
[1] An application has been made for approval of an enterprise agreement known as the Pulteney Grammar School Inc Enterprise Agreement (2015-2018) (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Pulteney Grammar School Inc. The Agreement is a single-enterprise agreement.

[2] Attached to the application for approval of the Agreement was advice, signed by the employer and by bargaining representatives, including the Independent Education Union (SA) Inc, which advised of errors in the pay rates set out in Schedule 5 - Salary and Allowances OSHC & ELC.

[3] This advice proposed a revised Schedule 5 to be inserted into the Agreement.

[4] I am not persuaded that the revised Schedule 5 can be described as an error that could be corrected pursuant to s.602 of the FW Act or that the FWC has the capacity to unilaterally alter the Agreement that was approved by the employees.

[5] However, I have set out below the revised provisions of Schedule 5 upon which the parties have now agreed and have undertaken to apply in lieu of the lesser rates described in Schedule 5 of the Agreement.
### SCHEDULE 5 – Salary and Allowances OSHC and ELC

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* Reference to a year or years of service in the industry

** An Assistant Director who holds an advanced Diploma (AQF 6/3 year qualified) must be paid no less than CSE 5.4

*** Paid to a Director or Assistant Director who holds an Graduate Certificate in Childcare Management
[6] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[7] The Independent Education Union (SA) Inc, 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) of the Act I note that the Agreement covers this organisation.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 June 2015. The nominal expiry date of the Agreement is 1 May 2018.

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<Price code J, AE414257 PR568137>
PULTENEY GRAMMAR SCHOOL INC
ENTERPRISE AGREEMENT (2015 – 2018)
## Arrangement

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PART 1. Application and Operation

Section 1: Administration

Clause 1: Title


Clause 2: This Agreement Binding Parties

This Agreement is between:

2.1 Pulteney Grammar School Inc.

2.2 The Employees of Pulteney Grammar School Inc. who, subject to 2.3 below, fall within the coverage of the Educational Services (Teachers) Award 2010 or the Educational Services (Schools) General Staff Award 2010.

2.3 Those excluded are:

(a) Staff employed as members of the School’s Executive;
(b) Heads of School;
(c) Senior managerial non-teaching staff who are not classified within the Education Support Officer classification structure and/or whose salary exceed the salaries pertaining to that classification structure as set out in the Agreement; and
(d) Employees whose principal duties are instructional services as defined in the Educational Services (Schools) General Staff Award 2010 and includes instrumental music tutors, choir masters and sport coaches.

2.4 It is intended that the Independent Education Union (South Australia) will give notice to FWC under Section 183 of the Act that it wants this Agreement to cover it.

Clause 3: Term of Agreement

3.1 This Agreement commences from seven (7) days after the date of approval by FWC and will have a nominal expiry date of 1st May 2018 and remains in place until replaced by another Agreement.

Clause 4: Renegotiation of this Agreement

4.1 The parties to this Agreement agree to commence negotiations for a replacement or variation to this Agreement no later than six months before the nominal expiry date of the Agreement.

Clause 5: Definitions

5.1 In this Agreement, unless the contrary intention appears, the definition of the Act applies to this Agreement.
5.2 In relation to the National Employment Standards (NES) and the more favourable provisions relating to them in this Agreement the definitions are as detailed in the Act.

5.3 **Agreement** means this *Pulteney Grammar School Inc Enterprise Agreement (2015-2018).*

5.4 **Award:** in this Agreement, unless the contrary appears, the *Educational Services (Teachers) Award 2010* and the *Educational Services (Schools) General Staff Award, 2010,* the **Award,** are those collectively referenced. When either Award is referenced that Award will be noted as **Teachers Award** or **General Staff Award** respectively.

5.5 **Employee** means those teaching and non-teaching **Employees** employed by Pulteney Grammar School Inc. (School) that have coverage under this Agreement as prescribed at Clause 2.

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

5.7 **FWC** means Fair Work Commission.

5.8 **Principal** means the **School’s** authorised manager of the activities and practices of Pulteney Grammar School Inc.

5.9 **School** means Pulteney Grammar School Inc.

5.10 **Service** is a period of employment by an **Employee** with Pulteney Grammar School.

5.11 **School’s Camp Programme** includes all year level camps that have an overnight component and are undertaken as part of the School’s curricular programme for students, excluding camps relating to areas such as Outdoor Education, LOTE, SOSE, Sport and Physical Education. It does not include overnight experiential trips undertaken as part of a co-curricular role or interstate or overseas trips.

5.12 **School days** are those days on which **Employees** are normally expected to be at **School** and the public holidays which occur other than in **School** vacation periods.

5.13 **School Pay Year** means the period of twelve (12) months, commencing on the first day teachers are required to attend the School, whether or not students are present, for the new education year, as determined by the School.

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

5.15 **Union** means the Independent Education Union South Australia Inc.

5.16 **Years of Service,** when applied to a teacher, means the total years of teaching experience gained as a teacher in South Australian schools or pre-schools or in comparable schools outside South Australia including employment as a casual, temporary or replacement teacher. **Years of Service,** when applied to a non-teaching **Employee,** means the total years of employment at the **School**.

**Clause 6:** Access to the Fair Work Act Information Statement, Awards and Agreement

6.1 The **School** will include the Fair Work Information Statement in the employment package provided on appointment.
6.2 This Agreement, the Awards and the Act, will be accessible to Employees through the School intranet.

6.3 The NES are acknowledged in this Agreement and will be accessible to Employees through the School intranet.

6.4 Consistent with section 57 of the Act, the terms of the Award will not apply whilst this Agreement operates.
Section 2: Employees

Clause 7: Employees and a School Charter

7.1 This Agreement is predicated on acknowledgement of the core qualities and responsibilities of those employed by the School. Therefore, the objectives of this Agreement are:

7.2 A statement of values and commitments

Pulteney Employees believe in the power of education to make a difference to the lives of individuals and to society. As Employees we are committed to giving students the best education possible for them to lead fulfilling, purposeful and productive lives. We bring to the role high levels of professional knowledge, expertise and ethical commitment.

We acknowledge and support the strategic direction of Pulteney Grammar School.

TEACHING
1. Teachers set high standards for every student and respond to individual needs. We challenge students to be all that they can be, to set demanding goals for themselves and to make a contribution to others.

2. We provide a stimulating learning environment. We create schools that welcome students and foster the development of values, so that all students, whatever their personal circumstances, can participate and thrive. We provide experiences that engage each student’s capacity to learn.

3. We inspire students to discover the joy of learning, drawing them into a world of knowledge, ideas and creativity. Our ambition for all is a lifelong engagement with learning.

4. We are specialists in teaching and learning. We have the expertise in student development, including how young people gain knowledge, learn to think critically and develop creativity.

5. The teaching profession sets itself demanding standards. We act with judgement, integrity and respect to build the trust and confidence necessary for successful learning.

THE WORKPLACE
1. Our practice reflects the essential balance between conserving and renewing what is, and anticipating and building what can be. We work in partnership with colleagues, families, other professionals and the wider community.

2. We take responsibility for the development and renewal of our profession. We act to advance the quality and reputation of the school through professional learning and reflection.

3. We support the ethos, philosophy and religious ideology of Pulteney Grammar School.

4. We model a commitment to family.

5. We 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 Pulteney Grammar School.

6. We 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 Pulteney Grammar School, the value of Australian Indigenous Cultures.

Clause 8. National Employment Standards

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

- Maximum weekly hours of work;
- Requests for flexible working arrangements;
- Parental Leave and related entitlements;
- Annual Leave;
- Personal/Carer’s Leave and Compassionate Leave;
- Community Service Leave;
- Long Service Leave;
- Public holidays;
- Notice of termination and redundancy pay;
- Fair Work Information Statement.

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

Clause 9: Entitlements

9.1 Parental Leave

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

(1) for an Employee who is entitled to take, and does take, unpaid birth-related leave or adoption-related leave under section 70 of the Act, and who is or will be the primary carer of the child, the first 12 weeks of that leave will be paid leave by the School;

(2) an Employee with service of at least the amount prescribed in section 67(1) or (2) of the Act whose spouse or de facto partner gives birth to a child or adopts a child is entitled to paid leave for 15 School Days within 6 months of the date of birth or the day of placement of the child;

(3) the rate of payment for paid leave under this Clause will be the Employee’s permanent fraction of time plus any regular allowances payable immediately before commencing the leave.

(b) If an Employee receives a payment under this Clause in respect of a period of parental leave, and the Employee subsequently takes a further period of parental leave in respect to the birth or placement of another child, the Employee will not be entitled to a further payment under this Clause unless the Employee has returned to work at the School and accrued at least 12 months continuous service, in their substantive position, (albeit with a reduced time fraction), between the date that the Employee returned to work after the previous period of parental leave and the date that the Employee commences the subsequent period of parental leave. The rate of payment for this subsequent period of paid leave will be the Employee’s fraction of time plus any regular allowances payable, averaged over the 12 months immediately before commencing the leave.
(c) Any paid leave taken in accordance with Clause 9.1(a) will count as service, however leave will not accrue.

(d) An Employee's entitlement to paid leave under Clause 9.1(a) does not affect, and is not affected by, an Employee's entitlement to paid parental leave under the Paid Parental Leave Act 2010 (Cth), or any other instrument.

9.2 Child Rearing Leave

(a) In addition to Parental Leave, an Employee who takes Parental Leave for his or her available Parental Leave period (as defined in section 75(2) of the Act) is entitled to Child Rearing Leave for a maximum of 52 weeks until a child reaches school age. An employee who is granted an extension to their unpaid parental leave under section 76 of the Act will have this extension deducted from any child rearing leave entitlement.

(b) Child Rearing Leave is leave without pay and is available only for the care of pre-School aged children.

(c) Employees must, not less than 10 weeks prior to the proposed start of Child Rearing Leave, give the School written notice of the dates on which they propose to start and finish the period of leave. Employees are not in breach of this requirement if in compelling circumstances they are required to become the primary care giver of a child.

9.3 Personal/Carer’s Leave

(a) Full-time Employees are entitled to 10 days of paid Personal/Carer’s Leave upon commencement of their employment with the School and a further 10 days Personal/Carer’s Leave on the commencement of each succeeding year of continuous service with the School. Part-time Employees are entitled to receive annually a pro rata fraction of the full-time entitlement.

(b) An Employee (other than a casual Employee) who 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, if required by the employer.

(c) 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.

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

- Acquired Immune Deficiency Syndrome;
- Chicken Pox;
- Diphtheria;
- Erysipelas;
- Glandular Fever;
- Herpetic Whitlow;
- Infectious Hepatitis;
- Infectious Mononucleosis;
- Measles;
- Meningitis;
- Mumps;
- Poliomyelitis;
• Rubella;
• Scarlet Fever;
• Staphylococcal Infection;
• Typhoid;
• Whooping Cough;
• Cholera;
• Small Pox;
• Yellow Fever;
• Malaria;
• Tuberculosis;
• Guardia;
• Other diseases as the School may determine by notice to Employees

following proof of the disease within the School and related activities, and where a medical practitioner is of the opinion that in all probability the disease was contracted by the Employee while on duty as a result of contact with the children or other Employees of the School then the Employee must be granted Special Leave with pay not debited from the Employee’s paid Personal/Carer’s Leave credit.

(e) Any leave granted under this Clause cannot exceed 52 weeks in total, whether taken in one period or in broken periods, for one particular disease.

(f) Part-time Employees will be entitled to leave under this clause, on a pro rata basis, but the leave granted cannot exceed 52 weeks in total, whether taken in one period or in broken periods, for one particular disease.

9.4 Community Service Leave

9.4.1 Jury Service

The Community Service Leave provisions of the NES apply, but in addition for all Employees, the School will reimburse an Employee the difference between the amount paid by the court for attendance at jury service and the amount of salary the Employee would have received in respect to the ordinary time earnings the Employee would have worked, had the Employee not been on jury service. Payment is subject to the Employee providing both evidence (e.g. from the Sherriff’s office) of attendance on jury service for the dates claimed and evidence of the amount paid to the Employee by the court, in accordance with the NES.

9.4.2 Emergency Services

An Employee is entitled to be absent from work on other Community Service Leave such as a voluntary emergency management activity (e.g. CFS - Country Fire Services and SES – State Emergency Services) where the Employee is a registered member of the applicable emergency service and is called out by the service to attend for emergency duty, provided that, the Employee provides evidence of such required attendance from the emergency service involved (e.g. a certificate of attendance from the CFS and SES, as applicable), in accordance with the NES. Payment for such Community Service Leave (not including jury service) is non-payable.

9.5 Special Leave

(a) The School may, where reasonable cause exists, grant to an Employee Special Leave with or without pay for any period and upon such conditions as are mutually agreed with the Employee.

(b) Special Leave granted is in addition to any other leave to which an Employee is entitled to under the Agreement or the NES.
(c) Leave without pay will not be taken into account in calculating a period of service for any purpose nor for calculating Long Service Leave. However, absence on leave will not break continuity of service.

9.6 Redundancy Entitlements – Teachers

This Agreement provides more favourable entitlements than the NES relating to notice, consultation, and redundancy pay in the event of redundancies – see Clause 26 of this Agreement.

9.7 Notice of Termination of Employment

This Agreement provides more favourable entitlements than the NES relating to notice of termination of employment for teachers and for general staff with not more than 1 year's service – see Clause 25.1 in respect of teachers and Clause 41.1 in respect of general staff.

9.8 The entitlements in this Clause do not apply to casual Employees, unless otherwise stated.

Clause 10. Long Service Leave

Long Service Leave is provided for in the Long Service Leave Act 1987 (South Australia).

Clause 11. Flexibility

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

(a) the individual flexibility arrangement deals with one or more of the following matters:
   (1) arrangements about when work is performed;
   (2) overtime rates;
   (3) penalty rates;
   (4) allowances;
   (5) leave loading;
   (6) period of annual leave.

(b) the arrangement meets the genuine needs of the School and the Employee in relation to one or more of the matters mentioned in paragraph 11.1(a) above; and

(c) the arrangement is genuinely agreed to by the School and the Employee.

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

(a) are about permitted matters under section 172 of the Act; and

(b) are not unlawful terms under section 194 of the Act; and

(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

11.3 The School must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the School and Employee; and
(c) is signed by the School and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

(d) includes details of:

(1) the terms of this Agreement that will be varied by the arrangement; and
(2) how the arrangement will vary the effect of the terms; and
(3) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
(4) states the day on which the arrangement commences.

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

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

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

Clause 12: Consultative Committee

12.1 The parties recognise the need for, and merit, of ongoing involvement of Employees in the development and evaluation of School policies, practices and programmes. The parties accordingly agree to the operation of a Consultative Committee.

12.2 The parties agree that the Consultative Committee should meet at least once each School term to discuss issues of mutual interest and/or concern with a view to developing flexible, productive and efficient work practices at the School. Issues from all employment areas of the School can be discussed. The School will, where possible, convey strategic plans that may impact on the existing work practices and employment conditions of Employees at the School. Meeting dates will be scheduled in the School calendar.

12.3 The parties agree that proposed changes impacting on existing conditions at the School will be a matter for consultation by the Consultative Committee.

12.4 The parties agree that any definite decisions for changes impacting on existing conditions at the School will be notified, in writing, to the Employees. The Employees are entitled to notify their Union, or other representatives for advice.

12.5 The parties agree any consultative arrangements are purely advisory in nature and decisions remain the prerogative of the School.

12.6 The Consultative Committee will consist of elected representatives of the Employees bound by the Agreement and nominated members of School management. Opportunity will be given for at least one Junior School teaching Employee, at least one Senior School teaching Employee and at least one non-teaching Employee to be elected to the Committee. The Consultative Committee should have a maximum of two (2) School management representatives and a maximum of five (5) Employee representatives but will have the power to co-opt additional members as required to assist with specific issues.

12.7 One elected Union representative employed by Pulteney Grammar School Inc. will automatically be a member of the Committee.
12.8 The School supports professional development of all Employees, and acknowledges training in industrial matters as part of the professional development of Consultative Committee members. The School will grant each Employee Consultative Committee representative one (1) day's paid leave per year to attend training related to this role. Such leave is non cumulative.

12.9 Chairing the Committee will alternate between the Principal (or representative) and a Committee member representing the Employees.

Clause 13. Dispute Resolution

(1) If a dispute relates to:
   (a) a matter arising under the Agreement;
   (b) the National Employment Standards; or
   (c) any industrial matter
      this clause sets out procedures to settle the dispute.

(2) Any party to the dispute may appoint a representative for the purposes of the procedures in this clause.

(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.

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

(5) The Fair Work Commission may deal with the dispute in 2 stages:
   (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
   (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
      (i) arbitrate the dispute; and
      (ii) make a determination that is binding on the parties.

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

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

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

(6) While the parties are trying to resolve the dispute using the procedures in this clause:
   (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
   (b) an Employee must comply with a direction given by the School to perform other available work at the same workplace, or at another workplace, unless:
      (i) the work is not safe; or
(ii) applicable health and safety legislation would not permit the work to be performed; or

(iii) the work is not appropriate for the Employee to perform; or

(iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

(7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

Clause 14. Consultation regarding major workplace change

14.1 This Clause applies if:

(a) the School has made a definite decision to introduce a major change to production, programme, organisation, structure, or technology in relation to its enterprise, and the change is likely to have a significant effect on Employees of the School; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

14.2 The School must, as soon as practicable, notify the relevant Employees and the Union of the decision to introduce the major change.

14.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

If:

(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and

(b) the Employee or Employees advise the School of the identity of the representative, the School must recognise the representative.

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

(a) discuss with the relevant Employees:

   (i) the introduction of the change;
   (ii) the effect the change is likely to have on the Employees;
   (iii) measures the School is taking to avert or mitigate the adverse effect of the change on the Employees, and

(b) for the purposes of the discussion – provide, in writing, to the relevant Employees and their chosen representative and the Union:

   (i) all relevant information about the change including the nature of the change proposed;
   (ii) information about the expected effects of the change on the Employees, and
   (iii) any other matters likely to affect the Employees.

14.5 However, the School is not required to disclose confidential or commercially sensitive information to the relevant Employees.
14.6 The School must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and the Union.

14.7 If a term in this Agreement provides for a major change to production, programme, organisation, structure or technology in relation to the enterprise of the School, the requirements set out in sub-clauses 14.2, 14.3, 14.4 are taken not to apply.

14.8 In this term, a major change is likely to have a significant effect on Employees if it results in:

(a) the termination of the employment of Employees;
(b) major change to the composition, operation or size of the School's workforce or to the skills required of Employees;
(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
(d) the alteration of hours of work;
(e) the need to retrain Employees;
(f) the need to relocate Employees to another workplace, or
(g) the restructuring of jobs.

14.9 A proposed change to a teacher's timetable in respect of academic classes and student activities is not of itself a change to the teacher's regular roster or ordinary hours of work. The obligation to notify under clause 14.2 and consult under clause 14.4 only arises where there is a proposed change to a teacher's timetable which has the direct effect of changing the Employee's number of ordinary hours of work.

14.10 In this Clause, relevant Employees means the Employees who may be affected by the major change.

15. Union Related Matters

15.1 The School must permit an Employee who is the School representative of a registered Union that is entitled to represent the industrial interests of any Employees, to post notices on a common room notice board.

15.2 The representative will be permitted, in working hours (other than timetabled teaching time), to meet the Principal or Principal's representative on Union business. These interviews must take place at a time and place convenient to both parties.

15.3 Any meetings of Union members who are employed at the School must be held in accordance with the Act.

16. Method of Remuneration

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

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

16.3 Payslips will be emailed to Employees at their nominated email (when an email address has been nominated); alternatively printed payslips will be provided as requested.
17. Superannuation

17.1 Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of Employees and the School. Under superannuation legislation, individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, all contributions made by the School will be paid into NGS or its successor. NGS is a My Super compliant superannuation fund (unique identifier 73549180515789).

17.2 The School must make superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the School being required to pay the Superannuation Guarantee Charge under superannuation legislation with respect to that Employee.

(a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the School to pay on behalf of the Employee, a specified amount from the post taxation remuneration of the Employee into the same superannuation fund as the School makes the superannuation contributions provided for by this Clause.

(b) An Employee may adjust the amount the Employee has authorised the School to pay from the remuneration of the Employee from the first of the month following the giving of one month’s written notice to the School.

(c) The School must pay the amount authorised under Clauses 17.1(a) and 17.2(b) no later than 28 days after the end of the month in which the deduction authorised under Clause 17 was made.

17.3 Contributions will be paid monthly on behalf of all Employees for whom contributions are required to be made.

17.4 Despite the above, the School will not be required to contribute to more than two (2) funds in respect of any individual Employee.

18. Salary Packaging

18.1 At an Employee’s request, the School may, at its discretion, enter into arrangements whereby the Employee receives a benefit in lieu of part of their salary. This may include salary sacrifice of additional superannuation contributions over and above the requirements of the superannuation legislation. Total remuneration is not reduced by these arrangements except for the cost of any Fringe Benefits Tax to the School. Any such agreement will be in writing, signed by both parties.

18.2 “Total Remuneration” means total salary payable directly or indirectly, whether in cash or in kind, by the School to the Employee including employer superannuation benefits payable by the School in satisfaction of the superannuation legislation.

18.3 Any agreement under this clause will be made;

(a) Clearly specifying the arrangement, including the agreed value of any non-salary item, the net impact on take home salary and the liability for taxation and administration obligations and expenses which may arise from the arrangement;

(b) Recommending that the Employee take independent financial advice prior to signing any
written agreement.

18.4 Any agreement made under this **Clause** may be terminated by either party by giving 28 days’ written notice.

18.5 If there is any change to taxation legislation that affects salary packaging, an **Employee** will not be compensated by the **School** for any resultant cost or loss suffered by the **Employee**.

19.  **School Fees Discount**

19.1 All replacement and temporary Employees employed by the School for a period greater than 12 months, and all permanent Employees, will be entitled to a rebate of basic tuition fees payable in respect of any child of such Employee in attendance at the School as a student. For Employees employed at 0.5FTE and over, the rebate will be 50% of basic tuition. Employees employed at less than 0.5FTE will be entitled to a fee remission of 25% of basic tuition.

19.2 Clause 19.1 will not apply retrospectively to Employees employed by the School prior to this Agreement, except where an Employee would previously have been ineligible for a fee remission but would be entitled under this clause.

19.3 No further rebate will apply in conjunction with these rebates.

19.4 All Employees with children in attendance at the School as students, are entitled to utilise the School’s Out of School Hours Care facility for each of their children in line with the following stipulations:

19.4.1 The following days are provided **at no charge** for each child (subject to adherence to the relevant OSHC policies and guidelines relating to bookings, cancellations and excursions).

- “Week 0” – the week prior to Term One commencement
- The student-free week at the conclusion of the academic year
- The two professional learning days at the commencement of Terms 2 and 3

19.4.1.1 In addition, access to Vacation Care (**subject to adherence to the relevant OSHC policies and guidelines relating to bookings, cancellations and excursions**) for **one (1) full day each vacation period at no charge** being between Term 1 & Term 2, Term 2 & Term 3, Term 3 & Term 4, Term 4 & Term 1 of the following year.

19.4.1.2 **One (1) After School Care session from 3.30 – 6.00pm one day per week during term time at no charge** (**subject to adherence to the relevant OSHC policies and guidelines relating to bookings and cancellations and excursions**). An after school care session if not used in the given week can be “banked” for each child and carried forward. Such accumulated days will become null and void for each child at the end of term 2, and end of term 4. There is no entitlement for Employees to access these days before they fall due.

19.4.2 **At all other times**, all Employees with children in attendance at the School as students, are entitled to utilise the School’s OSHC facility at the **discounted rate** commensurate with the fee remission calculation in Clause 19.1.
The discount does not apply to excursion costs or non-attendance or late cancellation fees applied in accordance with the OSHC cancellation policy.

19.5 An Employee will be ineligible for School fee and OSHC remission during periods of unpaid leave exceeding six (6) months.

20. Co-curricular Activities

20.1 The Co-curricular commitment of all teaching staff employed at 0.5FTE or above is one activity in any school year.

20.2 No allowances are payable in respect of staff fulfilling their co-curricular commitment.

20.3 Allocation of Co-curricular Activities is to be approved by the Principal. In allocating co-curricular activities to staff, consideration will be given to preferences of staff and to previous co-curricular undertakings. The Consultative Committee may also be involved in this process where staff have concerns about co-curricular activities.

20.4 Co-curricular travel allowance

If an Employee is required by the School to use the Employee’s vehicle in the performance of co-curricular duties, they will be entitled to be paid a travel allowance. This allowance is reimbursed as per the ATO guidelines for claiming a deduction for car expenses. The Employee is required to maintain a vehicle logbook to substantiate this claim. A capped amount of $280 per annum will apply.

An Employee claiming the Co-curricular Travel Allowance is not eligible for taxi costs to be paid or reimbursed by the school for co-curricular activities.

21. Employee Assistance Programme

The School will offer Employees the opportunity to access subsidised professional assistance from an external organisation that provides a counselling service.
Section 3. Teachers

22. Definitions

In this Part:

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

23. Teacher Duties and Load

a) The teaching load of a Pulteney Grammar School teacher (permanent, replacement, temporary or casual), shall comprise of multiple duties including but not limited to:

- timetabled lessons
- relief lessons ("pinkies")
- pastoral care sessions such as home group/tutor group
- house meetings and other pastoral care responsibilities
- chapels
- assemblies
- yard duty
- co-curricular
- camps (or the undertaking of reasonable additional teacher duties in lieu of required attendance)
- excursions & excursions
- information evenings
- house events
- professional learning (external and internal)
- collaborative planning and meeting time
- whole school, sub-school and faculty sanctioned meetings
- preparation
- marking
- student assessment
- report writing
- parent/teacher/student interviews
- staff meetings
- behavioural management programmes
- duties supporting the religious and/or philosophical ethos of the School

b) Teacher duties shall be determined by student learning needs, current and future. Accordingly, duties may be subject to change between terms, semesters and/or academic years. The allocation of teacher duties that comprise an individual Employee’s teaching load shall be determined by the Employer and shall by necessity, vary between individuals so as to permit flexibility to match student learning needs with the knowledge, skills, abilities, experience, interests and needs of the individual employee whilst ensuring that when assessed as a whole, teaching loads are comparably equitable across like type Employees.

The Principal makes a commitment to discuss with relevant staff, workload issues through a process of consultation, through the School’s Consultative Committee and working parties. This consultation will occur during the life of the Agreement. The parties recognise that workload issues are an ongoing matter to be addressed within the School both cautiously and carefully taking into account a number of factors including but not limited to business and service efficacy. Teacher workloads will be regularly monitored and addressed by the Principal.
24. Contract of Hiring

24.1 General Provisions

(a) All Employees will be employed as permanent full-time, permanent part-time, replacement, temporary, or casual Employees, subject to the provisions in Clause 24.4 (Employment Categories).

(b) On appointment, the School will provide the Employee (other than a casual Employee) with a letter of appointment stating the Employee's FTE, classification, rate of salary applicable on commencement and co-curricular commitment.

(c) The conditions of employment outlined in Clause 24.4 cannot be altered except by mutual agreement between the School and the Employee or in accordance with Clause 26 (Redundancy).

(d) Where the School and the Employee agree to a temporary increase in the Employee's hours of work, the extra proportion of teaching time will be a separate contract of employment for casual work subject to the conditions of Clause 24.4(d) (Temporary Employees) except that the minimum hourly provisions of Clause 24.4(e) (Casual Employees) may be disregarded. The Employee's remuneration for the extra work will be paid at the casual rate of the Employee's incremental step in the salary scale.

(e) All appointments will be in accordance with the salary scale in Schedule 1 having regard to the qualifications, experience, duties and responsibilities of the Employee concerned.

(f) An Employee must comply with the Principal's reasonable directive to carry out the classroom teaching duties as are within the limits of the Employee's skills, competence and training.

(g) On engagement the School may require an Employee to supply:

1. documentary evidence of the Employee's experience and qualifications or other evidence satisfactory to the School as to the Employee's suitability to perform the duties the Employee would be required to undertake; and
2. a certificate from an approved legally qualified medical practitioner that the Employee is of sound health and free from any physical or mental defect likely to impair the Employee's ability to perform the duties required. The School must pay for the cost of obtaining the certificate.

24.2 Probation

(a) All appointments other than appointments to replacement, temporary, or casual positions will be regarded as probationary of six (6) months. The School may at its discretion reduce or waive the probationary period. If the Employee's employment is continued after the probationary period the employment will be deemed to be permanent.

(b) During the probationary period the Employee will receive relevant induction, other professional assistance as deemed necessary by the School and participate in a performance appraisal.

(c) During the probationary period an Employee who is deemed by the School to be unsatisfactory is to be advised accordingly in writing and counselled.

24.3 During the probationary period an Employee who is not to be confirmed as permanent is to be given notice of termination as detailed in Clause 25.
24.4 Employment Categories

(a) With the exception of probationary Employees, all Employees other than replacement, temporary, fixed term or casual Employees will be deemed to be permanent.

(b) A full-time Employee is any Employee who is not part-time or casual.

(c) Part-time Employees

(1) A part-time Employee is an Employee who is engaged to work on a regular basis for less than the hours of a full-time Employee in the School.

(2) A part-time Employee is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Employee from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Employee in the School.

(4) Each appointment of a part-time Employee will be expressed as a decimal fraction (eg. 0.55) being the ratio of the number of contact hours allocated to the part-time teacher to the number normally allocated to a full-time Employee at the School.

(5) The School cannot vary a part-time Employee's days of attendance unless:
- the Employee consents; or
- where such a variation is required as a result of a change in funding, enrolment, curriculum or education delivery, and the School provides seven weeks' notice in writing.

(6) A part-time Employee can reasonably be expected to participate in all School related activities on those days on which that Employee normally works at the School and such other times as are negotiated with the School.

(d) Temporary Employees

(1) An Employee may be hired on a temporary basis for a period not exceeding 12 months to:
- fill an unforeseen vacancy pending filling of the position on a permanent basis;
- fill a position established on a "trial" basis e.g. consequent upon experimental curriculum change;
- fill a position sustained by specific purpose qualified funding provided by the Government;
- undertake a specific new activity or project expected to take no longer than 12 months; or
- provide additional teaching staff for temporary increase in enrolments at the School.

(2) Either party may terminate the contract of hiring by providing 2 weeks' notice in writing, unless the School is required under the NES to give more notice, in which case the NES will prevail.

(3) If the required notice of termination is not given, the School 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.

(e) Casual Employees

(1) A casual Employee is one engaged on a day-to-day basis for a continuous period of not more one term.

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

(3) Where the required notice of termination is not given, the School must pay or the
Employee must forfeit the salary which would have been payable for the next day's employment.

(5) Casual Employees may be employed for less than a full day but not for less than 3 consecutive hours.

(f) Replacement Employees

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

(2) A replacement Employee may be hired to replace an employee absent on approved leave of any kind. However, the replacement Employee does not have to fill the position vacated by the employee on leave.

(3) Before an employer hires a replacement Employee the employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

(4) Either party may terminate the contract of hiring by providing 2 weeks notice in writing.

(5) If the required notice of termination is not given, 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.

(6) Replacement Employees hired for less than a full school term are paid at the casual rate.

(7) Replacement teachers hired for a full term or more must be paid at their appropriate incremental step with pro-rata entitlement to sick leave, annual leave and annual leave loading.

25. Termination of Employment

25.1 Notice of Termination by School

(a) In order to terminate the employment of an Employee, the School must give the Employee at least 6 (six) Term Weeks' notice in writing.

(b) Payment in lieu of notice must be made if the appropriate notice to work is not given.

(c) The period of notice in this Clause does not apply in the case of:

- dismissal for conduct that at common law justifies instant dismissal;
- summary dismissal for serious neglect of duty, wilful and/or serious misconduct, refusal to obey any reasonable order, persistent absence from duty without proper cause;
- replacement Employees;
- temporary Employees;
- casual Employees.

(d) Where the School has given notice of termination to an Employee, the Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the School.

25.2 Notice of Termination by Employee

(a) In order to terminate his or her employment an Employee must give the School at least 6 Term Weeks' notice in writing.
(b) The *School* may reasonably reduce or waive the required period of notice in extenuating circumstances once the *Employee* has given 6 Term Weeks’ notice of intent (in writing). The *School* may not unreasonably refuse to reduce or waive the notice.

(c) Notice of intent given by an *Employee* does not become binding as notice to terminate until such notice to terminate is received by the *School* in writing.

(d) Where an *Employee* does not give the appropriate notice and there is no agreement to reduce or waive the notice period, the *School* may withhold payment of salary and allowances outstanding to the *Employee* equal to the length of time the notice was deficient.

25.3 Termination due to incapacity

(a) If, in the opinion of the *School*, an *Employee* who by reason of physical or mental incapacity is not or would not be able to:

- perform adequately the work genuinely and reasonably required for the employment or position in question; or
- perform the work without endangering him or herself or other persons; or
- respond adequately to situations of emergency that should reasonably be anticipated in connection with the employment or position in question, and where a medical practitioner confirms that the incapacity is of a permanent nature, then the *School* may retire the *Employee* from his or her employment.

(b) An *Employee* who fulfils the above provisions must, upon the request of the *School*, and at the *School’s* expense, submit to a medical examination or examinations. Failure to attend the medical examination without reasonable cause will be deemed to be evidence of incapacity.

(c) An *Employee* is entitled to use all Personal/Carer’s Leave credit before retirement under this Clause, subject to the evidentiary requirements prescribed at sub-clause 9.3.

25.4 Statement of Service

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

26. Redundancy

26.1 Definition

"Redundancy" in this Clause means the loss of employment due to the *School* no longer requiring the job the *Employee* has been doing to be performed by anyone or because of the insolvency of the *School* and "redundant" has a corresponding meaning.

26.2 Exclusion

This Clause does not apply to *Employees* excluded from the application of Division 11 of Part 2-2 of Chapter 2 of the Act.

26.3 Discussions before Termination

(a) Where the *School* has made a definite decision that it no longer wishes the job the *Employees* have been doing to be done by anyone and that decision may lead to
termination of employment, the School must have discussions as soon as practicable with the
Employees directly affected, their chosen representative and the Union. Discussions
must include:

- the reasons for the proposed terminations;
- measures to avoid or minimise the terminations;
- the criteria used for selection;
- measures to mitigate the adverse effects of any terminations on the Employees
  concerned.

(b) For the purposes of such discussion the School must as soon as practicable provide in
writing to the Employees concerned, their chosen representatives and the Union all
relevant information about the proposed terminations, including:

- the reasons for the proposed terminations;
- the number and category of Employees likely to be affected;
- the number of Employees normally employed;
- the period over which the terminations are likely to be carried out.

The School is not required to disclose confidential information, the disclosure of which,
when looked at objectively would be against the School's interests.

26.4 Period of notice of termination on redundancy or partial redundancy

(a) If the services of an Employee are to be terminated due to redundancy then the Employee
must be given written notice that in ten (10) Term Weeks the position occupied by the
Employee will be declared redundant or partially redundant.

(b) If the School fails to give notice of termination as required, the School must pay to that
Employee the ordinary rate of pay for a period being the difference between the notice
given and that required to be given. If the School makes payment in lieu for all or any of the
period of notice, then the period for which the payment is made will be treated as service for
the purpose of calculating any service related entitlements of the Employee and will be
deemed to be service with the School for the purposes of the Long Service Leave Act 1987.

(c) If alternative employment cannot be provided at the end of the ten (10) Term Weeks term
specified above, the School may terminate the employment of the Employee. The notice of
termination must be in writing and must be accompanied by copies of all written endeavours
to locate alternative employment.

26.5 Time off during notice period

During the period of notice of termination given by the School, the School must attempt to
provide for the continuing employment of the Employee by granting reasonable paid leave of
absence, of at least one day, to the Employee being retrenched for the purpose of seeking other
employment.

26.6 Redundancy pay

(a) In addition to the period of notice prescribed for termination in Clause 26.4, an Employee
whose employment is terminated by reason of redundancy is entitled to the following
amounts of redundancy pay in respect of a continuous period of service:

12 weeks' salary plus 1 week's salary for each year or part year of continuous service with
the School up to a maximum of 12 weeks. (Total maximum is 24 weeks).

(b) The redundancy payment with Annual Leave, Annual Leave Loading, Long Service Leave
payment and all other entitlements must be paid in a lump sum on the last working day of
employment.
(c) The Employee must be provided with a statement detailing how the monetary entitlement was calculated.

(d) The Employee must be provided with a Statement of Service including the reason for the termination of employment, the length of service and an evaluation of the work performed in that time.

(e) If an Employee is entitled to be paid an amount of redundancy pay by the School under this clause, and the School obtains other acceptable employment for the Employee, or cannot pay the amount, the School may make application to FWC under Section 120 of the Act for a determination that the amount of redundancy pay is reduced to a specified amount (which may be nil) that FWC considers appropriate. If such a determination is made, the amount of redundancy pay to which the Employee is entitled is the reduced amount specified in the determination.

(f) An Employee is not entitled to redundancy pay under this Clause if the circumstances are as set out in Section 122 (2) of the Act (which relates to a transfer of employment where service with the first employer counts as service with the second employer) or Section 122(3) of the Act (which relates to an Employee rejecting an offer of employment made by another employer in certain circumstances), unless FWC makes an order under Section 122(4) of the Act.

26.7 Employee leaving during notice period

An Employee whose employment is terminated on account of redundancy may terminate his or her employment during the ten (10) Term Week period provided in Clause 26.4(a) by the giving of at least one week’s notice in writing. In this case, the Employee is entitled to the same benefits and payments under this Clause as if remaining with the School until the expiry of the notice period. The Employee is not entitled to payment in lieu of notice. The Employee will not be entitled to payment of salary beyond the resignation date.

26.8 Partial redundancy

(a) Where an Employee is transferred to lower paid duties by reason of redundancy, the Employee must be given ten (10) Term Weeks’ notice and the School may, at the School’s option, make payment instead of an amount equal to the difference between the former rate of salary and the new rate of salary for the number of weeks of notice still owing.

(b) Where an Employee is given notice of partial redundancy, the Employee may within one month of receipt of such notice elect to declare the position wholly redundant in which case all provisions of this Clause in relation to total redundancy will apply.

(c) Where partial redundancy is accepted by an Employee a pro rata compensatory redundancy payment in accordance with Clause 26.6(a) will be provided to the Employee at the date when the partial redundancy takes effect.

27. Disciplinary Action

27.1 Summary dismissal

(a) If an Employee:
   • is guilty of serious and wilful misconduct;
   • is persistently absent for duty without proper cause;
   • is guilty of serious and wilful neglect of duty;
   • refuses to obey any reasonable order;
   or for any other lawful cause that justifies summary dismissal at common law, the
School may terminate the employment of the Employee without notice.

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

27.2 Disciplinary action and dismissal in other circumstances

(a) If an Employee is negligent, inefficient, incompetent or unsatisfactory in the discharge of his or her duties, then the School must inform the Employee of the particulars, in writing, and provide counselling to assist the Employee to overcome the inefficiencies or incompetence.

(b) The procedure detailed above will be repeated over a period covering at least six (6) months before notice of termination is given to the Employee, unless a shorter period is agreed between the parties.

(c) Notice of termination will be in writing giving at least six (6) Term Weeks' notice and will state the reasons for the termination and details of the counselling provided.

28. Employment outside the School

28.1 An Employee must not undertake any other paid employment which, in the opinion of the School, would interfere with the efficient discharge of the Employee's duties in the School, or in any way be in conflict with or, prejudice the interests of, the School.

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

29. Meal Break

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

29.2 The meal break will be for not less than 30 minutes, no later than 5 hours after commencing work, except where an Employee is rostered for supervision duties (on a particular day) during the students' lunch period, in which case the duration of the meal break will be not less than 20 minutes.

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

29.4 The above provisions will not apply:

(a) to an Employee who is absent from the School at the relevant time due to activities such as excursions or School camps; or
(b) on days when students remain indoors because of inclement weather.

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

30. Salary Rates and Allowances

30.1 The minimum salary per annum payable to a full-time Employee, and the salary increases payable under this Agreement will be in accordance with Schedule 1 (Salaries and Allowances - Teachers) and Schedule 2 (Classification Structure - Teachers) and will apply from the first full pay period on or after 1 May in each year of the Agreement.
30.2 The weekly rate of pay for an Employee will be determined by dividing the annual rate by 52.18 and the fortnightly rate by dividing the annual rate by 26.09.

30.3 Part-time Employees

(a) A part-time Employee will be paid pro rata, at the same rate as a full-time Employee in the same classification.

30.4 Casual Employees

(a) Employees engaged on a casual basis for a period of up to and including 5 consecutive School Days will be remunerated at the casual daily rate calculated as follows:

\[ \text{Daily rate} = \frac{\text{Annual Salary at Teacher Step 3}}{52.18} \times 5 \times 125\% \]

(b) Employees engaged on a casual basis for more than 5 consecutive School Days will be remunerated at a daily rate calculated as follows and utilising the Employee's correct incremental step in accordance with qualifications and years of teaching experience as detailed in Schedule 2:

\[ \text{Daily rate} = \frac{\text{Annual Salary}}{52.18} \times 5 \times 125\% \]

(c) Employees engaged on a casual basis for less than 1 School Day will be paid an hourly rate calculated by dividing the daily rate by 5.5. A minimum payment of 3 hours will apply.

30.5 Camp allowance

Employees required to attend the School's Camp Programme as part of their teaching duties, will be paid a Camp Allowance in accordance with Schedule 1.

31. Payroll Deductions

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

32. Higher Duties

If an Employee is required by the School to perform duties applicable to a higher classification for a continuous period exceeding five working days, then the Employee must be paid the rate prescribed for the higher classification for the entire period the work is undertaken.

33. Annual Leave

33.1 Period of leave

(a) Annual Leave is provided for in the NES. This Clause supplements the NES.

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

33.2 An Employee may take annual leave re-credited in accordance with the NES only during non-Term weeks as directed by the School.
34. **Pro rata** Payment of Salary Inclusive of Annual Leave

34.1 This **Clause** incorporates the **NES** entitlement with respect to annual leave.

34.2 The provisions of this **Clause** will apply:

(a) in the calculation of payment in regards to **pro rata** salary where an **Employee's** employment ceases; or

(b) in the calculation of payment in regards to **pro rata** salary if:
   - an **Employee** commenced employment after the **Service Date**;
   - an **Employee** has taken leave without pay of more than two (2) **Term Weeks** since the **Service Date**; or
   - the hours which an **Employee** has worked have varied since the **Service Date**.

34.3 Calculation of payments

\[ P = \frac{s \times c - d}{b} \]

*P* is the payment due.

*s* is the total salary paid in respect of **Term Weeks**, or part thereof, since the **Service Date**, or the date of employment, in circumstances where the **Employee** has been employed by the **School** since the **Service Date**.

*b* is the number of **Term Weeks**, or part thereof in the **School Pay Year**.

*c* is the number of **non-Term Weeks**, or part thereof, in the **School Pay Year**.

*d* is the salary paid in respect of **non-Term Weeks**, or part thereof, that have occurred since the **Service Date** or date of employment, in circumstances where the **Employee** has been employed by the **School** since the **Service Date**.

34.4 For the purpose of this **Clause**:

**Service Date** means the date from which **Employees** are paid at the commencement of the **School Year** in their first year of service with the **School**; and **Employee** means an **Employee** other than a casual **Employee**.

34.5 The formula in Clause 34.3 is intended to be used to calculate the **pro rata** salary inclusive of annual leave owing to an **Employee** in respect of the **School Pay Year** in which the formula is applied.

34.6 Termination of employment

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

34.7 **Employees** who commence employment after the commencement of the **School Pay Year**.

An **Employee** who commences employment after the commencement of the **School Pay Year** in any **School Pay Year** will be paid from the date the **Employee** commences, provided that at the end of the last **Term Week** in that year, the **Employee** must be paid an amount calculated pursuant to Clause 34.5 and will receive no salary or other payment other than payment under this **Clause** until the **Service Date** or the resumption of **Term 1** in the following **School Pay Year**.

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

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

(a) If the leave without pay commences and concludes in the same **School Pay Year**, the payment will be calculated and made at the conclusion of the last Term Week in that year; and

(b) If the leave without pay is to conclude in a **School Pay Year** following the **School Pay Year** in which the leave commenced:

(1) at the commencement of the leave, a payment will be calculated and made in respect of the **School Pay Year** in which the leave commences; or

(2) at the end of the last Term Week in that year in which the leave concludes, a payment will be calculated and made in respect of that **School Pay Year**.

34.9 If the **Employee** returns early from leave any payment under Clause 34.8(a) will be taken into account in calculating the amount owed to the **Employee** at the end of the last Term Week in that year.

35. **Annual Leave Loading**

35.1 An **Employee** who has served throughout the **School Pay Year** is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:

(a) in the first pay period in December; or

(b) on the termination of employment by either party.

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

\[
\text{[Weekly salary} \times 4 \times 17.5\%] \times \text{Term Weeks worked by the Employee in that School Pay Year} \div \text{Total Term Weeks in that School Pay Year.}
\]

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

\[
\frac{1000 \times 4 \times 17.5\% \times 20}{38} = 368.42
\]

36. **Staff Absences**

36.1 Where an **Employee** is absent and the absence is likely to be prolonged, the remaining **Employees** will not normally be required to carry out the duties of the absent **Employee** if this would involve them exceeding the normal teacher load at the **School**.

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

37. **Working Arrangements**

37.1 This **Clause** supplements the **NES** in respect of maximum weekly hours.
37.2 Due to the operational requirements of the School, the ordinary hours of work for an Employee may be averaged over a 12-month period.

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

37.4 The maximum number of days that an Employee will be required to attend during Term Weeks and non-Term Weeks will be 200 in each School Pay Year.

37.5 The following circumstances are not included when calculating the 200 Employee attendance days:

(a) co-curricular activities that are conducted on a weekend;
(b) School related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-Term Weeks;
(c) when the Employee appointed to a leadership position is performing duties in non-Term Weeks that are directly associated with the leadership position; and
(d) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the School community, in which an Employee may be recalled to perform duties relating to their position.

37.6 The School will provide written notice of the Term Weeks and days in non-Term times on which the Employees are required to attend, six months in advance of the requirement to attend.

37.7 The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of an Employee's entitlements for the School Year or a proportion of the School Year. The Employee's absence from the School during non-Term Weeks is deemed to include their entitlement to annual leave.
Section 4. General Staff and OSHC/ELC

38. Definition

In this Part:

Employee means a person employed by the School as a member of the General Staff in a classification described in Schedule 4 or as a member of the Out of School Hours Care (OSHC) or Early Learning Centre (ELC) in a classification described in Schedule 6.

39. Contract of Hiring

39.1 General provisions

(a) All Employees will be employed as permanent full-time, permanent part-time, replacement, temporary, or casual Employees, subject to the provisions in Clause 39.

(b) A new Employee may be employed for a probationary period not exceeding 6 months. Unless there is written agreement to the contrary, the appointment will be deemed to be permanent on expiry of this period. For the avoidance of doubt, this Clause does not apply to replacement, temporary, or casual Employees.

(c) Upon appointment, the School must inform the Employee in writing of the following:

(1) the nature of employment (that is, permanent, replacement, temporary, or casual);  
(2) the classification level in accordance with SCHEDULE 4 or SCHEDULE 6;  
(3) the salary applicable to the position;  
(4) the normal hours of work (weekly or over a four-week period);  
(5) the number of ordinary hours per week and weeks per year; and  
(6) the duties which the Employee is expected to perform.

(d) The conditions of employment outlined above in Clause 39.1 (c)(1), (4) and (5) cannot be altered except by mutual agreement between the School and the Employee or in accordance with Clause 42 (Redundancy).

40. Employment Categories

40.1 Full-time Employees

A full-time Employee is an Employee who is normally required to work 37.5 hours per week or an average of 37.5 hours per week in accordance with Clause 47 (Ordinary Hours of Work).

40.2 Part-time Employees

(a) A part-time Employee is an Employee who is engaged to work less than 37.5 ordinary hours per week or an average of less than 37.5 hours per week and/or for less than the full School Pay Year and who has reasonably predictable hours of work.

(b) A part-time Employee will be paid an hourly rate of the weekly rate for the Employee's classification divided by 37.5.

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

(d) At the time of engagement, the School and the part-time Employee will agree in writing on
a regular pattern of work, specifying the number of hours worked each day, the days of the
week the Employee will work, the number of weeks of the School Pay Year the Employee
will work and the starting and finishing times each day.

(e) The terms of the agreement in Clause 40.2(d) may be varied by agreement between the
School and an Employee. Any such variation will be recorded in writing.

40.3 Temporary Employees

(a) An Employee may be hired on a temporary basis for a period not exceeding 12 months to:

1. fill a position sustained by specific purpose qualified funding;
2. temporarily increase the hours worked per week by a part-time Employee currently in
   the School's employment;
3. undertake a specific new activity or project expected to take no more than 12 months
   task; or
4. provide additional staff due to a temporary increase in enrolments at the School

40.4 Casual Employees

(a) A casual Employee is an Employee engaged as such and paid by the hour for a period
mutually agreed between the School and the Employee.

(b) A casual Employee classified under Schedule 6 (Classification Structure OSHC/ELC)
working in an out of School hours care programme will be engaged and paid for a minimum
of 2 hours for each engagement, except that an OSHC Employee working in the out of
school hours care programme may satisfy the 2 hour minimum by working 1 hour before
school and 1 hour after school on the same day.

(c) A casual Employee classified under Schedule 4 (Classification Structure – General Staff)
will be engaged and paid for a minimum of 3 hours for each engagement.

(d) A casual Employee will be paid an hourly rate of the weekly rate for the Employee's
classification divided by 37.5, plus a casual loading of 25% that will be in substitution of all
leave (other than long service leave), public holidays not worked, termination notice and
redundancy pay.

(e) The contract of hiring may be terminated by the School or the Employee on the giving of
one day's notice. If the required notice is not given, the School must pay or the Employee
must forfeit the salary which would have been payable for the next day's employment.

40.5 Replacement Employees

1. A replacement employee is one who is hired for a period mutually agreed between the
   employer and the Employee.

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 on leave.

3. Prior to engagement 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.

4. An employer is not obligated to engage a replacement Employee, if within the School
   there already exists an Employee who can fulfil the position by increasing his or her
   hours of work or being reclassified.
41. Termination of Employment

41.1 Notice of Termination by School

(a) In order to terminate the employment of an Employee (other than a casual or temporary Employee), the School must give the Employee the following notice:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

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

(b) Payment in lieu of notice must be made if the appropriate notice is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu. In calculating any payment in lieu of notice, the employer must pay the wages an Employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employees' employment not been terminated.

(c) The period of notice in this Clause does not apply in the case of:
   - dismissal for conduct that at common law justifies instant dismissal;
   - casual Employees.

41.2 Time Off During Notice Period

Where the School has given notice of termination to an Employee, the Employee is entitled to reasonable time off, of at least one day without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the School.

41.3 Statement of Employment

(a) At the Employee's request, the School must provide to an Employee (other than a casual Employee), whose employment has been terminated a written statement specifying:

the length of service; the number and range of duties performed; any promotion positions held; and any special and/or additional duties performed.

(b) At a casual Employee's request the School must provide to a casual Employee a statement which specifies the number of duty days undertaken by the Employee during the period of engagement of the Employee.

41.4 Payment in Lieu

If the School makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the School for the purposes of computing any service related entitlement of the Employee.

41.5 Notice of Termination by Employee

(a) In order to terminate employment an Employee must give the School at least one Week's notice if their period of continuous service at the end of the day the notice is given is not more than one year, and otherwise the Employee must give at least 2 Weeks' notice.
(b) If the required notice is not given, the School may withhold any monies due to the Employee on termination under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this Clause less any period of notice actually given by the Employee.

(c) The School may, where reasonable cause exists and at the discretion of the School, reduce or waive the required period of notice.

41.6 Termination Due to Incapacity

(a) If, in the opinion of the School, an Employee who by reason of physical or mental incapacity is not or would not be able to:
   - perform adequately the normal duties genuinely and reasonably required of the Employee;
   - perform the work without danger to him or herself or other persons; or
   - respond adequately to situations of emergency that should reasonably be anticipated in connection with the employment or position in question,

   and where a medical practitioner confirms that the incapacity is of a permanent nature, then the School may, due the Employee being unable to carry out the inherent requirements of the position; retire the Employee from his or her employment by giving the appropriate notice in writing.

(b) An Employee who fulfils the above provisions must, upon the request of the School, and at the School's expense, submit to a medical examination or examinations. Failure to attend the medical examination without reasonable cause may be deemed to be evidence of incapacity.

42. Redundancy

42.1 Definition

"Redundancy" in this Clause means the loss of employment due to the School no longer requiring the job the Employee has been doing to be performed by anyone or because of the insolvency of the School and "redundant" has a corresponding meaning.

42.2 Exclusions

(a) This Clause does not apply to Employees with less than one year's continuous service.
(b) This Clause does not apply to Employees excluded from the application of Division 11 of Part 2-2 of Chapter 2 of the Act.

42.3 Discussions before Termination

(a) Where the School has made a definite decision that it no longer wishes the job the Employees have been doing done by anyone and that decision may lead to termination of employment, the School must have discussions as soon as practicable with the Employees directly affected, the Union and their chosen representatives. Discussions must include:
   - the reasons for the proposed terminations;
   - measures to avoid or minimise the terminations;
   - measures to mitigate the adverse effects of any terminations on the Employees concerned.

(b) For the purposes of such discussion the School must as soon as practicable provide in
writing to the Employees concerned, the Union and their chosen representatives, all relevant information about the proposed terminations, including:
- the reasons for the proposed terminations;
- the number and categories of Employees likely to be affected;
- the number of Employees normally employed; and
- the period over which the terminations are likely to be carried out.

The School is not required to disclose confidential information the disclosure of which when looked at objectively would be against the School's interests.

(c) The School must attempt to provide for the continuing employment of the Employees concerned by:
- granting reasonable paid leave to the Employees to attend interviews for alternative employment;
- taking all reasonable steps to provide opportunities for retraining and educating the Employees in new skills and techniques to maximise employment opportunities in the industry.

42.4 Period of Notice of Termination on Redundancy

(a) If, within 2 weeks of the notification in Clause 42.3 alternative employment cannot be provided for or gained by the Employee, then the School may terminate the employment of the Employee in accordance with the notice provisions of Clause 41.1(a)

(b) Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the School of technological change in the industry in relation to which the School is engaged must be given not less than 3 months' notice of termination.

(c) If the School fails to give notice of termination as required, the School must pay to that Employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the School for the purpose of the Long Service Leave Act 1987 (SA).

42.5 Time off During Notice Period

During the period of notice of termination given by the School an Employee is entitled to reasonable time off, of at least one day, without loss of pay for the purpose of seeking other employment.

42.6 Redundancy Pay

(a) An Employee entitled to redundancy in accordance with this clause will be paid for the redundancy pay period, worked out using the following table at the Employee's base rate of pay for his or her ordinary hours of work;

<table>
<thead>
<tr>
<th>Employee's period of continuous service with the employer on termination</th>
<th>Redundancy pay period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>At least 1 year but less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>At least 2 years but less than 3 years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>At least 3 years but less than 4 years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>At least 4 years but less than 5 years</td>
<td>8 weeks</td>
</tr>
<tr>
<td>At least 5 years but less than 6 years</td>
<td>10 weeks</td>
</tr>
<tr>
<td>At least 6 years but less than 7 years</td>
<td>11 weeks</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>At least 7 years but less than 8 years</td>
<td>13 weeks</td>
</tr>
<tr>
<td>At least 8 years but less than 9 years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>At least 9 years</td>
<td>16 weeks</td>
</tr>
</tbody>
</table>

(b) The redundancy payment must be added to Annual Leave Pay, Annual Leave Loading, Long Service Leave entitlements and any other entitlements and paid in a lump sum on the last day of employment.

(c) If an Employee is entitled to be paid an amount of redundancy pay by the School under this Clause, and the School obtains other acceptable employment for the Employee, or cannot pay the amount, the School may make application to FWC under Section 120 of the Act for a determination that the amount of redundancy pay is reduced to a specified amount (which may be nil) that FWC considers appropriate. If such a determination is made, the amount of redundancy pay to which the Employee is entitled is the reduced amount specified in the determination.

(d) An Employee is not entitled to redundancy pay under this Clause if the circumstances are as set out in Section 122 (2) of the Act (which relates to a transfer of employment where service with the first employer counts as service with the second employer) or Section 122(3) of the Act (which relates to an Employee rejecting an offer of employment made by another employer in certain circumstances), unless FWC makes an order under Section 122(4) of the Act.

42.7 Written Notice

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

- the date and time of the proposed termination of the Employee’s employment;
- details of the monetary entitlements of the Employee upon termination of the Employee’s employment including the manner and method by which those entitlements have been calculated;
- advice as to the entitlement of the Employee to assistance from the School, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- advice as to the entitlements of the Employee if the Employee terminates his or her employment during the period of notice.

42.8 Transfer to Lower Paid Duties

Where an Employee, whose job has become redundant, accepts an offer of alternative work by the School, the rate of pay for which is less than the rate of pay for the former position, the Employee is entitled to the same period of notice of the date of commencement of work in the new position as if the Employee’s employment had been terminated. The School may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate of pay for the number of weeks of notice still owing.

42.9 Employee Leaving During Notice Period

An Employee whose employment is terminated on account of redundancy may terminate his or her employment during the period of notice by giving at least one week’s notice in writing. In this case, the Employee is entitled to the same benefits and payments under this Clause as if remaining with the School until the expiry of the notice period. The Employee is not entitled to payment in lieu of notice. If the Employee does not give at least one week’s notice in writing then
the School is entitled to withhold the equivalent of one week's salary.

43. Unsatisfactory Performance

43.1 If an Employee is consistently negligent, inefficient, incompetent or un-cooperative in the discharge of his or her duties, then the School must inform the Employee of the particulars in writing.

43.2 The written particulars will constitute notice to the Employee that unless, within one calendar month, the Employee rectifies the matters referred to in the particulars, then the Employee may be dismissed upon the giving of the appropriate notice detailed in Clause 41.

44. Salaries

44.1 Salary rates and allowances are set out in Schedule 3 and Schedule 5 and will apply from the first full pay period on or after 1 May in each year of the Agreement.

44.2 All salaries and allowances will be apportionable in time.

44.3 An Employee is entitled to progress to the next higher incremental step (if any) in the salary scale on the anniversary of appointment.

44.4 The fortnightly salary will be determined by dividing the annual rate by 26.09, calculated to the nearest 10 cents.

44.5 Leave without pay during non-term weeks

44.5.1 Arrangements
An Employee may be required to take leave without pay during non-term weeks, provided that:

(a) the Employee's contract of employment specifies the arrangement in writing;

(b) all such periods count as Service for the purpose of calculating accrued leave entitlements and do not break continuity of Service;

(c) if appropriate work is available for an Employee during any such period, the existing Employee may be offered such employment (whether on a full-time, part-time or casual basis). The Employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and

(d) appropriate work will mean such work as is available that is capable of being performed by the Employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

44.5.2 Calculating annual salary for an Employee on leave without pay during non-term weeks

(a) The formula in this subclause may be used to calculate an annual salary for an Employee whose contract of employment makes provision, in writing for leave without pay during non-term weeks.

(b) The adjusted annual salary for an Employee is:
A = \_C \times (working weeks + 4 weeks annual leave)
\[ 52.18 \]
Where:

A means the Employee's adjusted annual salary
C means the annual salary for the Employee's classification.

Working weeks means the number of weeks that the Employee is required to work.

(c) For the purpose of calculating any allowance or penalty for an Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this Clause is applied.

(d) An Employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

45. Higher Duties

45.1 An Employee who is required to perform duties applicable to a classification higher than that of the Employee for more than one week and the duties constitute the whole or substantially the whole of the type of duties which would attract the higher classification, then the Employee must be paid the rate prescribed for the minimum incremental level of the higher classification for the entire period the work is undertaken.

45.2 Where the Employee is employed under the Services sub-classification, and performs those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

46. Reclassification and Role Review

46.1 Reclassification

(a) An Employee who has served in a classification for not less than one calendar year and is regularly called upon to perform a substantial volume of duties appropriate to a higher classification is entitled to request reclassification to a higher classification.

(b) An Employee who is required to perform duties appropriate to a higher classification for a temporary period only will be dealt with according to Clause 45.

(c) Reclassification is not dependent on organisational vacancies but is subject to mutual agreement between the School and an Employee.

(d) An application for reclassification must be:
   - in writing;
   - accompanied by a current agreed duty statement; and
   - detail the reasons for the request for reclassification.

(e) When mutual agreement cannot be achieved or a period of 4 working weeks has elapsed without response from the School, then an assessment panel must be convened to determine the application.

(f) The assessment panel will comprise:
   - a representative nominated by the School;
   - a representative nominated by the Employee applicant;
a representative elected from and by the Employees of the School covered by this part of the Agreement.

(g) If the application is successful the Employee must be placed on an incremental step in the salary range appropriate to the new classification.

(h) The date of operation of a successful application must be no later than 3 months after the date of written application by the Employee.

(i) Where the School or an Employee is not satisfied with the decision of the assessment panel then the dispute resolution procedure may be invoked in accordance with Clause 13.

46.2 Role Review

One the first anniversary of appointment and biennially thereafter, or at another mutually agreed time, consultation will occur between the School and the Employee to ensure that the duty statement is accurate and conforms with the classification levels set out in Schedule 4 or Schedule 6.

47. Ordinary Hours of Work

47.1 Subject to this Clause, a full-time Employee’s ordinary hours of work will be 37.5 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with Clause 40 (Employment Categories).

47.2 The ordinary hours of work in Clause 47.1 may be averaged over a period of a fortnight or 4 weeks at the discretion of the School, in consultation with the Employee(s) affected.

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

(a) On any day from Monday to Friday between 8.00 am and 6.00 pm for Employees other than those referred to below.

(b) On any day from Monday to Friday between 6.30 am and 6.30 pm for Employees in the Early Learning Centre, Out of School Hours Care services, and Tuck Shop.

(c) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening and turf maintenance.

47.4 Work performed outside of ordinary working hours is payable at overtime rates

48. Breaks

48.1 An Employee must not work more than 5 hours in any one day without a meal break of not less than 30 minutes nor more than one hour.

48.2 The meal break will not count as time worked.

48.3 The School must allow an Employee a morning tea break of 15 minutes duration which will be counted as time worked, which will be taken at an operationally convenient time.
49. Penalty Rates

49.1 Saturday and Sunday work.

(a) An Employee required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

(1) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
(2) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

50. Breaks between Periods of Duty

50.1 An Employee will be entitled a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.

50.2 Where the School requires an Employee to continue or resume work without having a 10 hour break of duty, the Employee is entitled to be absent from duty without loss of pay until a 10 hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.

50.3 The entitlements in clauses 50.1 and 50.2 do not apply to:

(1) an Employee attending a School camp or excursion; or
(2) an Employee working a broken shift.

50.4 The Employer will mutually agree the break times with an Employee attending a School camp or excursion prior to departure.

51. Broken Shifts

(a) An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.

(b) An Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate for the second shift.

(c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

52. Overtime

52.1 For work performed, with prior agreement with the School, outside of or in excess of ordinary hours the following overtime rates apply:

(a) for time worked in excess of 37.5 hours per week or 75 hours per fortnight or 150 hours per 4 full week period of 20 days an additional 50% of ordinary time rate;

(b) for time worked outside of the hours in Clause 47.3(a, b, c), Monday to Friday, an additional 50%;

(c) for the first 3 hours worked on a Saturday before 12 noon, an additional 50%;
(d) for time worked after the first 3 hours on a Saturday or after 12 noon on a Sunday, an additional 100%.

(e) for time worked on a public holiday, an additional 150%. Provided that where a daily span of hours is specified, and there is mutual agreement between the School and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

52.2 Employees who are required by the School to attend School functions out of hours may be required by the School to take time in lieu of these hours, calculated at the relevant overtime rate, during the following 4 week period. If they are not required to take time in lieu, they must be paid overtime in accordance with Clause 52.1.

53. Variations to Working Period

53.1 If the School closes the School on a day that has been previously determined as part of the Employee's working week, then the Employee will not lose pay nor be required to work on days in lieu of the closure day.

53.2 If an Employee is required to work extra hours other than hours that have previously been determined as part of the Employee's working week, then the extra hours will be paid according to the casual rate as detailed in Clause 40.4.

53.3 The additional casual work will not count as service for determining leave entitlements.

54. Annual Leave

54.1 Entitlement to Annual Leave

(a) Annual Leave is provided for in the NES. This Clause supplements the NES provisions.

(b) Payment may be made in lieu of taking Annual leave as per Section 93 (1) & (2) of the NES.

(c) The School may require an Employee to take their annual leave during non-term weeks.

54.2 Annual Leave Exclusive of Public Holidays

Annual leave is exclusive of any public holiday which falls within it on a Monday to Friday inclusive. If any such holiday falls within an Employee's period of Annual Leave, the period of leave will be increased by one day for each holiday.

54.3 Annual Leave Loading

(a) An Employee is entitled to a payment of a loading equivalent to 17.5% of four weeks' Annual Leave payment.

(b) Annual Leave Loading must be paid in the first pay period in December prior to the commencement of the summer School vacation period.

54.4 Payment for Annual Leave is included in the salaries in Schedule 3 and Schedule 5 and Clause 44.5.
55. Clothing, Equipment and Tools

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

56. Supported Wage System

This Agreement incorporates Schedule C – Supported Wage System of the General Staff Award, as in force from time to time.

57. National Training Wage

This Agreement incorporates Schedule D – National Training Wage and Appendix D1 – Allocation of Traineeships to Wage Levels of the General Staff Award as in force from time to time.

58. Apprentices

This Agreement incorporates Clause 15.4 (c) and Schedule E – Apprentices of the General Staff Award, as in force from time to time.

59. First Aid Allowance

An Employee who is designated by the Employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised Senior First Aid qualification, will be paid the First Aid Allowance shown in Schedule 3.
## Schedules for Teachers

### Schedule 1 – Salaries and Allowances - Teachers

Pulteney Grammar School  
Teaching Staff Salaries and  
Allowances  
Schedule 1

<table>
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<tr>
<th>Band 1 Teacher Level</th>
<th>Salary 1-May-2014</th>
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### Band 2 Leadership Responsibility

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<td>Level 4</td>
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</tbody>
</table>

### Camp Allowance

|          |  $70 |  $80 |  $83 |  $86 |
SCHEDULE 2 – Classification Structure - Teachers

S2.1 Definitions:

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

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

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

S2.1.3 Five-year qualification means a 4 year Degree together with a Post Graduate Diploma; or an Honours Degree or other Higher Degree which together with a Post Graduate Diploma is recognised as equivalent by the Teachers' Registration Board of South Australia. The qualification must have been awarded upon the successful completion of a prescribed academic course(s) of 5 years' total duration.

S2.2 Band 1 Teacher

S2.2.1 Band 1 Employees will be professionally responsible, either as a class or subject teacher, for the application of pedagogic and curriculum knowledge and skills for the educational benefit and pastoral care of students in their charge.

S2.2.2 The commencing salary of a Band 1 Employee without experience but who upon appointment holds a 3 year qualification will be not less than the salary prescribed at incremental Step 1 of the salary scale for Band 1 Employees detailed in Schedule 1.

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

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

S2.2.5 The commencing salary of a Band 1 Employee with experience will be at an incremental Step which recognises at least all prior teaching experience calculated in full time equivalent years and satisfactory evidence of which is provided to the School.
S2.3 Incremental Advance in Salary

S2.3.1 An Employee will be entitled, following the appointment at a particular incremental Step in the salary scale in Schedule 1, to progress to the next higher incremental Step of the scale after 12 calendar months of full time service. Part-time Band 1 Employees will be entitled to progress to the next higher incremental Step of the scale after 12 months equivalent full time teaching experience, wherever gained.

S2.3.2 Teaching staff who have a minimum of 2 full years service at Pulteney Grammar School at the Step 10 rate will be paid at Step 11 in accordance with Schedule 1.

S2.3.3 Teaching staff who have equivalent of 1 full years service at the Step 11 rate will be paid at Step 12 in accordance with Schedule 1.

S2.3.4 In consultation with teaching employees, the School will review the progression to steps 11 and 12 during the life of the Agreement, with the outcomes of the review to be considered when negotiations commence for a replacement Agreement. No changes in the progression arrangements will occur during the term of this Agreement.

S2.4 Leadership Positions

S2.4.1 Leadership position means any position filled for the time being by any teacher classified as either Band 2 Level 1, 2, 3 or 4.

S2.4.2 The School will appoint Employees to leadership positions in the School in such numbers so as to support the School’s organisational needs.

S2.4.3 Subject to other provisions of this Agreement the leadership position appointments will be determined by the Principal.

S2.4.4 During the School term preceding the expiration of a leadership position an Employee may request an appraisal from the Principal. The Principal must provide details of the appraisal process. If an appraisal is requested then the Employee must be provided with a written summary of the findings.

S2.4.5 An Employee whose classification in a leadership position expires and who is not re-appointed will revert to the appropriate Step on the Schedules of this Agreement.

S2.4.6 An Employee may not simultaneously be appointed to more than one leadership position unless doing so supports the School’s organisational needs.

S2.4.7 Employees appointed to a leadership position will have an agreed duty statement setting out:

1. the classification level;
2. the local title of the position (if applicable);
3. the salary and allowance to be paid;
4. the duties to be carried out;
5. the length of tenure of the position;
6. the provision of additional non-contact time (if any).
## SCHEDULES FOR GENERAL STAFF

### SCHEDULE 3 – Salaries and Allowances – General Staff

Pulteney Grammar School  
General Staff Salaries and Allowances  
Schedule 3

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<td>$889</td>
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SCHEDULE 4 – CLASSIFICATION STRUCTURE, GENERAL STAFF

S4.1 The School must, by reference to the criteria prescribed below and the Employee’s prescribed duty statement, classify Employees at the relevant grade and within one of the following sub-classifications:

- Resources;
- Administration;
- Curriculum;
- Services;
- Wellbeing.

S4.2 An Employee who has duties consistently traversing more than one sub-classification stream will be classified within that stream which describes the major and substantial part of the Employee’s allocated duties.

S4.3 Nothing contained in this Schedule may be read or construed as limiting or affecting the right of the School 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.

S4.4 General Criteria

S4.4.1 Junior

Employees will have duties as prescribed for Grade 1 General Staff. However, their performance of these duties will be subject to close supervision and direction.

S4.4.2 Grade 1

General Staff Grade 1 will have the knowledge, skills and demonstrated capacity to perform routine tasks under general supervision and more complex tasks involving the use of theoretical knowledge under close supervision.

S4.4.3 Grade 2

General Staff Grade 2 will have the knowledge, skills and demonstrated capacity for self-directed application of appropriate techniques and equipment required to perform assigned tasks of some complexity involving the use of applied theoretical knowledge and interpersonal skills. This level corresponds to a competent, skilled, autonomous worker.

S4.4.4 Grade 3

General Staff Grade 3 will have highly developed knowledge, skills and capacity for self-directed application of appropriate techniques and equipment required to perform highly complex tasks involving substantial applied theoretical knowledge and interpersonal skills. General Staff Grade 3 may perform complex tasks without supervision or engage in some supervision of the work of others. This level corresponds to an advanced skilled autonomous worker.

S4.4.5 Grade 4

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

S4.4.6 Grade 5

General Staff Grade 5 will hold relevant, formal, post-secondary qualifications equivalent to at least two years of full time study, or be recognised as having equivalent competency by the School, and will, in addition and subject to limited guidance, be required to manage and/or co-ordinate a large and/or complex administrative function or to provide critical and highly specialised support to significant education programmes. The direct line of supervision of other Employees may be a feature of this level.

This level is also the appropriate level for an Employee where the role may require formal tertiary qualifications of 2 or more years’ duration in a specialised discipline but where the work requirements are not of the level required at Grade 6.

S4.4.7 Grade 6

General Staff Grade 6 will hold relevant, formal, post-secondary qualifications equivalent to 3 or more years of full time study and will, in addition, be responsible for the exercise of significant and independent professional judgment based on extensive experience and an advanced level of expertise within the relevant discipline.

S4.4.8 Grade 7

General Staff Grade 7 will hold relevant, formal, post-secondary qualifications equivalent to 3 or more years of full time study, and at least four years of relevant experience. In addition, the Employee will have extensive experience and management expertise in technical or administrative fields and is expected to carry out a high proportion of tasks involving complex, specialised or professional functions.

This level requires the Employee to independently relate existing policy to work requirements, rethink the way a body of knowledge is applied to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy that has an impact beyond the immediate work area. A Grade 7 Employee will normally be a member of the relevant professional association.

S4.5 Sub-Classifications

S4.5.1 Resources Stream

S4.5.1.1 Junior

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

S4.5.1.2 Grade 1

A General Staff (Resources) Grade 1 Employee will, within a School resource facility such as a library, laboratory, audio-visual centre or computing centre, under direction apply skills to operate, demonstrate, maintain, catalogue, repair or service hardware and software comprising the resource base.
S4.5.1.3  **Grade 2**

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

S4.5.1.4  **Grade 3**

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

S4.5.1.5  **Grade 4**

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

S4.5.1.6  **Grade 5**

A General Staff (Resources) Grade 5 Employee will be required to hold relevant, formal post-secondary qualifications equivalent to 2 years of full time study, or be recognised as having equivalent competency by the School, and will in addition, be required to exercise a very high level of skill and expertise. The Employee may exercise managerial and/or coordinating responsibilities within the resource facility.

S4.5.1.7  **Grade 6**

A General Staff (Resources) Grade 6 Employee will be required to hold relevant, formal, post-secondary qualifications equivalent to 3 or more years of full time study, and will, in addition, be responsible for the exercise of significant and independent professional judgment based on extensive experience and an advanced level of expertise within the relevant discipline.

S4.5.1.8  **Grade 7**

A General Staff (Resources) Grade 7 Employee will hold relevant, formal post secondary qualifications equivalent to 3 or more years of full time study, and at least four years of relevant experience. In addition, the Employee will have extensive experience and management expertise in technical or administrative fields and carry out a high proportion of tasks involving complex, specialised or professional functions. Supervision or coordination of staff, applying and developing policy, budget management, business improvement, applying for grants and eligibility for membership of a relevant professional association are all expectations of this grade.

S4.5.2  **Administration Stream**

S4.5.2.1  **Junior**

A General Staff (Administration) Junior Employee will have duties as prescribed for Grade 1. The performance of these duties will be subject to close supervision and direction.
S4.5.2.2 **Grade 1**

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

S4.5.2.3 **Grade 2**

A General Staff (Administration) Grade 2 Employee will have duties and responsibilities which include EITHER:

S4.5.2.3.1 Secretarial and clerical duties requiring application of office communication skills and procedures; OR

S4.5.2.3.2 Administrative responsibility for the efficient financial administration of a School within the School employing 10 or less equivalent full time teachers; OR

S4.5.2.3.3 Responsibility for both secretarial and financial administration of a School office in a School within the School of less than 5 equivalent full time teachers.

S4.5.2.4 **Grade 3**

A General Staff (Administration) Grade 3 Employee will have EITHER:

S4.5.2.4.1 Duties and responsibilities which include those described at S4.5.2.3.1 above for Grade 2 together with responsibility for directing and supervising the work of one or more General Staff; OR

S4.5.2.4.2 Secretarial duties and responsibilities consistently demanding confidentiality and discretion; OR

S4.5.2.4.3 Responsibility for the smooth and efficient financial administration of a School within the School employing more than 10 but less than 30 equivalent full time teachers; OR

S4.5.2.4.4 Responsibility for both secretarial and financial administration of a School office in a School within the School of more than 4 equivalent full time teachers.

S4.5.2.5 **Grade 4**

A General Staff (Administration) Grade 4 Employee will either:

S4.5.2.5.1 Be required to apply a high degree of administrative skill and subject to general policy directives, accept responsibility for the day-to-day management of the business affairs of the School. The Employee will be responsible for the maintenance of accurate and comprehensive financial information; OR

S5.5.2.5.2 Accept commensurate responsibility for another specific administrative, secretarial or management function.

S4.5.2.6 **Grade 5**

A General Staff (Administration) Grade 5 Employee will be required to hold relevant, formal post-secondary qualifications equivalent to 2 years of full time study, or be recognised as having equivalent competency by the School, and will, in addition, be required to exercise a very high level of skill and expertise. The Employee may exercise managerial and/or
coordinating responsibilities within the administration area, provide support to senior management and associated committees, oversee the management of the School's office and be responsible for the management of the financial affairs of the School within a designated area.

S4.5.2.7 Grade 6

A General Staff (Administration) Grade 6 Employee will be required to hold relevant, formal post-secondary qualifications equivalent to 3 or more years of full time study, and will, in addition, be responsible for a structurally and/or operationally defined section of the School. The Employee will provide professional advice to other Employees or stakeholders within their area of professional expertise, contribute to operational and strategic planning, apply and develop policies and procedures and exercise significant and independent professional judgment based on extensive experience and an advanced level of expertise. In addition they may be responsible for the management of the financial affairs of the School.

S4.5.2.8 Grade 7

A General Staff (Administration) Grade 7 Employee will, in addition to the requirements of a General Staff (Administration) Grade 6 Employee, have extensive experience and management expertise in technical or administrative fields and carry out a high proportion of tasks involving complex, specialised or professional functions. Supervision or coordination of staff, applying and developing policy, budget management, business improvement, providing strategic and operational advice to senior management and liaison with government agencies are all expectations of this grade. The Employee will be a member of a relevant professional association.

S4.5.3 Curriculum Stream

S4.5.3.1 Junior

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

S4.5.3.2 Grade 1

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

S4.5.3.3 Grade 2

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

S4.5.3.4 Grade 3

A General Staff (Curriculum) Grade 3 Employee will apply skills and undertake responsibilities as required for Grade 2, but will, in addition, exercise advanced or specialised skills.
S4.5.3.5 **Grade 4**

A General Staff (Curriculum) Grade 4 **Employee** will apply advanced and specialised skills and operate in a para-professional capacity under limited direction in the area of curriculum.

S4.5.3.6 **Grade 5**

A General Staff (Curriculum) Grade 5 **Employee** will be required to hold relevant, formal tertiary qualifications equivalent to 2 years of full time study, or be recognised as having equivalent competency by the School and will, in addition, be required to make autonomous use of a high degree of critical knowledge to initiate and implement programmes in the area of curriculum.

S4.5.4 **Wellbeing Stream**

S4.5.4.1 **Grade 3**

A General Staff Grade 3 (Wellbeing) **Employee** will apply knowledge, skills and demonstrated capacity to perform tasks of some complexity consistent with their training. The **Employee**, whilst not responsible for the overall planning of the work, will be self-directed in the application of skills possessed. Such work could include more complex wellbeing tasks where discretion, planning and/or compliance with regulation are necessary. This level may also involve the direct supervision of not more than three other **Employees** working within the same category.

S4.5.4.2 **Grade 4**

A General Staff Grade 4 (Wellbeing) **Employee** will, in addition to the duties of an **Employee** at Grade 3, be responsible on a day to day basis for the smooth and efficient operation of a programme of activity within a category (for example a wellbeing programme) or a section of a more complex and/or discrete section of a larger services programme. Supervision of other General Staff (Wellbeing) **Employees** may be a function of this level. Such work could include work programming, planning and scheduling, support and counselling and providing welfare services to students.

S4.5.4.3 **Grade 5**

A General Staff Grade 5 (Wellbeing) **Employee** will, in addition to the duties of an **Employee** at Grade 4, be responsible for the establishment and management of a range of functions (for example developing and managing wellbeing programmes, providing counselling and support to students across a range of areas), but will receive support from School management in the overall administration of the programme.

S4.5.4.4 **Grade 6**

A General Staff Grade 6 (Wellbeing) **Employee** will be required to hold formal post secondary qualifications to degree level or higher, be certified by the relevant professional regulatory authority and exercise significant independent professional judgement based on extensive experience. The **Employee** may have responsibility for a discrete wellbeing area within the School including the application of professional knowledge, application and development of policies and procedures, case management of wellbeing/health issues and liaison with other health professionals. Supervision and direction of staff may be a feature of this position.
S4.5.4.5 Grade 7

A General Staff Grade 7 (Wellbeing) Employee will operate with a high level of autonomy and expertise across School sites. In addition to the duties and qualifications required for a General Staff Grade 6 (Wellbeing) Employee, the Employee will have extensive experience and management expertise in their professional field and carry out a high proportion of tasks involving complex, specialised or professional functions. Supervision or coordination of staff, applying and developing policy, budget management, project management, planning, applying for grants and the supervision of other health professionals are all expected features of this role. In addition to providing primary care, the Employee will, given their significant experience, provide strategic and operational advice to senior management.

S4.5.5 Services Stream

S4.5.5.1 Junior

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

S4.5.5.2 Grade 1

A General Staff Grade 1 (Services) Employee will, within a School, work under direct supervision to undertake a range of basic and routine manual type duties consistent with the relevant vocational category. Work will be performed under close supervision and often undertaken in direct support of other Employees in this stream who work at grades 2 or 3.

S4.5.5.3 Grade 2

A General Staff Grade 2 (Services) Employee will, in addition to the duties of an Employee at Grade 1, under direction, apply knowledge, skills and demonstrated capacity to perform routine functions consistent with their training. Such work could be of routine but trade level work of lesser complexity, such as maintenance and minor repair or other remedial work but not involving more complex decision making and judgment.

S4.5.5.4 Grade 3

A General Staff Grade 3 (Services) Employee will, in addition to the duties of an Employee at Level 2, apply knowledge, skills and demonstrated capacity to perform tasks of some complexity consistent with their training. The Employee, whilst not responsible for the overall planning of the work, will be self-directed in the application of skills possessed. Such work could include more complex trade level tasks where discretion, planning and/or compliance with regulation are necessary. This level may also involve the direct supervision of not more than three other Employees working within the same category.

S4.5.5.5 Grade 4

A General Staff Grade 4 (Services) Employee will, in addition to the duties of an Employee at Grade 3, be responsible on a day to day basis for the smooth and efficient operation of a programme of activity within a category (for example a building maintenance programme) or a section of a more complex and/or discrete section of a larger services programme. Supervision of other General Staff (Services) Employees is likely to be a function of this level. Such work could include work programming, planning and scheduling, budgeting (under general supervision from School management) and contributing to the development and or monitoring of overall School management strategy.
S4.5.5.6  Grade 5

A General Staff Grade 5 (Services) Employee will, in addition to the duties of an Employee at Grade 4, be responsible for the establishment and management of a range of functions (for example both grounds and maintenance or other multi combinations of discrete areas), but will receive support from School management in the overall administration of the programme.

S4.5.5.7  Grade 6

A General Staff Grade 6 (Services) Employee will undertake duties of a type consistent with Grade 5 and while still supported by School management, will operate with a high level of autonomy and expertise across School sites.

S4.5.5.8  Grade 7

A General Staff Grade 7 (Services) Employee will operate with a high level of autonomy and expertise across School sites. The Employee will hold relevant, formal post secondary qualifications equivalent to 3 or more years of full time study, and at least four years of relevant experience. In addition, the Employee will have extensive experience and management expertise in technical or administrative fields and carry out a high proportion of tasks involving complex, specialised or professional functions. Supervision or coordination of staff, applying and developing policy, budget management, project management, planning, capital works, grant applications, liaison with government agencies and overall site improvement are all expectations of this grade.
## SCHEDULE 5 – Salary and Allowances OSHC and ELC

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<th>3.00% 1-May-2017 Salary</th>
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Qualifications Allowance*** (5% of CSE 5.4)

- Junior CSE 1 or CSE 2 Under 17 years: 70% of Adult Rate
- Junior CSE 1 or CSE 2 Under 18 years: 80% of Adult Rate
- Junior CSE 1 or CSE 2 Under 19 years: 90% of Adult Rate
- Junior CSE 1 or CSE 2 Under 20 years: 100% of Adult Rate

* Reference to a year or years of service in the industry

** An Assistant Director who holds an advanced Diploma (AQF 6/3 year qualified) must be paid no less than CSE 5.4

*** Paid to a Director or Assistant Director who holds an Graduate Certificate in Childcare Management
Schedule 6 - Classification Structure OSHC and Early Learning Centre

All Employees will be classified by the employer into one of the levels contained in this Schedule in accordance with the Employee's skills, responsibilities, qualifications, experience in the industry and duties. Employees moving from one classification level to another will commence on the 1st year of service rate of the higher level.

B.1 Children's Services Employees (CSE)

B.1.1 Level 1

This is an Employee who has no formal qualifications but is able to perform work within the scope of this level. The Employee will work under direct supervision in a team environment and will receive guidance and direction at all times. The Employee will receive structured and regular on-the-job training to perform the duties expected at this level. Normally an Employee at this level will not be left alone with a group of children.

(a) Indicative duties

- Learning and implementing the policies, procedures and routines of the service.
- Learning how to establish relationships and interact with children.
- Learning the basic skills required to work in this environment with children.
- Giving each child individual attention and comfort as required.
- Basic duties including food preparation, cleaning and gardening.
- Provide classroom support for children with specific learning requirements (special needs).

(b) Progression

A Level 1 Employee will progress to the next level 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 work at the next level.

B.1.2 Level 2

This is an Employee who has completed 12 months in Level 1, or a relevant AQF Certificate II, or in the opinion of the employer has sufficient knowledge and experience to perform the work within the scope of this level. An Employee at this level has limited knowledge and experience in children's services and is expected to take limited responsibility for their own work. Indicative duties

- Assist in the implementation of the children's programme under supervision.
- Assist in the implementation of daily care routines.
- Develop awareness of and assist in maintenance of the health and safety of the children in care.
- Give each child individual attention and comfort as required.
- Understand and work according to the School's policies and procedures.
- Demonstrate knowledge of hygienic handling of food and equipment.
- Provide classroom support for children with specific learning requirements (special needs).
B.1.3 Level 3

This is an Employee who has completed AQF Certificate III in Children's Services or an equivalent qualification or, alternatively, this Employee will possess, in the opinion of the Employer, sufficient knowledge or experience to perform the duties at this level. An Employee appointed at this level will also undertake the same duties and perform the same tasks as a CSE Level 2.

(a) Indicative duties

- Assist in the preparation, implementation and evaluation of developmentally appropriate programmes for individual children or groups, or children with specific learning needs.
- Record observations of individual children or groups for programme planning purposes for qualified staff.
- Under direction, work with individual children with particular needs.
- Assist in the direction of untrained staff.
- Undertake and implement the requirements of quality assurance.
- Work in accordance with food safety regulations.

(b) Progression

Subject to this Agreement, an Employee at this level is entitled to progress to Level 3.3. An Employee at this level who has completed an AQF Diploma in Children's Services or equivalent, and who demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the ongoing performance of their work, must be paid no less than the rate prescribed for Level 3.4.

Any dispute concerning an Employee’s entitlement to be paid at Level 3.4 may be dealt with in accordance with Clause 13 (Dispute Resolution), which may require the Employee to demonstrate that they utilise skills and knowledge above those prescribed for Level 3 but below those prescribed for Level 4.

B.1.4 Level 4

This is an Employee who has completed a Diploma in Children's Services or equivalent (e.g. Certificate IV in Out of School Hours Care) as recognised by licensing authorities and is appointed as the person in charge of a group of children in the age range from birth to 12 years or an Employee who is appointed as an Certified Supervisor (as defined by the Australian Children’s Education and Care Quality Authority)

An Employee at this level will also take on the same duties and perform the same tasks as a CSE Level 3.

Indicative duties

- Responsible, in consultation with the Assistant Director/Director for the preparation, implementation and evaluation of a developmentally appropriate programme for individual children or groups.
- Responsible to the Assistant Director/Director for the supervision of students on placement.
- Responsible for ensuring a safe environment is maintained for both staff and children.
- Responsible for ensuring that records are maintained accurately for each child in their care.
- Develop, implement and evaluate daily care routines.
- Ensure that the School’s policies and procedures are adhered to.
- Liaise with families.
B.1.5 Level 5

This is an Employee who has completed an AQF Level V Diploma in Children’s Services or equivalent and is appointed as an Assistant Director or Children’s Service Co-ordinator of a service.

An Assistant Director will also take on the same duties and perform the same tasks as a CSE Level 4.

Indicative duties
- Co-ordinate and direct the activities of Employees engaged in the implementation and evaluation of developmentally appropriate programmes.
- Contribute, through the Director, to the development of the School’s policies.
- Co-ordinate centre or service operations including Work Health and Safety, programme planning, staff training.
- Responsible for the day-to-day management of the School service in the temporary absence of the Director and for management and compliance with licensing and all statutory and quality assurance issues.
- Generally supervise all Employees within the service.

(a) A Children’s Service Co-ordinator undertakes additional responsibilities including:
- co-ordinating the activities of more than one group;
- supervising staff, trainees and students on placement; and
- assisting in administrative functions.

B.1.6 Level 6—ELC Manager and OSHC Director

A Level 6 Manager or Director is an Employee who holds a relevant Degree or a 3 or 4 year Early Childhood Education qualification, or an AQF Advanced Diploma, or a Diploma in Children’s Services, or a Diploma in Out-of-Hours Care; or is otherwise a person possessing such experience, or holding such qualifications deemed by the Employer or the relevant legislation to be appropriate or required for the position, and who is appointed as the manager or director of a service.

(a) Indicative duties
- Responsible for the overall management and administration of the service.
- Supervise the implementation of developmentally appropriate programmes for children.
- Recruit staff in accordance with relevant regulations.
- Maintain day-to-day accounts and handle all administrative matters.
- Ensure that the School adheres to all relevant regulations and statutory requirements.
- Ensure that the School meets or exceeds quality assurance requirements.
- Liaise with families and outside agencies.
- Formulate and evaluate annual budgets.
- Liaise with management committees as appropriate.
- Provide professional leadership and development to staff.
- Develop and maintain policies and procedures for the School.

(b) Manager Level 1

A Director Level 1 is an Employee appointed as the Director of a service licensed for up to 39 children and is paid at the Level 6.1 to 6.3 salary range.
(c) Manager Level 2

A Director Level 2 is an Employee appointed as the Director of a service licensed for between 40 and 59 children and is paid at the Level 6.4 to 6.6 salary range.

(d) Manager Level 3

A Director Level 3 is an Employee appointed as the Director of a service licensed for 60 or more children and is paid at the Level 6.7 to 6.9 salary range.

(e) Qualified Director

This is also the level for a qualified Director who co-ordinates and manages a stand alone out-of-School hours care and/or vacation care centre and has successfully completed a post-secondary course of at least two years in Early Childhood Studies or an equivalent qualification.

A Director appointed to co-ordinate the activities of a service licensed to accommodate up to 59 children will be paid at the salary range Level 6.1 to 6.3.

A Director appointed to co-ordinate the activities of a service licensed to accommodate 60 or more children will be paid at the salary range Level 6.4 to 6.6.
Clause 60: SIGNATORIES

Pulteney Grammar School Inc. Enterprise Agreement 2015-2018

Signed on behalf of School

Full Name: ANNE LOUISE DUNSTAN
Position: PRINCIPAL
Address: 13 LININGTON ST TUSMORE
Signature: [Signature]
Date: 12/5/15

Witness

Full Name: SUSAN LOUISE PORTER
Occupation: HR MANAGER
Address: 91-190 SOUTH TCE ADELAIDE
Signature: [Signature]
Date: 18/5/15

Employee Representative

Full Name: Nathan Dodd
Position: Assistant Head of Prep
Address: 3 Angus Street Goodwood
Signature: [Signature]
Date: 13/5/15

Witness

Full Name: SUSAN LOUISE PORTER
Occupation: HR MANAGER
Address: 91-190 SOUTH TCE ADELAIDE
Signature: [Signature]
Date: 18/5/15

Employee Representative

Full Name: Ken Wilson
Position: Head of Performing Arts
Address: 13 Vermonts Drive, Highbar
Signature: [Signature]
Date: 13/5/15

Witness

Full Name: SUSAN LOUISE PORTER
Occupation: HR MANAGER
Address: 91-190 SOUTH TERRACE ADELAIDE
Signature: [Signature]
Date: 18/5/15

Union Representative

Full Name: Glen SEIDEL
Position: Secretary
Address: 243 Currie St
Signature: [Signature]
Date: 11/5/15

Witness

Full Name: Bruno Sartorello
Occupation: Organiser
Address: 213 Currie St, Adelaide
Signature: [Signature]
Date: 11/5/15