoption Leave.
- 17.5 The paid Adoption Leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling due within the period of paid leave.
- 17.6 The School's liability for paid Adoption Leave will be reduced by the amount paid from any Government paid maternity/adoption leave scheme that may apply.

Clause 18: Paid Paternity Leave

- 18.1 From the certification of this Agreement, a male employee is entitled to five days paid paternity leave around the time of the birth of a child to the employee's spouse.
- 18.2 The paid leave will be for a period not exceeding the number of hours worked by the employee in five ordinary days of work.

Clause 19: Protection

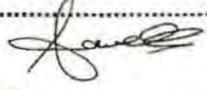
The School has no intention of reducing employment conditions for staff through legislative changes and will not seek to erode current conditions of staff should a choice to do so become available through legislative changes.

Clause 20: Declaration and Signatories

The parties are satisfied they have fulfilled all relevant statutory requirements and agree jointly to make application for approval of the Preserved State Agreement to be varied and extended as contained in this document..

Signed on behalf of St John's Grammar School (Inc)

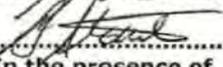

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In the presence of 

Date: ..12-12-08.....

Signed on behalf of IEU (SA) representing members bound by this Agreement

 Glen SEIDEL

 Bruno Sartorello
In the presence of

Date: ..19/12/08.....

Cosignatories on behalf of employees (not being IEU (SA) members) bound by this Agreement


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ST JOHN'S GRAMMAR ENTERPRISE AGREEMENT

TEACHER SALARIES

		1/02/06	1/07/06	1/02/07	1/02/08	1/02/09
	current	3.5%	1.5%	4.3%	3.5%	5.0%
	\$ pa					
Step 1	39,791	41,184	41,802	43,599	45,125	47,381
Step 2	42,306	43,787	44,444	46,355	47,977	50,376
Step 3	45,451	47,042	47,748	49,801	51,544	54,121
Step 4	47,729	49,400	50,141	52,297	54,127	56,833
Step 5	50,007	51,757	52,533	54,792	56,710	59,546
Step 6	52,286	54,116	54,928	57,290	59,295	62,260
Step 7	54,568	56,478	57,325	59,790	61,883	64,977
Step 8	56,847	58,837	59,720	62,288	64,468	67,691
Step 9	59,124	61,193	62,111	64,782	67,049	70,401
Step 10	61,326	63,472	64,424	67,194	69,546	73,023
AST	63,369	65,587	66,571	69,434	71,864	75,457
Band II Leadership Positions (Allowances)						
Level 1	2,045	2,117	2,149	2,241	2,319	2,435
Level 2	5,659	5,857	5,945	6,201	6,418	6,739
Level 3	9,275	9,600	9,744	10,163	10,519	11,045
Level 4	13,229	13,692	13,897	14,495	15,002	15,752

ST JOHN'S GRAMMAR ENTERPRISE AGREEMENT

SCHOOL ASSISTANT SALARIES

		1/02/06	1/07/06	1/02/07	1/02/08	1/02/09
	current	3.5%	1.5%	4.3%	3.5%	5.0%
	\$ pa					
Junior						
18 years	23,799	24,632	25,001	26,076	26,989	28,338
19 years	25,782	26,684	27,084	28,249	29,238	30,700
20 years	27,984	28,963	29,397	30,661	31,734	33,321
Grade 1	31,451	32,552	33,040	34,461	35,667	37,450
	34,088	35,281	35,810	37,350	38,657	40,590
	35,865	37,120	37,677	39,297	40,672	42,706
	36,752	38,038	38,609	40,269	41,678	43,762
Grade 2	37,241	38,544	39,122	40,804	42,232	44,344
	38,041	39,372	39,963	41,681	43,140	45,297
	38,871	40,231	40,834	42,590	44,081	46,285
Grade 3	39,990	41,390	42,011	43,817	45,351	47,619
	40,769	42,196	42,829	44,671	46,234	48,546
	41,888	43,354	44,004	45,896	47,502	49,877
Grade 4	43,836	45,370	46,051	48,031	49,712	52,198
	44,985	46,559	47,257	49,289	51,014	53,565
	46,135	47,750	48,466	50,550	52,319	54,935
First Aid	566	586	595	621	643	675

Annexure 1.

Dear [REDACTED],

We are writing to enquire about the possibility of organising a flexible work arrangement that is different to our current working arrangements. We would like to offer to work part time together in the 2014 school year.

We understand that we are in the position to take a further year of parenting leave but are motivated by our commitment to do the best by the school, students and families to come back earlier. There has been a high turnover of JP staff in the last few years and we believe that it would suit the school better to have consistent staff members. This would benefit the children/families, the cohesiveness of the staff and the curriculum.

We would be happy for this to just be a temporary arrangement for the 2014 school year and believe it would help us to more successfully re-enter the workplace as full time classroom teaching staff again in the future. We believe that it would be more beneficial to families and the children we teach than if we were the only class teacher because our work/home life will be more balanced and therefore we will have more to give. We feel we would not be able to give as much if we were the only classroom teacher because of our home commitments to our very young children at this time.

Our proposed work arrangement in the classroom would be for 1 person to work Monday, Tuesday and Wednesday and then for the other to work Thursday and Friday.

We believe that we would do a great job and feel that any affect on the school could be accommodated in the following ways:

- We would be willing to plan together even if we are not at school at the same times. We both have experience in play based learning approaches and would work together to make sure that we have an exciting and engaging learning space and curriculum for our students.
- We would both be present at teacher/parent interviews and other important meetings with parents and write reports together.
- We would both attend staff meetings on Wednesdays even if we do not work that day.
- We would work well together – we have a similar teaching style. We are friends so we would look out for each other, help each other and communicate effectively through regular meetings and use of a classroom communication journal.
- We know the school, the way it runs, the families and the staff very well. We are trusted members of staff so we do not think that the parents would experience any less by their children having two teachers.
- We would be happy to teach any year level.

We would be more than happy to further discuss this proposal at a time that is convenient to you. We are willing to discuss possible alternatives to the arrangements that we have proposed and are also willing to work with you to make sure that this arrangement would be mutually beneficial and effective for both the School and ourselves.

Thank you for considering our proposal and we look forward to hearing from you soon.

Kind Regards
Katie Routley and [REDACTED]

Annexure 2

25 September 2013



ST JOHN'S
GRAMMAR

FROM THE PRINCIPAL

Grad Dip Ed Coaching

Mrs [REDACTED]

Dear [REDACTED]

Thank you for writing to me, regarding your request for part time work next year. We have considered this carefully considering the points that you presented.

Unfortunately I am not able to approve this request as our policy is to ensure that each class has one Home Group teacher to ensure continuity and consistency for our students. Our parents request this and tell us that it is a major reason that they choose Independent Schooling. We also do not have any part-time specialist positions available at this time.

Please contact [REDACTED] or me by 4 October or earlier with your decision about returning to St John's Grammar School full time in 2014 or taking Parenting Leave.

Yours sincerely

[REDACTED]
PRINCIPAL

Cc: DEL/FAL

Annexure 4 a.

Memorandum

To: All Staff
From: [REDACTED]
Date: 1 June 2015
Re: Enterprise Agreement Update

I write to provide an update of the Enterprise Agreement negotiations.

Unfortunately we have not been able to reach an agreement and there appears to be an impasse.

The bargaining representatives are insisting on two items as a part of the EB that are unacceptable to the School. It is important to note that these two items are outside of the Enterprise Agreement and I want to explain why the School has taken this position.

Job Share

St John's Grammar School is an Independent School where parents pay fees. For parents to make a decision to pay school fees they need to feel that they are getting something that they cannot get at another cheaper or Government school. Some of the parents enrolling their children in our Junior School are seeking a school where their children will have one teacher and also where there are not composite classes.

This has been and continues to be a very important point of discussion when prospective parents are investigating our school. Just this week we have a student starting in the Junior School because we have one teacher for every class.

If the school was to introduce a shared teaching practice as an employment condition we would risk students leaving the Junior School because of broken promises made at enrolment and others that may not make the decision to enrol.

The consequences may mean less classes, the formation of composite classes and a resultant reduction of teaching and non-teaching staff. This is not a situation that staff, families, management or the Board would be happy with.

To provide our parents with a difference in the marketplace, making our school desirable to them and to provide secure employment for our teaching staff, our Board is committed to continuing with its Strategic and Business Plan of having one teacher per class and single year classes rather than composite classes. The Board does monitor what our market is seeking, reviews current policies and makes future plans at its regular strategic planning meetings.

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Length of Agreement

The bargaining representatives wish to have an Enterprise Agreement that concludes at the end of next year so they can pursue workload again in EB negotiations, which would mean commencing negotiations again in Term 4 2016. The issue for the School is that given how long it has taken to get this far with little prospect of a settlement in sight, there is a need for the School to plan a few years ahead for operations and capital expenditure. It is important to have an agreement that will cover the next 2.5 years, until the end of 2017. This will allow the Board to plan ahead, rather than be in a 'holding' position and enable us to focus on addressing workload through the consultative processes already begun.

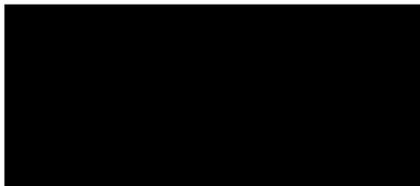
Way Forward

The Board and I are keen to settle this Agreement as quickly as possible and are very happy to consider other suggestions.

I encourage you to discuss your ideas and suggestions with your negotiating representative to help formulate a proposal that will lead to an Agreement. I am also very willing to answer any questions that you may have.

Yours sincerely

ST JOHN'S GRAMMAR SCHOOL INC



PRINCIPAL

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