



South Australian Catholic Schools

Enterprise Agreement 2017



South Australian Catholic Schools Enterprise Agreement 2017

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Clause 1: Arrangement

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Clause 2: Title

This single interest Enterprise Agreement shall be known as the South Australian Catholic Schools Enterprise Agreement 2017. 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 South Australian Catholic Schools Enterprise Agreement 2013.

Clause 3: Parties Bound

This Agreement is between:

3.1. The following Catholic School employers:

- Catholic Church Endowment Society Incorporated
- The Catholic Diocese of Port Pirie Incorporated
- Trustees of Edmund Rice Education Australia
- Blackfriars Priory School
- Manresa Society Incorporated
- Trustees of the Marist Brothers
- Sisters of St Joseph Mary Mackillop College Kensington Limited
- Loreto Marryatville Limited
- St Dominic's Priory College Ltd
- Cabra Dominican College Limited
- St Mary's College Limited
- St Columba College Munno Para Incorporated
- Mercy Education Limited
- Catholic Special Schools Incorporated
- St Michael's College Adelaide
- Kildare Education Ministries Limited

3.2. **Teachers, Education Support Officers** and **Indigenous Education Officers** employed in South Australian Catholic **Schools** and **Indigenous Education Officers** employed in the Catholic Education Office who are employed by the **Catholic school employers** detailed in clause 3.1 above and who are not excluded.

3.3. The Independent Education Union of Australia is covered by the Agreement.

3.4. Excluded from this Agreement are:

- 3.4.1. A **Principal** or deputy principal, however named, including a **Principal** or **Deputy Principal** of a section of a **School**.
- 3.4.2. Senior managerial non-teaching staff who are not classified within the **Education Support Officer** classification structure and whose salary exceeds the salaries pertaining to that classification structure.
- 3.4.3. Employees to whom the Christian Brothers College Community Children's Centre Enterprise Agreement 2016 applies.
- 3.4.4. A member of a recognised religious order and/or a Minister of Religion appointed in that capacity.

3.5. It is agreed that the document: *South Australian Catholic Schools Enterprise Agreement 2017-Frequently Asked Questions* will provide guidance in relation to the parties' intended interpretation of the Enterprise Agreement. However, it does not form part of the Agreement and is not incorporated in whole or in part into the Agreement.

Clause 4: Term of Agreement

- 4.1. 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 2020.

Clause 5: Renegotiation

- 5.1. The parties to this Agreement agree to commence negotiations for a replacement or variation of this Agreement in a timely way and commit to an orderly initiation of the legislative processes.

Clause 6: Definitions

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

Education Support Officer means an employee who is not employed as a **Teacher** or an **Indigenous Education Officer** and who is not excluded from this Agreement by clause 3.4.

Catholic school employers includes the successors or transferees of the entities named in clause 3.1.

Early Career Teacher means a recently graduated teacher, whether full or part-time, who is in their first or second year of teaching (wherever gained) and who, during that period, is in their first year of teaching in a South Australian Catholic country school.

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

Indigenous Education Officer means an employee who assists directly or indirectly in the provision of support related to Australian Indigenous cultures and issues. The support is provided to Catholic **Schools** in South Australia and their communities.

Principal means the person appointed 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 a school, registered with the *Education and Early Childhood Services Registration and Standards Board of South Australia* 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 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 terms follow the same format except that the last term in any school year is deemed to conclude on 31 December.

Teacher means a registered teacher employed as a teacher and includes a Mentor as employed by the Technical Colleges.

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 in comparable **Schools** outside South Australia including employment as a casual, temporary or replacement **Teacher** calculated on the basis that a full-time year of service – which is further defined in Appendix G.1.1.1 and G.1.1.2 - is deemed to equate to 200 teaching days for the purpose of incremental progression.

- 6.2. **Continuity of service with an employer**

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.

6.3. Portability of leave entitlements

- 6.3.1. Accrued personal/carer's leave is portable between all Catholic **Schools** in South Australia providing that there is a break in service of no more than a term between service in one **School** and service with the second **School**.*
- 6.3.2. Accrued long service leave is portable between all Catholic **Schools** in South Australia (and most Catholic schools in Australia) providing that there is a break in service of no more than 2 terms between service in one **School** and service with the second **School**.**

**Note: a "break in service of no more than a term" means that if service ends, for example, at the end of week 2 of term 4, the accrued personal carer's leave entitlements are portable to the second school providing the employee is employed on or before the start of week 3 in term 1 of the following year.*

*** Note: a "break in service of no more than 2 terms" means that if service ends, for example, at the end of term 2, the accrued long service leave entitlements are portable to the second school providing the employee is employed on or before the start of term 1 of the following year. (Employees interested in the interstate transfer of long service leave provisions should refer to the separate agreement relating to this benefit.)*

SECTION 2: ALL EMPLOYEES

Clause 7: Objectives of this Agreement

- 7.1. To support the ethos and philosophy of Catholic education.
- 7.2. To strive to make Catholic **Schools** centres of employment and educational best practice in the service of the employees and the students.
- 7.3. To promote a commitment to the development of Christian values of compassion, justice, equity and reconciliation.
- 7.4. To espouse principles of subsidiarity by maximising collaborative decision-making at the local **School** level.
- 7.5. To affirm employees in Catholic **Schools** in their commitment to the provision of high quality education, support for gospel values and demonstration of the value of community.
- 7.6. To model a commitment to family.
- 7.7. To support and strengthen employees in their career paths and enhance growth of their professionalism.
- 7.8. To support employees in their professional development.
- 7.9. To commit to the ideals of co-operation, consultation, respect, goodwill and fair play in the conduct of dealings both at the workplace and wider levels as part of the climate and culture of Catholic education.
- 7.10. To enhance the process of Reconciliation between Aboriginal peoples, Torres Strait Islanders and non-indigenous Australians by recognising cultural difference as advantageous to the education process and to promote, within Catholic education, the value of Australian Indigenous Cultures.

Clause 8: Enterprise Consultative Committee

- 8.1 A centralised Enterprise Consultative Committee will be maintained to:
- Facilitate consultation between employers and employees through their union, on industrial and professional issues of significance;
 - Enable ongoing dialogue regarding issues arising from this Agreement and to discuss issues which might be considered for inclusion in subsequent Agreements;

- Provide a central forum for the discussion of wider Human Resource issues applying or being considered for application in Catholic **Schools**.
- 8.2 The Enterprise Consultative Committee will comprise participants representing both employers and employees.
 - 8.3 The Enterprise Consultative Committee will, from the commencement of the Agreement, meet at least once per term until the commencement of negotiations for the next Agreement or for a variation to this Agreement.
 - 8.4 The Enterprise Consultative Committee will work towards reaching agreement by consensus.
 - 8.5 The Enterprise Consultative Committee, by consensus, may co-opt experts or other personnel to enable it to carry out its functions. The Enterprise Consultative Committee may establish working parties to clarify, investigate and make recommendations on specific issues.
 - 8.6 The Enterprise Consultative Committee may agree upon issues of interpretation arising from the implementation of this agreement.

Clause 9: Workplace Consultation

- 9.1 The parties to this Agreement are committed to co-operation and consultation at the workplace as part of the climate and culture of Catholic education.
- 9.2 The consultative arrangements will be advisory in nature and any decisions remain the prerogative of the **Principal** of the **School**.
- 9.3 The consultative arrangements must not be used:
 - 9.3.1 for personal issues, as an alternative to the grievance procedures in this Agreement;
 - 9.3.2 to impose conditions which are inferior to provisions in the National Employment Standards or in this Agreement.
- 9.4 The consultative arrangements will be used for consultation regarding new government, system and major local initiatives. The Employers agree that an important part of change management relating to such initiatives is consultation with employees about the likely impact upon employees 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. This consultation will specifically address time implications for employees, professional development, resourcing and appropriate process(es) for implementation.
- 9.5 **Structure**
 - 9.5.1 Each **School** that has 180 students or more will have a Consultative Committee comprising not less than 4 persons. Where a **School** has fewer students, a consultative mechanism will exist and the consultative process will seek to replicate in general terms the committee process set out below.
 - 9.5.2 The Consultative Committee at each **School** will meet at least once per school term unless the Committee, by majority, agrees to meet more or less often.
 - 9.5.3 The Consultative Committee will comprise, as a minimum, equal numbers of employees and persons representing the management of the **School**. However, the proportion of employee members may be increased with the consent of the management of the **School**.
 - 9.5.4 The employee representation will take into account the occupations of all employees covered by the Enterprise Agreement.
 - 9.5.5 Where a **School** has a Consultative Committee, an elected **Union** representative at that **School** will automatically be a member of the Committee.

- 9.5.6 The remaining employee representatives will be selected by ballot.
- 9.5.7 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.
- 9.5.8 Notes of the meetings will be recorded and will be available to all employees.
- 9.5.9 The role of the Consultative Committee will be to provide recommendations to the **Principal** on workplace matters.
- 9.5.10 Recommendations should be reached by consensus where possible.
- 9.5.11 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.
- 9.5.12 If a recommendation of the Committee is accepted, it shall become a decision of the **School** and shall be promulgated as such to all employees. 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.
- 9.5.13 Employee representatives will be able to meet with the employees they directly represent to discuss matters relating to the work of the Committee.

Clause 10: Dispute Resolution

- 10.1 If a dispute relates to:
 - 10.1.1 a matter arising under this Agreement; or
 - 10.1.2 the National Employment Standards including the reasonableness of any decision made in relation to any National Employment Standard(s); or
 - 10.1.3 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 interests of the persons immediately concerned and of society as a whole.

this clause sets out procedures to settle the dispute.
- 10.2 An employee or employees who is/are a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 10.3 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**.
 - 10.3.1 Stage 1:
 - (i) The employee(s) will notify his or her/their **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(s) as soon as practicable, and where possible, not more than 7 days following the communication of the grievance.
 - (iii) The **Principal** may arrange for a note-taker to be present at the meeting. Where the meeting is with more than one employee, the **Principal** is entitled to be accompanied by a member of the **School's** management/leadership team.
 - (iv) The employee(s) is/are entitled to be accompanied at the meeting by a support person or representative.

- (v) During the meeting, the employee(s) will detail the nature of the grievance and the remedy sought.

10.3.2 Stage 2:

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

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

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

10.5.1 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

10.5.2 If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

- (i) arbitrate the dispute; and
- (ii) make a determination that is binding on the parties.

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

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

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

10.6.1 An employee(s) must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and

10.6.2 An employee(s) must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

- the work is not safe; or
- applicable workplace health and safety legislation would not permit the work to be performed; or
- the work is not appropriate for the employee(s) to perform; or
- there are other reasonable grounds for the employee(s) to refuse to comply with the direction.

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

Clause 11: Change and Consultation

11.1 The following provisions apply where:

- 11.1.1 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
- 11.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

11.2 For a major change referred to in clause 11.1.1 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.

11.2.1 **Significant effects include:**

- Termination of employment, including redundancy*;
- Major changes in the composition, operation or size of the employer's workforce or in the skills 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**.

** 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.*

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

11.4 If:

- 11.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 11.4.2 the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

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

- 11.5.1 discuss with the relevant employees and the **Union** among other things:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees.
- 11.5.2 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 11.1.1.
- 11.5.3 For the purposes of these discussions, the employer must provide in writing to the relevant employees and the **Union**:
 - (i) all relevant information about the changes, including the nature of the changes proposed; and

- (ii) the expected effects of the changes on employees and any other matters likely to affect them.
- 11.5.4 The employer must give prompt consideration to matters raised by the employees and/or the **Union** in relation to the changes.
- 11.6 Change to regular roster or ordinary hours of work
- 11.6.1 For a change referred to in clause 11.1.2:
- (i) the employer must notify the relevant employees and the **Union** of the proposed change; and
- (ii) sub-clauses 11.6.2 to 11.6.6 apply.
- 11.6.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 11.6.3 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 recognize the representative.
- 11.6.4 As soon as 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
- (ii) 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
- (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 11.6.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 11.6.6 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees and/or the **Union**.
- 11.7 In this term:
- “relevant employees”** means the employees who may be affected by a change referred to in clause 11.1.

Redundancy

- 11.8 In relation to 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, the employer must discuss with the directly affected employees and the **Union**:
- (i) the reasons for the proposed terminations;

- (ii) measures to avoid or minimise the terminations;
- (iii) the criteria used for selection; and
- (iv) measures to mitigate the adverse effects of any terminations on the employees concerned.

For the purposes of such discussion the employer must as soon as practicable provide in writing to the employees concerned and the **Union**, all relevant information about the proposed terminations, including:

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

11.9 The employer is not required to disclose confidential or commercially sensitive information.

Clause 12: Individual Flexibility Arrangement

12.1 An 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:

12.1.1 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;
- (vii) payment to a **Teacher** for **Curriculum Extension Activities** which would otherwise be characterised as voluntary and without remuneration; and

12.1.2 the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph 12.1.1; and

12.1.3 the arrangement is genuinely agreed to by the employer and employee.

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

12.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and

12.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

12.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

12.3 The employer must ensure that the individual flexibility arrangement:

12.3.1 is in writing; and

12.3.2 includes the name of the employer and employee; and

12.3.3 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

12.3.4 includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and

- (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- 12.3.5 states the day on which the arrangement commences.
- 12.4 Where the agreement relates to remuneration packaging (salary sacrificing) the written agreement must also specify:
- 12.4.1 The agreed amount of any non-salary item;
 - 12.4.2 The net impact on the take home salary;
 - 12.4.3 The liability for taxation obligations;
 - 12.4.4 The cost of administration expenses (if any);
 - 12.4.5 A recommendation that the employee takes independent financial advice prior to entering into any agreement
- 12.5 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 12.6 The employer or employee may terminate the individual flexibility arrangement:
- 12.6.1 by giving at least 14 days written notice to the other party to the arrangement; or
 - 12.6.2 if the employer and employee agree in writing - at any time; or
 - 12.6.3 if it relates to remuneration packaging (salary sacrificing) if the employee elects in writing at any time.

Clause 13: Union Right of Entry and Recognition and Employee Representation and Support

13.1 Union access

- 13.1.1 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.
- 13.1.2 Employees, have a right to meet at the **School** without the **Principal** (or nominee) being present, at a time that does not disrupt work.
- 13.1.3 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 3-4 of the **Act**. 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 not 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.

- 13.1.4 The above sub-clause 13.1.3 does not preclude the employer from inviting a **Union** officer to attend the premises at any time.
- 13.1.5 A **Union** officer may attend the **School** for the purpose of representing an employee in relation to sub-clause 13.3 below.
- 13.1.6 A **Union** worksite representative will be permitted in working hours (other than time-tabled teaching time) to meet with the employer or the **Principal** on **Union** business. These discussions must take place at a time and place convenient to both parties.

13.2 Union Communication

- 13.2.1 Employees and the **Union** are free to exchange information relative to industrial matters affecting the employees' rights, obligations and conditions of employment, OHSW and other legitimate matters of interest.
- 13.2.2 To that end material circulated to employees via the postal system or by way of 'fax' shall be passed on to the relevant employee(s) promptly. The **Union's** website will not be blocked or filtered by the employer.
- 13.2.3 Communications between the **Union** and employees shall be treated as confidential and these communications between the **Union** and its members will not be unreasonably denied.
- 13.2.4 The employer shall permit the posting of **Union** notices in **Schools** in locations where they are likely to be accessed by employees.

13.3 Representation/Support of Employees

- 13.3.1 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.
- 13.3.2 At the time that any such meeting is arranged, the employer will inform the employee of their right to be accompanied/represented.
- 13.3.3 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 time, to make representational arrangements.
- 13.3.4 The employee is to have explained to them, 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.

13.4 Union Training

- 13.4.1 The employer will provide 1 day's paid leave per year to each **School's** accredited **Union Teacher** representative and **Education Support Officer** or **Indigenous Education Officer** representative to undertake union-organised training for the purpose of the development of skills and expertise for consultative committee participation and/or employee support.
- 13.4.2 Where a **School** is on a multi-campus or split-campus site and the distance between campuses is more than 2km, each campus is entitled to the allocation of **Union** representative training leave which would otherwise apply to the **School**.
- 13.4.3 In addition to the **Union** representative training leave above, the employer will provide 1 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 the **Union**. This leave may be taken as two half days per **School**.

Clause 14: Anti-discrimination

- 14.1 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.
- 14.2 However, a term of an enterprise agreement does not discriminate against an employee:
- 14.2.1 if the reason for the discrimination is the inherent requirements of the particular position concerned; or
- 14.2.2 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 doctrines, tenets, beliefs or teachings of a particular religion or creed:
- (i) in good faith; and
- (ii) to avoid injury to the religious susceptibilities of adherents of that religion or creed.
- 14.3 A term of an enterprise agreement does not discriminate against an employee merely because it provides for wages for:
- 14.3.1 all junior employees, or a class of junior employees; or
- 14.3.2 all employees with a disability, or a class of employees with a disability; or
- 14.3.3 all employees to whom training arrangements apply, or a class of employees to whom training arrangements apply.

Clause 15: The National Employment Standards (NES)

- 15.1 The National Employment Standards (NES), which are detailed in Part 2-2 of the **Act** (sections 59-131) contain 10 minimum standards relating to:
- Maximum weekly hours of work (clause 15.3 of this Agreement)
 - Requests for flexible working arrangements (clause 15.4)
 - Parental leave and related entitlements (clause 15.5)
 - Annual leave (clause 15.6)
 - Personal/carer's leave and compassionate leave (clause 15.7)
 - Community service leave (clause 15.8)
 - Public holidays (clause 15.9)
 - Notice of termination and redundancy pay (clause 15.10)
 - Fair Work Information Statement (clause 15.11)
 - Long service leave (clause 15.12)
- 15.2 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.

15.3 Maximum weekly hours of work

- 15.3.1 The ordinary hours of a **Teacher** may be averaged over a 12-month period (subject to clause 15.3.2 below).
- 15.3.2 For **Teachers** (including a **Teacher** appointed as a Director) who are employed in early childhood services operating for at least 48 weeks per year, ordinary hours of work will be 37.5 hours per week, averaged over a period of 4 weeks.

- 15.3.3 For an **Education Support Officer** employed in outdoor education the hours of work may be averaged over a period of up to 12 months.

15.4 Requests for flexible working arrangements

- 15.4.1 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.
- 15.4.2 In relation to the NES, (Requests for flexible working arrangements), section 65(1) and section 65(1A) of the **Act** provide that an employee may request a change in their working arrangements if they require flexibility because they:
- are the parent, or have responsibility for the care, of a child who is of school age or younger;
 - are a carer of an individual who has a disability or medical condition or mental illness or is frail and aged;
 - have a disability;
 - are 55 or older;
 - are experiencing violence from a member of their family; or
 - provide care or support to a member of their immediate family or household, who requires care or support because the member is experiencing violence from the member's family.

15.5 Parental leave and related entitlements

- 15.5.1 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.
- 15.5.2 In relation to eligibility for parental leave in section 67(1) of the **Act**, 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 one or more of the employers 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 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.

Note: If an employee is on approved parental leave and subsequently becomes pregnant with or is taking placement of a subsequent child, the employee is not required to return to work in order to qualify for a further period of parental leave. In accordance with the Act (section 22)

for the purposes of eligibility for parental leave, a period of 'continuous service' includes all service with the employer except unauthorised absences.

15.5.3 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 6 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 15.5.3, 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 leave – of the day of the placement or the expected day of the 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.

15.5.4 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:
 - (i) 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 adoption leave payment

*Definition: In this sub-clause which relates to paid adoption leave payment **primary carer** means that the child is in the employee's care and the employee meets the child's physical needs more than anyone else in the period of leave. Only one person can be a child's **primary carer** on a particular day.*

Note: The employer-provided paid adoption leave payment is different from and separate to the Australian Government's Paid Parental Leave scheme which may provide additional benefits. Employees should contact the Australian Government's Department of Human Services for further information regarding its Paid Parental Leave scheme.

- (i) An eligible employee commencing unpaid parental (adoption) leave under the NES is entitled to a paid adoption leave payment equivalent to 14 weeks' pay

- (ii) Paid adoption leave payment is available to the primary carer of the child and is provided to support and assist families with the costs associated with the adoption of a child and to recognise the impact of the adoption on the parents' careers
- (iii) The employee will accrue annual leave (and pro-rata leave loading) and personal/carer's leave calculated in accordance with the NES on the paid adoption leave payment. Employer superannuation contributions will be paid on the paid adoption leave payment and on the accruals as described above.
- (iv) The paid adoption leave payment will not count towards the calculation of long service leave or incremental progression nor will it be extended due to public holidays, rostered days off or any other periods of leave.
- (v) Application for paid adoption leave payment must be made on the application for paid adoption leave payment form as published by Catholic Education SA and submitted to the **Principal** of the employing **School**.
- (vi) The rate of payment of paid adoption leave payment will be calculated using the employee's permanent fraction of time plus any regular allowances payable immediately before commencing the parental leave*.

**Note: where a permanent part time employee is "topping up" their permanent fraction of time with a replacement or temporary appointment, the rate of payment of paid adoption leave payment 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 (see sub-clause 15.5.7(2)).*

- 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.

15.5.5 Parental (maternity) leave

1. Paid maternity leave payment

Note: The employer-provided paid maternity leave payment is different from and separate to the Australian Government's Paid Parental Leave scheme which may provide additional benefits. Employees should contact the Australian Government's Department of Human Services for further information regarding its Paid Parental Leave scheme.

- (i) An eligible employee commencing unpaid parental (maternity) leave available under the NES is entitled to a paid maternity leave payment equivalent to 14 weeks' pay.
- (ii) Paid maternity leave payment 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 maternity leave payment is payable where an eligible employee commences parental (maternity) leave under the NES and the pregnancy ends otherwise than by the birth or survival of a living child. In these cases, if the employee gives the employer notice that she wishes to return to work, the employer must comply with that request within 4 weeks. However, if the employee returns to work before the expiration of 14 weeks, to avoid any double counting, the payment of paid maternity leave payment will be deemed to be

payment for the work undertaken until the paid maternity leave payment expires.

- (iv) The employee will accrue annual leave (and pro-rata leave loading) and personal/carer's leave calculated in accordance with the NES on the paid maternity leave payment. Employer superannuation contributions will be paid on the paid maternity leave payment and on the accruals described above.
- (v) The paid maternity leave payment will not count towards the calculation of long service leave or incremental progression nor will it be extended due to public holidays, rostered days off or any other periods of leave.
- (vi) Application for paid maternity leave payment must be made on the application for paid maternity leave payment form as published by Catholic Education SA and submitted to the **Principal** of the employing **School**.
- (vii) The rate of payment of paid maternity leave payment will be calculated by using the employee's permanent fraction of time plus any regular allowances payable immediately before commencing the parental leave.*

**Note: where a permanent part time employee is "topping up" their permanent fraction of time with a replacement or temporary appointment, the rate of payment of paid maternity leave payment 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 (see sub-clause 15.5.7(2)).*

- (viii) An employer may, by not less than 14 days' notice in writing to the employee, require the employee to commence parental (maternity) leave under the NES 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.

15.5.6 Parental (partner) leave

1. Paid parental partner leave

Note: The employer-provided paid parental partner leave is different from and separate to the Australian Government's Dad and Partner Pay scheme for which employees may also be eligible. Employees should contact the Australian Government's Department of Human Services for further information regarding its Dad and Partner Pay.

- (i) The parental leave (concurrent leave) provisions of the NES (limited right to take concurrent leave) in section 72(5) of the **Act** are supplemented to provide that one week's paid parental partner leave will be paid to partners (pro-rata for part-time employees) where the partner is also an employee in a Catholic **School**. This leave need not necessarily be taken in one continuous period.
- (ii) The 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 otherwise than by the birth of or survival of a living child.
- (iv) All leave entitlements and accruals will be unaffected by the taking of paid parental partner leave. However, it will not be extended due to public holidays rostered days off or any other periods of paid leave. Employer superannuation contributions will be made on payments of paid parental partner leave.

- (v) Application for paid parental partner leave must be made on the application for paid parental partner leave form as published by Catholic Education SA and submitted to the **Principal** of the employing **School**.
- (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.

15.5.7 Paid parental leave payments and non-permanent (fixed term) employees eg replacement and temporary employees.

1. Where the employee has completed 12 months of continuous service as detailed above in clause 15.5.2, paid parental leave payments (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 (ie 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 15.5.7.1 above.

15.5.8 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.

15.5.9 Child rearing leave

1. In addition to parental leave and extended parental leave employees are entitled to child rearing leave for a maximum period of 12 months.
2. Child rearing leave is without pay and is available for the care of pre-school age children.
3. Child rearing leave need not be taken in one continuous period but may be taken in multiples of one term or a different period of time by agreement with the employer.
4. Employees must, not less than 10 weeks' prior to the proposed start of child rearing leave, give the employer written notice of the dates on which

they propose to start and finish the period of leave. Employees are not in breach of this requirement if in compelling circumstances they are required to become the primary care-giver of a child.

15.5.10 Unpaid caring leave

1. In addition to parental leave, extended parental leave and child rearing leave, an employee is entitled to take unpaid caring leave for the purpose of providing care or support to an **immediate family or household member** up to a maximum of 12 months.
2. This unpaid caring leave need not (but may be) related to child rearing but must be related to providing care or support to an **immediate family or household member**.
3. Unpaid caring leave is different from and separate to personal/carer's leave as detailed in the NES. Unpaid caring leave need not be taken in one continuous period but may be taken in multiples of one term or a different period of time by agreement with the employer. It is available for longer term caring responsibilities which need not relate to illness, injury or an unexpected emergency affecting the **immediate family or household member**.
4. Employees must, not less than 10 weeks' prior to the proposed start of unpaid caring leave, give the employer written notice of the dates on which they propose to start and finish the period of leave. Employees are not in breach of this requirement if in compelling circumstances they are required to become the primary care-giver of a child or required to provide other types of care or support at short notice. In these cases, as much notice as possible should be provided.
5. Where requested by the employer, the employee must provide evidence which would satisfy a reasonable person (which may include a Statutory Declaration) that the leave is taken for the legitimate caring purposes as detailed in this clause.

15.5.11 Part-time work during parental leave, extended parental leave, child rearing leave, unpaid caring leave

1. An employee may, providing the details are agreed with the employer, work (at their own **School** or another **School**) at a lower fraction of time than their permanent fraction of time for any part of the period of parental leave, extended parental leave, child rearing leave or unpaid caring leave without prejudice to the employee's permanent fraction of time and position.
2. If an employee returns to work during paid parental leave, to avoid any double counting, the payment of paid parental leave payments will be deemed to be payment for the work undertaken until the paid parental leave payment expires.
3. Any parental leave, extended parental leave, child rearing leave and unpaid caring leave will not be extended where the employee works at a lower fraction of time than their permanent fraction of time during these leave periods. For example, where the employee works for less than their permanent fraction of time and takes leave for the remainder of their permanent fraction of time, the time continues to run and the leave is used up.

15.5.12 **Invitation to employees on extended leave to attend Professional Development/Training sessions**

The employer will invite employees who are on parental leave, extended parental leave, child rearing leave or unpaid caring leave to attend professional development/training sessions. These sessions are voluntary for employees 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.

15.5.13 **Return to work guarantee**

1. On returning to work after finishing parental leave, extended parental leave, child rearing leave or unpaid caring 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.

15.5.14 **Breast feeding facilities**

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

15.5.15 **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 while he or she is taking unpaid parental leave, extended parental leave, child rearing leave or unpaid caring leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of parental leave, extended parental leave, child rearing leave or unpaid caring leave.

1. The rate of paid parental leave payments will not be calculated by reference to a future fraction of time. It will always be calculated on the fraction of time which was worked prior to commencing paid parental leave.
2. An employee is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking parental leave, extended parental leave, child rearing leave or unpaid caring leave.
3. An employee is not entitled to any payment for community service leave in relation to activities the employee engages in while taking parental leave, extended parental leave, child rearing leave or unpaid caring leave.

15.6 **Annual leave**

15.6.1 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.

15.6.2 **Teachers – Annual Leave and Term 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 G.

3. The payment for **Teachers**' Term Leave is calculated on the basis of 2 weeks' pay corresponding to the fraction of time and classification worked for each completed term or pro rata payment for part terms completed. In addition, a **Teacher** is entitled to one week's annual leave corresponding to the fraction of time worked in the applicable term for each full term completed 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. **Teachers** transferring from one SA Catholic **School** (the first **School**) to another SA Catholic **School** (the second **School**) and who did not complete a full **School** year with the first **School** and are therefore ineligible to be paid until 31 January of the following year by the first **School** must be paid by the second **School** for the days on which they are obliged to attend **School** before 1 February.
6. Where a transferring **Teacher** has been paid by one SA Catholic **School** (the first **School**) up to 31 January of the following year, the second SA Catholic **School** (the second **School**) is not liable for any payment of salary until 1 February of the following year unless there is a change in the teaching classification or fraction of time in which case the second **School** will pay the **Teacher** the shortfall in salary for the days required prior to 1 February.
7. A **Teacher** taking up a new appointment at a Catholic **School** but not transferring from another SA Catholic **School** shall be paid for all days required to be worked prior to 1 February.

15.6.3 Education Support Officers Annual Leave

1. **Education Support Officers** (other than casual employees and boarding house supervisory employees and shift workers) are entitled to 4 weeks' annual leave in accordance with the NES.
2. Shift workers (other than employees employed in outdoor education whose hours of work are averaged over 12 months) are entitled to 5 weeks' annual leave in accordance with the NES.
3. Annual leave must normally be taken during non-term weeks unless the employer agrees that it may be taken at another time.
4. Boarding house supervisory employees are entitled to 9 weeks' annual leave for each completed year of service. The leave is inclusive of any public holiday which falls within it.

15.6.4 Indigenous Education Officers Annual Leave

1. **Indigenous Education Officers** (other than casual employees) 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.

15.6.5 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 reference period 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.

15.7 Personal/carer's leave and compassionate leave

15.7.1 Personal/carer's 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.

15.7.2 The leave is available for:

Personal/carer's leave

1. To assist employees with a personal illness or injury; 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

15.7.3 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.

15.7.4 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.

15.7.5 **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 **Education Support Officers'** and **Indigenous Education Officers'** personal/carer's leave may be converted to 75 hours and debited against their entitlement in hours.
9. Part-time **Education Support Officers** are entitled to receive annually a pro-rata fraction of the full-time entitlement as follows:
Hours worked per week/37.5 X weeks worked/48 X 75
10. Part-time **Education Support Officers** (boarding house supervisory employees) are entitled to receive annually a pro-rata fraction of the full-time entitlement as follows:
Hours worked per week/37.5 X weeks worked/43 X 75
11. Accrued personal/carer's leave entitlements are transferable between all Catholic **Schools** in SA providing that there is a break of no more than a term between service with the first **School** and service with the second **School**.*
**Note: a "break in service of no more than a term" means that if service ends, for example, at the end of week 2 of term 4, the accrued personal carer's leave entitlements are portable to the second School providing the employee is employed on or before the start of week 3 in term 1 of the following year.*
12. Where an employee's personal/carer's leave is exhausted the employee may take unpaid personal/carer's leave. The unpaid carer's leave entitlement is 2 days per occasion (**a permissible occasion**) after which Unpaid Caring Leave as detailed in clause 15.5.10 is available.
13. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave. However, this does not preclude an employee from taking Unpaid Caring Leave as detailed in clause 15.5.10.

15.7.6 **Compassionate leave**

1. An employee is entitled to 2 days of paid compassionate leave for each occasion (**a permissible occasion**) detailed in clause 15.7.2(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:
 - (i) A single continuous 2 day period; or
 - (ii) 2 separate periods of 1 day each; or
 - (iii) Any separate 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 a member of the employee's **Immediate family or household**, 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 15.7.3 and 15.7.4 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.

15.8 Community service leave

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

Note: Employees undertaking community service should also refer to the South Australian Commission for Catholic Schools Inc (SACCS) Community Service Leave – Policy and Procedure

- 15.8.1 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.

- 15.8.2 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) voluntary emergency management activity (see below); or
 - (iii) Australian Defence Force Reserves service leave

Voluntary emergency management activities

- 15.8.3 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 recognised 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.

15.8.4 A recognised emergency management body is

1. a body, or 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;
4. a body, or part of a body, as prescribed by the regulations;

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.

15.8.5 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

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

15.8.6 Jury service

Note: Employees required to undertake jury service should also refer to the South Australian Commission for Catholic Schools Inc (SACCS) Jury Duty Leave – Policy and Procedure.

Payment to employees (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

2. 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.
3. If, in accordance with the sub-clause above, the employer requires the employee to give the employer the evidence referred in that sub-clause:
- (i) the employee is not entitled to payment under sub-clause unless the employee provides the evidence; and
 - (ii) 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.

15.8.7 Australian Defence Force Reserves (ADFR) service leave

Note: Employees requiring ADFR service leave should also refer to the South Australian Commission for Catholic Schools Inc (SACCS) Australian Defence Force Reserves service leave – Policy and Procedures.

1. An employee who is a member of the Australian Defence Force Reserves will be granted paid leave of up to 4 weeks' of ADFR service per year (1 July - 30 June) for the purpose of rendering ADFR service. This leave is not cumulative.
2. Employees who are in their first year of ADFR service are entitled to up to a further 2 weeks' paid leave to attend ADFR induction training.
3. All other ADFR service leave is unpaid.

15.9 Public holidays

- 15.9.1 Full-time **Teachers** (except for casual **Teachers** and those subject to clause 15.9.2 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, Queen's Birthday, Labour Day, Christmas Day, Proclamation Day 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.
- 15.9.2 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.
- 15.9.3 On public holidays as listed above in sub-clause 15.9.1 **Education Support Officers** who would usually work on that day are entitled to a day off with pay. Casual **Education Support Officers** and part-time **Education Support Officers** who do not normally work on the day on which the public holiday falls, do not receive payment.
- 15.9.4 Where a public holiday falls on a day on which the **Education Support Officer** normally works and within the period of annual leave, the period of annual leave will be increased by one day for each public holiday.
- 15.9.5 Where a boarding house supervisory employee takes annual leave, the leave is inclusive of any public holiday which falls within it.
- 15.9.6 **Indigenous Education Officers** are entitled to payment for public holidays as listed above in clause 15.9.1 unless the **Indigenous Education Officer** is not entitled to payment for the public holiday because the **Indigenous Education Officer's** part-time hours do not include the day of the week on which the public holiday occurs.

- 15.9.7 Where a public holiday falls on a day on which the **Indigenous Education Officer** normally works and within the period of annual leave, the period of annual leave will be increased by one day for each public holiday.

15.10 Notice of termination and redundancy pay

15.10.1 Notice of termination

An 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 employer 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.

15.10.2 Incapacity to undertake the inherent requirements of the position

1. Where an employer reasonably suspects that an employee's physical or mental health is negatively impacting their ability to undertake the requirements of the employee's position or their ability to work safely, the employer may require the employee to provide, within a reasonable time, a medical opinion from the employee's medical practitioner, stating whether the employee is fit and well to safely undertake the functions of the position held. The employee will provide a copy of their position statement to the medical practitioner prior to obtaining the medical opinion. The employer will meet the expense of obtaining the medical opinion. Where possible, the employee may also authorise the employer to contact the medical practitioner by telephone.
2. If the employee's medical practitioner advises that the employee is wholly or partially incapacitated for work on a temporary basis, the medical opinion must state the nature of the temporary incapacity and the expected duration of the temporary incapacity.
3. The employer will consider, in circumstances where the employee is medically certified as incapacitated for work or is unable to safely perform the inherent requirements of the position, whether providing reasonable workplace adjustments would assist the employee to fulfil the inherent requirements of the position. Where the employee is or would be able to perform the inherent requirements of the position with reasonable workplace adjustments which do not impose an unjustifiable hardship on the employer and/or other employees, the employer will make reasonable workplace adjustments in consultation with the employee.
4. Where the employee is unable, due to temporary incapacity, to perform the inherent requirements of the position regardless of any possible reasonable workplace adjustments, the employer will consider, in consultation with the employee, if temporary modifications to the functions of the position, or alternative duties would be feasible. If the employer decides that modifications or alternative duties would be feasible, the modified or alternative duties will be offered on a temporary basis (without change to the employee's classification level) for a period not exceeding 12 months.
5. If, having received the medical opinion from the employee's medical practitioner (as detailed in clause 15.10.2 [1] above), the employer

considers that a second medical opinion is warranted (which may be during or at the conclusion of a period of alternative or modified duties or at any other time) the employer may require the employee to undergo a specialist medical examination or examinations and to sign an authority for disclosure of the specialist's medical report to the employer. The employee will choose the specialist medical practitioner from a panel of at least three medical specialist practitioners (within the required medical field) nominated by the employer.

In circumstances where the employer is unable to find at least three medical specialist practitioners who are willing or available within a reasonable time to undertake the consultation and assessment, the employer may offer a smaller panel but must, upon request, provide reasons for a smaller panel being offered.

The employer will meet the expense of the medical examination(s) ('second opinion'). The employer will consult with the employee about the questions submitted to the specialist medical practitioner.

6. A copy of the second opinion will be promptly provided to the employee.
7. The employer will not take any action based on the second opinion until a copy has been provided to the employee and the employee has had a reasonable opportunity to provide other medical reports (at the employee's expense) for consideration by the employer at the same time as the employer considers the second opinion.
8. Where the employer is persuaded by the medical evidence (either from the employee's medical practitioner(s) and/or the second opinion that the employee:
 - is unable or will be unable to safely fulfil the inherent requirements of the original position on a long term (more than 12 months), indefinite or permanent basis or will be unable to resume their original position within 12 months; and
 - reasonable workplace adjustments would either not assist the employee to safely fulfil the inherent requirements of the original position or would impose an unjustifiable hardship on the employer and/or other employees; and
 - the employee has exhausted all paid personal/carer's leave; and
 - the employee has been on unpaid personal carer's leave for more than six continuous months

the employer may terminate the employment of the employee on the giving of the appropriate notice in writing.

9. Clause 15.10.2 does not apply where an employee has made a claim, is contesting a rejected claim, or has an accepted workers compensation claim and whose duties and capacity are regulated by the applicable workers compensation legislation.

15.10.3 Redundancy

Where an 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 11).

15.10.4 **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** 6 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 neglect of duty, wilful and/or serious misconduct; refusal to obey any reasonable order; persistent absence from duty without proper cause;
 - (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 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 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 consulting with the Catholic Education Office and 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 week's 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 which they would have received had they remained in employment until the expiry of the notice period
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.

15.10.5 **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, 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.
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.

15.10.6 Education Support Officers and Indigenous Education Officers – 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.

Where 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 purposes of long service leave.
4. 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 neglect of duty, wilful and/or serious misconduct; refusal to obey any reasonable order; persistent absence from duty without proper cause;
 - (iii) Replacement, temporary and casual employees (see provisions relating to these classifications);
 - (iv) 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 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:
 - (i) the length of service;
 - (ii) the number and range of duties performed;
 - (iii) any promotion positions held;
 - (iv) any special and/or additional duties performed.
 - (v) 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 an 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:
 - (i) The date and time of the proposed termination of employment;
 - (ii) 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;
 - (iii) 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
 - (iv) 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 consulting with the Catholic Education Office and 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 week's 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 which they would have received had they remained in employment until the expiry of the notice period.
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.

15.10.7 **Education Support Officers and Indigenous Education Officers – Notice of termination by the employee**

In order to terminate employment, an **Education Support Officer** or **Indigenous Education Officer** 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. This period of notice does not apply to temporary positions of more than one year's duration (see provisions relating to temporary appointments).
4. Where an employee does not give the appropriate notice, the employer may withhold payment of any salary and allowances outstanding to the credit of that employee 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.

15.10.8 **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.

15.10.9 **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. A **Teacher** who is made redundant by their employer (the first employer) and who obtains employment with another employer (the second employer) and whose leave entitlements with the first employer are transferred to the second employer will not be entitled to redundancy pay.
6. 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.
7. 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.

15.10.10 Education Support Officers and Indigenous Education Officers – redundancy pay

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 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 education of the employee or employees in 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:
 - (i) the length of service;
 - (ii) the number and range of duties performed;
 - (iii) any promotion positions held;
 - (iv) any special and/or additional duties performed.
7. An employee who is made redundant by their employer (the first employer) and who obtains employment with another employer (the second employer) and whose leave entitlements with the first employer are transferred to the second employer will not be entitled to redundancy pay.

8. 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.
9. 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.

15.11 Fair work information statement

- 15.11.1 An employer must give each employee the Fair Work Information Statement before, or as soon as practicable after, the employee starts employment.
- 15.11.2 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 more than once in any 12 months.

15.12 Long service leave

- 15.12.1 The Long Service Leave Act (SA) 1987 provides minimum entitlements in relation to long service leave for all employees.
- 15.12.2 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.
- 15.12.3 Notwithstanding sub-clause 15.12.2 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.
- 15.12.4 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.
- 15.12.5 Where a request for leave is refused, written reasons will be provided to the employee.
- 15.12.6 Accrued long service leave is portable between all Catholic **Schools** in South Australia (and most Catholic schools in Australia) providing that there is a break in service of no more than 2 terms between service in one **School** and service with the second school.**

*** Note: a "break in service of no more than 2 terms" means that if service ends, for example, at the end of term 2, the accrued long service leave entitlements are portable to the second school providing the employee is employed on or before the start of term 1 of the following year. (Employees interested in the interstate transfer of long service leave provisions should refer to the separate agreement relating to this benefit.)*

Clause 16: Salary and Allowances

- 16.1 All employees will receive cumulative percentage increases on salaries and allowances as outlined below and detailed in the attached Appendices.
The increases are inclusive of, and may be absorbed into any increases granted as a result of the Annual Wage Review process.
- 16.2 Salaries are inclusive of all allowances with the exception of the allowances detailed in the Schedules which are payable, where applicable, in addition to salary.
- 16.3 **Teacher** salary and allowances are as detailed in the attached Appendix A (**Teacher** Salaries and Allowances).

Teachers – General Salary Increases

- 16.3.1 An increase of 2.5% from 1st full pay period on or after 1 October 2015.
- 16.3.2 An increase of 2.5% from 1st full pay period on or after 1 October 2016.
- 16.3.3 An increase of 2.5% from 1st full pay period on or after 1 October 2017.
- 16.3.4 Thereafter for the 2018 and 2019 years, adjusted in accordance with clauses 16.4, 16.5 and 16.6 below and with Appendix O.
- 16.4 The employers commit to ensuring that **Teachers** in South Australian Catholic **Schools** at Band 1 step 10 as detailed in Appendix A receive Band 1 salaries no less than teachers in South Australian government schools at Band 1 step 9 (or equivalent). Rates of pay for employees covered by this Agreement will be adjusted in the event that an increase in rates of pay for government school teachers results in a disparity between Band 1 step 10 salaries of Catholic **School Teachers** in comparison with Band 1 step 9 (or equivalent) salaries of government school teachers. This adjustment will occur whether or not this Agreement is amended to reflect the change.
- 16.5 Any adjusted increase for Band 1 step 10 **Teachers** will be converted to a percentage and will be applied to the salaries of all employees covered by the Agreement.
- 16.6 The percentage increase will also be applied to all relevant allowances to which indexing is applied.
- 16.7 The implementation of any adjustment will be in accordance with Appendix O.
- 16.8 **Teachers – increases to Positions of Responsibility (POR) allowances**
- Note: Further information regarding Positions of Responsibility allowances is detailed in clause 31.4.*
- 16.8.1 An increase of 2.5% from 1st full pay period on or after 1 October 2015.
- 16.8.2 An increase of 2.5% from 1st full pay period on or after 1 October 2016.
- 16.8.3 An increase of 2.5% from 1st full pay period on or after 1 October 2017.
- 16.8.4 For 2018 and 2019 any increases in accordance with Appendix O.
- 16.9 **Teachers – increases to Assistant Principal Religious Identity and Mission (APRIM) Allowances**
- Note: Further information regarding APRIM classification and allowances is detailed in the South Australian Commission for Catholic Schools Inc (SACCS) APRIM Policy and Implementation Procedures.*
- 16.9.1 An increase of 2.5% from 1st full pay period on or after 1 October 2015.
- 16.9.2 An increase of 2.5% from 1st full pay period on or after 1 October 2016.
- 16.9.3 An increase of 2.5% from 1st full pay period on or after 1 October 2017
- 16.9.4 For 2018 and 2019 any increases in accordance with Appendix O.
- 16.10 **Teachers – Highly Accomplished Teacher Allowance**
- Note: Further information regarding Highly Accomplished Teacher and Lead Teacher classifications and allowances is detailed in Appendix N.*
- 16.10.1 An increase of 2.5% from 1st full pay period on or after 1 October 2015.
- 16.10.2 An increase of 2.5% from 1st full pay period on or after 1 October 2016.
- 16.10.3 An increase of 2.5% from 1st full pay period on or after 1 October 2017.
- 16.10.4 For 2018 and 2019 any increases in accordance with Appendix O.

16.11 **Teachers – Lead Teacher Allowance**

- 16.11.1 An increase of 2.5% from 1st full pay period on or after 1 October 2015.
- 16.11.2 An increase of 2.5% from 1st full pay period on or after 1 October 2016.
- 16.11.3 An increase of 2.5% from 1st full pay period on or after 1 October 2017.
- 16.11.4 For 2018 and 2019 any increases in accordance with Appendix O.

16.12 **Teachers - Catholic Professional Formation (CPF) Allowances**

Note: Further information regarding the implementation of CPF Allowances is detailed in Appendix J.

- 16.12.1 CPF Allowances, where payable, are fixed for the duration of this Agreement.

Level 1, a lump sum of \$500 is payable annually to **Teachers** who are currently completing an approved tertiary Catholic Studies program.

Level 2, a lump sum payment of \$1,000 is payable for 12 months only to **Teachers** who have completed 4 units of an approved tertiary Catholic Studies program.

Level 3, a lump sum payment of \$1,250 is payable to **Teachers** on an ongoing basis who hold CPF 2 and who continue each year to complete 2 approved CESA modules in the previous calendar year.

16.13 **Teachers – Vehicle Allowance**

- 16.13.1 A **Teacher** required by the employer to use the **Teacher’s** motor vehicle in the performance of duties must be paid the vehicle allowance detailed below. The vehicle allowance is not payable for participation in **Curriculum Extension Activities** or **Other Professional Activities** or **Preparation/Professional Development** activities unless the employer requires the employee to drive their own vehicle. The allowance is also not payable for travel to and from the required work location at the start or end of the employee’s working day. The evidence of kilometres travelled and claimed must be recorded in writing in a form as required by the employer.

- 16.13.2 The Vehicle Allowance is payable as follows:

Car

- 1. \$0.84 cents per km with a maximum payment for 400 km per week and 250 km per round trip;
- 2. An increase of 2.5% from 1st full pay period on or after 1 October 2015;
- 3. An increase of 2.5% from 1st full pay period on or after 1 October 2016;
- 4. An increase of 2.5% from 1st full pay period on or after 1 October 2017.
- 5. For 2018 and 2019 any increases in accordance with Appendix O.

Motorcycle

- 1. \$0.28 cents per km with a maximum payment for 400 km per week and 250 km per round trip.
- 2. An increase of 2.5% from 1st full pay period on or after 1 October 2015;
- 3. An increase of 2.5% from 1st full pay period on or after 1 October 2016;
- 4. An increase of 2.5% from 1st full pay period on or after 1 October 2017.
- 5. For 2018 and 2019 any increases in accordance with Appendix O.

16.14 Teachers – Remote Country School Allowance

Note: Further information regarding the remote country school allowance is detailed in clause 0.

16.14.1 The allowance applies as follows:

A **Teacher** who is appointed to a remote country school will be paid in the first year of appointment, an annual allowance as at the first full pay period on or after:

- 1 October 2015 of \$4,659
- 1 October 2016 of \$4,775
- 1 October 2017 of \$4,894
- For 2018 and 2019 any increases in accordance with Appendix O.

For each consecutive year up to and including the fifth year the **Teacher** will be paid a further compounded annual allowance in addition to the first year allowance from the first full pay period on or after:

- 1 October 2015 of \$2,330
- 1 October 2016 of \$2,388
- 1 October 2017 of \$2,448
- For 2018 and 2019 any increases in accordance with Appendix O.

Following the fifth year, the allowance is capped but continues to be indexed by percentage increases for the duration of the **Teacher's** service in the remote country school.

16.14.2 Calculation matrix

	Oct 2014	Oct 2015	Oct 2016	Oct 2017	Oct 2018	Oct 2019
Year 1	\$4,545	\$4,659	\$4,775	\$4,894	TBD	TBD
Year 2	\$6,818	\$6,989	\$7,163	\$7,342	TBD	TBD
Year 3	\$9,091	\$9,319	\$9,551	\$9,790	TBD	TBD
Year 4	\$11,364	\$11,649	\$11,939	\$12,238	TBD	TBD
Year 5	\$13,637	\$13,979	\$14,327	\$14,686	TBD	TBD
2 year – 5 year increment	\$2,273	\$2,330	\$2,388	\$2,448	TBD	TBD

16.15 **Education Support Officers** salary and allowances are as detailed in the attached Appendix B and its Schedules (**Education Support Officers**).

Education Support Officers – General Salary Increases

16.15.1 An increase of 2.5% from 1st full pay period on or after 1 October 2015.

16.15.2 An increase of 2.5% from 1st full pay period on or after 1 October 2016.

16.15.3 An increase of 2.5% from 1st full pay period on or after 1 October 2017.

16.15.4 For 2018 and 2019 any increases in accordance with Appendix O.

16.16 **Education Support Officers' Allowances** – refer to Appendix B, Schedules 2 and 3.

16.17 **Education Support Officers – Trainees’** salaries are as detailed in the attached Appendix C, Schedule 1 (**Education Support Officers – Trainees**).

Education Support Officers – Trainees

16.17.1 An increase of 2.5% from 1st full pay period on or after 1 October 2015.

16.17.2 An increase of 2.5% from 1st full pay period on or after 1 October 2016.

16.17.3 An increase of 2.5% from 1st full pay period on or after 1 October 2017.

16.17.4 For 2018 and 2019 any increases in accordance with Appendix O.

16.18 **Education Support Officers – Apprentices’** salary and allowances are as detailed in the attached Appendix D (**Education Support Officers – Apprentices**).

16.19 **Education Support Officers – Supported Employees’** salary and allowances are as detailed in the attached Appendix E.

16.20 **Indigenous Education Officer** salary and allowances are detailed in the attached Appendix F and its Schedules (**Indigenous Education Officers**)

Indigenous Education Officers

16.20.1 An increase of 2.5% from 1st full pay period on or after 1 October 2015.

16.20.2 An increase of 2.5% from 1st full pay period on or after 1 October 2016.

16.20.3 An increase of 2.5% from 1st full pay period on or after 1 October 2017.

16.20.4 For 2018 and 2019 any increases in accordance with Appendix O.

16.21 **Indigenous Education Officers – Allowances** refer to Appendix F, Schedules 2 and 3.

Clause 17: Payment of Salary

17.1 All monies payable will be paid either:

17.1.1 once each fortnight; or

17.1.2 once every four weeks at the end of the first fortnight including payment for two weeks in arrears and two weeks in advance; or

17.1.3 once every month with the payment being made on or before the 28th day of the month;

as determined by the employer.

17.1.4 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.

17.2 An employer may elect to pay salaries and allowances by direct transfer. Where monies are paid by direct transfer, the employee has the right to nominate the financial institution and the account.

17.3 The employer will make deductions from salaries as are agreed between the employer and the employee.

17.3.1 Any deduction or variation to a deduction must be authorised in writing by the employee and must be principally for the employee’s benefit;

17.3.2 An authorisation must specify the amount of the deduction; and

17.3.3 May be withdrawn in writing by the employee at any time.

17.4 An **Education Support Officer** or **Indigenous Education Officer** is entitled to progress to the next higher incremental year level (if any) in the applicable salary grade band on the anniversary of appointment but periods of approved leave without pay, while they do not break service, are not counted towards the length of continuous service.

Clause 18: Superannuation

- 18.1 Subject to legislation which applies to superannuation rights and obligations of employers and employees, an employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
- 18.2 Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18.1.
- 18.3 Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.1 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.1 and pay the amount authorised under clause 18.2 and 18.3 to NGS Super and do so on a monthly basis.

Clause 19: Method of Remuneration and Remuneration Packaging/Salary Sacrificing.

- 19.1 '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.
- 19.2 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.
- 19.3 The eligible superannuation funds for salary sacrificing in relation to superannuation are NGS Super (or its successor) or any other complying fund.
- 19.4 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 and/or FBT-exempt items.
- 19.5 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 12 (Individual Flexibility Arrangement) of this Agreement.
- 19.6 No arrangement entered into under this clause will operate to in any way disadvantage the employee upon termination of service with the employer.

Clause 20: Paid Family Events Leave

- 20.1 An employee is entitled to 2 days paid leave per school year for special, non-recurring family events such as:
- significant graduations
 - immediate family weddings
 - state, national and international sporting events where self or child representation (not available if the employee is granted support through the *Participation in International or National Sporting Events Procedures*)
 - moving house
 - child's first day in a new school
 - special school event (eg significant assembly)
 - significant family reunions
 - immediate family relocating or arriving from interstate or overseas
 - other special family events as approved by the **Principal**.
 - reasonable travel associated with items above.
- 20.2 Unless there are exceptional circumstances, an employee is required to give a minimum of 2 weeks' notice for any request for Paid Family Events Leave.
- 20.3 The leave is not cumulative and is available on a pro-rata basis for part years and for part-time employees.
- 20.4 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: Special Leave

- 21.1 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.
- 21.2 Special leave granted under this clause is in addition to any other leave to which an employee is entitled under this Agreement.
- 21.3 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.
- 21.4 Employers recognise that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance at work. Therefore, employers recognise the appropriateness of providing support to employees who experience family violence by allowing them to access Special Leave in accordance with the provisions above for medical appointments, legal proceedings and other activities related to family violence.

Clause 22: Assistance with Costs of Work-Related Study

- 22.1 The parties agree that there are significant benefits for both employers and employees if employees can be supported to update or extend their knowledge and skills.
- 22.2 The employers will provide \$350,000 per annum (which includes taxation costs) through the Study Incentive Program (SIP) for full and part subsidies for the costs of approved courses of study and training, upon application from employees to a Committee, which includes **Union** representation, which will make recommendations in relation to the allocation of funds to the Director of Catholic Education.
- 22.3 Applications will be determined according to criteria agreed between the employers and the **Union** but which include:

- relevance of study to employment at sector and **School** level
- country location
- (for **Teachers**) high priority will be study for religious education, theology and Catholic educational leadership courses

Clause 23: Work Health and Safety Training and Personal Protective Equipment

23.1 Work Health and Safety (WHS) Training

- 23.1.1 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.
- 23.1.2 The parties also recognise that safety education and programs will be fundamental to the achievement of these aims.
- 23.1.3 Employees will be educated in the recognition of potential and actual workplace hazards and actively encouraged to report and work towards the elimination of it.
- 23.1.4 Members of WHS 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.
- 23.1.5 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.

23.2 Personal Protective Equipment

Definition: Personal Protective Equipment (PPE) means safety clothing, including footwear, or equipment for specified circumstances or areas, where the nature of the work involved or the conditions under which employees are working, requires its wearing or use for personal protection from hazards or the risk of harm in the workplace.

- 23.2.1 Where the elimination of hazards in the workplace cannot be achieved by other measures, the employer will ensure that PPE is available without cost to employees to protect them from risk of hazards and injuries.
- 23.2.2 PPE may relate to various categories of protection such as head, eye, hearing, skin, foot, clothing, respiratory, hand. Examples of PPE products are ear muffs, protective eyewear, sunscreens, overalls, dust coats, safety footwear etc.
- 23.2.3 Protective clothing will only be considered PPE where its purpose is to minimise the risk to health and safety.
- 23.2.4 All PPE purchased by the employer must comply with the current Australian Standard applicable to that product.
- 23.2.5 The employer is responsible for ensuring that PPE is kept in a clean and hygienic condition and repaired or replaced where damaged, defective or worn out.

Clause 24: Infectious Diseases Leave

24.1 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

- Glandular fever
- Herpetic whitlow
- Infectious hepatitis
- Infectious mononucleosis
- Measles
- Meningitis
- Mumps
- Poliomyelitis
- Rubella
- Scarlet fever
- Staphylococcal infection
- Typhoid
- Whooping cough
- Cholera
- Small pox
- Yellow fever
- Malaria
- Tuberculosis
- Giardia
- Other diseases as the 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 infectious diseases leave with pay not debited to the employee's personal/carer's leave credit.

24.2 The leave granted under clause 24.1 cannot exceed 52 weeks in total, whether taken in one period or in broken periods for one particular disease.

24.3 Part-time employees are entitled to leave under clause 24.1 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.

SECTION 3 – TEACHERS CONDITIONS OF EMPLOYMENT

The provisions of Section 3 are applicable to all **Teachers**

Clause 25: Teacher Workload

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

Clause 26: Class Sizes

Class sizes will be as specified in Appendix I to this Agreement.

Clause 27: Terms of Engagement

- 27.1 **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 27.15.
- 27.2 Appointments will be in accordance with the salary scale detailed in Appendix A having regard to the qualifications, experience, duties and responsibilities of the **Teacher**.
- 27.3 A **Teacher** must comply with a **Principal's** reasonable directive to carry out the teaching duties as are within the limits of the **Teacher's** skills, competence and training.
- 27.4 An 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.
- 27.5 An 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.
- 27.6 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.
- 27.7 A part-time **Teacher** includes those engaged in a job-sharing arrangement in which two employees share one position on a regular and ongoing basis. Part-time and job-share employment may be available by negotiation with the **Principal**. 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.
- 27.8 Following a request for part-time work the **Principal** must consult with the **Teacher** and provide a written response within 21 days stating whether the employer grants or refuses the request. The employer may refuse the request only on reasonable business grounds and if the request is refused written reasons must be provided to the **Teacher**.
- 27.9 Where the employer and the **Teacher** agree to a temporary increase in the **Teacher's** hours of work, the extra proportion of teaching time will be subject to the provisions below in sub-clauses 27.9.1 and 27.9.2:
- 27.9.1 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; OR
 - (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 rate of the **Teacher's** appropriate incremental step in the salary scale. Where a part-time **Teacher**

- does extra teaching work on a day they normally work, the minimum 3 hour engagement does not apply.
- 27.9.2 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 30 (Casual **Teachers**).
- 27.9.3 Part-time **Teachers** who are reasonably required to attend compulsory professional development on a day or part day that they are not normally working must be paid at the casual rate of their appropriate incremental step or be granted time off in lieu (TOIL) at a mutually agreed time as the **Teacher** elects. Where a **Teacher** elects to be paid, the minimum 3 hour payment 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.
- 27.9.4 Clause 27.9.3 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 a **Teacher** to work a day in lieu of a public holiday.
- 27.9.5 At least 4 weeks' notice must be provided to the **Teacher** if clause 27.9.3 is invoked by the employer.
- 27.9.6 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.
- 27.9.7 Unless the **Teacher** consents, a request to change a teaching day to another day cannot occur more than twice per term.
- 27.9.8 The **Teacher** will not receive any additional payment for changing a day.
- 27.9.9 If the request to change a 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 rate of the **Teacher's** appropriate incremental step and will not count in the calculation of leave entitlements.
- 27.9.10 At least 4 weeks' notice must be provided to the **Teacher** if clause 27.9.6 is invoked.
- 27.10 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.
- 27.11 Part-time **Teachers** participation in Curriculum Extension Activities and Other Professional Activities and duties is on a pro-rata basis.
- 27.12 Part-time **Teachers** cannot be scheduled relief lessons in non-scheduled work time.
- 27.13 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.
- 27.14 Additional provisions relating to part-time **Teachers** are detailed in Appendix G – Teacher Workload.
- 27.15 **Probation**
- 27.15.1 All permanent appointments will be regarded as probationary for the first 2 school terms of their appointment. (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. If the **Teacher's** employment is continued after the probationary period the employment will be deemed to be permanent.

- 27.15.2 During the probationary period, the **Teacher** will receive induction and other professional assistance as is deemed necessary by the employer.
- 27.15.3 During the probationary period a **Teacher** who is deemed by the employer to be unsatisfactory is to be advised accordingly in writing and counselled.
- 27.15.4 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 27.15.1).
- 27.15.5 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 0.
- 27.15.6 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 28: Replacement Teachers

- 28.1 A replacement **Teacher** is one who is hired for a period mutually agreed between the employer and the **Teacher**.
- 28.2 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.
- 28.3 Before an 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.
- 28.4 Either party may terminate the contract of hiring by providing a minimum of 2 weeks' notice in writing or as required by the NES.
- 28.5 If the required notice of termination is not given, the employer must pay or the **Teacher** must forfeit as the case may require, a sum equal to the salary difference between the period of notice actually given and the period of notice required.
- 28.6 Replacement **Teachers** hired for less than a full school term are paid at the casual rate of their appropriate incremental step.
- 28.7 Replacement **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 29: Temporary Teachers

- 29.1 A **Teacher** may be hired on a temporary basis for a period not exceeding 2 years to:
 - 1. Fill a position established on a "trial" basis; eg consequent upon experimental curriculum change; or
 - 2. Fill a position sustained by specific purpose qualified funding provided by the Government.
- 29.2 Where a **Teacher** is hired on a temporary basis in accordance with clause 29.1, either party may terminate the contract of hiring by providing 4 weeks' notice in writing.
- 29.3 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. Provide additional teaching staff for temporary increases in enrolments at the **School** which occur after the commencement of the school year.
- 29.4 Where a **Teacher** is hired on a temporary basis in accordance with clause 29.3 either party may terminate the contract of hiring by providing 2 weeks' notice in writing.
- 29.5 If the required notice of termination is not given as detailed above in sub-clauses 29.2 or 29.4, the employer must pay or the **Teacher** must forfeit as the case may require, a sum equal to the salary difference between the period of notice actually given and the period of notice required.
- 29.6 Temporary **Teachers** hired for less than a full school term are paid at the casual rate of their appropriate incremental step.
- 29.7 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.
- 29.8 Where a **Teacher** is hired on a temporary basis the letter of appointment will state that the appointment is a temporary one; the duration of the temporary appointment and the reason for the temporary nature of the position.

Clause 30: Casual Teachers (Temporary Relief Teachers)

- 30.1 A casual **Teacher** is one hired and paid by the day for a period mutually agreed between the employer and the **Teacher**.
- 30.2 Either party may terminate the contract by providing one day's notice.
- 30.3 Where the required notice is not given, the employer must pay or the **Teacher** must forfeit the salary which would have been payable for the next day's employment.
- 30.4 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 27.9.1 of this Agreement.
- 30.5 Casual **Teachers** may be employed for less than a full day but not for less than 3 consecutive hours.
- 30.6 **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:

$$\text{Daily rate} = \text{Band 1, step 3 Annual salary} \times 6 / 313 \times 1 / 5 \times 125 / 100$$
- 30.7 **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.
- 30.8 **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 30.6 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 31.
- 30.9 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 37 (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 31: Teacher Classification Structure

31.1 Definitions

- 31.1.1 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.

- 31.1.2 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.
- 31.1.3 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.
- 31.1.4 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.

31.2 **Band 1 Teacher**

- 31.2.1 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.
- 31.2.2 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.
- 31.2.3 The commencing salary of a Band 1 **Teacher** without experience but who upon appointment holds a 3 year qualification will be not less than the salary prescribed at incremental step 1 of the salary scale for Band 1 **Teachers** detailed in Appendix A.
- 31.2.4 The commencing salary of a Band 1 **Teacher** without experience but who upon appointment holds a 4 year qualification will be not less than the salary prescribed at incremental step 3 of the salary scale for Band 1 **Teachers** detailed in Appendix A.
- 31.2.5 The commencing salary of a Band 1 **Teacher** without experience but who upon appointment holds a 5 year qualification will be not less than the salary prescribed at incremental step 4 of the salary scale for Band 1 teachers detailed in Appendix A.
- 31.2.6 The commencing salary of a Band 1 **Teacher** with experience will be at an incremental step which recognised at least all prior teaching experience calculated in full time equivalent years and satisfactory evidence of which is provided to the employer.

31.2.7 **Incremental Advance in Salary**

1. A **Teacher** who holds a 4 years or more qualification 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 and casual 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.
2. **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.

3. 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.
4. 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.
5. Academic qualifications will be deemed to be completed if the **Teacher** obtains from the tertiary institution a statement to that effect.

31.3 **Advanced Skill Teacher**

- 31.3.1 Advanced Skill Teachers are **Teachers** classified as such in recognition of exemplary teaching practice and significant contribution to the educational tone of the **School**.
- 31.3.2 Advanced Skill Teachers are **Teachers** who have satisfied the requirements of Appendix H.
- 31.3.3 Advanced Skill Teachers are a sub-classification of Band 1 **Teachers**, have an acknowledged profile in the **School** and have responsibilities normally expected of a Band 1 **Teacher**.
- 31.3.4 No new applications for Advanced Skill Teacher will be accepted.
- 31.3.5 For portability of Advanced Skill Teacher classification refer to Appendix H.
- 31.3.6 For the duration of this Agreement, no review of the Advanced Skill Teacher will be undertaken for those **Teachers** who hold the classification.
- 31.3.7 A **Teacher** cannot simultaneously hold the classification of Advanced Skill Teacher and Highly Accomplished Teacher. If a **Teacher** successfully achieves the classification of Highly Accomplished Teacher, the **Teacher** will be paid the Highly Accomplished Teacher allowance and from the date of operation of that allowance, the **Teacher** will no longer be paid for the Advanced Skill Teacher classification.
- 31.3.8 **Teacher** cannot simultaneously hold the classification of Advanced Skill Teacher and Lead Teacher. If a **Teacher** successfully achieves the classification of Lead Teacher, the **Teacher** will be paid the Lead Teacher allowance and from the date of operation of that allowance, the **Teacher** will no longer be paid for the Advanced Skill Teacher classification.

31.4 **Band 2 Leadership Positions (Positions of Responsibility)**

- 31.4.1 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 thus enhancing student learning possibilities. To that end it is agreed that such positions should be filled on merit having regard to the **School's** needs and personal attributes.
- 31.4.2 It is agreed that employee 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 employees should be kept informed about the process to be used in the filling of any Position of Responsibility.
- 31.4.3 **Minimum periods of tenure**
 1. The minimum periods of tenure of Positions of Responsibility appointments will be as follows:

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

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

2. 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.

31.4.4 **Positions of Responsibility Release Time**

The minimum release time for the allocated levels of Position of Responsibility holders will be 30 minutes per Position of Responsibility point per week, averaged over the **School's** scheduled yearly timetable as follows:

POR 1	1 hour per week
POR 2	3 hours per week
POR 3	4.5 hours per week
POR 4	6.5 hours per week

- 31.4.5 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
6. the amount of release time

31.4.6 **Positions of Responsibility Points**

1. Each secondary **School** will appoint **Teachers** to Positions of Responsibility in such numbers as to at least utilise prescribed leadership position points determined for that **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.
2. Each primary **School** will appoint **Teachers** to Positions of Responsibility as above but the multiplier instead will be 1.0 in lieu of 1.5.
3. For the purposes of this clause a primary **School** will be deemed to be a school or a section of a school which offers courses of instruction up to year 7 and a secondary **School** will be a **School** or section of a **School** which offers courses of instruction for students beyond year 7.
4. Where a **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**.

5. Prescribed leadership points will be utilised as follows:
 - (i) For each Band 2, level 1 appointment 2 points
 - (ii) For each Band 2, level 2 appointment 6 points
 - (iii) For each Band 2, level 3 appointment 9 points
 - (iv) For each Band 2, level 4 appointment 13 points
6. Points will be expressed as integers only but where the prescribed leadership points are not divisible, then the total of prescribed leadership points will be increased by one to enable division.
7. 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.

31.4.7 **Simultaneous Appointments**

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

31.4.8 **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 if the teacher is so classified).

31.4.9 **Teachers** appointed to Positions of Responsibility at Band 2 levels 3 or 4 (POR 3 or POR 4) will be entitled to hold the position of Advanced Skill Teacher but will not be eligible to receive the salary pertaining to Advanced Skill Teacher recognising that leadership duties at these levels customarily have diminished classroom teaching duties.

Clause 32: 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 33: 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 the rate prescribed for the higher classification for the entire period the work is undertaken.

Clause 34: Teacher in Charge

34.1 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.

34.2 This clause shall not operate to the exclusion of the Higher Duties clause in clause 33 of this Agreement.

34.3 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.

34.4 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 35: Disciplinary Action

35.1 Summary dismissal

35.1.1 If a **Teacher** is:

1. guilty of serious and wilful misconduct; or
2. is persistently absent from duty without proper cause; or
3. is guilty of serious and wilful neglect of duty; or
4. refuses to obey any reasonable order; or
5. 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.

35.1.2 Process and dismissal for unsatisfactory work performance

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.
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**.
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.

35.1.3 Dismissal in other circumstances

Where a **Teacher** is dismissed in other circumstances, notice of termination will be in writing giving 6 weeks' notice (or payment in lieu).

Clause 36: Employment Outside the School

36.1 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**.

36.2 A **Teacher** must inform the employer of any intended paid employment undertaken outside of the **School**.

Clause 37: Meal Break

37.1 A **Teacher** is entitled, each day, to a meal break between the hours of 11 am and 2.30 pm.

37.2 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.

37.3 It is not expected that the student recess break will be used as the 20 minute meal break where a **Teacher** is rostered for supervision duties during the students' lunch period. Where it is not possible to make alternative arrangements, the **School** must advise the **Teacher** of the ameliorative measures which will be implemented.

37.4 The meal break will be continuous and free of disruption scheduled by the employer.

37.5 The above provisions will not apply:

1. To a **Teacher** who is absent from the **School** at the relevant time due to activities such as excursions or school camps; or

2. On days when students remain indoors because of inclement weather.
- 37.6 This clause will not operate so as to prevent a **Teacher** undertaking activities with students on a voluntary basis or electing, at their own initiative, to undertake **Curriculum Extension Activities** providing that this does not interfere with the students' right to a meal break of reasonable duration.

Clause 38: Country Incentives

Removal Expenses

38.1 Removal Expenses are reimbursable in accordance with this clause only where an appointment relates to an appointment in a Catholic school in South Australia. In this clause "service" means service in a Catholic school in South Australia.

38.1.1 Employers will provide 100% reimbursement of removal expenses for all teaching appointments of 1 term or more to the country or inter-country whether the **Teacher** comes from within South Australia or from interstate.

38.1.2 Employers will provide 100% reimbursement of removal expenses for **Teachers** returning to Adelaide after undertaking a minimum of 12 continuous months of replacement, temporary or casual positions in the country.

38.1.3 Employers will provide 100% reimbursement of removal expenses for permanent **Teachers** returning to Adelaide from the country provided that the **Teacher** has completed 4 continuous years of country service.

38.1.4 Employers will provide partial reimbursement of removal expenses (in accordance with the table below) for all **Teachers** returning to Adelaide from the country providing that they have completed at least 1 continuous term's teaching in the country.

Note: "country" is defined as > 70 km from the Adelaide GPO by road.

38.1.5 Removal Expenses Reimbursement

PARTIAL REIMBURSEMENT – FORMULA DISTANCES

Road kilometres from Adelaide	School
72	Murray Bridge
138	Clare
160	Walleroo
207	Jamestown
212	Gladstone
215	Barmera
223	Loxton
230	Berri
230	Yorke town
231	Port Pirie
249	Peterborough
255	Renmark
320	Port Augusta
396	Penola
397	Whyalla
420	Millicent
450	Mount Gambier
564	Roxby Downs
673	Port Lincoln

WEIGHTING - POINTS

1. Length of Service
Total points available = 30
Less than 1 year's service = Nil
1 but less than 2 years' service = 10
2 but less than 3 years' service = 20
3 or more years = 30

2. Distance Travelled
Total points available = 40
0-150 kilometres = 10
151-300 kilometres = 20
301-450 kilometres = 30
450 + = 40

3. Type of Transfer
Country to City = 10

Weighting Illustrations:

Example A:

Graduate Teacher after 6 months' replacement in Penola returning to city

$$\begin{array}{ccccccccc} 0 & + & 30 & + & 10 & = & 40 \\ \text{(Service)} & & \text{(Distance)} & & \text{(Type)} & & \end{array}$$

Employee receives 40% expense reimbursement.

Example B:

Permanent Teacher with 2 years' experience in Mount Gambier Catholic school, returning to city.

$$\begin{array}{ccccccccc} 20 & + & 30 & + & 10 & = & 60 \\ \text{(Service)} & & \text{(Distance)} & & \text{(Type)} & & \end{array}$$

Employee receives 60% expense reimbursement.

- 38.1.6 Where **Teachers** are appointed from overseas, removal expenses reimbursement will be payable at the discretion of the employer and where granted, on terms individually negotiated.

38.2 Country Establishment Allowance

- 38.2.1 A country establishment allowance will be payable (in two lump sums – 50% as soon as possible after commencement and 50% on completion of the appointment or on completion of the first year of the appointment (whichever occurs first) to **Teachers** undertaking employment in a country **School** for the first time as follows:

1. For appointments of at least 1 term's duration: a gross amount equivalent to 1 week's pay;
2. For appointments of at least 2 terms' duration: a gross amount equivalent to 2 weeks' pay;
3. For appointments of at least 3 terms' duration: a gross amount equivalent to 3 weeks' pay;
4. For appointments of at least 4 terms' duration: a gross amount equivalent to 4 weeks' pay

38.3 Remote country schools* allowance

Note: This allowance applies retrospectively to teachers at the eligible school which means that teachers may be part way through the five year increasing allowance period upon the commencement of this Agreement. Where this applies, there will be no double counting.

- 38.3.1 A **Teacher** who is appointed to a remote country school will be paid a remote country school annual allowance.
- 38.3.2 The allowance will be paid in full regardless of the **Teacher's** fraction of time.
- 38.3.3 The allowance is taxable.
- 38.3.4 The allowance will be indexed according to percentage increases granted to **Teacher** allowances by this Agreement.

**Note: St Barbara's School, Roxby Downs is the sole designated "remote country school".*

38.4 Induction and formation for Early Career Teachers

- 38.4.1 A **Teacher** who is an **Early Career Teacher** and who is undertaking his or her first year of teaching service in a Catholic country school will be entitled to a reduction of 0.1 time (pro-rated for part-time **Teachers**) of their Student Contact Time for a 12 month period.
- 38.4.2 The reduction in Student Contact Time is to be used for a structured program of induction and formation as negotiated between the **Principal** and the **Early Career Teacher**.
- 38.4.3 To access the reduction in Student Contact Time for the full 12-month period, the **Early Career Teacher** must teach in a country school for the whole of the first year of teaching.
- 38.4.4 Where the **Teacher** teaches partly in the country and partly in the city during their first year of teaching, this clause only applies to the portion of the first year where the teaching is undertaken in the country.
- 38.4.5 Periods in the **Teacher's** first year of teaching where the **Teacher** is not teaching at all will not count towards the calculation of the "first year of teaching".

SECTION 4 – EDUCATION SUPPORT OFFICERS AND INDIGENOUS EDUCATION OFFICERS

The provisions of Section 4 are applicable only to **Education Support Officers** and **Indigenous Education Officers**.

Clause 39: Terms of Engagement

- 39.1 In the absence of written agreement to the contrary, the contract of hiring is deemed to be hiring by the fortnight.
- 39.2 A new **Education Support Officer** or **Indigenous Education Officer** may be employed for a probationary period not exceeding 3 working months. Unless there is written agreement to the contrary, the appointment will be deemed to be permanent on 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.
- 39.3 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 in accordance with Appendix K (**Education Support Officers**) or Appendix L (**Indigenous Education Officers**);
 3. The salary applicable to the position;
 4. Unless the employee is employed on a casual basis, the normal hours of work (weekly, fortnightly or over a 4-week period);
 5. Unless the employee is employed on a casual basis, the number of ordinary hours per week and weeks per year; and
 6. The duties which the employee is expected to perform.
- 39.4 The terms of engagement outlined above in clause 39.3 cannot be altered except by mutual agreement between the employer and the employee or in accordance with the Change and Consultation provisions in clause 11 and/or the Notice of Termination and Redundancy provisions in clause 15.10.
- 39.5 A part-time **Education Support Officer** 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 (pro-rated)).
- 39.6 A part-time **Indigenous Education Officer** is one who is required to work regularly for less than 37.5 hours per week regardless of the number of weeks worked per year or is required to work for 37.5 hours per week for a specified number of weeks less than 52 weeks per year (less 4 weeks' annual leave (pro-rated)).
- 39.7 Part-time employees include those engaged in job sharing arrangements in which two employees share one position on a regular and ongoing basis. Part-time and job share employment may be available by negotiation with the Principal. 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.
- 39.8 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.
- 39.9 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.
- 39.10 An **Education Support Officer/Indigenous Education Officer** must keep the employer informed of other paid employment undertaken outside of the **School**.

Clause 40: Replacement Education Support Officers/Indigenous Education Officers

- 40.1 A replacement employee is one who is hired for a period mutually agreed between the employer and the employee.
- 40.2 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.
- 40.3 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.
- 40.4 Replacement positions may be terminated by the employer or the employee on the giving of 2 weeks' notice in writing or as required by the NES (or payment in lieu).
- 40.5 An employer is not obligated to employ a replacement employee, if within the workplace there already exists an employee who can fulfil the position by increasing his or her hours of work or by being reclassified.

Clause 41: Temporary Education Support Officers/Indigenous Education Officers

- 41.1 An employee may be hired on a temporary basis for a period not exceeding 3 years to:
 - 1. Fill a position sustained by specific purpose qualified funding; or
 - 2. Fill a position established for a specific project eg consequent upon experimental curriculum change.
 - 41.1.1 Where an employee is hired on a temporary basis in accordance with sub-clause 41.1 either party may terminate the contract of hiring by providing 4 weeks' notice in writing.
- 41.2 An employee 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. Temporarily increase the hours worked per week by a part-time employee currently in the employer's employment;
 - 41.2.1 Where an employee is hired on a temporary basis in accordance with sub-clause 41.2 either party may terminate the contract of hiring by providing 2 weeks' notice in writing.
- 41.3 If the required notice of termination is not given as detailed above in sub-clauses 41.1.1 or 41.2.1, the employer must pay or the employee must forfeit as the case may require, a sum equal to the salary difference between the period of notice actually given and the period of notice required.
- 41.4 Where an employee is hired on a temporary basis the letter of appointment will state that the appointment is a temporary one; the duration of the temporary appointment and the reason for the temporary nature of the position.
- 41.5 Where an employee obtains a permanent position immediately following a temporary appointment, the temporary appointment will be counted as service for all purposes.

Clause 42: Casual Education Support Officers/Indigenous Education Officers

- 42.1 A casual employee is one employed and paid by the hour subject to clause 48 (Minimum working shift).
- 42.2 The contract of hiring may be terminated by either party on the giving of 1 day's notice.
- 42.3 If the required notice is not given, the employer must pay or the employee must forfeit the salary which would have been payable for the next day's employment.
- 42.4 A casual employee must not be appointed to the same position involving regular, consistent days and start and finish times for a continuous period longer than one school

term or where the casual work is additional to the employee's permanent hours of work, for a continuous period longer than 12 months.

Clause 43: Unsatisfactory Performance

- 43.1 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.
- 43.2 The written particulars will constitute notice to the employee that unless within 1 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 15.10.6 of this Agreement.

Clause 44: Higher duties

An employee who is required to perform duties applicable to a classification higher than that of the employee for more than 1 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 45: Re-classification and Role Review

45.1 Reclassification

- 45.1.1 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.
- 45.1.2 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 44 (Higher duties).
- 45.1.3 Re-classification is not dependent on organisational vacancies but is subject to mutual agreement between the employer and employee.
- 45.1.4 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
- 45.1.5 When mutual agreement cannot be achieved or a period of 4 working weeks has elapsed without a determination 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 **Education Support Officers**); or a person who is mutually acceptable to both the employer and the employee (for **Indigenous Education Officers**).
- 45.1.6 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.
- 45.1.7 The date of operation of a successful application must be no later than 3 months after the date of written application by the employee.

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

45.2 Role review

On the anniversary of appointment and biennially thereafter, or at another mutually agreed time, consultation will occur between the employer and the employee to ensure that the duty statement is accurate and conforms with the classification levels as detailed in Appendix K (**Education Support Officers**) or Appendix L (**Indigenous Education Officers**).

Clause 46: Professional Development and Training

46.1 On application to the **Principal**/employer, full-time employees may access approved professional development/training (including school based) of up to 5 days in a 2-year period. The allocation will apply on a pro-rata basis for part-time employees.

46.2 For the purposes of this clause 46.1 only, a full-time employee is deemed to be one who works at least a 27.5 hour week/40 weeks per year.

46.3 The cost of the training is to be met by the employer.

46.3.1 If professional development/training is required by the **Principal**/employer on a day or part-day when the employee is not normally working then the employee will be paid at the casual hourly rate of pay applicable to their classification or provided with time off in lieu (at a mutually agreeable time) as the employee elects. Where the employee elects to be paid, the minimum 2 hour payment will be disregarded.

46.3.2 Sub-clause 46.3.1 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.

46.3.3 At least 4 weeks' notice must be provided to the employee if clause 46.3.1 is invoked by the employer.

Clause 47: Hours of Work (excluding boarding house supervisory employees)

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 an **Education Support Officer** 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.

47.3 Except for security/caretaking, cooking, catering, housekeeping and laundry services employees in the Services Stream, and outdoor education employees in the Curriculum Stream, the ordinary hours of work will be worked Monday to Friday.

47.4 The span of ordinary hours will be as follows:

1. Between 8.00 am to 6.00 pm for **Indigenous Education Officers**, and **Education Support Officers** employed in the Curriculum Stream, Resources Stream, Administration Stream and Other Professionals Stream.
2. Between 6.30 am to 6.30 pm for **Education Support Officers** employed in the Extension Stream, and those employees employed in the Early Childhood/OSHC Stream.
3. Between 6.00 am to 6.00 pm for Services Stream employees (this includes cleaners except for cleaners who regularly are required to work between 5.30 pm and 10 pm Monday to Friday – see clause 51).

47.5 Work performed outside of the span of ordinary hours is payable at overtime rates, including where the employer requires the employee to attend school functions outside the span of ordinary hours.

Clause 48: Minimum Working Shift

- 48.1 A 2-hour minimum working shift applies to all categories of employees.
- 48.2 The 2-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 (Schedules 2 and 3).
- 48.3 The 2-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 (excluding boarding house supervisory employees)

- 49.1 All overtime must be authorised by the employer by notation in the employee’s time record by the employer or his or her delegate.
- 49.2 The following overtime rates apply:

Time worked	Overtime rate
Time worked in excess of 37.5 hours per week/75 hours per fortnight/150 hours per 4 weeks (except where an RDO arrangement is operative in accordance with clause 59).	150% of the ordinary hourly rate for the first 3 hours and 200% thereafter.
Time worked outside the span of ordinary hours (except for cleaners who are regularly required to work between 5.30 pm and 10 pm- see clause 52).	150% of the ordinary hourly rate for the first 3 hours and 200% thereafter.
Time worked on Saturday (which is not part of the employee’s 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 employee’s ordinary hours)	200% of the ordinary hourly rate.
Time worked on a public holiday	250% of the ordinary hourly rate.

- 49.2.1 Where an employee is required to sleep over at a school camp or retreat the sleepover allowance will apply as detailed in Appendix B (Schedules 2 and 3) for **Education Support Officers** and in Appendix F (Schedules 2 and 3) for **Indigenous Education Officers**.
- 49.2.2 Where an employee is required to attend a school camp or retreat, time specified as “off duty” time during which the employee is not rostered or required to perform any duties and which will include the employee’s meal breaks (but will not include the sleepover time for which an allowance is payable) will be unpaid. However, an employee must be paid for all other hours of attendance (including where payable at overtime rates) and the payment must not be less than the employee’s usual pay in the period.
- 49.3 **Time-off-in-lieu (TOIL)**
 - 49.3.1 An employee may, at the employee’s election, 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 time-off-in-lieu will attract the same penalty loadings as overtime. For example, an hour worked at 150% of the ordinary hourly rate = 1.5 hours of time-off-in-lieu.

Clause 50: Variations to Working Period

- 50.1 If an 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 (excluding boarding house supervisory employees)

- 51.1 Employees who are employed as security/caretaking, cooking, catering, housekeeping and laundry services employees in the Services Stream, and outdoor education employees 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: Boarding House Supervisory Employees Conditions

52.1 Hours

- 52.1.1 Ordinary hours of work must not exceed 37.5 hours per week or 75 hours per fortnight or 150 hours in a 4-week period.
- 52.1.2 50% of sleep over time is included in the ordinary hours of work subject to clause 52.1.3 below.
- 52.1.3 Employees working less than 37.5 hours per week or 75 hours per fortnight or 150 hours per 4 week period are to be credited with 50% of all sleep over time in their ordinary hours of work and when 37.5 hours have accumulated in any one week, then 100% of sleep over time will be included in ordinary hours.
- 52.1.4 Overtime rates for time worked in excess of 37.5 hours per week or 75 hours per fortnight or 150 hours per 4-week period are payable at the rate of 150% of ordinary hourly rate for the first 3 hours and 200% thereafter.

52.2 Student to employees ratio

- 52.2.1 An employee or a responsible adult person is to be on duty at all times that boarders require supervision.
- 52.2.2 One employee or a responsible adult person is to be on duty with each group of 50 boarders (10% tolerance).
- 52.2.3 The employer must ensure that another responsible adult person is readily available if necessary to assist the person on duty.
- 52.2.4 During sleep over time one employee or responsible adult person is to supervise each major boarding house unit.

Medical assistance

- 52.2.5 The employer will provide employees or a responsible adult person with:

- (i) Access to telephone facilities for emergency use;
- (ii) Medical information about the boarders including their medication requirements and medical management plans;
- (iii) Information regarding procedures for obtaining medical assistance.

52.3 Lodging conditions

52.3.1 The lodging conditions are to be provided free of charge and separately for each boarding house supervisory employee who is required to sleep over in the boarding house for 3 or more nights per week, or 6 or more nights per fortnight, where these living conditions are not the employee's usual place of residence.

52.3.2 Lodging facilities must provide adequate privacy and security for employees.

52.3.3 The employer will provide the following facilities for employees:

- (i) Secure quarters with access to free laundry facilities and kitchen facilities, bathroom facilities (separate from boarders), access to a car park as near as practicable to the employee's quarters and where practicable, access to and from the quarters independently of boarders' dormitories.
- (ii) The employer will clean and maintain the employee's quarters.
- (iii) While the employee is on duty the employer will provide the employee with 3 meals per day in the school dining room.
- (iv) Where these lodgings are the employee's usual place of residence weekly rent charged by the employer will not exceed one-sixth of the full-time salary at the classification of a Grade 2, Year 4 Education Support Officer. The employer will also provide tenure of rooms and facilities during school holidays and access during exeats. During exeats the employer will provide sufficient food for meals and where the **School** is open the employer will provide 3 meals per day for the employee. Where a meal or food is not supplied by the employer as required, the rent payable by the employee will be reduced by \$10 for each meal (or food for the same) not provided.
- (v) Quarters for employees will be of a good, clean and secure standard and will contain adequate furnishings for the employee's use. Adequate furnishings will include a bed, reading lamp, bed lamp, wardrobe, chest of drawers, desk and chair, arm chair, carpets, curtains, blinds, heater/fan or air conditioning, and security screens to windows and doors on ground floor rooms. In addition, the employer will provide and launder bed linen and coverings.

Clause 53: Travel Arrangements

53.1 If an employee is required to travel outside of the employee's specified working hours in the course of performing his or her duties and that travel occupies more than 1 hour, then the travel time must be classified as working time.

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

1. Not more than 7.5 hours of travel time will be paid for any one day;
2. An employee may, by mutual agreement with the employer, take time-in-lieu of travel time.
3. A vehicle reimbursement may be payable where it meets the conditions detailed in Appendix B (Schedules 2 and 3) for **Education Support Officers** or Appendix F (Schedules 2 and 3) for **Indigenous Education Officers**.

53.3 Additional Travel Arrangements - Indigenous Education Officers only:

53.3.1 Unless there are exceptional circumstances, travel and accommodation should be organised by the Travel Manager at the Catholic Education Office.

53.4 **Indigenous Education Officers** will be reimbursed for costs of accommodation, meals and incidental expenses relating to travel providing that the travel has been authorised by the Coordinator of Indigenous Education. The employee is required to provide receipts for expenses for which reimbursement is claimed.

Clause 54: First Aid and Health Care

54.1 Each Catholic **School** (and separate campus) will be equipped with a copy of all appropriate First Aid and Health guidelines.

54.2 Each campus will have at least one nominated First Aid/Health Care Officer whose duty statement will include responsibilities for First Aid/Health Care.

54.3 Each nominated First Aid/Health Care Officer will hold a Senior First Aid Certificate (or recognised equivalent).

54.4 Each nominated First Aid/Health Care Officer who is otherwise an **Education Support Officer** will be paid a First Aid allowance as detailed in Appendix B (pro rata for part time employees).

54.5 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 55: Employee Absences

Where an **Education Support Officer** or **Indigenous Education Officer** 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 56: Breaks

56.1 An **Education Support Officer** or **Indigenous Education Officer** 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.

56.2 The meal break will not count as time worked.

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

Clause 57: Rostered Days Off

57.1 An employer and an **Education Support Officer** 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.

57.2 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.

57.3 In order to accrue one rostered day off, an employee will work 19 days of 7 hours 53 minutes' duration per day.

57.4 Overtime will not apply to the work performed to satisfy the rostered day off arrangements.

57.5 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 57.2.

- 57.6 Rostered days off will not be regarded as part of the employee's annual leave for any purpose.
- 57.7 An employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 57.8 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 57.2.
- 57.9 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 57.2.
- 57.10 Rostered days off will be determined by mutual agreement between the employer and the employee, having regards to the needs of the workplace.
- 57.11 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.

Clause 58: Leave – Indigenous Education Officers only

- 58.1 An **Indigenous Education Officer** who is legitimately required by Indigenous tradition to be absent from work for Indigenous ceremonial purposes shall be entitled to up to 10 days unpaid leave in any one year for this purpose, provided that the leave is granted only with the authority of the employer.
- 58.2 For the term of this Agreement all **Indigenous Education Officers** will be entitled to paid leave for the period Christmas Day until New Year's Day inclusive. This leave will be known as Christmas Leave.

Clause 59: Relocation - Indigenous Education Officers

- 59.1 The employer reserves the right to re-locate an **Indigenous Education Officer's** workplace depending on funding, the needs of the Catholic Education Office and **Schools**. Any change in location must be reasonable in the circumstances of the employee. Without derogating from the employer's right to relocate an employee under this provision, the employer agrees to consult with the employee(s) regarding issues arising from the relocation decision.

Clause 60: Assistance with Costs of Work-related Study – Indigenous Education Officers only

- 60.1 In the event that an application under the Study Incentive Program is unsuccessful. or as an alternative (but not in addition), **Indigenous Education Officers** who undertake the Aboriginal Education Workers Accredited Course (or other approved tertiary study course) will be provided with negotiated study leave of up to 10 days paid leave per year, plus payment of course fees. The timing of the leave is subject to approval by the employer. There is an expectation that some of the employee's own time will be contributed.

SECTION 5 – APPENDICES

Appendix A - Teacher Salaries and Allowances

	Current Salary as at 1 October 2014	Salary as at 1st full pay period on or after 1 October 2015	Salary as at 1st full pay period on or after 1 October 2016	Salary as at 1st full pay period on or after 1 October 2017
Band 1 - Salaries		2.5%	2.5%	2.5%
1	-	-	-	-
2	-	-	-	-
3	\$65,289	\$66,921	\$68,594	\$70,309
4	\$68,888	\$70,610	\$72,375	\$74,184
5	\$72,520	\$74,333	\$76,191	\$78,096
6	\$76,184	\$78,089	\$80,041	\$82,042
7	\$79,879	\$81,876	\$83,923	\$86,021
8	\$83,604	\$85,694	\$87,836	\$90,032
9	\$87,360	\$89,544	\$91,783	\$94,078
10	\$91,749	\$94,043	\$96,394	\$98,804
AST	\$93,728	\$96,071	\$98,473	\$100,935
Band 2 - Positions of Responsibility Allowances				
POR 1	\$2,908	\$2,981	\$3,056	\$3,132
POR 2	\$8,052	\$8,253	\$8,459	\$8,670
POR 3	\$13,199	\$13,529	\$13,867	\$14,214
POR 4	\$18,821	\$19,292	\$19,774	\$20,268
Assistant Principal - Religious Identity & Mission Allowances				
AP1A	\$9,511	\$9,749	\$9,993	\$10,243
APIB	\$13,199	\$13,529	\$13,867	\$14,214
AP2A	\$15,134	\$15,512	\$15,900	\$16,298
AP2B	\$18,821	\$19,292	\$19,774	\$20,268
Catholic Professional Formation Allowances				
CPF 1	\$500	\$500	\$500	\$500
CPF 2	\$1,000	\$1,000	\$1,000	\$1,000
CPF 3	\$1,250	\$1,250	\$1,250	\$1,250
Highly Accomplished Teacher and Lead Teacher Allowances				
Highly Accomplished Teacher	\$3,090	\$3,167	\$3,246	\$3,327
Lead Teacher	\$4,120	\$4,223	\$4,329	\$4,437
Vehicle Allowance - for eligibility requirements see Clause 16.8.18				
Car (per km)	0.84	0.86	0.88	0.90
Motor Cycle (per km)	0.28	0.29	0.30	0.31
Curriculum Extension Activities - for eligibility requirements see Appendix G Schedule 1				
Tier 2 Allowance	\$25	\$25	\$25	\$25
Overnight Camp	\$164	\$168	\$172	\$176

Appendix B

Education Support Officer Salaries

B.1 **Education Support Officers** may spread their salary over 52 weeks in accordance with the formula below.

B.2 Salaries for all **Education Support Officers** (other than casual employees and boarding house supervisory employees) who work for:

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

should be calculated as follows:

B.2.1.1 over the 52 weeks of the school year, at a weekly rate calculated as follows:

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

OR

B.2.1.2 during the actual periods of work during the school year at a weekly rate plus 4 weeks' annual leave.*

NOTE: Boarding House Supervisory Employees: Substitute the denominator of 43 instead of 48 in the above formula and in B.2.1.2 + 9 weeks' annual leave instead of 4 weeks.

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:

$$\frac{\text{equiv full-time annual salary}}{1} \times \frac{6}{313} \times \frac{1}{37.5} \times \frac{120}{100}$$

**Appendix B - Education Support Officer
Salaries – Schedule 1**

Grade	Year of Service	Current Salary as at 1 October 2014	Salary as at 1st full pay period on or after 1 October 2015	Salary as at 1st full pay period on or after 1 October 2016	Salary as at 1st full pay period on or after 1 October 2017
			2.5%	2.5%	2.5%
Junior	Under 18 years	60% of the adult rate			
	18 years	70% of the adult rate			
	19 years	80% of the adult rate			
	20 years	90% of the adult rate			
Grade 1A	Year 1	\$40,244	\$41,250	\$42,281	\$43,338
	Year 2	\$43,619	\$44,709	\$45,827	\$46,973
	Year 3	\$45,894	\$47,041	\$48,217	\$49,422
	Year 4 or more	\$46,812	\$47,982	\$49,182	\$50,412
Grade 1	Year 1	\$46,812	\$47,982	\$49,182	\$50,412
	Year 2	\$49,433	\$50,669	\$51,936	\$53,234
	Year 3	\$52,012	\$53,312	\$54,645	\$56,011
	Year 4	\$53,296	\$54,628	\$55,994	\$57,394
	Year 5 or more	\$54,362	\$55,721	\$57,114	\$58,542
Grade 2	Year 1	\$54,362	\$55,721	\$57,114	\$58,542
	Year 2	\$55,168	\$56,547	\$57,961	\$59,410
	Year 3	\$56,371	\$57,780	\$59,225	\$60,706
	Year 4 or more	\$57,498	\$58,935	\$60,408	\$61,918
Grade 3	Year 1	\$57,995	\$59,445	\$60,931	\$62,454
	Year 2	\$59,124	\$60,602	\$62,117	\$63,670
	Year 3	\$60,746	\$62,265	\$63,822	\$65,418
	Year 4 or more	\$61,961	\$63,510	\$65,098	\$66,725
Grade 4	Year 1	\$63,568	\$65,157	\$66,786	\$68,456
	Year 2	\$65,238	\$66,869	\$68,541	\$70,255
	Year 3	\$66,906	\$68,579	\$70,293	\$72,050
	Year 4 or more	\$68,244	\$69,950	\$71,699	\$73,491
Grade 5	Year 1	\$69,216	\$70,946	\$72,720	\$74,538
	Year 2	\$72,520	\$74,333	\$76,191	\$78,096
	Year 3	\$75,826	\$77,722	\$79,665	\$81,657
	Year 4 or more	\$77,343	\$79,277	\$81,259	\$83,290
Grade 6	Year 1	\$82,437	\$84,498	\$86,610	\$88,775
	Year 2	\$85,742	\$87,886	\$90,083	\$92,335
	Year 3	\$88,933	\$91,156	\$93,435	\$95,771
	Year 4 or more	\$91,749	\$94,043	\$96,394	\$98,804

**Appendix B - Education Support Officers
Schedule 2 – Allowances**

Allowances	Current Salary as at 1 October 2014	Salary as at 1st Full pay period on or after 1 October 2015	Salary as at 1st Full pay period on or after 1 October 2016	Salary as at 1st Full pay period on or after 1 October 2017
Refer to Appendix B - Schedule 3 for eligibility and summary		2.5%	2.5%	2.5%
First Aid Allowance per annum	\$1,273	\$1,305	\$1,338	\$1,371
Laundry Allowance - per work day	\$0.31	\$0.32	\$0.33	\$0.34
	to a max of	to a max of	to a max of	to a max of
	\$1.55	\$1.59	\$1.63	\$1.67
	per work week	per work week	per work week	per work week
Meal Allowance - per occasion	\$18.58	\$19.04	\$19.52	\$20.01
On Call Allowance per period of up to 24 hours	1 ordinary hour's pay for each period on call	1 ordinary hour's pay for each period on call	1 ordinary hour's pay for each period on call	1 ordinary hour's pay for each period on call
Personal Protective Equipment (see Clause 23.2)	To be provided without cost to the employee			
Recall to Duty Allowance - per occasion	Minimum 3 hours' pay	Minimum 3 hours' pay	Minimum 3 hours' pay	Minimum 3 hours' pay
Sleep Over Allowance - per night	\$114	\$117	\$120	\$123
Tool Allowance per annum- Carpenter & Joiner (supply own tools)	\$1,592	\$1,632	\$1,673	\$1,715
Tool Allowance per annum- General Tradesperson (supply own tools)	\$841	\$862	\$884	\$906
Toxic Substances (close proximity) Allowance per hour (Groundstaff)	\$0.73	\$0.75	\$0.77	\$0.79
Toxic Substances (working with) Allowance per hour (Groundstaff)	\$0.89	\$0.91	\$0.93	\$0.95
Uniform Allowance - per work day	\$1.70	\$1.74	\$1.78	\$1.82
	per work day to max of	per work day to max of	per work day to max of	per work day to max of
	\$8.52	\$8.73	\$8.95	\$9.17
	per work week	per work week	per work week	per work week
Vehicle Allowance - per km (Car)	0.84	0.86	0.88	0.90
Vehicle Allowance - per km (Motor Cycle)	0.28	0.29	0.30	0.31
Wet Work Allowance - per day	2.95	3.02	3.10	3.18

Appendix B

Education Support Officers Schedule 3 – Allowances – Eligibility Provisions

Allowance type	Applies to	Eligibility	Additional information
First Aid allowance	ESO 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 employees.
Laundry allowance	ESO	Laundry allowance applies to laundering of a uniform or in circumstances where the employee launders personal protective equipment clothing.	
Meal allowance	ESO	Where the employer requires an employee to undertake more than 2 hours overtime after the completion of a full day's work (not <7.5 hours), the employer will either provide a meal or a meal allowance.	This allowance is payable on a per occasion basis.
On Call allowance	ESO	Payable to an employee who is required by the employer to hold themselves available to be recalled to work. This allowance does not apply to: (i) an employee paid a sleepover allowance; or (2) where an employee is provided with reasonable accommodation, including living quarters, fuel and light, and available to the employee for their exclusive use at no cost to the employee.	One hour's pay payable at the ordinary hourly rate for each period of up to 24 hours that the employee is required to be on call.
Recall to duty allowance	ESO	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. No allowance is payable where the employee is provided with reasonable accommodation for the employee's exclusive use on or in close proximity to the School's premises.	A minimum of 3 hours at the appropriate overtime rate of pay.
Sleep-over allowance	ESO Does not apply to boarding house supervisory employees working in that capacity.	Where the employer requires an ESO (who is not a boarding house supervisory ESO working in that capacity) to sleep over at a school camp/retreat for a	The payment is for sleeping over to undertake duty of care requirements and to be on call for emergencies and for

		period outside of the employee's normal hours of work.	all work performed between the hours of 9pm – 8 am. This allowance is payable on a per occasion basis.
Tool allowance	ESO-Tradespersons	Where tools not supplied by the employer.	This allowance is payable on a pro rata basis to part-time employees.
Toxic substances allowance	ESO – groundstaff	Employees required to use, or work in close proximity to employees working with, toxic substances include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst systems are deemed to be materials of a like nature	This allowance is payable on an hourly basis.
Uniform allowance	ESO	Where an employer requires an employee to wear a uniform the employer will either provide the uniform (including maintenance and laundering); provide a uniform allowance and a laundry allowance; or reimburse the employee for the purchase of the uniform and provide a laundry allowance.	This allowance is payable on a daily basis depending on the number of days the employee works in a week.
Vehicle allowance	ESO's	An employee required by the employer to use the employee's motor vehicle in the performance of duties. The vehicle allowance is not payable for participation in Professional Development or Training activities unless the employer requires the employee to drive their own vehicle. The allowance is also not payable for travel to and from the required work location at the start or end of the employee's working day.	The evidence of kilometres travelled and claimed must be recorded in writing in a form as required by the employer.
Wet work allowance	ESO – groundstaff	Where an employee works in a wet place where his or her clothing/feet become wet despite gum boots and protective clothing and despite exercising reasonable care.	This allowance is payable on a daily basis.

Appendix C

Trainees

C.1 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

1. include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
2. include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
3. not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

South Australia: Training and Skills Development Act 2008;

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

C.2 Coverage

C.2.1 Subject to clauses C.2.2 to C.2.6 of this schedule, this schedule applies in respect of an employee covered by this Agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Schedule 1 to this Appendix or by clause C.2.4 of this Appendix.

C.2.2 This Appendix only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Schedule 1 to this Appendix.

C.2.3 This Appendix does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

- C.2.4 This Appendix does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- C.2.5 Where the terms and conditions of this Appendix conflict with other terms and conditions of this Agreement dealing with traineeships, the other terms and conditions of this Agreement prevail.
- C.2.6 At the conclusion of the traineeship, this Appendix ceases to apply to the employee.

C.3 Types of Traineeship

The following types of traineeship are available under this Appendix:

- C.3.1 a full-time traineeship based on 37.5 ordinary hours per week, with 20% of ordinary hours being approved training; and
- C.3.2 a part-time traineeship based on less than 37.5 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

C.4 Minimum Wages

C.4.1 Minimum wages for full-time traineeships

a) Wage Level A

Subject to clause C.4.3 of this Appendix, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A – refer to Schedule 1 of this Appendix C.

b) Wage Level B

Subject to clause C.4.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B – refer to Schedule 1 of this Appendix C.

c) Wage Level C

Subject to clause C.4.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C – refer to Schedule 1 of this Appendix C.

d) AQF Certificate Level IV traineeships

- (i) Subject to clause C.4.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages – refer to Schedule 1 of this Appendix C.
- (ii) Subject to clause C.4.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship – refer to Schedule 1 of this Appendix C.

C.4.2 Minimum wages for part-time traineeships

a) Wage Level A

Subject to clauses C.4.2(f) and C.4.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A – refer to Schedule 1 of this Appendix C.

b) Wage Level B

Subject to clauses C.4.2 (f) and C.4.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B – refer to Schedule 1 of this Appendix C.

c) Wage Level C

Subject to clauses C.4.2 (f) and C.4.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C – refer to Schedule 1 of this Appendix C.

d) School-based traineeships

Subject to clauses C.4.2 (f) and C.4.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C when the trainee works ordinary hours – refer to Schedule 1 of this Appendix C.

e) AQF Certificate Level IV traineeships

- (i) Subject to clauses C.4.2 (f) and C.4.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages- refer to Schedule 1 of this Appendix C.
- (ii) Subject to clauses C.4.2.(f) and C.4.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship – refer to Schedule 1 of this Appendix C.

f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses C.4.2 (a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in Schedule 1 of this Appendix C applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in Schedule 1 of this Appendix C minus 20% applies to each ordinary hour worked by the trainee.

C.4.3 Other minimum wage provisions

- a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

C.4.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Schedule 1 of Appendix C is the relevant minimum wage for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

C.5 Employment conditions

- C.5.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this Agreement apply.
- C.5.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- C.5.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.
- C.5.4 Subject to clause C.2.5 of this Appendix, all other terms and conditions of this Agreement apply to a trainee unless specifically varied by this Appendix.

C.6 Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

C.6.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II

Training package	AQF certificate level
Financial Services	I II III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

C.6.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II

Training package	AQF certificate level
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

C.6.3 Wage Level C

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III

Appendix C - Schedule 1 - Trainee Wages

	CURRENT Weekly Salary as at 1/10/14			Weekly Salary as at 1/10/15 2.5%			Weekly Salary as at 1/10/16 2.5%			Weekly Salary as at 1/10/17 2.5%		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
AQF - Certificate levels I - III traineeships												
Minimum wages for full-time traineeships												
(a) Wage Level A												
School leaver	320.72	353.29	420.94	328.74	362.12	431.46	336.96	371.17	442.25	345.38	380.45	453.31
Plus 1 year out of school	353.29	420.94	489.85	362.12	431.46	502.10	371.17	442.25	514.65	380.45	453.31	527.52
Plus 2 years out of school	420.94	489.85	570.03	431.46	502.10	584.28	442.25	514.65	598.89	453.31	527.52	613.86
Plus 3 years out of school	489.85	570.03	652.71	502.10	584.28	669.03	514.65	598.89	685.76	527.52	613.86	702.90
Plus 4 years out of school	570.03	652.71		584.28	669.03		598.89	685.76		613.86	702.90	
Plus 5 or more years out of school	652.71			669.03			685.76			702.90		
(b) Wage Level B												
School leaver	320.72	353.29	409.67	328.74	362.12	419.91	336.96	371.17	430.41	345.38	380.45	441.17
Plus 1 year out of school	353.29	409.67	471.06	362.12	419.91	482.84	371.17	430.41	494.91	380.45	441.17	507.28
Plus 2 years out of school	409.67	471.06	552.49	419.91	482.84	566.30	430.41	494.91	580.46	441.17	507.28	594.97
Plus 3 years out of school	471.06	552.49	630.16	482.84	566.30	645.91	494.91	580.46	662.06	507.28	594.97	678.61
Plus 4 years out of school	552.49	630.16		566.30	645.91		580.46	662.06		594.97	678.61	
Plus 5 or more years out of school	630.16			645.91			662.06			678.61		
(c) Wage Level C												
School leaver	320.72	353.29	409.67	328.74	362.12	419.91	336.96	371.17	430.41	345.38	380.45	441.17
Plus 1 year out of school	353.29	409.67	461.03	362.12	419.91	472.56	371.17	430.41	484.37	380.45	441.17	496.48
Plus 2 years out of school	409.67	461.03	514.90	419.91	472.56	527.77	430.41	484.37	540.96	441.17	496.48	554.48
Plus 3 years out of school	461.03	514.90	573.79	472.56	527.77	588.13	484.37	540.96	602.83	496.48	554.48	617.90
Plus 4 years out of school	514.90	573.79		527.77	588.13		540.96	602.83		554.48	617.90	
Plus 5 or more years out of school	573.79			588.13			602.83			617.90		

	CURRENT Weekly Salary as at 1/10/14			Weekly Salary as at 1/10/15 2.5%			Weekly Salary as at 1/10/16 2.5%			Weekly Salary as at 1/10/17 2.5%		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
(d) AQF - Certificate level IV traineeships												
(i) Wage Level A												
School leaver	332.91	366.72	436.94	353.88	389.82	464.47	362.73	399.57	476.08	371.80	409.56	487.98
Plus 1 year out of school	366.72	436.94	508.46	389.82	464.47	540.49	399.57	476.08	554.00	409.56	487.98	567.85
Plus 2 years out of school	436.94	508.46	591.69	464.47	540.49	628.97	476.08	554.00	644.69	487.98	567.85	660.81
Plus 3 years out of school	508.46	591.69	677.52	540.49	628.97	720.20	554.00	644.69	738.21	567.85	660.81	756.67
Plus 4 years out of school	591.69	677.52		628.97	720.20		644.69	738.21		660.81	756.67	
Plus 5 or more years out of school	677.52			720.20			738.21			756.67		
(ii) Wage Level B												
School leaver	332.91	366.72	425.24	353.88	389.82	452.03	362.73	399.57	463.33	371.80	409.56	474.91
Plus 1 year out of school	366.72	425.24	488.96	389.82	452.03	519.76	399.57	463.33	532.75	409.56	474.91	546.07
Plus 2 years out of school	425.24	488.96	573.48	452.03	519.76	609.61	463.33	532.75	624.85	474.91	546.07	640.47
Plus 3 years out of school	488.96	573.48	654.11	519.76	609.61	695.32	532.75	624.85	712.70	546.07	640.47	730.52
Plus 4 years out of school	573.48	654.11		609.61	695.32		624.85	712.70		640.47	730.52	
Plus 5 or more years out of school	654.11			695.32			712.70			730.52		
(iii) Wage Level C												
School leaver	332.91	366.72	425.24	353.88	389.82	452.03	362.73	399.57	463.33	371.80	409.56	474.91
Plus 1 year out of school	366.72	425.24	478.55	389.82	452.03	508.70	399.57	463.33	521.42	409.56	474.91	534.46
Plus 2 years out of school	425.24	478.55	534.47	452.03	508.70	568.14	463.33	521.42	582.34	474.91	534.46	596.90
Plus 3 years out of school	478.55	534.47	595.59	508.70	568.14	633.11	521.42	582.34	648.94	534.46	596.90	665.16
Plus 4 years out of school	534.47	595.59		568.14	633.11		582.34	648.94		596.90	665.16	
Plus 5 or more years out of school	595.59			633.11			648.94			665.16		

	CURRENT Weekly Salary as at 1/10/14			Weekly Salary as at 1/10/15 2.5%			Weekly Salary as at 1/10/16 2.5%			Weekly Salary as at 1/10/17 2.5%		
	First yr of traineeship per week \$	Second & subsequent yr of traineeship per week \$		First yr of traineeship per week \$	Second & subsequent yr of traineeship per week \$		First yr of traineeship per week \$	Second & subsequent yr of traineeship per week \$		First yr of traineeship per week \$	Second & subsequent yr of traineeship per week \$	
(e) AQF Certificate Level IV adult traineeships												
Wage Level A	677.77	704.08		694.71	721.68		712.08	739.72		729.88	758.21	
Wage Level B	653.97	679.02		670.32	696.00		687.08	713.40		704.26	731.24	
Wage Level C	595.08	617.63		609.96	633.07		625.21	648.90		640.84	665.12	
	CURRENT Hourly Salary as at 1/10/14			Hourly Salary as at 1/10/15 2.5%			Hourly Salary as at 1/10/16 2.5%			Hourly Salary as at 1/10/17 2.5%		
AQF - Certificate levels I - III traineeships												
Minimum wages for part-time traineeships												
(e) Wage Level A	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
School leaver	10.69	11.78	14.03	10.96	12.07	14.38	11.23	12.37	14.74	11.51	12.68	15.11
Plus 1 year out of school	11.78	14.03	16.33	12.07	14.38	16.74	12.37	14.74	17.16	12.68	15.11	17.59
Plus 2 years out of school	14.03	16.33	19.00	14.38	16.74	19.48	14.74	17.16	19.97	15.11	17.59	20.47
Plus 3 years out of school	16.33	19.00	21.76	16.74	19.48	22.30	17.16	19.97	22.86	17.59	20.47	23.43
Plus 4 years out of school	19.00	21.76		19.48	22.30		19.97	22.86		20.47	23.43	
Plus 5 or more years out of school	21.76			22.30			22.86			23.43		
(f) Wage Level B												
School leaver	10.69	11.78	13.66	10.96	12.07	14.00	11.23	12.37	14.35	11.51	12.68	14.71
Plus 1 year out of school	11.78	13.66	15.70	12.07	14.00	16.09	12.37	14.35	16.49	12.68	14.71	16.90
Plus 2 years out of school	13.66	15.70	18.42	14.00	16.09	18.88	14.35	16.49	19.35	14.71	16.90	19.83
Plus 3 years out of school	15.70	18.42	21.01	16.09	18.88	21.54	16.49	19.35	22.08	16.90	19.83	22.63
Plus 4 years out of school	18.42	21.01		18.88	21.54	0.00	19.35	22.08		19.83	22.63	
Plus 5 or more years out of school	21.01			21.54			22.08			22.63		

	CURRENT Hourly Salary as at 1/10/14			Hourly Salary as at 1/10/15 2.5%			Hourly Salary as at 1/10/16 2.5%			Hourly Salary as at 1/10/17 2.5%		
	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
(g) Wage Level C												
School leaver	10.69	11.78	13.66	10.96	12.07	14.00	11.23	12.37	14.35	11.51	12.68	14.71
Plus 1 year out of school	11.78	13.66	15.37	12.07	14.00	15.75	12.37	14.35	16.14	12.68	14.71	16.54
Plus 2 years out of school	13.66	15.37	17.16	14.00	15.75	17.59	14.35	16.14	18.03	14.71	16.54	18.48
Plus 3 years out of school	15.37	17.16	19.13	15.75	17.59	19.61	16.14	18.03	20.10	16.54	18.48	20.60
Plus 4 years out of school	17.16	19.13		17.59	19.61		18.03	20.10		18.48	20.60	
Plus 5 or more years out of school	19.13			19.61			20.10			20.60		
AQF - Certificate level IV traineeships												
Minimum wages for part-time traineeships												
(i) Wage Level A												
School leaver	10.69	11.78	14.03	11.36	12.52	14.91	11.64	12.83	15.28	11.93	13.15	15.66
Plus 1 year out of school	11.78	14.03	16.33	12.52	14.91	17.36	12.83	15.28	17.79	13.15	15.66	18.23
Plus 2 years out of school	14.03	16.33	19.00	14.91	17.36	20.20	15.28	17.79	20.71	15.66	18.23	21.23
Plus 3 years out of school	16.33	19.00	21.76	17.36	20.20	23.13	17.79	20.71	23.71	18.23	21.23	24.30
Plus 4 years out of school	19.00	21.76		20.20	23.13		20.71	23.71		21.23	24.30	
Plus 5 or more years out of school	21.76			23.13			23.71			24.30		
(ii) Wage Level B												
School leaver	10.69	11.78	13.66	11.36	12.52	14.52	11.64	12.83	14.88	11.93	13.15	15.25
Plus 1 year out of school	11.78	13.66	15.70	12.52	14.52	16.69	12.83	14.88	17.11	13.15	15.25	17.54
Plus 2 years out of school	13.66	15.70	18.42	14.52	16.69	19.58	14.88	17.11	20.07	15.25	17.54	20.57
Plus 3 years out of school	15.70	18.42	21.01	16.69	19.58	22.33	17.11	20.07	22.89	17.54	20.57	23.46
Plus 4 years out of school	18.42	21.01		19.58	22.33		20.07	22.89		20.57	23.46	
Plus 5 or more years out of school	21.01			22.33			22.89			23.46		

	CURRENT Hourly Salary as at 1/10/14			Hourly Salary as at 1/10/15 2.5%			Hourly Salary as at 1/10/16 2.5%			Hourly Salary as at 1/10/17 2.5%		
	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
(iii) Wage Level C												
School leaver	10.69	11.78	13.66	11.36	12.52	14.52	11.64	12.83	14.88	11.93	13.15	15.25
Plus 1 year out of school	11.78	13.66	15.37	12.52	14.52	16.34	12.83	14.88	16.75	13.15	15.25	17.17
Plus 2 years out of school	13.66	15.37	17.16	14.52	16.34	18.24	14.88	16.75	18.70	15.25	17.17	19.17
Plus 3 years out of school	15.37	17.16	19.13	16.34	18.24	20.34	16.75	18.70	20.85	17.17	19.17	21.37
Plus 4 years out of school	17.16	19.13		18.24	20.34		18.70	20.85		19.17	21.37	
Plus 5 or more years out of school	19.13			20.34			20.85			21.37		
	First yr of traineeship per hour \$	Second & subsequent yr of traineeship per hour \$		First yr of traineeship per hour \$	Second & subsequent yr of traineeship per hour \$		First yr of traineeship per hour \$	Second & subsequent yr of traineeship per hour \$		First yr of traineeship per hour \$	Second & subsequent yr of traineeship per hour \$	
AQF Certificate Level IV Adult part-time traineeships												
Wage Level A	22.60	23.47		23.17	24.06		23.75	24.66		24.34	25.28	
Wage Level B	21.80	22.64		22.35	23.21		22.91	23.79		23.48	24.38	
Wage Level C	19.84	20.59		20.34	21.10		20.85	21.63		21.37	22.17	
AQF - Certificate levels I - III school based traineeships	Year 11 or lower per hour \$	Year 12 per hour \$		Year 11 or lower per hour \$	Year 12 per hour \$		Year 11 or lower per hour \$	Year 12 per hour \$		Year 11 or lower per hour \$	Year 12 per hour \$	
School-based traineeships	10.69	11.78		10.96	12.07		11.23	12.37		11.51	12.68	

Appendix D

Apprentices

D.1 Apprentices

- D.1.1 An apprentice means any person employed and registered in the form prescribed by the relevant State Apprenticeship Authority.
- D.1.2 For the purposes of this Agreement, an apprentice is an employee who is engaged under a Training Agreement registered by the relevant State or Territory Training or apprenticeship Authority, where the qualification outcome specified in the Training agreement is a relevant qualification from a Training Package endorsed by the National Training Framework Committee.
- D.1.3 An apprentice will also include an employee who is engaged under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State or Territory Training or Apprenticeship Authority.
- D.1.4 Subject to appropriate State legislation, an employer must not employ an unapprenticed junior in a trade provided for in this Agreement.
- D.1.5 In order to undertake trade training in accordance with this Appendix a person must be a party to a contract of apprenticeship training or training agreement in accordance with the requirements of the relevant Apprenticeship authority or State legislation. The employer must provide access to training consistent with the contract or training agreement without loss of pay.
- D.1.6 An apprentice who attends a technical school and presents reports of satisfactory attendance and conduct must be reimbursed by their employer for all fees paid by the apprentice in respect of any course prescribed, at the end of each term.
- D.1.7 The probationary period of an apprentice must be as set out in the training agreement or contract of apprenticeship consistent with the requirements of the Apprenticeship Authority or State legislation but must not exceed three months.
- D.1.8 An apprentice who is under 21 years of age on completion of their apprenticeship and who is employed in the occupation to which they were apprenticed will be paid not less than the adult rate prescribed for that classification.
- D.1.9 Except as provided in this schedule or where otherwise stated all conditions of employment specified in this Agreement will apply to apprentices.
- D.1.10 No apprentice under the age of 18 years will be required to work overtime unless they request to work overtime. An apprentice must not work or be required to work overtime at times which would prevent their attendance at technical school as required by this Agreement or by State legislation.
- D.1.11 No apprentice under the age of 18 years will be employed on any shift other than day shift. An apprentice over the age of 18 years, by mutual agreement may be required to work on an afternoon shift provided such shiftwork does not prevent their attendance at technical school as required by this Agreement or by State legislation.
- D.1.12 An apprentice must not work under any system of payment by results.
- D.1.13 An employer must allow an apprentice to take time off during working hours to attend available classes. In order to be entitled to the time off the apprentice must produce a card showing the employee's attendance at school for the period.
- D.1.14 The provisions of this schedule will be read in conjunction with any state legislation or regulation relating to apprentices.
- D.1.15 Provisions of any State legislation or regulation relating to the attendance of apprentices at technical school during ordinary working hours or to disciplinary powers of Apprenticeship Authorities over apprentices and employers are deemed not to be inconsistent with this Agreement.

- D.1.16 Apprentices are entitled to the NES, as supplemented by this Agreement, except with respect to Notice of termination and Redundancy pay.
- D.1.17 The ordinary hours of work of apprentices must not exceed those of the tradespersons employed under this Agreement.
- D.1.18 The number of apprentices that may be employed by an employer at any time in the said trade or trades must not exceed the proportion of one apprentice for each individual tradesperson employed by the employer in such trade.

D.2 School-based Apprentices

- D.2.1 A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this Appendix while also undertaking a course of secondary education.
- D.2.2 A school-based apprenticeship may be undertaken in the trades covered by this Agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.2.3 The relevant minimum wages for full-time junior and adult apprentices provided for in this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.2.4 For the purposes of clause D.2.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.2.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.2.6 For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.2.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- D.2.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- D.2.9 The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.2.10 If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.2.11 School-based apprentices are entitled pro rata to all of the other conditions in this Agreement.

D.3 Rates of pay

D.3.1 An apprentice, other than an adult apprentice, will be paid a percentage of the Grade 1, Year 1 **Education Support Officer** salary in Appendix B as follows:

Year of apprenticeship	% of Grade1, Year 1 rate
1 st year	45%
2 nd year	55%
3 rd year	75%
4 th year	90%

D.3.2 The rate of pay for an adult apprentice will be the rate prescribed for Grade 1, Year 1 Education Support Office salary in Appendix B.

Appendix E

Supported Wage Provisions

E.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

E.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant wage means the salary as detailed in Appendix B or Appendix F of this Agreement for the class of work for which an employee is engaged.

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

E.3 Eligibility criteria

E.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

E.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

E.4 Supported wage rates

E.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the salary for the class of work for which the employee is engaged as detailed in Appendix B or Appendix F of this Agreement according to the following schedule:

Assessed capacity (clause E.5)	Relevant salary
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

E.4.2 Provided that the minimum amount payable must be not less than \$89 per week as at 1 October 2015; or \$91 per week as at 1 October 2016; or \$93 per week as at 1 October 2017 and for 2018 and 2019 in accordance with Appendix O.

E.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

E.5 Assessment of capacity

E.5.1 For the purpose of establishing the percentage of the relevant wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, the **Union**.

E.5.2 All assessments made under this Appendix E must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the **Act**.

E.6 Lodgement of SWS wage assessment agreement

E.6.1 All SWS wage assessment agreements under the conditions of this Appendix E, including the appropriate percentage of the relevant wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

E.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

E.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

E.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant wage only. Employees covered by the provisions of this Appendix E will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

E.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this Appendix E must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

E.10 Trial period

E.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Appendix E for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

E.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant wage for a continuing employment relationship will be determined.

E.10.3 The minimum amount payable to the employee during the trial period must be no less than \$89 per week as at 1 October 2015; or \$91 per week as at 1 October 2016;

or \$93 per week as at 1 October 2017 and for 2018 and 2019 in accordance with Appendix O.

E.10.4 Work trials should include induction or training as appropriate to the job being trialled.

E.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

Appendix F

Schedule 1 - Indigenous Education Officer Salaries

Grade	Year of Service	Current Salary as at 1 October 2014	Salary as at 1st Full pay period on or after 1 October 2015	Salary as at 1st Full pay period on or after 1 October 2016	Salary as at 1st Full pay period on or after 1 October 2017
IEO 1	Year 1	\$52,032	\$53,333	\$54,666	\$56,033
	Year 2	\$55,011	\$56,386	\$57,796	\$59,241
	Year 3	\$56,041	\$57,442	\$58,878	\$60,350
	Year 4 or more	\$57,162	\$58,591	\$60,056	\$61,557
IEO 2	Year 1	\$58,865	\$60,337	\$61,845	\$63,391
	Year 2	\$62,372	\$63,931	\$65,529	\$67,167
	Year 3	\$65,230	\$66,861	\$68,533	\$70,246
	Year 4 or more	\$66,535	\$68,198	\$69,903	\$71,651
IEO 3	Year 1	\$67,568	\$69,257	\$70,988	\$72,763
	Year 2	\$70,429	\$72,190	\$73,995	\$75,845
	Year 3	\$73,291	\$75,123	\$77,001	\$78,926
	Year 4 or more	\$74,756	\$76,625	\$78,541	\$80,505
IEO 4	Year 1	\$75,919	\$77,817	\$79,762	\$81,756
	Year 2	\$77,671	\$79,613	\$81,603	\$83,643
	Year 3	\$79,424	\$81,410	\$83,445	\$85,531
	Year 4 or more	\$81,012	\$83,037	\$85,113	\$87,241
IEO 5	Year 1	\$82,228	\$84,284	\$86,391	\$88,551
	Year 2	\$84,913	\$87,036	\$89,212	\$91,442
	Year 3	\$87,599	\$89,789	\$92,034	\$94,335
	Year 4 or more	\$89,351	\$91,585	\$93,875	\$96,222
Juniors					
76% of L1		\$39,544	\$40,533	\$41,546	\$42,585
82% of L1		\$42,668	\$43,735	\$44,828	\$45,949
89% of L1		\$46,193	\$47,348	\$48,532	\$49,745
97% of L1		\$50,472	\$51,734	\$53,027	\$54,353

Appendix F

Indigenous Education Officer Schedule 2 – Allowances

Allowances					
For eligibility and detail of allowances refer to Appendix F Schedule 3					
Meal Allowance - per occasion	\$18.58	\$19.04	\$19.52	\$20.01	
Sleep Over Allowance - per night*	\$114	\$117	\$120	\$123	
Vehicle Allowance - per km (Car)	0.84	0.86	0.88	0.90	
Vehicle Allowance - per km (Motor Cycle)	0.28	0.29	0.30	0.31	
* please note: the sleepover allowance has been calculated on \$114 the actual 2014 allowance is \$113.64					

Appendix F

Indigenous Education Officers Schedule 3 – Allowances - Eligibility Provisions

Allowance type	Applies to	Eligibility	Additional information
Meal allowance	IEOs	Where the employer requires an employee to undertake more than 2 hours overtime after the completion of a full day's work (not <7.5 hours), the employer will either provide a meal or a meal allowance.	This allowance is payable on a per occasion basis.
Sleep-over allowance	IEOs	Where the employer requires an IEO to sleep over at a school camp/retreat for a period outside of the employee's normal hours of work.	The payment is for sleeping over to undertake duty of care requirements and to be on call for emergencies and for all work performed between the hours of 9pm – 8 am. This allowance is payable on a per occasion basis.
Vehicle allowance	IEOs	An employee required by the employer to use the employee's motor vehicle in the performance of duties. The vehicle allowance is not payable for participation in Professional Development or Training activities unless the employer requires the employee to drive their own vehicle. The allowance is also not payable for travel to and from the required work location at the start or end of the employee's working day.	The evidence of kilometres travelled and claimed must be recorded in writing in a form as required by the employer.

Appendix G

Teacher Workload

This Appendix G details the workload requirements of all **Teachers**, including **Teachers** at the Technical Colleges except where the requirements are modified for **Teachers** at the Technical Colleges by clause G.2.9.

Definitions specific to this Appendix are included at the end of this Appendix and are in bold but not italicised throughout this Appendix.

G.1 Teacher Attendance

G.1.1 Annual and Term Requirements

- G.1.1.1 The school year for **Teachers** in **Schools** other than “Category 3 (Comprehensive) **Schools**” (as detailed in sub-clause G.2.7.6) shall comprise 4 terms and will not exceed 40 weeks (inclusive of public holidays for which attendance is not required) plus 5 additional days (6 for holders of Positions of Responsibility) designated as **Preparation/Professional Development** days as detailed in sub-clause G.2.8.
- G.1.1.2 The school year for **Teachers** – who are not holders of Positions of Responsibility – in “Category 3 (Comprehensive) **Schools**” as detailed in sub-clause G.2.7.6 will be 39.5 weeks (inclusive of public holidays for which attendance is not required) plus 5 additional days (6 for holders of Positions of Responsibility) designated as **Preparation/Professional Development** days as detailed in sub-clause G.2.8.
- G.1.1.3 There shall be a period of not less than 4 consecutive weeks uninterrupted paid annual leave (pro-rated for teachers working part of a year) exclusive of public holidays (but which may include term leave applicable to term 4), concluding on the day prior to the commencement date for **Teachers** in the new school year.
- G.1.1.4 The school year for **Teachers** shall end not later than the 19th December.
- G.1.1.5 There shall be a period of paid term leave, at the end of each of terms one, two, three and four which, with the exception of term leave at the end of term 4, shall not be of less than ten consecutive week days in duration (but subject to clause G.2.8 (**Preparation/ Professional Development** days). This leave shall be inclusive of any public holidays that occur during the paid term leave.
- G.1.1.6 The employer may require a **Teacher** to undertake travel to participate in **Other Professional Activities** or **Preparation/Professional Development**. Time taken in travel to and from these activities where it exceeds travel that the **Teacher** would normally undertake to attend the workplace in **Timetabled Time** shall be counted as time worked. Where travel occurs in **Timetabled Time** the time shall not be double counted.
- G.1.1.7 The above provisions will not affect the dates for the calculation of salaries or the deemed dates during leave periods as detailed in clause 15.6.2 of this Agreement.

G.2 Weekly and Daily Requirements

G.2.1 Timetabled Time

- G.2.1.1 **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. This time may be **Varied by Agreement**.

- G.2.1.2 The minimum **Timetabled Time** shall be 26.0 hrs per week. The amount of **Timetabled Time** may be **varied by agreement**.
- G.2.1.3 The maximum **Student Contact Time** shall be up to a maximum of 22.5 hours per week in Secondary **Schools**/campuses and up to a maximum of 24 hours per week in primary **Schools**/campuses.
- G.2.1.4 **Student Contact Time** in schools agreed to be **Middle Schools** or **Special Schools**, shall be the average of the primary and secondary allocations.
- G.2.1.5 **Timetabled time** and **Student Contact Time** may be averaged over a period not exceeding one **School** term in a primary **School**/campus and over the year in a secondary/middle/special **School**/campus providing that there shall be no more than a 10% increase in **Student Contact Time** at any time over the year for any **Teacher**. In circumstances where there exists an increase of more than 5% at any time over the year, the **School** will, through consultation with the **Teacher(s)** affected, take ameliorative steps to support the **Teacher(s)** by reducing yard duty or relief commitments or another specific component of the quantified obligations of **Teachers**. The averaging period may be **Varied by Agreement** provided that the period so agreed does not exceed one school year.
- G.2.1.6 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.

G.2.2 Non-Contact Time

- G.2.2.1 **Non Contact Time** is not to be used to provide any part of the meal-break or morning recess break.
- G.2.2.2 Specialist **Teachers**, including teacher librarians and teacher counsellors, are entitled to the same amount of **Non Contact Time** as class-room **Teachers**.
- G.2.2.3 Part time **Teachers** have pro-rata **Non Contact Time** entitlements.

G.2.3 Relief Lessons

- G.2.3.1 **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 employer-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**.
- G.2.3.2 The total amount of **Relief Lessons** shall not exceed
 - (i) 20 hours per year for secondary **Teachers**
 - (ii) 15 hours per year for primary school **Teachers**
 - (iii) For middle and special **Schools** the number of hours will be averaged.
- G.2.3.3 A secondary **Teacher** shall not be required to undertake more than 6 hours of **Relief Lessons** in any one school term. A primary **Teacher** shall not be required to undertake more than 4.5 hours of Relief Lessons in any one school term.

G.2.3.4 The undertaking of **Relief Lessons** shall not count towards the totals expressed in sub-clause G.2.3.2 where the relief is undertaken within the 'relieving' **Teachers**' normal amount of **Student Contact Time**.

G.2.3.5 The allocation of **Relief Lessons** to part-time **Teachers** shall be on a pro-rata basis

G.2.4 Non Timetabled Time

G.2.4.1 A Teacher may be required to undertake Other Professional Activities and Curriculum Extension Activities, in Non-Timetabled Time.

G.2.4.2 The **Span of Hours** during which **Non-Timetabled Time** shall be worked is 8.00am to 5.00pm (unless **Varied by Agreement** in which case the total span shall remain the same) Monday to Friday inclusive.

G.2.4.3 **Non-Timetabled Time** includes recess breaks. **Teachers** may utilise the students' recess period as a refreshment break, unless they are assigned to undertake **Duties**.

G.2.5 Off-Line Lessons

G.2.5.1 Where the employer wishes to offer **Off-Line Lessons** the hours determined by sub-clause G.2.1.1 may be varied to reflect either an earlier start or later finish time which shall be within the **School's** usual **Span of Hours**.

G.2.5.2 Where a **Teacher** is required to teach an **Off-Line Lesson(s)** and where the change in hours means that the **Teacher** is required on site for teaching for a period greater than a regular school day – defined by regular **Timetabled Time** - it is expected that the School would ameliorate this by the **Teacher** having a shorter working day during the same week or some other time offset as agreed between the **Principal** and the **Teacher**.

G.2.5.3 Where the change in hours means that the **Teacher** first attends the **School** at or after the scheduled morning recess break, the **Teacher** shall be given a break of equal duration, in addition to the meal break, during the afternoon.

G.2.5.4 The allocation of **Off-Line Lessons** to individual **Teachers** shall be done having regard to the following criteria:

- (i) Appropriate volunteers should be sought
- (ii) Where no volunteer is identified, the **Teacher** allocated the task shall be given not less than 4 weeks' notice.
- (iii) The **Teacher's** personal circumstances will be taken into account.
- (iv) Where the **Teacher** is likely to face difficulties arising from the requirement to undertake **Off Line Lessons** the **School** will give consideration to the adoption of ameliorative measures.

G.2.5.5 Nothing in this sub-clause shall diminish the **Teacher's** rights to access the grievance and dispute processes available under the Agreement.

G.2.6 Other Professional Activities

G.2.6.1 The maximum time requirement by the employer for **Other Professional Activities** shall be up to a maximum of four and one half (4.5) hours per week averaged over a period not exceeding one term in a primary school or two consecutive terms in a middle, special or secondary school. The averaging period may be **Varied by Agreement** provided that such period does not exceed one school year.

- G.2.6.2 The allocation described at G.2.6.1 does not include **Preparation/Professional Development** as provided for in sub-clause G.2.8.
- G.2.6.3 The allocation at G.2.6.1 is not intended to include all of the work of a **Professional Commitment** nature undertaken by **Teachers**.
- G.2.6.4 This sub-clause does not prevent **Teachers** undertaking **Other Professional Activities** on a voluntary basis.

G.2.7 Curriculum Extension Activities

- G.2.7.1 A Teacher may be reasonably required to undertake Curriculum Extension Activities.
- G.2.7.2 The requirement to perform **Curriculum Extension Activities** will be considered reasonable if arranged in accordance with Schedule 1 of this Appendix G.
- G.2.7.3 The **Curriculum Extension Activities** are activities required by the school and apply to each individual **Teacher**.
- G.2.7.4 This sub-clause G.2.7 does not prevent a **Teacher** undertaking **Curriculum Extension Activities** not required by the school on a voluntary basis.
- G.2.7.5 Where a **School** (which is not a Category 3 (Comprehensive) **School**) includes a defined middle school structure and where teachers in that middle school structure work according to secondary school **Student Contact Time** allocations (that is up to 22.5 hours of **Student Contact Time** per week), Category 2 (Secondary/Marymount/Special Schools) **Curriculum Extension Activities** requirements apply. Where primary **Student Contact Time** allocations apply (that is, up to 24 hours of **Student Contact Time** per week), Category 1 (Primary) **Curriculum Extension Activities** requirements apply.
- G.2.7.6 The following **Schools** are considered “Category 3 (Comprehensive)” **Schools** for the purpose of **Curriculum Extension Activities** requirements: Loreto College, St Mary’s College, St Aloysius College, Mary MacKillop College, St Dominic’s Priory College, Kildare College, Christian Brothers College, Rostrevor College, St Paul’s College, Sacred Heart College, St Michael’s College, Cabra Dominican College, Mercedes College, St Ignatius College, Blackfriars Priory School.
- G.2.7.7 In requiring **Curriculum Extension Activities** the **School** will have regard to the genuine personal circumstances of the **Teacher** such as health issues and sole caring responsibilities. Where a **Teacher** requests consideration of their personal circumstances regarding the performance of **Curriculum Extension Activities** the request must be considered and where appropriate, accommodations made.
- G.2.7.8 Religious observances and spiritual activities such as beginning of the year Mass, graduation Mass, parish class Masses (pertaining to the **Teacher’s** class), sacramental masses and other religious observances/liturgical occasions held outside of **Timetabled Time** are excluded from the definition of **Curriculum Extension Activities**. They are considered other **Professional Commitments** which are not regulated.
- G.2.7.9 **Curriculum Extension Activities** excludes activities which form a **compulsory** (that is required to be undertaken by the student to achieve the SACE subject eg participation in a drama production) part of the curriculum assessment requirements for a particular SACE subject. This

commitment – where there are significant out of hours obligations – will be taken into account in the **Curriculum Extension Activities** requirements of such **Teachers**.

- G.2.7.10 **Curriculum Extension Activities** excludes overseas trips and interstate trips for which a **Teacher's** participation is voluntary.
- G.2.7.11 **Curriculum Extension Activities** excludes participation in community events which are not student-related and in which a **Teacher's** participation is voluntary (such as Cancer Relay for Life, City Bay Fun Run, camps run by Edmund Rice Camps, camps sponsored by SONY etc). These arrangements are subject to agreement with the individual **Teacher**.
- G.2.7.12 Each **Curriculum Extension Activity** that includes various components such as practice/rehearsal; travel; set up; pack up and other components in addition to the actual performance of the activity will have time allocations to be deemed and fixed by the **School** in consultation with employees.
- G.2.7.13 Where a **Teacher** holds a POR/specialist (eg music specialists, drama specialists etc) position the role for which include **Curriculum Extension Activities** and a time allocation for that purpose, no **Curriculum Extension Activities** payments will be payable.
- G.2.7.14 Where a **Teacher** is employed primarily to organise and undertake **Curriculum Extension Activities**, the role and payment will be subject to individual negotiation between the **Teacher** and the **School**.
- G.2.7.15 Time-off-in-lieu (TOIL) arrangements must be by mutual agreement. Where mutual agreement cannot be reached, payment will apply.
- G.2.7.16 Each day of a camp or retreat (which includes an overnight stay) is counted as 16 hours. Compulsory attendance for a full day on a Saturday, Sunday or public holiday or a day in the school holidays will attract 8 hours (without an overnight stay) or 8 additional hours where an overnight stay is involved (pro-rated for a part day and less any break times where the teacher is not required to supervise students).
- G.2.7.17 The length of the school year (for teaching staff) in “Category 3 (Comprehensive)” **Schools** will be a maximum of 39.5 weeks (plus the **Preparation/Professional Development** obligations).
- G.2.7.18 Payments for **Curriculum Extension Activities** will be paid in a lump sum either each term or in December each year or when a teacher leaves the **School** or commences unpaid leave for the remainder of the year if that is an earlier time.
- G.2.7.19 The requirements for making an Individual Flexibility Agreement regarding **Curriculum Extension Activities** are detailed in clause 12 of this Agreement.

G.2.8 Preparation/Professional Development days

G.2.8.1 The employer may require a **Teacher** to undertake **Preparation/Professional Development** days up to a maximum of 5 days (6 days for holders of Positions of Responsibility) per year inclusive of the following:

- (i) Not more than 3 days (4 days for holders of Positions of Responsibility) prior to the first day of the school year for Catholic **Schools** as published and approved by the South Australian Commission for Catholic Schools. However, nothing in this sub-clause precludes a **School** from requiring **Teachers** to attend additional **Preparation/Professional Development** days on pupil free days.
- (ii) Where the last day of student attendance in term 4 is prior to the 40 weeks as specified in sub-clause G.1.1.1 or 39.5 weeks for 'Category 3 (Comprehensive) **Schools**' as specified in sub-clause G.1.1.2, **Preparation/Professional Development** days shall only count towards the maximum of 5 days (6 for holders of Positions of Responsibility) once the number of weeks has been reached.
- (iii) 2 days (15 hours) of a personal professional learning program (PPLP) negotiated with the **Principal** (or delegate) incorporating the following requirements:
 1. The PPLP may include accredited study, seminars, courses, mentoring, agreed professional reading or on-line learning which is to include a written report or other undertakings as negotiated with the **Principal** (or delegate).
 2. A minimum of 7.5 hours are to be undertaken outside of **Timetabled Time** but are included as part of the maximum 5 **Preparation/Professional Development** days (6 for holders of Positions of Responsibility).

G.2.8.2 The **Preparation/Professional Development** days as specified at sub-clause G.2.8.1 do not include additional induction days which the employer may require for the purposes of centrally organised orientation/induction for **Teachers** new to the Catholic sector. These days cannot exceed 2 days per year and only apply in the first year of a **Teacher's** appointment to a Catholic **School**.

G.2.9 Teachers employed in the Technical Colleges

G.2.9.1 The following conditions apply only to **Teachers** employed in the Technical Colleges.

G.2.9.2 Appendix G in its entirety applies to **Teachers** in the Technical Colleges unless a provision is excluded under this sub-clause G.2.9.

G.2.9.3 The conditions detailed in this sub-clause prevail to the extent of any inconsistency with another sub-clause in this Appendix G.

G.2.9.4 The school year for **Teachers** in the Technical Colleges will not exceed 42 weeks inclusive of **Preparation/Professional Development** days.

G.2.9.5 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 10 consecutive weekdays in duration (at the end of term 2) and not less than 5 weekdays at the end of terms 1 and 3. This leave shall be inclusive of any public holidays that occur during the paid leave.

G.2.9.6 The **Span of Hours** will be 8 am till 9 pm. However, the **Teacher** workload components continue to apply to each **Teacher**.

- G.2.9.7 **Relief Lessons** remain capped at 20 hours per year but the sub-cap of 6 hours per term does not apply.
- G.2.9.8 To cater for the unique requirements of the Technical Colleges, the **Student Contact Time** component (up to a maximum of 22.5 hours per week) will be combined with the **Other Professional Activities** component (up to a maximum of 4.5 hours per week) resulting in a total of up to 27 hours per week for up to 42 weeks per year being available as the regulated work time for **Teachers** incorporating activities included in **Student Contact Time, Other Professional Activities** and **Preparation/Professional Development**.

G.3. Definitions

- G.3.1 **Curriculum Extension Activities** means activities of the nature of those listed in sub-clause G.4.3 requiring a **Teacher's** attendance at the **School** or elsewhere either within **Non -Timetabled Time** or outside of the school's **Span of Hours**.
- G.3.2 **Duties** means the supervision of students undertaking activities, including lunch and recess breaks, outside of **Timetabled Time**.
- G.3.3 **Meetings and Briefings:** means all such events, however titled, which a **Teacher** is required to attend.
- G.3.4 **Middle School** means Marymount College and the Mitchell Park campus of Sacred Heart College.
- G.3.5 **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**.
- G.3.6 **Non-Timetabled Time** means time within the **Span of Hours**, but outside of **Timetabled Time**.
- G.3.7 **Off Line Lessons** means lessons and related activities provided in part or wholly outside of **Timetabled Time**.
- G.3.8 **Other Professional Activities** means activities undertaken (consistent with sub-clause G.4.2) by the **Teacher** directly related to the profession of teaching. 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**.
- G.3.9 **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 employer approves the inclusion in the required time.
- G.3.10 **Professional Commitments** means required activities which are directly related to teaching and also to teaching in a Catholic school but which are not regulated.
- G.3.11 **Relief Lessons** means lessons or activities undertaken by a **Teacher** in lieu of the **Teacher** usually assigned to that class or activity.
- G.3.12 **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. The **Span of Hours** in the Technical Colleges will be 8 am to 9 pm for optimum use of their specialist facilities but all other provisions of this Appendix apply except where stated.
- G.3.13 **Special School** means Or Lady of La Vang School and St Patrick's Special School.
- G.3.14 **Student Contact Time** means the total amount of time from **Timetabled Time** that a **Teacher** is scheduled to exercise responsibilities (as listed in G.4.1) 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**.

G.3.15 **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.

G.3.16 **Varied by Agreement** means that the matters specified may be varied to the extent indicated by way of consensus, or in the absence of consensus by way of a ballot which shall be conducted jointly by the **Principal** and accredited **Union** worksite representative or an employee representative where no **Union** worksite representative exists or where the **Union** representative is not able to conduct the ballot.

G.4 **Task Identification**

G.4.1 **Student Contact Time activities comprise:**

- (i) lessons and associated activities eg 'practical' lessons, excursions, guest speakers
- (ii) pastoral care lessons, attendance in class with students (home room period), administration period, supervised lunch eating in primary classrooms or special units
- (iii) library, study hall, examination supervision, computer lab, time-out room, etc supervision
- (iv) assemblies, year level or house gatherings of students
- (v) regular timetabled supervision in **Timetabled Time**.
- (vi) tasks allocated to specialist **Teachers** in **Timetabled Time**.
- (vii) liturgies and sport in **Timetabled Time**.
- (viii) other activities of a similar nature as directed.

G.4.2 **Other Professional Activities comprise:**

G.4.2.1 **Supervision duties**

- (i) supervision of students - other than that undertaken with the **Teacher's** allotted class/group in **Timetabled Time**.

G.4.2.2 Meetings and briefings required or approved by the employer such as:

- (i) employee/faculty/team/subject/curriculum/campus, etc meetings
- (ii) representational responsibilities such as OH&S Committee, Consultative Committee, School Board (including union representation on such bodies)
- (iii) parent information evenings/afternoons
- (iv) scheduled parent teacher meetings but excluding informal one-on-one meetings
- (v) planning meetings
- (vi) other activities of a similar nature as directed.

G.4.2.3 Professional Commitments (not regulated) such as:

- (i) course/subject preparation
- (ii) marking/assessment

- (iii) Moderation
- (iv) report writing
- (v) religious observances and spiritual activities as described in sub-clause G.2.7.8

G.4.3 Curriculum Extension Activities comprise activities such as:

- (i) school camps and retreats
- (ii) Excursions
- (iii) sporting activities, Pedal Prix
- (iv) social and/or cultural events
- (v) speech days/nights, graduation ceremonies
- (vi) debating, Tournament of Minds
- (vii) rehearsals for school productions, concerts, choirs
- (viii) open days, fetes, and similar activities
- (ix) other activities of a similar nature, as directed.

Teacher Workload

Schedule 1

Curriculum Extension Activities

Category 1 Primary	Category 2 Secondary/Marymount College/Special	Category 3 Comprehensive
<p>Tier 1: Up to 5 hours per year (pro rated if part-time or part-year) can be required of all Teachers – no additional compensation</p>	<p>Tier 1: Up to 20 hours per year (pro rated if part-time or part-year) can be required of all Teachers – no additional compensation</p>	<p>Tier 1: Up to 30 hours per year (prorated if part-time or part-year) can be required of all Teachers – no additional compensation</p>
	<p>Tier 2: An additional 40 hours per year (pro rated for part-time or part-year Teachers) can be required. These 40 hours must be paid at \$25 per hour (fixed for the life of the EA) and/or TOIL (hour for hour) by mutual agreement.</p>	<p>Tier 2: An additional 50 hours per year (pro rated for part-time or part-year Teachers) can be required. These 50 hours must be paid at \$25 per hour (fixed for the life of the EA) and/or TOIL (hour for hour) by mutual agreement.</p>
<p>Camps (not counted in tier 1) Teachers required for camps will be paid at the rate of \$168 from 1st full pp on or after 1 Oct 2015; \$172 from 1 Oct 2016; \$176 from 1 Oct 2017 and in accordance with Appendix O for 2018 and 2019) per overnight (or TOIL by mutual agreement) (the equivalent of 1 school day off per overnight)</p>	<p>Camps and retreats Teachers required for camps/retreats will be paid at the rate of \$168 from 1st full pp on or after 1 Oct 2015; \$172 from 1 Oct 2016; \$176 from 1 Oct 2017 and in accordance with Appendix O for 2018 and 2019) per overnight (or TOIL by mutual agreement) (the equivalent of 1 school day off per overnight) with the hours not counted in tier 1 or tier 2. Alternatively and by mutual agreement between the Teacher and the Principal, some or all of camp/retreat time (16 hours per overnight) may be counted in and treated as tier 1 and/or tier 2 (providing these hourly caps are not exceeded) rather than paid at the overnight rate.</p>	<p>Camps and retreats Teachers required for camps/retreats will be paid at the rate of \$168 from 1st full pp on or after 1 Oct 2015; \$172 from 1 Oct 2016; \$176 from 1 Oct 2017 and in accordance with Appendix O for 2018 and 2019) per overnight (or TOIL by mutual agreement) (the equivalent of 1 school day off per overnight) with the hours not counted in tier 1 or tier 2. Alternatively, and by mutual agreement between the Teacher and the Principal, some or all of camp/retreat time (16 hours per overnight) may be counted in and treated as tier 1 and/or tier 2 (providing these hourly caps are not exceeded) rather than paid at the overnight rate.</p>
<p>Teachers can volunteer to do more than 5 hours in total per year. As voluntary participation – no remuneration unless varied by an Individual Flexibility Arrangement.</p>	<p>Teachers can volunteer to do more than 60 hours in total per year but participation must be approved by the Principal and be subject to an OHSW risk assessment. As voluntary participation – no remuneration unless varied by an Individual Flexibility Arrangement.</p>	<p>Teachers can volunteer to do more than 80 hours in total per year but participation must be approved by the Principal and be subject to an OHSW risk assessment. As voluntary participation – no remuneration unless varied by an Individual Flexibility Arrangement.</p>

Appendix H

Assessment Criteria and Process: Advanced Skill Teacher

H.1 From the date of operation of the 2013 Agreement, no new applications for Advanced Skill Teacher will be accepted.

H.1.2 Existing Advanced Skill Teachers are expected to continue to fulfil all of the assessment criteria listed under each heading below:

H.1.2.1. Pedagogical Skills and Knowledge

1. Utilises a range of appropriate and effective teaching techniques and methodologies
2. Consistently develops and adapts strategies to address students' learning needs, problems and difficulties.
3. Consistently utilises an appropriate range of evaluation, assessment and reporting techniques.

H.1.2.2. Professional Relationships

1. Consistently builds positive and effective relationships with students.
2. Where appropriate, collaborates with and provides support and assistance to other **Teachers** and student teachers in the development of their teaching skills.
3. Initiates appropriate communication with parents and the wider school community.

H.1.2.3. Professional Development

1. Demonstrates an on-going commitment to participation in professional development activities and shows how such participation has influenced his or her teaching practice.
2. This commitment should include professional development provided by the employer, which maintains the reasonable knowledge of the religious dimension of Catholic Education.

H.1.2.4. Curriculum Development

Evidences effective contribution to the development, implementation and evaluation of curriculum.

H.1.2.5. School Community Relationships

Evidences application in their teaching of experiential knowledge and skills to support the fostering and sustaining of the **School's** philosophy.

H.2 Review of Advanced Skill Teacher classification

H.2.1 From the date of operation of the 2013 Agreement and for the duration of this Agreement, no review of the Advanced Skill Teacher will be undertaken for those teachers who currently hold the Advanced Skill Teacher classification.

H.3 Portability

H.3.1 Where an Advanced Skill Teacher seeks and gains an appointment in another Catholic **School** in South Australia, the **Teacher** will be eligible to retain the classification.

H.4 Salary

H.4.1 Advanced Skill Teachers must be paid the salary outlined in Appendix A.

Appendix I

Class Sizes

I.1 Benchmark class size levels

I.1.1 The parties agree that it would seem that the variety of considerations that should be applied to the establishment of the desirable class sizes and groupings within a **School** include the following:

- The number of students already enrolled in each relevant class grouping;
- The number of potential enrolments in each relevant class grouping during the school year;
- The specific needs and ages of the students in the group;
- The extent of employee resources allocated to the **School**;
- The experience of the **Teacher(s)** involved both in the teaching profession and the subjects concerned (in secondary **Schools**);
- The overall workload of the **Teachers** including the extent of non-classroom related activities;
- The physical limitations operating at the school site;
- The overall employee and other resources employed within the **School**;
- The financial imperatives leading to maximise student enrolments; and
- The particular needs of the students making up relevant classes.

I.1.2 In that context and having regard to the multiplicity of factors bearing upon the establishment of both desirable and actual class sizes, the parties agree that any specification of class size numbers be seen as a general benchmark rather than a form of absolute entitlement.

I.1.3 In determining the most appropriate class group structures and employee resources each **School** will endeavour to provide that the number of students in a class would not normally exceed the number specified below:

Year Level	Benchmark Student Numbers
Reception – Year 1	25
Years 2 – 7	29
Years 8 – 10	30
Years 11 and 12	25
Technical Studies and Home Economics	24

I.1.4 The benchmark student numbers for years 11 and 12 are not intended to limit classes being taught from time to time in lecture format by agreement between the **Principal** and the **Teacher(s)** affected.

I.1.5 Where a particular class is proposed or in fact exceeds the benchmark, the **Principal** and the **Teacher(s)** concerned will consult with a view to implementing where appropriate, additional support for the **Teacher(s)** concerned. Whether additional support is required and the degree and nature of such additional support will be assessed having regard to the particular circumstances including:

- The extent and likely duration of the “deviation”;
- The projected changes in the student numbers in the class through the school year as a result of enrolments and departures;

- The nature and composition of the student group;
 - The extent of non-classroom commitments required of the **Teacher(s)**;
 - The nature and availability of other resources; and
 - The position of the **Teacher(s)** concerned.
- I.1.6 Where a class includes special factors, class sizes below the general benchmark or the provision of additional support should be considered. Special factors may include circumstances such as:
- Children with special needs;
 - Children with disabilities;
 - Children of non-English speaking background;
 - Significant variations in learning abilities beyond the usual range for the ages concerned; and
 - Other special needs as identified.
- I.1.7 Where the number of such factors or the number of children contributing to those factors is significant, a review of the class size and additional measures may be warranted depending upon the best approach to maintain educational outcomes and a sustainable teaching environment.
- I.1.8 Additional support as referred to in this MOU may include but not be limited to:
- Provision of additional classroom support by **Education Support Officers**;
 - Release from classroom responsibilities where needed;
 - Specialist support;
 - Additional professional development opportunities;
 - Appropriate technology support;
 - A variation in the **Teacher's** student contact time;
 - A reduction in other duties.

Appendix J

Catholic Professional Formation Allowances Supplementary Information

J.1 Catholic Professional Formation Allowances

Level 1 is payable annually to **Teachers** who are currently completing an approved tertiary Catholic Studies program.

Level 2 is payable for 12 months only to **Teachers** who have completed 4 units of an approved tertiary Catholic Studies program.

Level 3 is payable to **Teachers** on an ongoing basis who hold CPF 2 and who continue each year to complete 2 approved CESA modules in the previous calendar year.

J.1.1 CPF Allowances are applicable only to **Teachers**.

J.1.2 Approved tertiary Catholic Studies programs include the ACU Leadership and RE Masters Programs, the UNISA Catholic Education Masters, the CTC Theological Studies Programs, the UNISA Graduate Certificate in Education (Catholic Education) or an equivalent program as determined by SACCS.

J.1.3 A 'unit' is a 25 hour or equivalent subject in an approved program as determined by the above Teacher Accreditation Committee.

J.1.4 CPF Allowances are payable in addition to other POR allowances, APRIM allowances, Highly Accomplished and Lead Teacher allowances and Advanced Skill Teacher positions.

J.1.5 Catholic Professional Formation Allowances are portable throughout the Catholic schools in South Australia.

J.1.6 From the commencement of the 2014 school year (and applicable to study undertaken in the 2013 school year) Catholic Professional Formation Allowances are payable in full, irrespective of FTE, to permanent, temporary or replacement **Teachers** employed in Catholic schools or on approved leave from a Catholic school as at 1 September in the year of payment and who have completed the approved study in the previous year.

J.2 Catholic Professional Formation Allowance Level 1

J.2.1 CPF1 is paid for 12 months on an annually reviewed basis to **Teachers** who are currently completing an approved tertiary Catholic Studies program.

J.2.2 The allowance is paid as a lump sum payable in the school year after the year in which the approved study was undertaken. The lump sum payment is paid in the first full pay period on or after 1 September each year.

J.2.3 **Teachers** are deemed to be 'completing' a program whilst at least one approved unit is completed in the previous school year (1 February in the previous year to 31 January in the current year).

J.2.4 **Teachers** are deemed to be eligible if they have met all requirements (including the submission of all assessment tasks) for the unit by 1 February in the year for which the allowance is claimed.

J.2.5 If all assessment tasks for the unit are submitted by 1 February but a delay occurs because of the time needed to mark the tasks, the allowance will be paid provided all tasks are deemed to have been completed to the required standard.

J.2.6 After **Teachers** have completed 4 approved units, they become eligible for CPF 2 and the provisions of CPF 1 cease to operate.

J.3 Catholic Professional Formation Allowance Level 2

- J.3.1 CPF 2 is paid for 12 months to **Teachers** who have completed 4 or more units in an approved tertiary Catholic Studies program.
- J.3.2 The allowance is paid as a lump sum payable in the school year after the year in which the approved study was undertaken. The lump sum payment is paid in the first full pay period on or after 1 September each year.
- J.3.3 Eligibility for the allowance is determined on the basis of **Teacher** status with respect to approved unit completion as at 1 February each year.
- J.3.4 The provisions of CPF 2 cease to operate after the \$1,000 pa allowance has been paid to the **Teacher**.

J.4 Catholic Professional Formation Allowance Level 3

- J.4.1 CPF 3 is paid on an annually reviewed basis to **Teachers** who have already attained the requirements for CPF 2 and who have successfully completed at least 2 accredited CESA Catholic Studies modules in the previous school year (1 February to 31 January).
- J.4.2 The allowance is paid as a lump sum payable in the school year after the year in which the approved study was undertaken. The lump sum payment is paid in the first full pay period on or after 1 September each year.
- J.4.3 Eligibility for the allowance is determined on the basis of **Teacher** status with respect to accredited module completion as at 1 February each year.
- J.4.4 Accredited CESA Catholic Studies Modules are available in two forms: system accredited and **School** accredited.
- J.4.5 At least one of the CESA Catholic Studies Modules completed in the previous school year must be system accredited.
- J.4.6 System accredited modules are accredited for a 12 month period by Catholic Education SA.
- J.4.7 A variety of system accredited modules shall be accredited from time to time on the basis of system priorities and planning as determined by Catholic Education SA.
- J.4.8 A system accredited module has the following characteristics:
- is comprised of 8 hours and a 1,500 word assessment task
 - at least 6 of the 8 hours must be delivered by an approved presenter in the defined 12 month period
 - the remaining 2 hours may be completed in the context of professional reflection and application
 - the 1,500 word assessment task may be comprised of a number of elements which aggregate into the 1,500 word total
 - successful completion of the module is determined by the approved presenter and will entail successful completion of requirements associated with the 8 hours and assessment task.
- J.4.9 **School** accredited modules are accredited by the **Principal** in the **Teacher's** school.
- J.4.10 A **School** accredited module has the following characteristics:
- is approved by the **Principal**
 - is of 8 hours duration
 - at least 6 of the 8 hours are professional formation sessions in the domain of Catholic studies delivered in the defined 12 month period

- the remaining 2 hours may be completed in the context of professional reflection and application
- the domain of Catholic studies includes studies in Scripture, Theology, Spirituality, School charism, Religious Education and the religious dimension of the whole curriculum.

J.4.11 **Module Completion**

J.4.11.1 **Teachers** are deemed to be eligible for CPF 3 if they have met all requirements (including the submission of all assessment tasks) for the module by 1 February in the year for which the allowance is claimed.

J.4.11.2 If all assessment tasks for the module are submitted by 1 February but a delay occurs because of the time needed to determine that the tasks meet the required standard, the allowance will still be paid provided all tasks are deemed to have been completed to the required standard

J.4.12 **Presenters**

J.4.12.1 Presenters for **School** accredited modules shall be approved by the **Principal**.

J.4.12.2 Presenters for system accredited modules shall be approved by the Assistant Director – Religious Identity and Leading Learning or the Coordinator of Religious Education (Catholic Education SA) as appropriate.

J.4.13 **Record Keeping**

J.4.13.1 The **Principal** is responsible for certifying that the requirements for a school accredited module delivered in the previous year have been met by **Teachers** seeking CPF 3 from his or her **School**.

J.4.13.2 The Coordinator of Religious Education (Catholic Education SA) is responsible for maintaining records associated with the completion of system accredited modules.

Appendix K

Classification - Education Support Officers

K.1 Definitions:

K.1.1 **Education Support Officers** means employees as defined in this Agreement as **Education Support Officers** in clause 6.1.

K.1.2 **Other Professionals** is a sub-classification of the **Education Support Officers** classification structure. Employees who fit within this stream may vary but may include the following:

- Social workers, counsellors (non-teachers), speech pathologists, psychologists, nurses and other professionals and para professionals.

K.1.3 **Services** is a sub-classification of the **Education Support Officers** classification structure. Employees who fit within this stream may include the following:

- Ground staff, maintenance staff, canteen staff, cleaners, caretakers, handypersons, bus drivers, sales assistants, pool attendants, kitchen hands, laundry workers, cooks etc.

K.1.4 **Resources** is a sub-classification of the **Education Support Officers** classification structure. Employees who fit within this stream may vary but may include the following:

- Librarians, information technology employees, book room employees, laboratory employees etc

K.1.5 **Administration** is a sub-classification of the **Education Support Officers** classification structure. Employees who fit within this stream may include the following:

- Administrative assistants, assistant accountants, secretarial employees, clerical employees, sports administration officers (non-coaching), finance officers etc

K.1.6 **Curriculum** is a sub-classification of the **Education Support Officers** classification structure. Employees who fit within this stream may include the following:

- Special education assistants, adaptive education assistants, music instructors (non-teachers), music/dance/drama coaches (non-teaching), sports coaches (non-teaching), classroom assistant.

K.1.7 **Boarding House** is a sub-classification of the **Education Support Officers** classification structure. Employees who fit within this stream will be Boarding House Supervisory Employees only.

K.1.8 **Early Childhood Education/OSHC** is a sub-classification of the Education Support Officers classification structure. Employees who fit within this stream will undertake early childhood including pre-school education and care work including in the Out of School Hours Care/Vacation Care service of the school.

K.2 All **Education Support Officers** must be classified in accordance with the classification structure as detailed in this Appendix K.

K.3 Any **Education Support Officer** may apply for re-classification to any other grade in the classification structure. An application for re-classification will be undertaken in accordance with clause 46.1 of this Agreement. (Re-classification and Role Review).

K.4 Employers must, by reference to the criteria prescribed below and the employee's prescribed duty statement, classify **Education Support Officers** at the relevant grade and within one of the following sub-classifications:

- Resources

- Administration and Finance
- Curriculum
- Boarding House
- Other Professionals
- Services
- Early Childhood Education/OSHC

K.5 An employee who has duties consistently traversing more than one sub-classification stream will be classified within that stream which describes the major and substantial part of the employee's allocated duties.

K.6 Nothing contained in this Appendix may be read or construed as limiting or affecting the right of an employer reasonably to require an employee of any classification at any time, or temporarily, to perform duties appropriate to other sub-classifications whether or not the duties are those normally attached to a higher or lower grade and sub-classification or any other duties associated with the conduct or operation of the **School** provided that the employee is appropriately trained and suffers no reduction in salary as a result.

Note: The undertaking of duties at a particular grade presumes that the employee has the competence, skills and training to undertake any of the duties of a lower Grade within the stream(s) for which he or she is employed.

K.7 Current Education Support Officers will not be disadvantaged as a consequence of transitioning to the new classification structure. This means that all existing Education Support Officers will transition to the new classification structure, retaining their current grade and year level.

K.8 Juniors

With the exception of Boarding House supervisory employees to which positions of juniors must not be appointed, and Early Childhood Education /OSHC to which persons under 18 years must be supervised by an adult at all times, Junior Education Support Officers will be appointed to a grade commensurate with the position and 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

K.9 Classification Evaluation Factors

K.9.1 Supervision and Direction

Education Support Officers 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 Education Support Officer.

K.9.2 Use of Knowledge and Expertise

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

K.9.3 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 alternative courses of action are available.

K.9.4 Control, authority and decision making

This factor measures the degree of influence exercised by the Education Support Officer 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.

K.9.5 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.

K.9.6 Responsibility and Accountability

This factor evaluates the degree to which an Education Support Officer is to be held accountable for the assigned work. Whether this resides totally or partially into a particular job or is held by the next level of management is a key issue.

K.9.7 Responsibility for others

This factor involves a continuum of responsibility for the outcomes and performance of others and will range from limited responsibility 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 ¹							
	Supervision and Direction	Use of Knowledge and Expertise	Use of Skills and Problem Solving	Control, Authority and decision making	Judgment	Responsibility and Accountability	Responsibility for Others
ESO -Grade 1A	<u>Close Supervision</u> Receives close supervision Work performed is checked frequently Detailed instruction or routine tasks	Demonstrate knowledge by recall in a narrow range of areas Have a clear understanding of established routines and procedures Routines are established and procedures are predictable	Demonstrate basic practical skills for routine tasks	Perform a sequence of routine tasks The choice of actions is clear	Apply limited judgment within the context of routine tasks	Responsible for work within the context of established routines, procedures and guidelines	No supervision of students or other ESOs
	<u>Direct Supervision</u> Receives direct supervision Some instruction on what is required and how it is to be performed Work is subject to regular progress checks	Demonstrate a basic operational knowledge in a moderate range of areas Requires basic technical knowledge Holds a Certificate 2 or demonstrates equivalent competencies identified in relevant certifications at this grade	Apply a defined range of skills to a limited range of predictable problems consistent with their training	Perform a range of tasks where choice is between a limited range of options	Make limited judgment from a small and known number of alternatives	Take limited responsibility for determining methods and procedures required to achieve specified outcomes	May have limited supervision of students May take a leading role when working with ESO 1A
	<u>General Supervision</u> Receives general supervision Receives instruction on unusual, non-routine, difficult features or new practices Progress checks confined to the unusual or difficult aspects Assignments reviewed on completion	Demonstrate some relevant theoretical knowledge Has the technical knowledge or experience to perform a wide variety of duties usually without technical instruction Seeks information and advice as necessary	Apply a range of well developed skills to a variety of predictable problems and occasional unpredictable problems consistent with their knowledge	Some discretion is required within specified guidelines	Interpret available information, using discretion and judgment	Take responsibility for own work and outcomes to specified standards	May be required to work with individual students or groups of students and to supervise students May support teachers (and Directors of OSHC) by working closely with individual and small groups of students on pre-prepared and
ESO Grade 1							
ESO Grade 2							

¹ This matrix is based on a similar matrix included in the Lutheran Schools SA Enterprise Agreement 2012 and is used with kind permission

		Holds a Certificate 3 or demonstrates equivalent competencies identified in relevant certifications at this grade					structured educational programs May be expected to take a leading role when working with ESOs at 1A, 1
ESO Grade 3	<p><u>Low level of direct supervision but subject to Direction</u></p> <p>Receives little direct supervision and generally is responsible to a higher grade ESO or teacher</p> <p>Receives direction covering the broader technical aspects of the work</p> <p>Subject to occasional checks to ensure satisfactory progress</p>	<p>Demonstrate a broad knowledge base incorporating a range of theoretical concepts</p> <p>Technically competent and well experienced</p> <p>Undertakes enquiries to clarify technical requirements</p> <p>Contribute to development of operational policy</p> <p>Holds a Certificate 4 or demonstrates equivalent competencies identified in relevant certifications at this grade</p>	<p>Apply solutions to a range of problems</p> <p>Analyse and plan approaches to technical problems or management requirements</p>	<p>Identify and apply skill and knowledge in some depth to most matters</p> <p>May be required to operate 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</p> <p>May be expected to take significant initiative and responsibility</p>	<p>May be required to supervise:</p> <ul style="list-style-type: none"> - volunteers - students with formally identified special needs - students undertaking practical activities <p>May be expected to supervise ESOs at 1A, 1, 2</p>

Evaluation Factors						
Supervision and Direction	Use of Knowledge	Use of Skill and Problem Solving	Control, Authority and Decision-Making	Judgment	Responsibility and Accountability	Responsibility for Others
<p><u>Moderate Direction</u> Usually responsible to a senior member of staff Usually works within clear stated objectives Work is measured in terms of the achievement 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 require little or no guidance during the performance of work Undertake research to obtain guidance as required in the achievement of stated objectives Holds a Diploma (comprising one year of full time study) or demonstrates equivalent competencies identified in relevant certifications at this grade. This level is also the level for a Director of an OSHC/Vacation Care program who is working towards the nationally approved qualifications equivalent to Grade 5 requirements.</p>	<p>Analyse, diagnose, design and implement solutions across a broad range of technical or management functions</p>	<p>Require 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 purposes</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 ESOs at 1A, 1, 2, 3</p>

ESO Grade 4

4 cont.		This grade is also the entry level for newly qualified graduates whose position will develop into a Grade 5 or Grade 6 and who have completed a course of 2 or more full-time years in a specialized discipline. These employees will automatically progress to Grade 5 after 12 months' service and, where applicable, to Grade 6 after 12 months at Grade 5					
	ESO Grade 5	<p>Minimal Direction 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 qualification equivalent to 2 years of full-time study (including a Diploma comprising 2 or more years of full-time study), or demonstrated equivalent competencies identified in relevant certifications Undertake research and investigations which may be extensive Inform the development of significant policies and strategies for the successful operation of the school or OSHC or Early Childhood service</p>	<p>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 (eg 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>

ESO Grade 6	<p>Broad Direction Normally responsible to a senior manager or executive and receive broad direction Manages within broad policy objectives Influences the development of operational strategies and resource allocation and initiates developments in policy and, practices Determines priorities and practices which are based upon the broad policy objective</p>	<p>Demonstrate self directed development and achievement of broad or specialised areas of knowledge and skills Undertake research and investigation that lead to and inform the development of policy and strategies of significance to the strategic direction and governance of school 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 Exercise significant and independent professional judgement based on extensive experience and an advanced level of expertise</p>		<p>Accountable for a broad range of personal and team or service 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 ESO's</p>	<p>Demonstrate responsibility and broad-ranging accountability for the structure, management and outcomes of work of others or functions or service May be expected to manage ESOs at 1A, 1, 2, 3, 4, 5</p>
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K.10 Sub-Classifications

K.10.1 Resources Stream

K.10.1.1 Grade 1 - Resources

Indicative tasks:

Library/Resource Centre

- Report damage to equipment
- Assist with record keeping
- Assist with stocktaking
- Assist in the preparation of displays and exhibitions
- Assist users with basic school equipment
- Ensure supplies are replaced
- Ensure equipment is available as requested
- Cover books
- Tidy shelves
- Check items against invoices
- Unpack goods
- Perform desk duty – loans, returns, bookings, student sign ins etc

K.10.1.2 Grade 2 - Resources

Indicative tasks:

Technology:

- Assist with the creation and maintenance of system operation manuals, back-up systems, software licence register and history register
- Maintain ICT asset register for equipment, software and documentation
- Operate a wide range of audio visual or ICT equipment
- Provide technical support to teachers
- Assist with hardware and network maintenance
- Provide first level remote help desk support
- Use development software & ICT tools to build a basic website or other products as required

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 that items (after class use) are complete, report faults or unsafe practices/actions.
- Label materials
- Order supplies and materials

- Assist with the design/demonstration of experiments and scientific equipment, as directed
- Report the need for replacement equipment.
- Assist with stocktaking
- Undertake minor repairs to equipment or minor maintenance
- Ensure safe storage of all chemicals
- Maintain clean, safe and orderly laboratories
- Care for animals and fish and their houses/cages, aquariums etc and instruct students on their care
- Care for plants etc
- Assist in the organisation of science events and competitions

Library/Resource Centre:

- Advise students and employees in basic use of library systems and equipment
- Demonstrate use of equipment as requested
- Research, prepare and set up displays
- Under direction, assist teachers with story groups
- Organise inter-library loans
- Assist with supervision of students in the library
- Assist in the training of student library monitors
- Produce resource materials (eg multi-media kits, video and film clips)

K.10.1.3 Grade 3 - Resources

Indicative tasks:

Technology

- Develop procedures to optimise effective use of hardware and software applications
- Demonstrate the effective use of hardware and software to employees
- 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 in a 'help desk' type environment
- Establish and maintain effective filing systems
- Identify, solve and rectify routine 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 or hazardous solutions, mixtures and compounds

- Assist students with practical activities
- Maintain existing stock control systems, including reconciliation of stock records, investigating discrepancies and noting required repairs or disposals
- Report hazards to appropriate employee for follow up
- Prepare risk assessments and safe operating procedures for simpler tasks
- Work on a 1:1 basis with students during science practical experiments
- Identify new/revised laboratory safety requirements and recommend implementation

Library/Resource Centre

- Be responsible for daily operation of an established resource centre or specific section of a resource centre using substantial applied theoretical knowledge
- Demonstrate in depth use of SCIS for cataloguing
- Assist with AV and ICT resources including recording, editing and basic troubleshooting
- Collate borrowing and overdue lists, sending out overdue and other basic reports
- Assist with supervision and training of others
- Under direction assist with budget preparation and research
- Under direction, assist with evaluation and selection of new equipment
- Under direction, prepare purchase orders for equipment and materials
- Liaise with teachers and non-teachers with regard to identifying audio visual needs
- Provide assistance to students and employees in performing Resource Centre operating practices and in accessing reference materials
- Allocate work to and monitor work performed by volunteers
- Train volunteers
- Plan, organise and conduct tasks associated with the annual stock take
- Oversee the activities of small groups of students working independently in the Resource Centre

K.10.1.4 Grade 4 - Resources

Indicative tasks:

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 to 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
- Be responsible for the diet and housing of flora and fauna and lodge required government reports
- Maintain complex scientific equipment, monitor its performance, standardise and calibrate 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

Library/Resource Centre

- 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
- Assist with the evaluation and selection of equipment and make recommendations for purchase
- Prepare purchase orders

K.10.1.5 Grade 5 - Resources

Indicative tasks:

Technology

- Contribute to the development of ICT programs and policies and recommend changes and improvements
- Investigate, interpret and evaluate information for the guidance of users and management in ICT
- Provide advanced level advice to users in ICT
- Present prepared computer training courses
- Be responsible for the technical operation of the school's computerised reporting system
- Ensure all ICT network hardware, multi media equipment and peripheral devices are maintained in a safe working condition by undertaking or arranging for all required repairs and regular maintenance
- Assist teaching staff by providing practical and industry based information, ideas and perspectives to assist with lesson planning
- Provide assistance and instruction to students on specific ICT related matters such as software, hardware, equipment and devices

Laboratory

- Advise teachers on suitable techniques and procedures
- Design new practicals and advise teachers on new techniques, equipment and ideas for practical classes
- Propose budgetary recommendations
- Oversee the preparation and use of risk assessments and writing safe operating procedures for all tasks in the laboratory
- Develop and implement measures for safe handling and storage of hazardous substances
- Contribute to the technical and safety training of all personnel in the science areas

Library/Resource Centre

- Manage the operation of a resource centre
- Provide critical and highly specialised support to significant education programs
- Make significant contributions to the development of technical and operational procedures
- Train employees and students in the use of the automated library system
- Maintain the resource centre intranet/web pages
- Identify and correct cataloguing and classification errors or anomalies
- Use network services effectively to facilitate access to information for employees and students
- Administer the allocation and monitoring of resources in the library

K.10.1.6 Grade 6 -Resources

Indicative tasks:

Technology

- Provide subject matter expertise or policy and planning advice
- Investigate, interpret and evaluate information for the guidance of users
- Responsible for the operation of an ICT or computing centre which provides complex and varied services
- Investigate and design the implementation of computer systems
- Develop, coordinate and present computer training courses
- Research and examine likely long-term requirements for ICT, prepare alternative plans and strategies and report on their feasibility

Laboratory

- Exercise significant and independent professional judgement based on extensive experience and an advanced level of technical expertise
- Manage the effective operation of the science laboratory complex and the implementation of strategies to assist in the delivery of key school objectives
- Make significant contributions to the development of technical and operational policy and procedures within the science areas
- Provide subject matter expertise and policy advice to manage stock control systems within budgetary restraints
- Responsible for laboratory safety including preparation and implementation of policy and procedures

Library/Resource Centre

- Exercise significant and independent professional judgement based on extensive experience and an advanced level of technical expertise
- Manage the effective operation of the school library complex and the implementation of strategies to assist in the delivery of key school objectives
- Make significant contributions to the development of technical and operational policy and procedures within the school library complex
- Manage the allocation and monitoring of resources in the library
- Provide subject matter expertise and policy advice across a range of programs and activities undertaken by the school for faculty budget submission

K.10.2 Administration Stream

K.10.2.1 Grade 1 – Administration

Indicative tasks:

Administrative

- Perform a range of clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operate routine office equipment, such as photocopier, scanner, facsimile, binding machine, guillotine, calculator etc
- Operate a computer with 'office suite' applications at a basic but competent level: eg send and retrieve information using web browsers and email; locate and use relevant on-line information; apply techniques to produce digital images; maintain computer consumables
- Perform a reception function, including providing information, taking messages and making referrals in accordance with school procedures
- Operate telephone system at a basic level
- Monitor and maintain stocks of stationery/materials within established parameters, including re-ordering

Finance

- Perform minor cash transactions including receipting

K.10.2.2 Grade 2 – Administration

Indicative tasks

Administrative

- Carry out a wide range of secretarial and clerical duties including word processing, maintain email and computerised records; filing in accordance with office policy; maintain records and record systems
- Arrange and organise group meetings and events including meetings with parents and external parties, parent teacher nights
- Use an 'office suite' and other applications including student reporting systems for external agencies and organisations
- Provide administrative support to school managers including diary systems, itineraries and appointments, routine correspondence, travel and accommodation bookings
- Co ordinate appointment times for job applicants and provide relevant and appropriate information to them
- Assist with general organisation of excursions eg booking transport and telephone contact with relevant organisations
- Provide meeting support including preparation of agendas from material provided; assemble documentation and distribute minutes
- Undertake mass production of printed material and documents including copying, collating, stapling, binding, folding and cutting
- Operate office equipment including effective use of the telephone system, photocopier, printer, facsimile, binding, franking machine and scanner
- Generate reports from a database

- Assist with enrolments including handling initial enquiries and interviews
- Undertake school reception duties including referring enquiries to appropriate employees
- Responsible for the publication and distribution of the weekly sports newsletter
- Liaise with coaches and sports coordinator to collate information for the newsletter
- Maintain intranet with up-to-date team lists and sporting information
- Maintain coach database

Finance

- Accurately enter and retrieve basic financial data from record systems
- Basic book-keeping (eg manage petty cash, cash receipting, collection and counting, account balancing and banking)
- Administer school banking
- Reconcile ledger and bank accounts
- Prepare routine financial reports for review and authorisation by others
- Inform budget managers of the status of spending against budget
- Provide supporting information to assist budget managers in the analysis of their budget position

K.10.2.3 Grade 3 – Administration

Indicative tasks

Administrative

- Undertake a wide range of secretarial and clerical duties at an advanced level
- Provide complex computer generated reports
- Competence in a range of computer software packages including the full 'office suite'. This may include formatting correspondence and reports, including indexing, merging documents with data, use of columns and tables and basic graphics
- Prepare Government and Statutory Authority returns for authorisation by others
- Manage enquiries from students, parents, employees and the general public, making appropriate notes and referrals and briefing management relating to any appointments as necessary
- Compile and issue enrolment packs to prospective families
- Review and finalise reports for external agencies and organisations including familiarisation with the requirements and procedures of those agencies and organisations
- Provide administrative support to management including minute taking, organising diaries and appointments, preparing papers or other written materials
- Provide a secretarial service to committee meetings including preparation and distribution of agendas, minute taking and following up matters identified for action

- Assist with the preparation of internal and external publications
- Maintain employee employment records
- Assist with procedures for new enrolments
- Demonstrate a high level of interpersonal skills

Finance

- Prepare routine journal entries for posting to the ledger
- Undertake routine close off of monthly accounts
- Produce standard financial statements using an established accounting system
- Process invoices through to payment
- Review financial statements to identify and rectify anomalies
- Perform purchasing function including: determining quality and quantities required; obtaining quotes and negotiating with suppliers; analysing quotes and catalogues; and raising orders and arranging authorisations
- Calculate and maintain wage and salary records for the school payroll
- Maintain leave records
- Prepare and process payroll transactions for authorisation by others within set routines
- Prepare and despatch statements to debtors and payments to creditors, routine follow up on unpaid accounts including standard letters and reminder calls
- Provide standard information to employees on salaries and conditions of employment
- Demonstrate a high level of interpersonal skills
- Provide advice relating to routine teacher salary determinations
- Analyse debtor records, initiate and follow up on outstanding balances; negotiate payment terms under direction
- Attend to enquiries from parents regarding school fees and charges
- Plan and set up spreadsheets and database applications

K.10.2.4 Grade 4 - Administration

Indicative tasks

Administrative

- Use computer software packages, including desk top publishing, database and/or web 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 (after authorisation) and maintenance of office equipment
- Provide confidential secretarial support to management personnel including work of a highly confidential and sensitive nature

- Draft replies (for authorisation by others) to non-standard executive correspondence including confidential and sensitive correspondence and communications
- Design promotional, advertising and marketing materials at an advanced level
- Provide advice to other employees requiring knowledge of policies and procedures
- Supervise the operations of the school's processes in relation to overseas students and boarders including family liaison
- Draft correspondence which is more complex and which initiates or responds to new cases or situations
- Manage the hire and use of school facilities, including sporting and gym facilities
- Maintain the key register; monitor required access to areas, issue keys
- Undertake the role of co-curricular/extra-curricular coordinator by:
 - Formulating the sporting program in each season, including allocation of grounds; information to visiting schools; liaison with ground staff to ensure adequacy of facilities; practice/training schedules, organisation of and payment to umpires
 - Be responsible for the deployment of employees, old scholars and parents to manage sporting and co-curricular/extra-curricular activities
 - Be responsible for liaising with coaches in their role and referring issues where appropriate
 - Organise co-curricular/extra-curricular meetings of parents to establish parental support and involvement
 - Coordinate end of season functions for co-curricular/extra-curricular activities
 - Work with senior teaching staff to ensure student commitment to the co-curricular/extra-curricular policy
 - Formulate and monitor budget for the co-curricular/extra-curricular program
 - Promote and acknowledge the achievements of students in the co-curricular/extra-curricular program
 - Develop the profile of the co-curricular/extra-curricular program

Finance

- Prepare year end financial statements (for approval by others) for audit, including preparation and posting of year end journals and preparation of notes to financial statements
- Prepare reports for senior management involving some complexity and informed by a thorough understanding of the business operation of the school
- With limited guidance prepare reports suitable for use by senior management in planning and strategic decision-making
- Check work of accounts staff to ensure accuracy and timely completion of tasks. Apply acquired knowledge and school policies and procedures to ensure appropriate internal controls are established and maintained in accounting processes and systems
- Apply a detailed knowledge of the Enterprise Agreement and SACCS policies to enable provision of general advice to other employees
- Calculate, record and maintain employees leave entitlements records
- Interpret standard provisions of the Enterprise Agreement and employment contracts
- Prepare specialised salary and payroll calculations for approval by others
- Manage salary packaging and fringe benefit tax requirements with advice from others
- Under direction, calculate specialised requirements such as eligible termination payments, superannuation trust deed requirements, redundancy and workers compensation matters (subject to approval).
- Prepare non-standard and more complex financial reports for management review which may include analysis, interpretation and explanation of variances
- Manage the school's budget process (small schools)
- Apply inventory and purchasing control procedures
- Under direction, prepare grant applications and funding proposals
- Liaise with the Catholic Education Office regarding financial, funding and policy issues
- Manage grant moneys allocated to the school for specific projects
- Assist with school audit matters
- Negotiate with contractors over work requirements and costs/quotes

K.10.2.5 Grade 5 - Administration

Indicative tasks

Administrative

- Undertake personnel functions including assisting in the development of induction and orientation programs for new employees and volunteers
- Manage the maintenance of personnel records and provide advice regarding conditions of employment to employees

- 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
- Manage and maintain student records and other school records
- Determine and manage priorities of administrative support employees in consultation with the principal (or delegate)
- Develop and implement school filing and archiving systems and procedures
- Oversee professional development and training arrangements for Education Support Officers
- Develop and implement procedures and work practices for the administration areas of the school
- Review administrative operations and determine their effectiveness
- Ensure compliance to WH&S legislation applying to assets, grounds, buildings, facilities, machinery and equipment
- Provide leadership and direction to operational and strategic planning

Finance

- Provide financial, policy and planning advice which may include providing reports, statistical surveys and advice on regulations and procedures
- Provide leadership and direction in the planning, design and implementation of financial systems, controls, planning and budget processes
- Provide leadership in budget strategy for the school, having regard to long term financial objectives
- Negotiate with employees to finalise budget proposals for approval by senior management
- Develop and implement systems and procedures for implementation in accordance with school policy and ensure that they are maintained
- Coordinate the maintenance of buildings, grounds and facilities
- Participate in managing major works and redevelopments

K.10.2.6 Grade 6 - Administration

Indicative tasks

Administrative

- Have overall responsibility for supervision of Education Support Officers
- Report to management/school board and make recommendations regarding the provision of services
- Liaise with heads of campus and heads of department regarding the provision of administrative support and office procedures
- Undertake a significant role in recruitment and promotion and reclassification processes
- Manage the work practices and priorities of Education Support Officers
- Manage significant and/or extensive projects and programs in accordance with school goals
- Generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services
- Ability to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve complex conflict situations
- Preparation of briefing notes and reports for senior management
- Identify inefficiencies and manage change requiring evaluating, analysing, developing and implementing revised systems and procedures
- Ensure that the school meets/complies with all industrial requirements and criteria
- Participate in the selection of non-teaching staff including determining job requirements and allocating/re-allocating individual human resources
- Ensure WH&S matters are dealt with expeditiously and in accordance with legislative requirements
- Oversee WH&S compliance throughout the school

Finance

- Provide strategic leadership and direction for the long-term forward planning of school finances, including operating and capital works plans
- Be responsible for formulating policies and providing specialist financial advice on policy formulation to senior management
- Report to the school board on financial matters
- Manage the preparation of the annual budget, including curriculum and grounds and facilities and provide regular financial statements to senior management/school board
- Coordinate accounting processes and ensure that all funds, including investments, are effectively accounted for according to school and applicable sector policies
- Prepare funding submissions

- Deputise for the Business Manager at meetings and briefings

K.10.3 Services Stream

K.10.3.1 Grade 1A - Services

Indicative tasks

- Perform general basic labouring tasks
- Perform basic gardening
- Perform basic maintenance
- Move furniture and equipment as directed
- Assist with basic duties in a school retail facility, such as canteen, uniform shop or book shop
- Perform basic laundry duties
- Perform basic cleaning duties
- Rake leaves; clean and empty litter bins
- Take general care of school vehicles, eg clean, check fuel, coolant, oil, tyres etc
- Stack chairs and other set up rooms as directed

K.10.3.2 Grade 1 - Services

Indicative tasks

- Perform unskilled gardening duties such as trimming trees and edges, cutting grass, weeding and watering of gardens and plants
- Undertake the application of fertilizers, herbicides etc under general supervision
- Routinely maintain indoor greenery
- Perform routine maintenance of turf, synthetic, artificial and other play surfaces
- Perform basic outdoor maintenance
- Assist trades personnel with manual duties
- Drive buses for less than 25 passengers
- Undertake elementary food preparation and duties including assembly, preparation and washing up
- Clean and tidy kitchen and equipment
- Perform general laundry duties
- Perform general house assistant duties in a boarding house, such as basic cleaning
- Clean and dust in classrooms or other public areas of the school
- Make and/or serve morning/afternoon tea, including washing up and tidying away
- Spot clean carpets and soft furnishings
- Operate hand held power equipment such as blowers, vacuum cleaners and polishers
- Toilet cleaning
- Telephone cleaning

- Cleaning of glass both internal and external
- Set up displays in uniform shop

K.10.3.3 Grade 2 - Services

Indicative tasks

- Perform gardening duties such as planting, sowing and preparing garden beds and rockeries
- Maintain gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or the maintenance of sports grounds
- Operate, maintain and adjust turf machinery
- Operate ride-on powered machinery
- Identify and prepare reports in relation to workplace hazards
- Perform maintenance on gardening tools and equipment
- Perform laundry duties requiring the application of limited discretion
- Perform a range of security/patrol duties including responding to alarms, following emergency procedures and preparing incident reports
- Drive a bus with a carrying capacity of 25 or more passengers
- Undertake cooking duties
- Be responsible for the operation of the school canteen, uniform shop, book shop or gymnasium including the supervision of other employees
- Apply trade skills in construction, maintenance and repair tasks using precision hand and power tools and equipment
- Undertake a broad range of caretaker duties including supervising other employees
- Undertake carpet cleaning and other more specialised cleaning activities
- Order and distribute cleaning materials and coordinate and supervise cleaning employees

K.10.3.4 Grade 3 - Services

Indicative tasks

- Be responsible for monitoring, scheduling and supervising a range of property services functions of a small school or a discrete section of a large school maintenance program
- Be responsible for reading, interpreting and calculating information from production drawings, prints or plans
- Exercise high precision trade skills using various materials and/or specialised techniques
- Undertake on-the-job training in relation to other employees

K.10.3.5 Grade 4 - Services

Indicative tasks

- Develop an annual work program for all outdoor employees that incorporates both future development and continued maintenance
- Be responsible for planning, development, monitoring, scheduling and supervising a range of property service functions in a medium to large school
- Be responsible for the operation and maintenance of all equipment.
- Be responsible for managing workplace health and safety for outdoor employees
- Be responsible for ensuring compliance with all relevant administrative systems
- Be responsible for developing and implementing training plans for all outdoor employees
- Provide input into budget preparations

K.10.3.6 Grade 5 - Services

Indicative tasks

- Investigate and develop written plans and proposals necessary to implement changes to existing systems
- Prepare reports, proposals and submissions for school management and external bodies.
- Exercise a high level of management skills in a range of property services across campuses or in a multi-campus school
- Take a leading role in project management where required

K.10.3.7 Grade 6 - Services

Indicative tasks

- Tasks identified with grade 5 or more senior tasks and where the school requires the employee to hold the relevant qualifications

K.10.4 Other Professionals Stream

K.10.4.1 Grade 4 - Other professionals

Chaplains

Indicative tasks

- Assist school counsellors and wellbeing staff in the delivery of student welfare services
- Provide students and their families and employees with support and or appropriate referrals in difficult situations such as during times of grief or when students are facing personal or emotional challenges
- Support students to explore their spirituality and provide guidance about spirituality, values and ethical matters or referring students to, or sourcing appropriate services, to meet these needs
- Support students and employees to create an environment which promotes the physical, emotional, social and intellectual development and wellbeing of all students
- Be approachable to students, employees and members of the school community

- Support students and employees to create an environment of cooperation and mutual respect, promoting an understanding of diversity and the range of cultures and their related traditions

Other professionals and para-professionals

- Duties detailed in Grade 5 or Grade 6 below but where the employee is a newly qualified tertiary graduate in the relevant areas/disciplines. Employees will automatically progress to Grade 5 after 12 months' service and where applicable, to Grade 6 after 12 months' service at Grade 5

K.10.4.2 Grade 5 - Other professionals

Indicative tasks

Human resource officer

- Assist school leadership to manage the human resources function for the school
- Use a number of management information systems to record, maintain and plan the school's human resources
- Organise employee welfare services such as health and wellbeing programs, first aid and fire warden training, superannuation and social activities
- Arrange and conduct employee training
- Maintain the personnel records of employees on matters such as salary, superannuation, leave and training and prepare associated management reports
- Develop job descriptions and position information documents for management
- Provide advice in relation to industrial relations and employee relations matters, including workers compensation

Nurse

- Provide school nursing services including required documentation and record keeping

Counsellor

- Provide guidance and counselling within defined accountabilities
- Liaise with outside counselling and service agencies and promote the school and community counselling services to the wider school community
- Provide individual counselling and small group counselling for students with special needs including grief and loss, anger management and other needs
- Act as a resource for teaching staff and parents to provide information about physical, social and emotional matters affecting students, the school and their families
- Be available to counsel students to resolve individual, peer group, social and emotional concerns
- Have involvement with orientation programs particularly with the key transition years

- Assist teachers in their teaching of health related topics such as student wellbeing and resilience

Community Officer

- In collaboration with school leadership, identify key issues and develop action plans to support the implementation of appropriate responses to meet the needs of families and students by:
 - Developing resources within the designated areas including writing submissions to source funding
 - Initiating and implementing new and innovative programs and the development of groups across the school community to improve their learning
 - Delivering engaging and relevant activities and programs that lead to measurable outcomes
 - Develop and maintain external partnerships with local services and community groups

Marketing Coordinator

- Assist leadership to develop and implement marketing activities, including public relations, print and advertising
- Update and coordinate the website
- Design and implement marketing support materials
- Develop internal communications, such as contribution to newsletters and articles for website
- Ensure school image and standards are maintained

K.10.4.3 Grade 6 - Other professionals

Nurse

- 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

Counsellor

- 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
- Identify policies and procedures requiring review or re-development and define all relevant issues
- 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

Speech pathologist/occupational therapist and other professionals

- Provide specialist services to students

- Provide specialised advice to employees and the leadership team in their area of expertise
- Provide written submissions and reports as required
- Be accountable for the establishment, implementation and evaluation of systems to ensure a high standard service is provided
- Be responsible for a high standard of record keeping and documentation relevant to their area of expertise
- Be responsible for management and coordination responsibilities as required by school leadership

Marketing Manager

- Develop and communicate a marketing strategy for student recruitment and retention
- Keep up-to-date with market trends and conduct relevant research on a regular basis
- Develop and implement the Marketing Plan including market research, public relations, advertising, events program, publications, production of the prospectus
- Plan and organise visits by prospective parents, including employees liaison and tours of the school
- Maximise recruitment of new student enrolments through the planning, organisation and administration of promotional opportunities, including parent open days, scholarships and assessment days and other presentational occasions

Human Resource Manager

- Assist school leadership to manage the human resources function for the school including policy development, recruitment processes, industrial relations, workers compensation, employee induction, professional development and performance review
- Identify, develop and implement solutions across a range of human resource functions including workforce planning, managing performance, industrial relations, organisational restructuring, employee relations and employee development
- Develop and implement key change management strategies in collaboration with school leadership

K.10.5 Curriculum Stream

K.10.5.1 Grade 1 – Curriculum

Indicative tasks:

- Assist with clerical duties associated with normal class activities
- Record student test results
- Maintain student records
- Assist with consent forms and other tasks associated with excursions
- Purchase materials as directed
- Maintain materials
- Assist with the collection, preparation and distribution of classroom materials

- Observe students and draw the attention of the teacher to them when necessary
- Provide general assistance of a supportive nature to teachers as directed
- Participate in team meetings

K.10.5.2 Grade 2 – Curriculum

- 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, Gifted and Talented programs etc
- Assist with communication between students and teachers, particularly the interpretation of instruction
- Assist in the translation of simple instructions
- Assist with physical requirements of students requiring special care
- Undertake sports coaching

K.10.5.3 Grade 3 – Curriculum

- Assist student learning, where some discretion and judgement is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students
- Carry out a wide variety of tasks associated with classroom learning experiences (eg assisting teachers in preparing, implementing and supervising learning programs)
- 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
- Demonstrate practical activities within a variety of routines, methods and experiences under supervision of teachers where discretion and judgement are required
- Participate in the evaluation of programs and student involvement
- Provide yard duty support to teachers in accordance with school procedures
- Assist with identifying student learning/behaviour problems
- Provide specialist advice, under the supervision of senior personnel, to students in relation to handling and the use of materials and equipment eg photography, science experiments, video and audio taping, recording, document preparation on computers and language laboratories
- In consultation with employees, undertake specialist instruction to students in specific areas eg music, languages, dance, drama
- Assist in following up student assignments to ensure work is submitted

- In consultation with teachers and other employees, select reference materials and other educational tools

K.10.5.4 Grade 4 – Curriculum

- Assist with student assessment and reporting
- Contribute to communications to parents/relevant therapists 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
- Develop the framework for and provide instruction to students within a structured learning environment by carrying out a wide variety of tasks associated with classroom learning experiences (eg assist teachers in preparing, implementing and supervising learning programs)
- Support student learning, either individually or in groups, with minimal teacher guidance
- Assist in the translation of documents
- Participate in parent teacher interviews as interpreter or translator
- Conduct and coordinate a school choir, band or musical ensemble or more than one of these (but without qualifications applicable to a higher grade)

K.10.5.5 Grade 5 – Curriculum

- Assist in providing strategic advice on support services and their impact on school curriculum and services
- Develop policy in relation to students for the unit/support services
- Compile student profiles for the use of unit/support services employees
- Act as a liaison between the school and relevant specialist community/business organisations
- Conduct and coordinate a school choir, band or musical ensemble or more than one of these (and hold relevant qualifications)

K.10.5.6 Grade 6 – Curriculum

- Provide subject matter expertise or policy and planning strategic advice
- Manage a large specialised unit such as a Special Education Unit
- Coordinate policy development relevant to area of specialisation
- Provide strategic advice on specific support services and their impact on school curriculum and services
- Deliver professional support
- Develop student profiles for the use of Unit/support services employees
- Conduct and coordinate a school choir, band or musical ensemble or more than one of these (and hold relevant qualifications)

K.10.6 Early Childhood Education/OSHC Stream

K.10.6.1 Grade 1A* – Early Childhood Education/OSHC

- Learn and implement the policies, procedures and routines and the requisite basic skills
- Learn how to establish positive, respectful relationships and interactions with children
- Learn how to attend to the physical, social and emotional needs of children on an individual or group basis
- Learn how to develop positive relationships with families attending the service
- Learn how to work as a part of a team
- Learn about the importance of National Quality Standard
- Ability to accept supervision and seek direction
- Perform basic duties including food preparation, cleaning or gardening

** An employee at Grade 1A will progress to Level 1 after a period of one year or earlier if the employer considers the employee capable of performing the work at the next level or if the employee actually performs the work at the next level.*

K.10.6.2 Grade 1 – Early Childhood Education/OSHC

- Assist in the implementation of the children's program under 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 maintenance of the health and safety of children in care
- Interact with children in a positive, sensitive and respectful manner
- 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 Standards
- 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
- Actively contribute to the collaborative culture of the Service
- Be responsible for safe food preparation, cleaning, gardening or general maintenance under guidance
- Assist in ensuring that equipment is safely stored and well maintained
- Assist in the preparation of materials and equipment and packing up of the indoor and outdoor environment as planned in the program.

K.10.6.3 Grade 2 – Early Childhood Education/OSHC

- Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
- 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 other 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

K.10.6.4 Grade 3 – Early Childhood Education/OSHC

- Responsible, in consultation with the Director, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children in care consistent with the National Quality Standard
- Ensure a safe environment is maintained for children and employees.
- Ensure that records are maintained accurately for each child in the employee's care
- Develop, implement and evaluate daily care routines
- Meet the additional needs of children with complex health support needs, including personal hygiene and feeding
- Carry out administrative tasks including fee collection and receipting.
- 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 team work skills and the creation of a supportive team environment

K.10.6.5 Grade 4 – Early Childhood Education/OSHC

- Responsible for coordinating and directing the activities of employees, including the employees engaged in the implementation and evaluation of developmentally appropriate programs
- Oversee planning, development, implementation and evaluation of developmentally appropriate programs for children
- Contribute, through the Director or delegate to the development of Service policies and procedures
- Coordinate operations, including work health and safety, program planning, employee training

- 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.
- Assist in the development of collaborative partnerships between educators, families and support professionals
- Ability to undertake administrative functions of an OSHC Service including software programs for administering Child Care Benefit with the assistance of the Director/school leadership
- Participate in relevant financial checks and balance systems, as delegated by the Director/school leadership
- Participate in the 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

K.10.6.6 Grade 5 – Early Childhood Education/OSHC

- Responsible as the Director of an Out of School Hours Care/Vacation Care program of less than 80 children* (and holds nationally approved qualifications which are, as a minimum, consistent with Grade 5 qualification requirements)
- Oversee and lead other employees to implement a recreation and leisure program based upon recognised School Age Care Framework (OSHC/Vacation Care)
- 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
- Build the capacity of employees by supporting and mentoring others to take on leadership roles in areas of expertise or of potential interest
- 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
- 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
- Maintain day-to-day accounts and handle administrative matters
- Ensure the Service adheres to all relevant regulations and statutory requirements
- 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
- Assist school management in the development of policies and procedures for the service
- Develop, implement and review relevant risk management strategies as directed by the employer

**A reference to less than 80 children means that on any particular day there are never more than 79 children in attendance at the same time. It does NOT mean the number of children enrolled in the Centre.*

K.10.6.7 Grade 6 – Early Childhood Education/OSHC

- Responsible, as Director, for the overall management and administration of a Long Day Care Service or Early Learning Centre or a large OSHC/Vacation Care service of 80 or more children*. At this level the employee is required to hold nationally approved qualifications which are consistent with Grade 6 qualification requirements
- Be responsible for the supervision, development, implementation and evaluation of the programs and routines
- Coordinate, supervise, direct and evaluate the activities of employees employed by 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

- Plan for and facilitate 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
- Lead discussion on reflective practice and continuous improvement.
- 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
- Lead and share information, knowledge and expertise on practice, policy developments and community changes that may impact on the program
- Build the capacity of all employees by support and mentoring others to take on leadership roles in areas of expertise or of potential interest
- Recruit employees in accordance with relevant regulations as directed by the Principal
- Maintain day-to-day accounts and handle administrative matters.
- Ensure the facility adheres to all relevant regulations and statutory requirements
- Ensure the service meets the National Quality Standard.
- Liaise with families and outside agencies
- Formulate and evaluate annual budgets
- Develop and monitor relevant financial checks and balance systems
- Liaise and consult with school management in relation to events, staffing, child welfare and protection, WHS, curriculum and operational matters on a regular basis
- Liaise with other Early Childhood professionals within the school or Catholic sector
- In consultation with school management, develop parent information pamphlets and organise regular newsletters
- Ensure and respond to requests for information about their children's progress
- In consultation with school management, develop and maintain policies and procedures for the service

**A reference to 80 or more children means that on any particular day there may be 80 children or more in attendance at the same time. It does NOT mean that there are 80 children or more enrolled in the Centre.*

K.10.7 Boarding House Stream

K.10.7.1 Grade 1 – Boarding House

- Live in an assigned boarding house suite
- Read entries in communication book
- Be accountable for whereabouts of students at all times
- Attend to tasks as described on the written schedule for the shift or as directed by senior employees
- Attend to and supervise sick/injured students

- Ensure the boarding house is tidy at all times
- Liaise with senior employees or the head of boarding re persistent behaviour problems
- Report safety issues
- Report maintenance issues
- Provide escort for students to use school facilities out of hours
- Be responsible for keys to facilities within the school
- Transfer/transport students to and from Curriculum Extension Activities
- Contribute to the spiritual dimension of the boarding house

K.10.7.2 Grade 2 – Boarding House

- As above for Grade 1 but receiving general supervision only because of the physical location being separate from the Boarding House supervisor on duty

K.10.7.3 Grade 3 – Boarding House

- Exercise responsibility for the functioning of the Boarding House
- Deputise as required for the person in charge of the Boarding House
- Be responsible for the welfare and safety of boarders at all times
- Organise day to day routines and rosters in the Boarding House
- Attend to routine disciplinary issues as they arise
- Consult with a designated leadership team member regarding more serious disciplinary issues
- Liaise with teachers regarding boarders
- Contribute to reports for inclusion in school reports
- Supervise other Education Support Officers in the Boarding House

K.10.7.4 Grade 4 – Boarding House

- Communicate with parents of boarders
- Organise excursions and other activities
- Assist boarders and liaise with parents regarding leave arrangements
- Write reports for inclusion in school reports
- Meet regularly with member(s) of the school's Leadership Team
- Develop guidelines and procedures consistent with SACCS policies and the local context

K.10.7.5 Grade 5 – Boarding House

- Responsible in a managerial capacity for the creation and delivery of specialised programs relating to the welfare of the students
- Mentor and advise boarding house employees
- Attend school functions
- Participate in school committees and project teams as required as part of the Leadership Team
- Work with the school nurse to ensure that the health needs of boarders are met

- Contribute towards the development of the school's strategic objectives
- Develop short and long term goals for the boarding house
- Responsible for effective administration of the boarding house
- Implement and review policies in consultation with the Principal
- Liaise with other employees about the welfare of boarders
- Ensure appropriate supervision and support of boarding house employees
- Plan and organise professional development for boarding house employees
- Oversee the induction training and orientation of boarding house employees
- Oversee all boarding house rosters
- Liaise with property manager to ensure the boarding house is in good repair
- Ensure that effective security measures are maintained
- Liaise with relevant agencies
- Ensure the provision of regular activities for boarders
- Oversee leave arrangements for boarders

K.10.7.6 Grade 6 – Boarding House

- Tasks identified with grade 5 or more senior tasks and where the school requires the Boarding House employee to hold the relevant qualifications for Grade 6

Appendix L

Indigenous Education Officers Classification Criteria

L.1 Application

For the purposes of this Appendix the classification criteria, which follow, provide guidelines for the establishment of the classification of individual employees, at various levels, within the **Indigenous Education Officer** structure. In determining the appropriate level for a particular employee, consideration must be given to both the characteristics and the typical duties prescribed for that level. While the employee's role will reflect a substantial part of the duties listed, it is not expected that any individual would undertake all of the duties listed at each level.

Note: Where reference is made to the "TAFE AEW Accredited Course (or its equivalent)", equivalent shall mean relevant and available courses of a similar or comparable nature.

L.2 LEVELS:

L.2.1 Level 1

L.2.1.1 Characteristics of the Level

An **Indigenous Education Officer** at this level will be responsible to the Director of Catholic Education, through the Deputy Director Religious Identity and Leading Learning and the Coordinator of Indigenous Education. **Indigenous Education Officers** who are employed in a **School** will be answerable to the school **Principal** on a day-to-day basis consistent with their role.

Employees at this level will be subject to general direction and undertake a range of functions requiring the practical application of acquired skills and knowledge.

Level 1 **Indigenous Education Officers** will be required to undertake the necessary study to become computer literate and to develop the interpersonal and professional practices, knowledge and skills, which are required to perform the functions of this level.

An **Indigenous Education Officer** at this Level will provide support to **Teachers, Schools** and Indigenous students and families by:

- (i) working in conjunction with the Coordinator of Indigenous Education to assist school personnel in developing a positive learning environment aimed at successful educational outcomes for Indigenous students.
- (ii) with guidance, providing support to **Teachers** in the delivery of Indigenous studies in the classroom through cultural support.
- (iii) working with parents/guardians of Indigenous students to promote good communication between home and **School**, including routine home visits.
- (iv) assisting in the provision of information on any program designed to promote Indigenous student educational success and/or parent participation in **School** and education.
- (v) being aware of attendance trends of Indigenous students and, in consultation with the school **Principal**, take the necessary steps to ensure regular attendance, including home visits.
- (vi) assist in countering racism
- (vii) regularly liaise with the Coordinator of Indigenous Education.

L.2.2 Level 2

L.2.2.1 Characteristics of the Level

An **Indigenous Education Officer** at this level will be responsible to the Director of Catholic Education, through the Deputy Director Religious Identity and Leading Learning and the Coordinator of Indigenous Education. **Indigenous Education Officers** who are employed in a **School** will be answerable to the school **Principal** on a day-to-day basis consistent with their role.

Employees at this level will undertake work of a more responsible nature in terms of scope and complexity and apply a higher level of skills and knowledge than required at level 1.

The **Indigenous Education Officer** will undertake the TAFE AEW Accredited Course (or equivalent if available), and Catholic Studies courses of at least 25 hours duration and 4,500 words assessment or equivalent (suitable Catholic Studies courses will be negotiated with the Religious Education Team of Catholic Education SA). **Indigenous Education Officers** will be expected to complete the above in order to acquire the knowledge, skills and expertise to perform the functions required at this level. The **Indigenous Education Officer** will not be expected to undertake these courses simultaneously. It is expected that an employee of this level will be computer literate.

An **Indigenous Education Officer** at this Level will provide support to **Teachers, Schools** and Indigenous students and families by:

- (i) assisting school personnel in developing a positive learning environment aimed at successful educational outcomes for Indigenous students.
- (ii) with guidance, assisting teaching staff in the classroom in areas relating to improved educational outcomes for Indigenous students, particularly in literacy and numeracy.
- (iii) providing support to **Teachers** in one or more **Schools** in the implementation of Indigenous studies and Indigenous Education.
- (iv) working with parents/guardians of Indigenous students to promote communication between the home and the **School** and encouraging parent/family attendance at parent/teacher meetings. This may include home visits.
- (v) providing information and assisting in the formation of any program designed to promote parental participation in **Schools** and education, including School Boards.
- (vi) assisting families in applying for the ABSTUDY and any other program designed to promote Indigenous student educational success.
- (vii) developing an understanding and working to promote the successful implementation of the Australian Government's Indigenous Education Programmes (IEP).
- (viii) maintaining the existing community register to support Indigenous Studies programs.
- (ix) liaising regularly with the Coordinator of Indigenous Education.

L.2.3 Level 3

L.2.3.1 Characteristics of the Level

An **Indigenous Education Officer** at this level will be responsible to the Director of Catholic Education, through the Deputy Director Religious Identity and Leading Learning and the Coordinator of the Indigenous Education. **Indigenous Education Officers** who are employed in a **School** will be answerable to the school **Principal** on a day-to-day basis consistent with their role.

Employees at this level will work under limited direction and will provide direction, advice and leadership to Catholic **School** communities in relation to Indigenous Studies and Indigenous Education.

Indigenous Education Officers at this level will demonstrate specialised knowledge and will undertake study in or have completed the TAFE AEW Accredited Course (or equivalent if available), and Catholic Studies courses of at least 25 hours duration and 4,500 words assessment or equivalent (suitable Catholic Studies courses will be negotiated with the Religious Education Team of Catholic Education SA). **Indigenous Education Officers** will be expected to complete the above in order to acquire the knowledge, skills and expertise to perform the functions required at this level. The **Indigenous Education Officer** will not be expected to undertake these courses simultaneously. It is expected that an employee of this level will be computer literate.

An **Indigenous Education Officer** at this Level will provide support to **Teachers, Schools** and Indigenous students and families by:

- (i) liaising with Early Years **Teachers** and assist them to gather crucial data related to the assessment of Indigenous students in the early years of school. This may include home visits.
- (ii) assisting **Teachers** to case manage Indigenous students in relation to the IEP priorities and ensure they have access to student support funding, including ITAS if eligible, or any other program designed to promote student educational success. This may include home visits.
- (iii) assisting the primary and secondary consultants in the delivery of professional learning opportunities in Indigenous studies and Indigenous perspectives across learning areas through:
 1. in-service sessions for **Teachers**
 2. Refining of in-service procedures offered to employees
 3. assessing Indigenous Studies resources
 4. providing cultural support
 5. curriculum development for **Schools** and **Teachers**
 6. information and liaison with cultural service providers to enhance Indigenous Studies programs
 7. accessing Indigenous people able to support Indigenous Studies programs.
- (iv) encouraging parental/family involvement in the education of their children by:
 1. encouraging Indigenous students and families in Catholic **Schools** to attend Indigenous Education Team organised functions.

2. making home visits and in collaboration with the school leadership assist Indigenous families to access counselling or any other professional service required.
 3. informing Indigenous parents/carers of professional development opportunities and encouraging Indigenous parents/community members to apply for positions in Catholic Education SA.
 4. encouraging parent/family involvement in the development and implementation of strategies related to improving student achievement as identified in the IEP priorities.
 5. providing information on Catholic **Schools** and supporting families seeking enrolment.
- (v) assisting with training of casual Indigenous employees engaged in supporting Indigenous Studies.
 - (vi) monitoring attendance information of Indigenous students and through the school **Principal** follow up where there are apparent issues.
 - (vii) liaising with Department of Education, Employment and Workplace Relations (DEEWR) Field Officers and other government service providers on services to meet the identified needs of Indigenous students.
 - (viii) work collaboratively with **Teachers** of Indigenous students to implement strategies to improve student achievement particularly in the areas of literacy and numeracy.
 - (ix) attending relevant **Indigenous Education Officer** meetings for Indigenous students with learning needs.
 - (x) supporting **Teachers** and **Schools** in countering racism.
 - (xi) regularly liaising with the Coordinator of Indigenous Education.

L2.4 Level 4

L.2.4.1 Characteristics of the Level

An **Indigenous Education Officer** at this level will be responsible to the Director of Catholic Education, through the Deputy Director Religious Identity and Leading Learning and the Coordinator of the Indigenous Education.

Employees at this level will apply a very high level of skills and expertise and will exercise managerial and coordinating responsibilities.

Indigenous Education Officers at this level will have completed the TAFE AEW Accredited Course (or its equivalent if available), and will undertake to completion within 2 years Catholic Studies courses of at least 25 hours duration and 4,500 words assessment or equivalent (suitable Catholic Studies courses will be negotiated with the Religious Education Team of Catholic Education SA). **Indigenous Education Officers** will be expected to complete the above in order to acquire the knowledge, skills and expertise to perform the functions required at this level. Computer literacy is expected.

An **Indigenous Education Officer** at this Level will provide support to **Teachers**, **Schools**, Indigenous students and families and casual employees engaged in supporting Indigenous Studies in **Schools** by:

- (i) assisting the Coordinator of Indigenous Education in the management of school based Indigenous Education Officers within a region or cluster of **Schools**.
- (ii) assisting the Coordinator of Indigenous Education in managing, coordinating and employing casual Indigenous employees engaged to support Indigenous Studies programs.
- (iii) working with personnel from the Catholic Education Office to promote the participation of Indigenous people at all levels of education in SA.
- (iv) assisting with the delivery of training programs for Indigenous Education Officers.
- (v) creating and delivering training programs for casual employees.
- (vi) working with Indigenous organisations and/or community groups to identify potential providers of cultural support and/or casual employees.
- (vii) liaising with Department of Education, Employment and Workplace Relations (DEEWR) Management, and government and non-government service providers on services to meet the identified needs of Indigenous students.
- (viii) developing and delivering programs to counter racism
- (ix) regularly liaising with the Coordinator of Indigenous Education.

L.2.5 Level 5

L.2.5.1 Characteristics of the Level

Employees at this Level will be responsible to the Director of Catholic Education for the supervision and management of the **Indigenous Education Officers** employed within Catholic Education in South Australia.

An **Indigenous Education Officer** at this level will hold appropriate tertiary qualifications and will undertake to completion (within two years) Catholic Studies courses of at least 25 hours duration and 4,500 words assessment or equivalent (suitable Catholic Studies courses will be negotiated with the Religious Education Team of Catholic Education SA). The employee will have the necessary experience, and the very high level of skills and knowledge to provide critical advice, contribute to the development of policy and undertake a complex coordination role.

An **Indigenous Education Officer** at this level will provide support to school leadership and school communities, **Indigenous Education Officers** and casual employees by:

- (i) supervising and managing of **Indigenous Education Officers** employed within Catholic Education SA.
- (ii) advising the Coordinator of Indigenous Education, the Indigenous Education Advisory Committee and the CEO Leadership Team on issues affecting **Indigenous Education Officers**.
- (iii) liaising with school leadership and personnel of Catholic Education SA to ensure the implementation of Australian Government IEP priorities and the SACCS Indigenous Education policy.
- (iv) developing and delivering training programs to ensure the ongoing professional development of **Indigenous Education Officers** in Catholic Education SA.

- (v) liaising with DEEWR, DECD, AISSA and other education providers in relation to Indigenous Education.
- (vi) liaising with other supervisors/managers of **Indigenous Education Officers** employed by other education service providers in South Australia and interstate.
- (vii) regularly liaising with the Coordinator of Indigenous Education.

Appendix M

Trade Trainers and Trade Trainers- Accountable Officers

M.1 Trade Trainers

- M.1.1 Conditions of employment for Trade Trainers will be in accordance with Education Support Officers except where detailed in this Appendix.
- M.1.2 Trade Trainers are most usually employed on a casual basis not exceeding one semester for any one course.
- M.1.3 Trade Trainers will hold a minimum Certificate 3 although normally it is expected that a Trade Trainer will hold a Certificate 4.
- M.1.4 All Trade Trainers must hold an Australian recognised qualification compliant with the Australian Skills Quality Authority (ASQA) and National Skills Standard Council (NSSC) requirements.

M.1.5 Trade Trainers - Indicative duties

- Ensure all training is conducted in a manner compliant with WHS policies, procedures and guidelines
- Deliver training programs to school based students, school based apprentices, signed apprentices, adult apprentices and full fee paying adult students.
- Assist with the recording of relevant information to meet all auditing requirements.
- Assist training Manager and RTO Manager with administration and record keeping of student competency achievement in accordance with the ASQA requirements.
- Keep abreast of developments to ensure training is relevant and meets legislated theory and assessment/industry/employer expectations.
- Provide a set of relevant learning objectives that comply with the Nationally Recognised Standard as required by ASQA.
- Plan delivery of training according to ASQA requirements.
- Record student/trainee attendance and performance.
- Liaise with Education and Training mentors, Accountable Officers and / or Training Manager updating them in student/apprentice progress (academic progress and behaviour) as required.
- Maintain training workshop, offices and learning areas in a safe, clean, tidy and well-organised manner.
- Turn off and make safe and secure all training machinery/plant and equipment at the conclusion of training activities.

M.1.6 Salary

- M.1.6.1 Trade Trainers will be paid at a casual hourly rate of \$42.91 as at October 2015 (based on an annual salary of \$69,950 and incorporating a 20% loading); plus
- 2.5% increase from first full pay period on or after 1 October 2016 = \$71,699 pa = \$43.98 (casual hourly rate); plus
- 2.5% increase from first full pay period on or after 1 October 2017 = \$73,491pa = \$45.08 (casual hourly rate); plus

For 2018 and 2019 any increases in accordance with Appendix O.

M.2 Trade Trainers - Accountable Officers

M.2.1 Conditions of employment for Trade Trainers – Accountable Officers will be in accordance with Education Support Officers except where detailed in this Appendix.

M.2.2 Trade Trainers – Accountable Officers are most usually employed on a permanent, temporary, replacement or casual basis in accordance with the provisions relating to these types of employment for Education Support Officers.

M.2.3 Trade Trainers – Accountable Officers will hold a minimum Certificate 3 in their area of expertise and a Certificate 4 in Training and Assessment.

M.2.4 All Trade Trainers – Accountable Officers must hold an Australian recognised qualification compliant with the Australian Skills Quality Authority (ASQA) and National Skills Standard Council (NSSC) requirements.

M.2.5 Trade Trainers – Accountable Officers

Indicative duties (additional to trade trainer duties)

- In collaboration with the Training Manager, plan, prepare and deliver training according to training package requirements and in line with school resources
- Conduct Recognised Prior Learning Assessments for existing adult employees
- In collaboration with other team members, plan, prepare and deliver flexible learning and assessment strategies which meet the learning needs of students and which meet assessment guidelines and requirements
- Provide training for apprentices as assigned by the training manager.
- Monitor student/apprentice progress and provide extra training support in a timely way
- Refer students to the appropriate employee member in order for them to access the appeal and/or complaints process
- Work (in collaboration with the Training Manager to ensure that trade trainers meet the duties, responsibilities and requirements of training and assessment,
- In collaboration with the Training Manager, contribute to the team effort by achieving outcomes.
- Be responsible for communicating work expectations, monitoring and appraising results; initiating systems of work and ensuring that policies and procedures are followed
- In collaboration with the Training Manager drive quality assurance and continuous improvement
- Provide assistance to the Training Manager and the Industry Consultant develop and maintain industry relationships
- Undertake training outside of ordinary hours as required
- Clarify and communicate information at all levels and in particular to students and stakeholders
- In collaboration with Training Manager, manage diverse workloads and timeframes.

M.2.6 Salary and allowance

M.2.6.1 Salary

Full-time (pro rata for part-time) Trade Trainers – Accountable Officers will be paid:

An annual salary of \$69,950 as at first full pay period on or after 1 October 2015; plus

2.5% increase from first full pay period on or after 1 October 2016 = \$71,699; plus

2.5% increase from first full pay period on or after 1 October 2017 = \$73,491; plus

For 2018 and 2019 any increases in accordance with Appendix O.

M.2.6.2 Allowance

Full-time (pro rata for part-time) Trade Trainers – Accountable Officers will be paid an allowance relating to their duties which are additional to Trade Trainer duties (and detailed above) as follows:

An annual allowance of \$2,827 from first full pay period on or after 1 October 2015; plus

A 2.5% increase in the annual allowance from first full pay period on or after 1 October 2016 = \$2,898; plus

A 2.5% increase in the annual allowance from first full pay period on or after 1 October 2017 = \$2,970.

For 2018 and 2019 any increases in accordance with Appendix O.

M.3 Out of hours work

M.3.1 Trade Trainers and Trade Trainers- Accountable Officers who undertake evening classes outside of ordinary hours (8 am – 6pm; Monday to Friday) will be paid the ordinary rate of pay plus a penalty of 15% of the ordinary time rate for hours worked outside of ordinary hours Monday – Friday.

Appendix N

Highly Accomplished Teacher and Lead Teacher Classifications

N.1 Purposes

Certification of Highly Accomplished and Lead Teachers has three primary purposes:

- To recognise and promote quality teaching
- To provide an opportunity for **Teachers** to reflect on their practice
- To provide a reliable indication of quality teaching that can be used to identify, recognise and reward Highly Accomplished and Lead teachers.

N.2 Benefits to **Teachers**

Certification provides a range of benefits to **Teachers**:

- Contributes to the attainment of the 60 hours of professional development as required for **Teacher** registration.
- Enhances the status of the **Teacher**
- Provides national accreditation that is recognised across Australia in all schools and all sectors.
- Certification is supported by rigorous, independent quality assurance mechanisms through partnership between the Australian Institute for Teaching and School Leadership (AITSL) and the .South Australian Teacher Certification Committee.
- Certification is rewarded with an annual allowance as detailed in sub-clause N.12.1.

N.3 Eligibility

Teachers who meet the following criteria will be eligible to apply for the classifications of Highly Accomplished Teacher or Lead Teacher. To apply for either classification the **Teacher** must:

- Be an Australian citizen or have a permanent residency visa;
- Hold full **Teacher** registration with the Teachers Registration Board of South Australia.
- For the Highly Accomplished Teacher classification, have been assessed as satisfactory in the two most recent annual performance appraisals (or equivalent) or provide details of a referee who can provide evidence and verification of past satisfactory teaching performance;
- For the Lead Teacher classification, have been assessed as satisfactory in the three most recent annual performance appraisals (or equivalent) or provide details of a referee who can provide evidence and verification of past satisfactory teaching performance.
- Have an authentic teaching role which reflects the **Teacher's** contribution and demonstrates the impact of the **Teacher's** work over a period of time.

N.4 Process

N.4.1 The process of application for certification is detailed in the following publications which are accessible on CESA Online →Industrial and Personnel Information → Certification:

- Guide to the Certification of Highly Accomplished and Lead Teachers in South Australia
- Application cover sheet for Certification for Highly Accomplished and Lead Teacher

N.5 Standards

There are 7 Standards, the requirements of which differ for Highly Accomplished Teachers and Lead Teachers. The descriptors relating to each Standard are detailed in the above publications.

N.6 Costs

N.6.1 The total application fee is \$500 with \$200 payable with the stage 1 application. If the applicant is successful at stage 1, a further \$300 is payable to undertake assessment at stage 2.

N.6.2 If the applicant is not successful, no refunds are payable.

N.6.3 If the applicant is not successful at stage 1 and does not re-submit the application within 3 months from the date of the outcome of the original application, a further \$200 may be payable for the subsequent stage 1 assessment.

N.7 Assessment

N.7.1 All applications will be assessed by two trained independent assessors who will be from within the Catholic sector but not from the applicant **Teacher's** school.

N.7.2 At stage 1, the assessors will contact the applicant **Teacher's** principal or delegate and one nominated referee.

N.7.3 If the two assessors cannot reach agreement, a third assessor will be appointed.

N.7.4 The assessors will prepare a written report following assessment.

N.7.5 At stage 2, one of the assessors from stage 1 will undertake a school visit and undertake assessment in accordance with the Guide to the Certification of Highly Accomplished and Lead Teachers in South Australia. A further school visit may be undertaken if the evidence is inconclusive or insufficient.

N.7.6. At the conclusion of stage 2, the assessors will provide a recommendation to the CESA Assistant Director (People and Culture) who will forward the application and the recommendation to the South Australian Teacher Certification Committee with additional information as required

N.7.7 If the applicant **Teacher** is successful at stages 1 and 2, the **Teacher** will be formally approved for the certification for which the **Teacher** applied by the South Australian Teacher Certification Committee.

N.8 South Australian Teacher Certification Committee

N.8.1 The South Australian Teacher Certification Committee is a cross-sector committee established by Catholic Education SA (CESA), Association of Independent Schools of South Australia (AISSA) and the Department of Education and Child Development (DECD) to approve recommendations for certification of teachers from the three sectors.

N.8.2 The role of the South Australian Teacher Certification Committee is to approve applications, validate processes, coordinate on-going assessor training, coordinate moderation of assessments and liaise with AITSL.

N.9 Application deadlines

N.9.1 Applications for certification will be received twice a year: by the end of term 1 and by the end of term 2 (dates being as published by the South Australian Commission for Catholic Schools (SACCS)).

N.10 Application format

N.10.1 There is no published application form. The format of an application is at the discretion of the applicant.

N.10.2 A specific cover sheet is required which is located in the HAT/LT Certification folder on CESA Online (CESA Online → Industrial and Personnel Information → Certification).

N.10.3 Hard copy applications should be submitted to:

Assistant Director (People and Culture)
Catholic Education Office
PO Box 179
TORRENSVILLE PLAZA SA 5031

OR

Electronic applications should be submitted to the Assistant Director (People and Culture).

N.11 Appeals

N.11.1 An applicant aggrieved at the outcome of the assessment may lodge an appeal in writing with the Assistant Director (People and Culture).

N.11.2 The only ground for appeal is that the process of assessment was not correctly followed.

N.12 Allowance payments

N.12.1 From the date of operation of this Agreement the allowances (pro-rated for part-time teachers) will be:

- (i) From first full pp on or after 1 October 2015 the annual allowance will be \$3,167 (HAT) and \$4,223 (LT);
- (ii) From first full pp on or after 1 October 2016 the annual allowance will be \$3,246 (HAT) and \$4,329 (LT);
- (iii) From first full pp on or after 1 October 2017 the annual allowance will be \$3,327 (HAT) and \$4,437 (LT).

For 2018 and 2019 any increases in accordance with Appendix O.

N.13 Interaction of Highly Accomplished Teacher and Lead Teacher classifications

N.13.1 There is no requirement to hold the Highly Accomplished Teacher classification before applying for Lead Teacher classification.

N.13.2 **Teachers** who hold the Highly Accomplished Teacher classification may subsequently apply for Lead Teacher Classification.

N.13.3 **Teachers** cannot concurrently hold the classification of Highly Accomplished Teacher and Lead Teacher.

N.13.4 **Teachers** cannot be paid concurrent allowances for Highly Accomplished Teacher and Lead Teacher. If a teacher holding the Highly Accomplished Teacher classification is successful in their application for Lead Teacher classification, the allowance for Lead Teacher will commence from the first full pay period on or after the written notification of the date of successful assessment and the allowance for Highly Accomplished Teacher will be deemed to have ceased on the day prior to the relevant successful assessment date (and any overpayments applicable to the Highly Accomplished Teacher allowance will be absorbed into the Lead Teacher allowance to correct any concurrent payments).

N.13.5 The onus is on the **Teacher** whose assessment is successful to notify the **Principal** of his or her school in writing of their successful assessment.

N.14 Interaction with other allowances

N.14.1 Highly Accomplished Teacher and Lead Teacher allowances are payable in addition to any other allowances to which the **Teacher** is entitled.

N.15 Interaction with Advanced Skill Teacher classification

N.15.1 Where a **Teacher** is successful in their application for Highly Accomplished Teacher classification or Lead Teacher classification, the allowance for the Highly Accomplished Teacher or Lead Teacher will commence from the first full pay period on or after the written notification of the date of successful assessment and the payment for Advanced Skill Teacher will be deemed to have ceased on the day prior to the relevant successful assessment date (and any overpayments applicable to the Advanced Skill Teacher will be absorbed into the Highly Accomplished or Lead Teacher allowance to correct any concurrent payments).

N.15.2 The onus is on the **Teacher** whose assessment is successful to notify the **Principal** of his or her school in writing of their successful assessment.

N.16 Renewal of certification

N.16.1 Certification will be granted for a fixed period of 5 years.

N.16.2 The renewal process requires a re-assessment against all of the Standards through a written statement and feedback from referees (including the current **Principal** or delegate) who have direct knowledge of the **Teacher's** teaching practice.

N.16.3 The detail pertaining to the renewal process will be determined by the South Australian Teacher Certification Committee.

N.16.4 The **Teacher** will continue to receive the allowance as long as the **Teacher** retains the Highly Accomplished Teacher or Lead Teacher certification.

Appendix O

Implementation of any increase in salary due to South Australian government school salary increases for 2018 and 2019

- O.1 In relation to the implementation of salary and allowance adjustments for 2018 and 2019:
 - O.1.1 At the point of any increase in Band 1 salaries granted to teachers in South Australian government schools the parties will consider the consequent salary difference between a full-time Band 1 step 9 (or equivalent) teacher in the South Australian government school and a full-time Band 1 step 10 **Teacher** in the South Australian Catholic school as detailed in Appendix A.
 - O.1.2 If the differential is in favour of the government teacher, the salary for Catholic school Band 1 step 10 **Teachers** will be increased to the level of the government school teacher.
 - O.1.3 The same percentage of adjustment will be applied to all employees covered by the Agreement.
 - O.1.4 The same percentage of adjustment will be applied to all relevant allowances (those to which indexing applies).
 - O.1.5 The increases will apply from the same date as the increases are operative in government schools.

Signed for and on behalf of South Australian Catholic school employers:

- (i) Catholic Church Endowment Society Incorporated
- (ii) The Catholic Diocese of Port Pirie Incorporated
- (iii) Trustees of Edmund Rice Education Australia
- (iv) Blackfriars Priory School
- (v) Manresa Society Incorporated
- (vi) Trustees of the Marist Brothers
- (vii) Sisters of St Joseph Mary Mackillop College Kensington Limited
- (viii) Loreto Marryatville Limited
- (ix) St Dominic's Priory College Ltd
- (x) Cabra Dominican College Limited
- (xi) St Mary's College Limited
- (xii) St Columba College Munno Para Incorporated
- (xiii) Mercy Education Limited
- (xiv) Catholic Special Schools Incorporated
- (xv) St Michael's College Adelaide
- (xvi) Kildare Education Ministries Limited

by

Name: Mr Michael Desmond Kenny

Address: Catholic Education Office, 116 George Street, Thebarton, South Australia 5031

Mr Kenny (of Catholic Church Endowment Society Incorporated) is the person nominated by the employers in (i)-(xvi) above to make applications under the *Fair Work Act 2009* as detailed in the single interest authorisation Order of the Fair Work Commission dated 19 March 2015 (PR562160) and extended by the Fair Work Commission on 7 March 2016 (PR577716) and 2 March 2017 (PR590445).

Signed:




Signed for and on behalf of the employees who will be covered by the Agreement by an employee who is an Education Support Officer at St Paul's College:

Name: Ms Louisa Jane Fidock

Address: St Paul's College, 792 Grand Junction Road, Gilles Plains, South Australia 5086.

Signed:



Signed as a bargaining representative for members of the Independent Education Union of Australia by:

Name: Mr Glen Peter Burton Seidel

Address: Independent Education Union of Australia, 213 Currie Street, Adelaide, South Australia, 5000

Signed:



IN THE FAIR WORK COMMISSION

FWC Matter Number:

AG 2017/3364 – Application for approval of the South Australian Catholic Schools Enterprise Agreement 2017.

Undertaking – section 190

I, Michael Kenny, of Catholic Church Endowment Society Incorporated, am the person nominated by the South Australian Catholic school employers:

Catholic Church Endowment Society Incorporated, The Catholic Diocese of Port Pirie Incorporated, Trustees of Edmund Rice Education Australia, Blackfriars Priory School, Manresa Society Incorporated, Trustees of the Marist Brothers, Sisters of St Joseph Mary Mackillop College Kensington Limited, Loreto Marryatville Limited, St Dominic's Priory College Ltd, Cabra Dominican College Limited, St Mary's College Limited, St Columba College Munno Para Incorporated, Mercy Education Limited, Catholic Special Schools Incorporated, St Michael's College Adelaide, Kildare Education Ministries Limited.

to make applications under the *Fair Work Act 2009* and I am authorised by them to give the following undertakings with respect to the South Australian Catholic Schools Enterprise Agreement 2017: ("the Agreement") in relation to the application before the Fair Work Commission:

1. At Appendix D, clause D.3, page 86, in the column headed **% of Grade 1, Year 1 rate** 45% is to be replaced with 55%; and 55% is to be replaced with 65%.
2. At Appendix D, insert the following clause as clause D.3.3:
A person employed by an employer under this Agreement immediately prior to entering a training agreement as an adult apprentice with that employer must not suffer a reduction in their salary by virtue of entering into the training agreement provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum salary, the adult apprentice must continue to receive the salary applicable to the classification in which the adult apprentice was engaged immediately prior to entering into the training agreement.

Signed for and on behalf of South Australian Catholic school employers by:

Michael Kenny:



Date: 23 August 2017

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Catholic Church Endowment Society Incorporated T/A Catholic Education Office
(AG2017/3364)

SOUTH AUSTRALIAN CATHOLIC SCHOOLS ENTERPRISE AGREEMENT 2017

Educational services

COMMISSIONER JOHNS

SYDNEY, 30 AUGUST 2017

Application for approval of the South Australian Catholic Schools Enterprise Agreement 2017.

[1] On 7 August 2017, Catholic Church Endowment Society Incorporated T/A Catholic Education Office (**Applicant**) made an application for approval of the *South Australian Catholic Schools Enterprise Agreement 2017* (**Agreement**). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[1] The Applicant has provided written undertakings. A copy of the undertakings is attached as Annexure A. The Commission is satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. In any case, the Independent Education Union of Australia has indicated its acceptance of the undertakings.

[2] Subject to the undertakings referred to above, the Commission is satisfied that each of the requirements of ss 186, 187, 188 and 190, as are relevant to this application for approval, have been met.

[3] The Independent Education Union of Australia, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), the Commission notes that the Agreement covers this organisation.

[4] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 6 September 2017. The nominal expiry date of the Agreement is 31 July 2020.



COMMISSIONER

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Annexure A