

# SOUTH AUSTRALIAN SCHOOL AND PRESCHOOL EDUCATION STAFF ENTERPRISE AGREEMENT 2012

**File No. 2788 of 2013**  
CROSS REFERENCE FILE NO. 5590/2012

## VARIATION ORDERS MADE PURSUANT TO SECTION 84 ON 17 JULY 2013

1. **THAT** the Enterprise Agreement be varied as follows:
  - (a) amending Schedule 3 – Attachment 1 – Step 9 Teacher Guidelines (Clause 1.3 & Clause 1.7) as set out in the revised page 4 appended hereto; and
  - (b) inserting Schedule 3 – Attachment 1 – Step 9 Teacher Guidelines (Clause 1.9) as appended hereto.
  
2. **THAT** the said variation will operate on and from 17 July 2013 and is to have a life for the balance of the currently approved Enterprise Agreement.

THE COMMISSION, PURSUANT TO SECTION S.84 OF THE FAIR WORK ACT 1994 HEREBY APPROVES THIS VARIATION OF THE ENTERPRISE AGREEMENT.



DATED: 17/7/2013

A handwritten signature in black ink, appearing to read "P. J. McMichael".

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COMMISSION MEMBER



# **SOUTH AUSTRALIAN SCHOOL AND PRESCHOOL EDUCATION STAFF ENTERPRISE AGREEMENT 2012**

**File No. 2788 of 2013  
Cross Reference File No. 5590/2012**

**CONSOLIDATED AGREEMENT AS AT  
17 JULY 2013 AS SUPPLIED BY THE PARTIES  
AND INCORPORATING ALL AMENDMENTS  
SINCE THE ORIGINAL APPROVAL WAS  
GRANTED ON 18 JANUARY 2013**



# SOUTH AUSTRALIAN SCHOOL AND PRESCHOOL EDUCATION STAFF ENTERPRISE AGREEMENT 2012

## PART 1 – APPLICATION AND OPERATION OF ENTERPRISE AGREEMENT

### CLAUSE 1.1 TITLE

This Enterprise Agreement is to be known as the South Australian School and Preschool Education Staff Enterprise Agreement 2012.

### CLAUSE 1.2 ARRANGEMENT

#### 1.2.1 By part

*Clause no. Title*

#### **Part 1 – Application and operation of enterprise agreement**

- 1.1 Title
- 1.2 Arrangement
- 1.3 Parties bound
- 1.4 Duration
- 1.5 Awards
- 1.6 Definitions and interpretation
- 1.7 Renegotiation
- 1.8 No extra claims commitment
- 1.9 Continuous improvement

#### **Part 2 – Modes of employment – Support Staff**

- 2.1 Contract of employment – SSOs and ECWs
- 2.2 Additional hours for SSOs and ECWs
- 2.3 Permanency Criteria for AEWs
- 2.4 Information Provided on Engagement – AEWs, SSOs and ECWs

#### **Part 3 – Communication, consultation and dispute resolution**

- 3.1 Procedures for preventing and settling industrial disputes
- 3.2 Workload Monitoring Group
- 3.3 Notification of change
- 3.4 Enforcement
- 3.5 Personnel Advisory Committee

#### **Part 4 – Wages and other conditions of general application**

- 4.1 Wages and salaries
- 4.2 Country incentives
- 4.3 Classifications
- 4.4 Information provided on engagement - Teachers
- 4.5 Paid maternity leave and paid adoption leave
- 4.6 Return to work on part-time basis
- 4.7 Special leave – domestic violence/relationship leave
- 4.8 Unions
- 4.9 Training and professional development
- 4.10 Salary packaging
- 4.11 Required placement

*Clause no. Title*

### **Part 5 – Regulation of workload**

- 5.1 Teacher workload: Schools
- 5.2 Face to face teaching hours
- 5.3 Class sizes: Schools
- 5.4 SSO support
- 5.5 Overtime for SSOs and ECWs
- 5.6 Grievances concerning workload

### **Part 6 – Conditions for specific categories of employees**

- 6.1 On-call and recall allowances and conditions – SSOs and ECWs
- 6.2 Voluntary flexible work arrangements (VFWAs)
- 6.3 Payment of SSOs
- 6.4 Criteria Based Increment Application to SSOs, ECWs and AEWs
- 6.5 Teaching Staff
- 6.6 Advanced Skills Teachers
- 6.7 SSO placement
- 6.8 Review of Recruitment and Selection of SSOs and ECWs
- 6.9 Site Leaders – New Structure and Role Descriptors
- 6.10 National Professional Teacher Standards: Highly Accomplished Teacher (HAT) and Lead Teacher (LT) Trial
- 6.11 DECD – Future Directions

### **Part 7 – Signatories**

#### **Schedules**

- Sch. 1 Wages and salary rates
- Sch. 1.1 Teacher classifications, Seconded Teachers, Hourly Paid Instructors (wages and salary rates)
- Sch. 1.2 Teacher classifications in preschools (wages and salary rates)
- Sch. 1.3A Leadership Structure and Classifications from 2013
- Sch. 1.3B Leader classifications from 2013 (wages and salary rates)
- Sch. 1.4 Aboriginal Education Workers (wages and salary rates)
- Sch. 1.5 Early Childhood Workers (wages and salary rates)
- Sch. 1.6 School Services Officers (wages and salary rates)
- Sch. 1.7 Swimming and Aquatic Instructors (wages and salary rates)
- Sch. 2 Country incentives
- Sch. 2.1 Country incentives until 2002 (incl.)
- Sch. 2.2 Schools and preschools – country incentives from 2003 (incl.)
- Sch. 3 Classifications
- Attachment 1 – Step 9 Teacher Guidelines
- Sch. 4 School size and complexity rating (SSACR)
- Sch. 5 Band B Classification Descriptors and Work Level Definitions

### **Attachment A – The Commitment**

### 1.2.2 By alphabetical order

*Clause no. Subject matter*

Sch. 1.4	Aboriginal Education Workers (wages and salary rates)
2.2	Additional hours for SSOs and ECWs
6.6	Advanced Skills Teachers
1.2	Arrangement
1.5	Awards
Sch. 5	Band B Classification Descriptors and Work Level Definitions
4.3	Classifications
Sch. 3	Classifications
Sch. 3 Att. 1	Classifications - Step 9 Teacher Guidelines
5.3	Class sizes: Schools
Att. A	Commitment
1.9	Continuous improvement
2.1	Contract of employment – SSOs and ECWs
4.2	Country incentives
Sch. 2	Country incentives
6.4	Criteria Based Increment Application to SSOs, ECWs and AEWs
6.11	DECD – Future Directions
1.6	Definitions and interpretation
1.4	Duration
Sch. 1.5	Early Childhood Workers (wages and salary rates)
3.4	Enforcement
5.2	Face to face teaching hours
5.6	Grievances concerning workload
2.4	Information provided on engagement – AEWs, SSOs and ECWs
4.4	Information provided on engagement - Teachers
Sch. 1.3B	Leader classifications from 2013 (wages and salary rates)
Sch. 1.3A	Leadership structure from 2013
6.10	National Professional Teacher Standards: HAT and LT Trial
1.8	No extra claims commitment
3.3	Notification of change
6.1	On-call and recall allowances and conditions – SSOs and ECWs
5.5	Overtime for SSOs and ECWs
4.5	Paid maternity leave and paid adoption leave
1.3	Parties bound
6.3	Payment of SSOs
2.3	Permanency criteria for AEWs
3.5	Personnel Advisory Committee
3.1	Procedures for preventing and settling industrial disputes
1.7	Renegotiation
4.11	Required placement
4.6	Return to work on part-time basis
6.8	Review of Recruitment and Selection of SSOs and ECWs
4.10	Salary packaging
Sch. 4	School size and complexity rating (SSACR)
Part 7	Signatories
6.9	Site Leaders – New Structure and Role Descriptors
4.7	Special leave – domestic violence/relationship leave
Sch. 1.6	School Services Officers (wages and salary rates)
6.7	SSO placement
5.4	SSO support
Sch. 1.7	Swimming and Aquatic Instructors (wages and salary rates)
Sch. 1.1	Teacher classifications, Seconded Teachers, Hourly Paid Instructors (wages and salary rates)
Sch. 1.2	Teacher classifications in preschools (wages and salary rates)
6.5	Teaching Staff
5.1	Teacher Workload: Schools
1.1	Title
4.9	Training and professional development
4.8	Unions
6.2	Voluntary flexible work arrangements (VFWAs)

- 4.1 Wages and salary
- Sch. 1 Wages and salary rates
- 3.2 Workload Monitoring Group

### CLAUSE 1.3 PARTIES BOUND

- 1.3.1 This Enterprise Agreement is binding on the following employer (or its successors within SA public sector), associations and employees:
- (a) The Chief Executive, Department of the Premier and Cabinet and the Chief Executive, Department for Education and Child Development;
  - (b) The Australian Education Union, South Australian Branch;
  - (c) The Public Service Association of South Australia Incorporated; and
  - (d) Employees employed in the Department for Education and Child Development who have a classification specified within the Wages and Salary Schedule of this Enterprise Agreement.

### CLAUSE 1.4 DURATION

- 1.4.1 This Enterprise Agreement comes into operation on 14 December 2012 and has a nominal expiry date of 30 June 2015. This Enterprise Agreement will continue in force until superseded by a successor enterprise agreement or is rescinded.
- 1.4.2 Except where otherwise expressly stated, the operative date of the provisions of this Enterprise Agreement will be the date the Commission approves the Enterprise Agreement.
- 1.4.3 This Enterprise Agreement replaces the *South Australian Education Staff (Government Preschools and Schools) Arbitrated Enterprise Bargaining Award 2010*, insofar as it is applicable to education staff in Government Schools and Preschools.

### CLAUSE 1.5 AWARDS

- 1.5.1 This Enterprise Agreement is to be read in conjunction with the following safety net awards:
- In relation to school Teachers – the *Teachers (DECS) Award*.
  - In relation to School Services Officers – the *School Services Officers (Government Schools) Award*.
  - In relation to Preschool Teachers – the *Pre-School (Kindergarten) Teaching Staff Award*.
  - In relation to Early Childhood Workers - the *Early Childhood Worker Award*.
  - In relation to Aboriginal Education Workers – the *Aboriginal Education Workers (DECS) Award*.
- 1.5.2 This Enterprise Agreement prevails to the extent of any inconsistency with the provisions of the above safety net awards.

### CLAUSE 1.6 DEFINITIONS AND INTERPRETATION

The following words shall have the meaning specified unless the context otherwise provides.

- 1.6.1 “**Act**” means the *Fair Work Act 1994 (SA)*.
- 1.6.2 “**AEU**” means the Australian Education Union and includes the AEU South Australian Branch.
- 1.6.3 “**AEW**” means Aboriginal Education Worker, commonly known as Aboriginal Community Education Officer.
- 1.6.4 “**Association**” means an association that is registered under the *Fair Work Act 1994 (SA)* and is a party to this Enterprise Agreement.
- 1.6.5 “**Commission**” and “**IRCSA**” mean the Industrial Relations Commission of South Australia.

- 1.6.6 “**DECD**” means the Chief Executive, Department for Education and Child Development.
- 1.6.7 “**Department**” means the Department for Education and Child Development. “**Departmental**” has a corresponding meaning.
- 1.6.8 “**ECW**” means Early Childhood Worker.
- 1.6.9 “**Employee**” means an employee bound by this Enterprise Agreement.
- 1.6.10 “**Employer**” means the Chief Executive, Department for Education and Child Development (DECD).
- 1.6.11 “**Hourly Paid Instructor**” means a person employed as such pursuant to the *Education Act 1972 (SA)*, to carry out duties for a prescribed number of hours and period of time.
- 1.6.12 “**Personnel Advisory Committee**” or “**PAC**” means the Personnel Advisory Committee established within a school from time to time under this Enterprise Agreement.
- 1.6.13 “**PSA**” means the Public Service Association of South Australia Incorporated.
- 1.6.14 “**Safety Net Awards**” means the Awards listed in clause 1.5.
- 1.6.15 “**Site**” means a preschool, school, integrated site, regional office or other location at which employees are employed.
- 1.6.16 “**Site Manager**” means the most senior person at a site.
- 1.6.17 “**Special Authority**” means a person employed for teaching who has not gained registration as a teacher in accordance with the *Teachers Registration and Standards Act 2004 (SA)*.
- 1.6.18 “**SSO**” means School Services Officer.
- 1.6.19 “**Union**” means an association that is registered under the *Fair Work Act 1994 (SA)* and is a party to this Enterprise Agreement.

#### CLAUSE 1.7 RENEGOTIATION

- 1.7.1 Negotiations for a successor Enterprise Agreement may commence 6 months prior to the nominal expiry date.

#### CLAUSE 1.8 NO EXTRA CLAIMS COMMITMENT

- 1.8.1 During the life of the Enterprise Agreement subject to 1.8.2, 1.8.3 and 1.8.4, the parties bound by this Enterprise Agreement will not pursue any further or additional claims in relation to remuneration or conditions of employment except where consistent with the National and State Wage Case Principles, or any successor thereto.
- 1.8.2 This clause does not preclude a consent application to vary the *Teachers (DECS) Award* as follows:
- (a) Schedule 2, Clause 2 (1) ‘Vacation Periods’ – allowance for cost of commuting will apply to teachers appointed to schools in Whyalla; and
  - (b) Schedule 2, Clause 2 (2) to provide four trips per year for Kangaroo Island instead of three.
- 1.8.3 Subject to this sub-clause, the provisions of this clause do not preclude an application being made to the IRCSA to vary the Enterprise Agreement for the specified clauses below:
- (a) Clause 6.8 – Review of Recruitment and Selection of SSOs and ECWs
  - (b) Clause 6.11 – DECD – Future Directions

- 1.8.4 The no extra claims commitment will not prevent the AEU from:
- (a) Making a claim related to redundancy, but only in the event that that employer abandons its commitment to no forced redundancies during the life of this Enterprise Agreement.
  - (b) Initiating claims where specifically provided under a term of this Enterprise Agreement.

#### **CLAUSE 1.9 CONTINUOUS IMPROVEMENT**

- 1.9.1 This Enterprise Agreement recognises that continuous improvement initiatives have been and will continue to be, introduced to improve the Department's efficiency and effectiveness. Employees and their Unions will be given opportunities to participate in the ongoing review of systems, processes, practices and outcomes that are industrial matters in relation to DECD.
- 1.9.2 This will include:
- (a) Continuous improvement of the outcomes of DECD programs through use of quality assurance processes in all worksites;
  - (b) Workplace reform initiatives, including appropriate reorganisation of work and classification mix in schools, through consultation, appropriate resourcing of new initiatives having had consideration to the impact on work-life balance;
  - (c) Increasing the quality of the outcomes of the employer programs through a process of continuous improvement;
  - (d) Strategies to deliver efficiencies to the employer that have regard to training and development opportunities for employees;
  - (e) Identification and development of strategies to ensure effective consultation and communication throughout DECD; and.
  - (f) Identification and implementation of strategies to create safer working environments which will contribute to further reductions in work injuries.

## PART 2 – MODES OF EMPLOYMENT – SUPPORT STAFF

### CLAUSE 2.1 CONTRACT OF EMPLOYMENT - SSOs AND ECWs

#### 2.1.1 Transition arrangements

This clause will be operative from the commencement of the 2013 school year. A transition period to implement the new modes will be applicable to current temporary and casual appointments made up to the end of Term 2, 2013. From the commencement of Term 3, 2013, new appointments must be made in accordance with the revised Modes of Employment.

2.1.2 An SSO or ECW may be engaged as an ongoing (which has the same meaning as 'permanent'), temporary or casual employee.

2.1.3 The contract of hiring a full time or part time employee will, in the absence of a written agreement to the contrary, be deemed to be hiring by the fortnight and salary will accrue from day to day and be paid in arrears.

#### 2.1.4 Full time employment

(a) A full time employee is one engaged to work 37.5 hours per week over a calendar year and is entitled to recreation leave and recreation leave loading.

#### 2.1.5 Part time employment

(a) A part time employee is one engaged and paid as such to work less than 37.5 hours per week and/or 41 weeks or less per year.

(b) A part time employee who does **not** receive a term time loading will have a pro rata entitlement to recreation leave and leave loading on the same basis as a full time employee.

#### Part time 'school term' employment

(a) Where a part time employee is employed for a period(s) specified as being for the whole or part of one or more schools terms (but excluding school vacation periods), that employee will be entitled to a term time loading as calculated in subsection (d).

(b) A part time employee entitled to a term time loading will not be entitled to any paid recreation leave entitlements nor payment for public holidays not worked (unless the employee makes use of an accrued time bank in accordance with the safety net award), and will be paid fortnightly at an hourly rate computed in accordance with the following formula:

$$\text{Full-time employee salary appropriate to classification} \times \frac{6}{313} \times \frac{116}{100} \times \frac{1}{37.5}$$

(c) For the purposes of this clause:

a. A part time employee is employed for a school term or for school terms and therefore entitled to a term time loading where the period or periods of employment are specified to occur entirely within term time, but with the agreement of DECD and the employee, may include five additional working days outside of term time.

b. Term time includes the week immediately following the end of the fourth school term as determined pursuant to the *Education Act 1972 (SA)*.

(d) A part time employee who receives a term time loading, is able to access their time bank for a public holiday that falls at the beginning or the end of the school term.

#### 2.1.6 Temporary employment

- (a) A temporary employee is one engaged for a specified term of up to 2 calendar years except in the following circumstances:
- (i) a person may be engaged as a temporary employee for duties required for the carrying out of a specific program, project or provision of specialist student support of a duration that may exceed 2 years as long as the term is concomitant with the defined program, project or specialist support) but not so that the term of the engagement extends beyond the duration of the project, program or specialist support;
  - (ii) a person may be engaged as a temporary employee for a specified term of greater than 2 years for duties required to be performed because of the absence of another employee or while selection processes are conducted in respect of the duties and the engagement may be extended but not so that the term of the engagement extends beyond the absence of the employee or the completion of the selection processes;
  - (iii) a person may be engaged as a temporary employee for a specified term of greater than 2 years if the employer is satisfied that the engagement is to be funded wholly or substantially by grants or payments from a government other than the State Government or from a private or community body;
  - (iv) a person may be engaged as a temporary employee for a specified term of greater than 2 years if the employer is satisfied that the position will become unsustainable due to genuine operational reasons such as enrolment decline, amalgamation or closure at a site but not so that the term of the engagement extends beyond the period of enrolment decline, amalgamation or closure.
  - (v) a person may be engaged as a temporary employee for a specified term not exceeding 2 years for duties that are otherwise of a temporary nature and the engagement may be extended but not so that the term of the engagement extends beyond a total of 2 years.

#### 2.1.7 Casual employment

- (a) A casual employee is one engaged and paid as such provided that:
- (i) The employment will continue for not more than 4 weeks; or
  - (ii) The employee will have hours that are irregular; or
  - (iii) The employment does not exceed 15 hours in a week.
- (b) A casual employee is entitled to a monetary loading of 23% as specified in the SSO safety net award at clause 5.6.3 and the ECW safety net award at clause 5.10.6, as appropriate. A casual SSO or ECW is not entitled to any paid leave entitlements of any sort (including public holidays not worked) except special leave at the discretion of DECD and any long service leave entitlement.
- (c) The casual loading for casual employees will increase to 24% from the first full pay period after 1 July 2013 and 25% from the first full pay period after 1 July 2014 pursuant to the decision of the Full Commission in the *Casual Loading Case* [[2012] SAIRComm 1].

#### 2.1.8 Alteration of working times – SSOs

The times at which work is to be performed by an SSO may be altered either by agreement, or by DECD consulting with the SSO and, having regard to the SSO's personal circumstances, giving not less than four weeks notice to the employee (provided that no notice is required in relation to a casual SSO employed for hours that are to vary from week to week).

\*NB: This clause should be read in conjunction with an updated current clause 2.4 'Information Provided on Engagement' in this Enterprise Agreement.

### **CLAUSE 2.2 ADDITIONAL HOURS FOR SSOs AND ECWs**

- 2.2.1 Vacancies of less than 15 hours per week must be offered to permanent part-time staff within the school/preschool in the first instance.
- 2.2.2 If the hours cannot be allocated within the school, they are offered to permanent part-time staff in nearby schools for allocation on the basis of merit, using a modified selection process (e.g. expression of interest). A nearby school/preschool is defined as one in the same Region and/or within a reasonable travelling distance.
- 2.2.3 Permanent ancillary staff interested in taking up the hours will apply to the Principal/Preschool Director. The Principal/Preschool Director will advise the appropriate Human Resource Consultant of the selection process outcome of these applications.
- 2.2.4 This clause will be operative unless replaced by a variation arising from the Review at clause 6.8 of this Enterprise Agreement.

### **CLAUSE 2.3 PERMANENCY CRITERIA FOR AEWs**

- 2.3.1 Subject to 2.3.2 below, temporary schools-based AEWs (i.e. levels 1, 2 and 3) with contracts of 15 hours or more per week will be offered permanent positions effective from the commencement of each school year that falls within the nominal life of this Enterprise Agreement.
- 2.3.2 The following criteria will apply for the purposes of 2.3.1:
- (a) The AEW must have greater than 1 year's continuous employment in the same position, excluding term breaks; and
  - (b) A break in service of 3 months or less will extend the qualifying period by the length of the break; and
  - (c) A break in service of more than 3 months will result in the service period recommencing.
- 2.3.3 Subject to available resources and 2.3.4 below, all schools-based AEWs converted to permanency will be offered a minimum of 30 hours a week from the beginning of the relevant school year.
- 2.3.4 In the event that it is not possible to fully utilise 30 hours per week, the AEW will be offered such additional permanent hours to the extent available.
- 2.3.5 AEWs accepting additional hours as per 2.3.4 above are required to participate in a staffing placement process to ensure full utilisation of working hours.
- 2.3.6 All temporary non schools-based AEWs (i.e. levels 4 and 5) with continuous contracts greater than 1 year's duration will be offered permanent AEW 3 positions to take effect from the expiration of their tenure.
- 2.3.7 All AEWs who have 3 years continuous service in a level 4 and 5 position will be offered permanent fall back positions to AEW level 3 and 4, respectively, to take effect at the end of their tenure.
- 2.3.8 The joint DECD and AEU Aboriginal Education Worker Permanency Working Party will meet on an annual basis to ensure the effective operation of clause 2.3 of this Enterprise Agreement.

### **CLAUSE 2.4 INFORMATION PROVIDED ON ENGAGEMENT – AEWs, SSOs AND ECWs**

- 2.4.1 Upon engagement, a temporary employee will be advised:
- (a) In the case of a fixed term employee, the commencement and completion date of the engagement.
  - (b) In the case of a fixed task employee, the task or project that is to be undertaken and advice that the completion of the task or project represents the completion of the contract.

(c) In the case of a replacement employee, that the engagement is for the purposes of replacing a permanent employee who has a right of return to the position.

2.4.2 The additional information specified in 2.4.1 above will also be provided to existing employees who enter into a new temporary contract.

2.4.3 This clause will have effect in respect to temporary contracts entered into after 1 September 2010.

2.4.4 A casual employee employed after 1 September 2010 will be advised as to the basis of their engagement in accordance with either 2.1.7(a) (i), (ii) or (iii).

2.4.5 Upon engagement employees will be informed of any allowances to which they may be eligible.

## **PART 3 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **CLAUSE 3.1 PROCEDURES FOR PREVENTING AND SETTLING INDUSTRIAL DISPUTES**

- 3.1.1 The parties to this Enterprise Agreement will make every endeavour to facilitate the effective functioning of this procedure.
- 3.1.2 This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to work performance.
- 3.1.3 Without prejudice to either party, and except where a bona fide health and safety issue is involved, work should continue, without disruption by means of industrial action, on a status quo basis while matters in dispute are being dealt with in accordance with these procedures. "On a status quo basis" shall mean the work situation in place at the time the matter was first raised in accordance with this procedure.
- 3.1.4 Any grievances, industrial disputes, or matters (including matters the subject of this Enterprise Agreement) likely to create an industrial dispute arising under this Enterprise Agreement should be dealt with in the following manner:
- (a) The employee representative(s) who are parties to this Enterprise Agreement will advise the employees at each worksite of the name(s) of the representative(s) responsible for consultation on matters arising on the job.
  - (b) Any employee with a dispute is able to:
    - (i) seek a personal resolution by raising the matter with the person responsible for the dispute;
    - (ii) raise it directly with the site manager; or
    - (iii) raise it with the employee representative who shall raise the matter with the most immediate site manager.
- 3.1.5 If requested by the site manager, the subject of the dispute shall be put in writing, so far as is reasonably practicable.
- 3.1.6 The site manager shall endeavour to resolve the dispute and in the case of schools, may refer the dispute to the Personnel Advisory Committee for advice.
- 3.1.7 The matter shall be addressed as soon as possible either by way of an agreed resolution or by negotiating an agreed method and timeframe for proceeding.
- 3.1.8 If the matter is not resolved at this level the employee or employee representative should ask for it to be referred to the Executive Director, Human Resources and Workforce Development (or delegate) who shall arrange a conference to discuss the matter.
- 3.1.9 For matters which have not been resolved at the worksite level, or for matters beyond the worksite level, the following procedures shall be used:
- (a) The parties or their representatives should notify each other in writing of the name of their nominated representatives, if any, who would be responsible for seeking resolution to matters which cannot be resolved at the worksite.
  - (b) The employee representative(s) or the representative(s) of the other parties thus accredited will be the only person(s) entitled to make representations on behalf of the employee(s).
  - (c) The employer's representative(s) thus accredited will be responsible for dealing with matters raised by the employee representatives or other parties.

- 3.1.10 When a matter is referred to the Executive Director, Human Resources and Workforce Development (or delegate) a conference of the relevant parties shall be called to discuss the matter. When a matter is referred to an employee representative, that person shall refer it to the Executive Director, Human Resources and Workforce Development (or delegate) who shall call a conference as described.
- 3.1.11 The conference shall be commenced within 48 hours of the dispute or likely dispute having been referred to the Executive Director, Human Resources and Workforce Development (or delegate) or within such longer or shorter period as may be agreed by the parties.
- 3.1.12 At any stage in the procedure after consultation between the parties has taken place, in accordance with the procedure, either party may request, and be entitled to receive a response to its representations within a reasonable time, as may be agreed upon between the parties.
- 3.1.13 When a dispute is not resolved in accordance with this procedure, the matter may be referred to the IRCSA by any party to both the dispute and to this Enterprise Agreement, for conciliation and if not resolved, for arbitration.
- 3.1.14 If there is undue delay on the part of any party in responding to the matter creating a dispute or likely dispute, the party complaining of the delay may take the matter to another level of the procedure if the party believes it is desirable to do so.
- 3.1.15 In the event of a party failing to observe this procedure, the other party may take such steps as determined necessary to resolve the matter.
- 3.1.16 This procedure will not restrict the employer or its representative(s) or a duly authorised official of a union or representative of an employee making representations to each other.

NOTE: Nothing in this clause 3.1 is to be taken as preventing a non-schools based employee who has an individual workload grievance from accessing the grievance procedure. Where appropriate the site manager may refer the matter to the Human Resource Advisory Committee for advice.

### **CLAUSE 3.2 WORKLOAD MONITORING GROUP**

- 3.2.1 The parties agree to establish a Workload Monitoring Group (WGM) to discuss matters that impact upon the workload of teachers and leaders, including:
- (a) Monitoring and evaluation of the implementation and resourcing of new initiatives across the department and impacts of implementation on teacher and leader workload.
  - (b) General oversight of the development and implementation of the new initiatives arising out of, or referenced in, the Review of Teachers and Leaders Work 2011, including but not limited to:
    - Single student plan
    - System calendar
    - Training and PAC members
    - Emails
  - (c) Evaluating existing practices and current initiatives with regard to workload impacts so as to develop and implement strategies to decrease workload for teachers and leaders.
  - (d) Sharing of information on best proactive ideas and solutions to managing workload.
- 3.2.2 The WGM will comprise of up to four representatives from DECD, and up to four from the AEU, and a nominee from the PSA for matters applicable to SSOs and ECWs.
- 3.2.3 The WGM will meet on a regular basis as agreed by the parties and at least once per school term.
- The parties aim to take a cooperative approach to problem solving workload matters.

- 3.2.4 The establishment of the WMG will not limit the ability of DECD, the AEU nor the PSA to pursue workload concerns of teachers, leaders and non teaching staff through other grievance processes contained in this Enterprise Agreement.

### CLAUSE 3.3 NOTIFICATION OF CHANGE

- 3.3.1 Where DECD at a Departmental level has made a decision to introduce major changes in production, program, organisation, structure or technology that are likely to have **significant effects** on employees, DECD shall notify the employees who may be affected by the proposed changes and their union or unions.
- 3.3.2 **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the integration, closure, merger or amalgamation (howsoever described) of schools, preschools or sites; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Enterprise Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have a **significant effect**.
- 3.3.3 DECD shall discuss with the employees affected and their union or unions, among other things, the introduction of changes referred to in clause 3.2.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union(s) in relation to the changes.
- 3.3.4 The discussions shall commence as early as practicable after a decision has been made by DECD to make the changes referred to in clause 3.2.1.
- 3.3.5 For the purposes of such discussion DECD shall provide to the employees concerned and their union(s), all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matter likely to affect employees; provided that DECD shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.
- 3.3.6 For the purpose of this clause discussion involves the sharing of information and the exchange of views between DECD and employees and genuine opportunity for employees to contribute effectively to the decision making process and a bona fide opportunity to influence the decision making. Consultative arrangements put in place will ensure that the employees and union will have the choice and opportunity to be involved in the discussion process in the school.

### CLAUSE 3.4 ENFORCEMENT

- 3.4.1 If a Union reasonably believes that in respect of its members there is a purported breach or non-compliance with this Enterprise Agreement in relation to: an express basis on which this agreement is made; or a parliamentary process that reduces or removes an employment benefit; an existing condition; or a condition prescribed in this agreement, the Union may seek redress to the Industrial Relations Commission of South Australia in relation thereto.

### CLAUSE 3.5 PERSONNEL ADVISORY COMMITTEE

- 3.5.1 The parties acknowledge that staff morale and employee job satisfaction are enhanced where the views of all employees are taken into account before decisions are made. Consultative arrangements will be established in each school site to ensure the principal's responsibility to make school based human resource management decisions is carried out in a framework that enables staff to have genuine and direct input into the decisions that affect human resources in their school and their working life.

- 3.5.2 The Principal has delegated responsibility for human resource decisions at the school level, provided that these decisions are made in accordance with the consultation process outlined below.
- 3.5.3 Each school will establish a Personnel Advisory Committee (PAC) comprised of the following membership:
- (a) The Principal (or nominee);
  - (b) A nominee elected by AEU members at the school;
  - (c) An equal opportunity representative elected by all staff at the school; and
  - (d) A member of the non-teaching staff, elected by non-teaching staff at the school, who will participate only when the PAC is to deal with matters pertaining to non-teaching staff.
- 3.5.4 Members of the PAC are required to consult with and represent staff in relation to human resource matters, including the development of the site's human resource profile.
- 3.5.5 When representing and consulting with staff, members of the PAC will have regard to relevant equal opportunity, occupational health, safety and welfare, work life balance and workload issues.
- 3.5.6 For the purpose of this clause, consultation involves the sharing of information and the exchange of views between DECD and the employee and genuine opportunity for employees to contribute effectively to the decision making process and a bona fide opportunity to influence the decision making.
- 3.5.7 Consultative arrangements put in place will ensure that the staff and union will have the choice and opportunity to be involved in the consultation process in the school.
- 3.5.8 The PAC will work in partnership with the Principal in relation to human resource matters and perform any other function as provided for by this Enterprise Agreement.
- 3.5.9 The Principal will in all cases, except where it is not practicable because of the nature or urgency of the matter, work in partnership with the PAC at a school including in relation to:
- (a) The deployment of staff appointed to that school;
  - (b) The development of leadership structures within that school;
  - (c) The planning and organisation of the program of instruction in the school;
  - (d) The organisation of work including face to face teaching requirements and applicable part-time arrangements;
  - (e) The organisation of work of graduate teachers in the first twelve months of teaching within that school;
  - (f) The organisation and size of classes within that school, including practical classes;
  - (g) The overall configuration of staffing within the school;
  - (h) The number, nature, profile, tenure and special emphasis of leadership positions;
  - (i) Identification of vacancies within the school and the vacancy descriptions;
  - (j) The final draft of job and person specifications for all staff;
  - (k) Procedures for filling school based leadership positions (in accordance with HR29 - Merit Selection Policy 2010 and HR29A Merit Selection Procedures 2010);

- (l) Strategies to manage work organisation, class structure, specialist teaching load, face to face teaching time, non instruction time, leadership time and the allocation, size and configuration of classes;
- (m) The implementation of the HR14 – Part Time Employment Procedure (excluding school teaching staff) and HR14A – Part time Teachers (Schooling Sector) Operational Procedure including deployment of all part-time staff and access to training and development and promotion positions;
- (n) The implementation of the required placement procedures for all teaching staff;
- (o) Training and development priorities within the context of school planning, ensuring equitable access for all staff to training and development within available resources;
- (p) Concerns regarding excessive workload including class size; and
- (q) Strategies, where appropriate, to settle grievances in accordance with other provisions of this Enterprise Agreement.
- (r) The total number of students and classes for which a teacher has responsibility for preparation of lessons, report writing and assessment of student work.

3.5.10 For the purposes of performing the PAC's role under clause 3.5.9 the PAC will be provided with information sufficient for genuine consultation including information about the funding provided to the school and information, if any, that is provided to the school about composition of staff and class sizes.

3.5.11 The Principal, in partnership with the PAC, will develop a Human Resource Profile, consistent with this Enterprise Agreement.

3.5.12 It is expected that any school based human resource management decision specifically identified in this Enterprise Agreement will be arrived at by consensus. If consensus cannot be reached such a decision may be made by majority agreement of the members of the PAC including the Principal (or the Principal's nominee).

Where a majority of the PAC or two or more members of the PAC, excluding the Principal or his/her nominee, are dissatisfied with the manner in which a school based decision has been made or the outcome of such a decision the matter may be referred in writing to the Executive Director, Human Resources and Workforce Development (or delegate) and the matter will be dealt with in accordance with the procedures set out in clauses 3.1.8 – 3.1.16 of this Enterprise Agreement.

The "status quo basis" referred to in clause 3.1.3 of the Enterprise Agreement will apply in the manner set out therein where matters in dispute are being dealt with in accordance with relevant procedures.

3.5.13 Nothing in this clause, including the development of a Human Resource Profile for the school, shall affect the rights of employees under other clauses of this Enterprise Agreement.

3.5.14 In the exercise of any of its functions provided for by this Enterprise Agreement, the PAC will have regard to the Personnel Advisory Committee Handbook.

3.5.15 Where the AEU and DECD agree to changes from time to time to the PAC Handbook, the terms of each change will apply and the PAC Handbook will be amended accordingly.

3.5.16 Where the PSA, AEU and DECD agree to changes from time to time to the PAC Handbook insofar as the PAC Handbook deals only with SSOs, the terms of each change will apply and the PAC Handbook will be amended accordingly.

## **PART 4 – WAGES AND OTHER CONDITIONS OF GENERAL APPLICATION**

### **CLAUSE 4.1 WAGES AND SALARIES**

- 4.1.1 The employer shall pay the wages and salaries as set out in Schedule 1.
- 4.1.2 Where a person (except for a preschool teacher) is engaged to work a number of hours, the hourly rate will be calculated based on the following formula; annual salary to be multiplied by 6 and divided by 313, that answer to be divided by 37.5.
- 4.1.3 Where a preschool teacher is engaged to work a number of hours, the hourly rate will be calculated based on the following formula; annual salary to be multiplied by 6 and divided by 313, that answer to be divided by 36.25.

### **CLAUSE 4.2 COUNTRY INCENTIVES**

- 4.2.1 Schedule 2 - Country Incentives forms part of this Enterprise Agreement.
- 4.2.2 The provisions contained in Schedule 2.1 - Country Incentives Until 2002 (incl.) apply to any teacher having service of the kind specified in Schedule 2.1.
- 4.2.3 The provisions contained in Schedule 2.2 - Schools and Preschools – Country Incentives From 2003 (incl.) apply to Teachers (defined as a teacher, Band A and Band B leader in Schedule 1 of this Enterprise Agreement), Temporary Teachers employed for a continuous period of no less than 20 days, Preschool Teachers and Preschool Directors employed in a school or preschool listed within the County Zones specified in Schedule 2.2.
- 4.2.4 Despite the provisions of this clause, a teacher who is, or may become subject to the provisions of this clause may agree, in writing with DECD, to a modified scheme of country incentives to apply in respect of that teacher. In that event, the agreed scheme will apply to that teacher as if incorporated into this Enterprise Agreement.

### **CLAUSE 4.3 CLASSIFICATIONS**

- 4.3.1 The classification structures contained in the safety net awards continue to apply subject to the matters contained in Schedule 3.

### **CLAUSE 4.4 INFORMATION PROVIDED ON ENGAGEMENT - TEACHERS**

- 4.4.1 Upon engagement, a teacher will be advised:
- (a) Whether the engagement is on an ongoing, temporary or casual basis;
  - (b) If the engagement is on a temporary basis the employee will be advised;
    - (i) The commencement and completion date of the engagement;
    - (ii) In the case of a fixed task employee, the task or project that is to be undertaken and advice that the completion of the task or project represents the completion of the engagement;
    - (iii) In the case of a replacement employee, that the engagement is for the purposes of replacing a permanent employee who has a right of return to the position.
  - (c) The classification level of the teacher;
  - (d) The current salary level of the teacher;
  - (e) Any allowances for which the teacher may be eligible;
  - (f) If the engagement is subject to probation, the length and terms of the probation period.

- 4.4.2 The additional information specified in 4.4.1 above will also be provided to existing employees who enter into a new temporary contract.

#### **CLAUSE 4.5 PAID MATERNITY LEAVE AND PAID ADOPTION LEAVE**

- 4.5.1 An employee who applied for and was granted maternity leave or adoption leave commencing on or after the date of operation of this Enterprise Agreement will, in respect of the whole or part of leave occurring on or after the date of such operation, be entitled to the benefits provided by this clause as if this clause was in force at the time of having commenced to take such leave.
- 4.5.2 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service prior to the birth of the child, or prior to taking custody of an adopted child is entitled to: 16 weeks paid maternity leave or paid adoption leave. "Adopted child" means a child under 16 years of age.
- 4.5.3 An employee who, at the time of commencing such paid maternity or adoption leave, has been employed in the SA public sector for not less than 5 years (including any periods of approved unpaid leave):
- (a) Will be entitled to 18 weeks paid maternity or adoption leave; and
  - (b) If commencing an absence on maternity or adoption leave on or after 30 June 2014, will instead be entitled to 20 weeks.
- 4.5.4 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
- (a) The total of paid and unpaid leave is not to exceed 52 weeks in relation to the employee's child. For the purpose of this clause, child includes children of a multiple birth/adoption.
  - (b) Subject to the eligibility provisions as provided for at 4.5.2 and 4.5.3 an employee may take the entitlement at half pay or any combination of full or half pay.
- 4.5.5 An employee will be entitled to take the paid maternity/adoption leave in two split periods within a 52 week period.
- 4.5.6 This leave will be paid at the employee's ordinary rate of pay from the date maternity/adoption leave commences. This will include country incentives zone payments, Whyalla living allowances, special class allowances, behavioural allowances, and instrumental music teachers' allowance. It will exclude locality allowances, advanced increment allowances, higher duties or other additional duties allowances. For the purposes of this clause the phrase "ordinary rate of pay" in relation to an employee in a tenured leadership position is the rate of pay of that position including the payment and allowances included by this clause.
- 4.5.7 The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave, subject to clauses 4.5.8 and 4.5.9.
- 4.5.8 The paid maternity/adoption leave is to be extended by school vacation periods.
- 4.5.9 The paid maternity/adoption leave is to be extended by an entitlement accrued under clause 4.10 Training and Professional Development and taken in week 10 of Term 4.
- 4.5.10 Where both prospective parents are employees covered by this Enterprise Agreement; or if the other prospective parent is also an employee of DECD (i.e. employed by DECD under another enterprise agreement) the period of paid maternity or adoption leave (as applicable) may be shared by both employees, provided that the total period of paid maternity or adoption leave does not exceed the applicable maximum and the leave is taken in periods of not less than 4 weeks and had regard to the operational needs of DECD.
- 4.5.11 In recognition of having continuity for students, a fixed term appointment as a teacher may be extended to accommodate a period of paid maternity/adoption leave where the teacher becomes eligible for such leave during the period of their appointment.

- 4.5.12 Employees who have worked any period of less than full-time in the preceding 12 months will have the same entitlements as full-time employees on a pro rata basis according to the average number of hours worked during the immediately preceding 12 months (disregarding any periods of leave).
- 4.5.13 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that that illness has arisen from the pregnancy.
- 4.5.14 For the purpose of this clause, continuous service will be taken to include service for the relevant period not interrupted by breaks in service of more than three months (excluding vacation periods). In the case of service prior to the commencement of this Enterprise Agreement it shall also include:
- (a) Employment on a regular and systemic basis for several periods of employment for the relevant period; or
  - (b) Employment on a regular and systemic basis for an ongoing period of employment for the relevant period.
- 4.5.15 The entitlements in this clause will be in addition to entitlements under the federal *Paid Parental Leave Act 2010 (Cth)* (as amended from time to time).

#### **CLAUSE 4.6 RETURN TO WORK ON A PART-TIME BASIS**

- 4.6.1 Subject to this clause, an employee is entitled to return to work after maternity or adoption leave on a part-time basis until the child's second birthday at the level of the employee's regular appointment. The days and hours for the part time arrangement will be as agreed between the Chief Executive DECD (or delegate) and the employee.
- 4.6.2 In the event that an employee is in a tenured leadership position prior to maternity or adoption leave, the employee is entitled to work on a part-time basis at the level of the tenured appointment immediately preceding the maternity or adoption leave until the end of the employee's tenure or until the child's second birthday, whichever occurs first.
- 4.6.3 The following conditions apply to an employee applying to return on a part-time basis:
- (a) The employee will provide the Chief Executive with such a request giving as much notice as possible but not less than 6 weeks (excluding vacation periods) prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to the Chief Executive such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday.
  - (b) As much notice as possible but not less than 6 weeks (excluding vacation periods) prior to the relevant child's second birthday, the employee will advise the Chief Executive whether the employee will revert to employment on a full-time basis or seeks to continue to be employed on a part-time basis so that adequate time is provided to make appropriate arrangements for the employee and any consequential vacancy at the site, where necessary.
  - (c) An employee's return to work part-time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.
- 4.6.4 This clause does not limit an employee's right to request parental leave on a part-time basis until the child reaches school age, in accordance with clause 6.7.15 of the *Teachers (DECS) Award* and similar clauses in the other safety net awards.

#### **CLAUSE 4.7 SPECIAL LEAVE AND DOMESTIC / RELATIONSHIP VIOLENCE**

- 4.7.1 Special Leave will be provided to employees in Government schools and preschools in accordance with the DECD HR04 Special Leave Policy or its successor.

- 4.7.2 The employer will genuinely consult with the AEU and the PSA in relation to any proposed amendment of the policy.
- 4.7.3 The parties acknowledge that an employee who is experiencing domestic or relationship violence (actual or threatened) can make reasonable use of, and DECD will provide reasonable access to, existing leave and flexible and safe working arrangements; and that DECD will facilitate an amendment to that effect (including general arrangements for use/access) in an applicable policy.
- 4.7.4 The employer will genuinely consult with the AEU and, the PSA, in relation to any proposed amendment of the policy.

#### CLAUSE 4.8 UNIONS

- 4.8.1 Union workplace representatives will be provided with reasonable access to means of communication and facilities for the purpose of undertaking union activities, provided the service delivery is not disrupted and work requirements are not unduly affected.
- 4.8.2 Such facilities include telephone, computers, access to union Web Pages, email, photocopiers, facsimile machines, storage facilities, meeting rooms, notice boards and staff notices. Reasonable access must take into account all the relevant circumstances. In the case of access to storage facilities and meeting rooms, the relevant circumstances include the ability of DECD to provide the specific facilities or room sought.

#### CLAUSE 4.9 TRAINING AND PROFESSIONAL DEVELOPMENT

- 4.9.1 For the purpose of this clause **eligible staff** means the following employees in schools and preschools:
- (a) School and preschool teachers (including those in leadership positions);
  - (b) Aboriginal Education Workers (AEWs);
  - (c) School Services Officers (SSOs);
  - (d) Early Childhood Workers (ECWs);
  - (e) Seconded Teachers on teacher conditions; and
  - (f) Any other staff eligible under the Training and Professional Support Strategy.
- 4.9.2 For the purpose of this clause, outside of normal school hours means beyond those hours required of **eligible staff** at the workplace to fulfil their regular role and responsibilities.
- 4.9.3 Training and professional development undertaken by **eligible staff** must be consistent with:
- (a) The professional requirements of their role; or
  - (b) The site, regional and/or departmental priorities and needs as determined from time to time.
- 4.9.4 **Eligible staff** who provide an employee declaration to their site leader by the end of week 9 Term 4 each year stating that they have undertaken the equivalent of 37.5 hours (or 36.25 hours in the case of a preschool teacher or Preschool Director) of training and professional development will not be required to attend Government preschools and schools in week 10 of Term 4.
- 4.9.5 An **eligible** SSO, AEW or ECW who is requested or required and performs work during week 10 of term 4 shall be provided with time off in lieu. In the event that time off in lieu is not reasonably available, that staff member shall be remunerated for the work done in that week at their ordinary rate of pay.
- 4.9.6 Employees who undertake a proportion of the approved training and professional development activities are required to be on duty for the remaining portion of the five days (or pro rata period for part-time employees) during the final duty week of the school year. For the purpose of calculating

the period required to be on duty, the smallest counting unit will be a half-day for contract teachers and SSOs and a whole day for permanent teachers.

- 4.9.7 Participation in training and professional development outside of the normal work hours at the workplace is voluntary and staff cannot be required to undertake training and professional development in their own time outside of normal work hours. Where a staff member is required to undertake Training and Professional Development during normal school hours it should not be at the staff member's expense.
- 4.9.8 Part-time employees and employees who work for part of the school year accrue benefits under this clause on a pro-rata basis, calculated in accordance with Appendix A of the Training and Professional Support Strategy Guidelines.
- 4.9.9 Pursuant to clause 4.5.9 of this Enterprise Agreement, paid maternity/adoption leave is to be extended by any entitlement accrued under this clause and taken in week 10 of Term 4.

#### **CLAUSE 4.10 SALARY PACKAGING**

- 4.10.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee that enables salary packaging arrangements to be put in place.
- 4.10.2 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Enterprise Agreement will be the salary payable under the SSA, notwithstanding any other provision in this Enterprise Agreement.
- 4.10.3 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into a SSA.
- 4.10.4 Where, on cessation of employment, the employer makes a payment in lieu of notice, or a payment in respect of accrued recreation or long service leave entitlements, the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

#### **CLAUSE 4.11 REQUIRED PLACEMENT**

- 4.11.1 The provisions concerning required placement of teaching staff in schools will be in accordance with Appendix 5 of the "Procedures for the Recruitment and Selection of Teaching Staff in Schools 2011" or its successor.
- 4.11.2 The provisions concerning required placement of School Services Officers will be in accordance with section 2.2 of the "School Based Ancillary Staffing Policies and Procedures", or its successor, and clause 6.6 unless replaced by a variation arising from the review at clause 6.7.
- 4.11.3 The provisions concerning required placement of teaching staff in preschools will be in accordance with section 2.6 of the "Children's Services Teacher/Director Placement Processes Policies and Procedures", or its successor.
- 4.11.4 The provisions concerning required placement of early childhood workers will be in accordance with section 2.2 of the "Early Childhood Workers Placement Policies and Procedures", or its successor.
- 4.11.5 DECD will genuinely consult with the AEU and the PSA, where relevant, in relation to any proposed amendment of the above named policies.

## PART 5 – REGULATION OF WORKLOAD

### CLAUSE 5.1 TEACHER WORKLOAD: SCHOOLS

- 5.1.1 Teachers should have the opportunity to perform all of their duties within a reasonable timeframe and have fair and reasonable conditions and students should have ready access to their teachers. In this context, the work allocated to a teacher should, as far as practicable, provide for an equitable distribution of work across all teachers in the school.

### CLAUSE 5.2 FACE TO FACE TEACHING HOURS

- 5.2.1 This clause regarding face to face teaching hours operates on and from the commencement of the 2011 school year.
- 5.2.2 For the purpose of this clause, face to face teaching, in relation to a particular teacher, means:
- (a) Rostered teaching sessions in a documented approved course of study for which the teacher has the primary responsibility for education delivery;
  - (b) Tutoring or special needs support;
  - (c) Relief teaching lessons;
  - (d) Pastoral care/home group activities involving student supervision, student counselling or consultation in which at least some of the activities are designed to enhance personal development;
  - (e) Rehearsals, practices, presentations, performances which are part of the curriculum;
  - (f) Work experience and vocational education program delivery and/or supervision in secondary schools.
  - (g) School excursions and camps which are part of the curriculum.
- 5.2.3 In the case of a student counsellor, face to face teaching includes time allocated for student counselling and consultation.
- 5.2.4 In the case of a teacher librarian, face to face teaching includes time allocated for student contact and consultation in a library.
- 5.2.5 For the purpose of this clause Non Instruction Time (NIT) in relation to a particular teacher includes the time during school hours allocated to teachers to enable them to undertake preparation of lessons, assessment of student work, report writing and curriculum development and shall include leadership time for Band A and Band B leaders in schools.
- 5.2.6 A teacher may be required to teach, and shall not be required to teach in excess of the maximum number of hours per week of face to face teaching, which may be averaged over a school term or over the school year.
- 5.2.7 A teacher shall be entitled to the minimum amount of NIT per week which may be averaged over a school term or over the school year.
- 5.2.8 Subject to 5.2.9 below, the maximum number of hours of face to face teaching per week or the number of face to face teaching hours averaged over a school term or the school year is:

#### For Teachers

<i>Classification</i>	<i>Face to face teaching</i>	<i>Non Instruction time</i>
Secondary school teacher	21h per week	5h 40m per week

Primary school teacher	22h 30m per week	4h 10m per week
Secondary school beginning teacher	18h 54m per week	7h 46m per week
Secondary school beginning teacher ATSI	16h 48m per week	9h 52m per week
Primary school beginning teacher	20h 15m per week	6h 25m per week
Primary school beginning teacher ATSI	18h per week	8h 40m per week

5.2.9 Notwithstanding subclauses 5.2.6, 5.2.7 and 5.2.8 above, the hours of face to face teaching and NIT will not be averaged over a school term or the school year for secondary school beginning teachers or beginning ATSI teachers or for primary school beginning teachers or beginning ATSI teachers.

5.2.10 For teachers working in area, combined, special schools, units and classes, behavioural units, learning centres and NAP units, the face to face teaching hours and non-instruction time will be those corresponding to the level of schooling (i.e. primary or secondary) in which the teacher spends the majority of their face to face teaching time.

For Band B Leaders in Schools

<b>Classification</b>	<b>Maximum face to face teaching</b>
Primary school Band B-1 <sup>1</sup>	18 hours and 30 min per week
Secondary school Band B-1	17 hours and 15 min per week
Primary school Band B-2 to Band B-6	14 hours per week
Secondary school Band B-2 to Band B-6	13 hours per week
Primary school Deputy Principal	14 hours per week (where the Weighted <sup>2</sup> enrolment estimate is 190 to 234 students)
Primary school Deputy Principal	13 hours and 30 min per week (where the Weighted enrolment estimate is 235 to 249 students)
Primary school Deputy Principal	11 hours and 15 min per week (where the Weighted enrolment estimate is 250 students or more)
Secondary school Deputy Principal	10 hours and 30 min per week

5.2.11 For Band B leaders in Area schools, the face to face teaching hours will be those corresponding to the same leadership level and level of schooling (i.e. primary or secondary) in which the teacher spends the majority of their face to face teaching time.

5.2.12 A Teacher and the Principal in consultation with the PAC may agree:

- (a) An alternative maximum number of weekly face to face teaching hours to be undertaken by a teacher.
- (b) The averaging of the maximum weekly number of face to face teaching hours over a term or the school year and a corresponding adjustment of the minimum weekly NIT, except in relation to the classifications set out in subclause 5.2.9.

<sup>1</sup> This level also applies to the legacy position – see footnote 1 of Schedule 6

<sup>2</sup> In a Primary school the Weighted enrolment is October estimated enrolments.

In an Area school the Weighted enrolment is the October estimated primary enrolments and twice the February secondary enrolments.

- (c) The crediting of the face to face teaching hours or a part thereof that the teacher would have worked but for a period of attendance on a camp or excursion.
- (d) The adjustment of the maximum weekly number of face to face teaching hours or some other suitable accommodation when a teacher is required to teach outside school hours for rehearsals, practices, presentations, performances or any other agreed activity which is part of the curriculum.
- (e) An alternative minimum weekly NIT taking into account the factors set out in clause 5.2.12.

5.2.13 In addition to face to face teaching, teachers may be required by the Principal in consultation with the PAC to undertake a range of other duties. In the distribution of other duties, the following factors are to be taken into account:

- (a) As far as practicable, the equitable distribution of other duties within the school;
- (b) The relative importance of the various duties to be undertaken;
- (c) The time required to perform the duties;
- (d) The range and frequency of tasks to be performed;
- (e) The classification, qualifications, training and experience of the teacher; and
- (f) An appropriate level of NIT to assist with preparation, assessment and reporting requirements.

5.2.14 Relief Lessons Above Maximum Face To Face Teaching Load:

- (a) For the purpose of this clause a teacher means the classification of teacher Band A and Band B leaders in schools I but consistent with clause 5.2.9 excludes secondary beginning teachers or beginning ATSI teachers or for primary school beginning teachers or beginning ASTI teachers.
- (b) With regard to clause 5.2.6 in circumstances where the taking of a relief lesson would result in a teacher's, face to face teaching load exceeding the maximum as provided in clause 5.2.8 and, 5.2.9 or by an agreed averaging arrangement pursuant to clause 5.2.11, all reasonable endeavours should be made to engage a Temporary Relief Teacher (TRT) or Permanent Relief Teacher (PRT).
- (c) In circumstances where a TRT or PRT cannot be engaged, prior to assigning the taking of a relief lesson, regard should be given to the teacher's teaching load and the reasonableness of increasing that load.
- (d) In determining whether the additional hour/s are reasonable or unreasonable, the principal and teacher, in partnership with the PAC, should have regard to:
  - (i) Any risk to employee's health and safety from working the additional hours;
  - (ii) The teachers workload;
  - (iii) The employee's personal circumstances, including family responsibilities;
  - (iv) The needs of the workplace in which the employee is employed;
  - (v) Any notice given by the employer of any request or requirement to work the additional hours;
  - (vi) Any notice given by the employee or his or her intention to refuse to work the additional hours;
  - (vii) The teachers experience, expertise and qualifications;
  - (viii) The nature of the employee's role and level of responsibility; and
  - (ix) Any other relevant matter.
- (e) Where a teacher, agrees to take a relief lesson that results in a face to face teaching time in excess of their provision, they will be entitled to the equivalent amount of non-instruction time. This additional NIT should be provided as soon as practicable after the relief lesson

has been taken and at a time agreed between the employee and their manager, but in any event no later than 10 working days after the relief lesson has been taken.

- (f) In the event that the NIT is not able to be taken within the agreed period, the employee will instead receive an additional payment for the time worked in taking the relief lesson, calculated at the nearest hourly equivalent of the TRT rate.

5.2.15 Requirement To Work In Excess Of Maximum Face To Face Teaching Load:

- (a) If a teacher agrees to work in excess of their maximum face to face teaching load as provided in clause 5.2.8, 5.2.9 or an agreed averaging arrangement pursuant to clause 5.2.11, they will be entitled to the equivalent amount of non-instruction time. This additional NIT should be provided as soon as practicable and at a time agreed between the teacher and their manager.
- (b) In the event that the NIT is not able to be taken within the agreed period, the teacher will instead receive an additional payment for the hours worked in excess of their maximum face to face teaching load calculated at the nearest hourly equivalent of the TRT rate.

**CLAUSE 5.3 CLASS SIZES: SCHOOLS**

5.3.1 This clause regarding class size operates on and from the commencement of the 2011 school year.

5.3.2 This clause recognises that there are varied forms of teaching arrangements (including practical classes, team teaching and lecture/tutorials) and different structural options, (including B-12 arrangements, senior school arrangements and senior campuses) that optimise student learning opportunities.

5.3.3 The organisation of teaching should provide and maintain, so far as is practicable, a working environment that is safe and without risks to health.

5.3.4 In this context, and within the fixed resources provided to schools and the physical facilities, class size should be planned on the minimum number of students possible.

5.3.5 The teacher to students ratio in a class ("class size") shall on average across the year levels specified not be greater than:

- (a) years R to 2: 26
- (b) years 3 to 7: 30
- (c) years 8, 9 & 10: 29
- (d) years 11 & 12: 26

In intensive English Language Centres the teacher to students ratio in a class ("class size") shall on average not be greater than:

- (e) Primary Intensive English Language Centre: 15
- (f) Secondary Intensive English Language Centre:
  - a. Language class: 15
  - b. Literacy class: 10

5.3.6 Where a teacher teaches a mainstream composite class the class size shall be the lower of the on average maximums prescribed in clause 5.3.5 (a), (b), (c) and (d).

5.3.7 If the teacher, the Principal and the PAC agree, the nominated maximum ratio in any particular class may be averaged across the school year.

5.3.8 If the teacher, the Principal and the PAC agree the class size in any particular class may be greater than that specified in clause 5.3.5 if the increased average class size is consistent with the equitable distribution of duties between the teachers of the school.

5.3.9 **Practical class size**

- (a) Schools are required to provide and maintain, as far as is practicable, a working environment that is safe and without risks to health.
- (b) A practical class includes a subject or course where the use of equipment and/or material of a potentially dangerous nature are involved and/or a class in which students are undertaking manual or other tasks requiring greater individual supervision of the classroom activity.
- (c) Schools should plan for the minimum practical class sizes possible within available resources. Practical class sizes should be determined having regard to the nature of the activities, the nature of the equipment used, the maturity and competence of the students and the capabilities of the teacher to provide expert supervision.

#### 5.3.10 Mainstream Class Size When Students With Individual Plans Are Enrolled

Where a class has one or more students with an individual learning plan or students with other special needs the PAC should plan for the minimum class size possible having regard to the following:

- (a) the nature of the students disability or special needs;
- (b) the number of students with individual plans enrolled in the class;
- (c) the level of support the students need and are provided with;
- (d) the maturity and capabilities of the students;
- (e) the educational needs of all students in the class;
- (f) ensuring a safe working environment without risk to health;
- (g) nature of the activities and equipment to be used;
- (h) the workload of the teacher;
- (i) an appropriate level of NIT to assist the teacher with increased preparation, assessment and reporting requirements;
- (j) qualifications, experience and capabilities of the teacher;
- (k) the adverse impact on the size of the other classes across those year levels.

### CLAUSE 5.4 SSO SUPPORT

- 5.4.1 There shall be a minimum of one (1) SSO present while a class in a special school, special unit or special small class is being taught.

### CLAUSE 5.5 OVERTIME FOR SSOs AND ECWs

#### Definitions

- 5.5.1 "**Overtime**" means:

- (a) In the case of an employee working less than full-time hours, approved hours worked in excess of the employee's daily ordinary hours;
- (b) In the case of an employee working full-time hours, approved hours in excess of 8 hours in any one day or in excess of 38 hours in any one week; and
- (c) For all employees, all approved hours worked on Saturdays, Sundays, and Public Holidays, other than work performed on any such day which constitutes part of an SSO's or ECW's normal hours of duty.

- 5.5.2 "**Appropriate Manager**" means:

- (a) The Principal (or his or her delegate) for employees in schools.
- (b) The Preschool Director, (or his or her delegate) for employees in preschools.

- 5.5.3 "**Approved hours**" mean hours worked with the approval of the Appropriate Manager.

- 5.5.4 In calculating overtime each day or shift is to stand alone.

### Requirement to work overtime

5.5.5 An employee may be required to work reasonable overtime.

### Payment for overtime – full-time employees

- 5.5.6 Except as otherwise provided in this clause, full-time SSOs and ECWs who qualify for **overtime** payment are to be paid on the following basis for overtime worked:
- (a) On Monday to Friday inclusive - at the rate of time and a half for the first 3 hours and double time thereafter;
  - (b) On a Saturday (other than a Saturday which is a public holiday) - at a rate of time and a half for the first 3 hours and double time thereafter, except that all time worked in the afternoon will be at the rate of double time with a minimum payment as for 3 hours work at the appropriate rate;
  - (c) On a Sunday - at the rate of double time for all time worked with a minimum payment as for 3 hours work at such rate;
  - (d) On a Public Holiday - at the rate of double time and a half for all time worked with a minimum payment as for 3 hours work at such rate.
  - (e) Paid overtime for an SSO or ECW who is in receipt of a loading will be calculated without regard to that loading.
  - (f) Payment for overtime does not extend to any SSO or ECW:
    - (i) Paid an allowance in lieu of overtime;
    - (ii) Whose salary (or salary and allowances in the nature of salary) exceeds the maximum salary of the SSO5 classification, as applying from time to time.
  - (g) Where an SSO's salary exceeds the maximum salary for the SSO4 classification, as applying from time to time, the hourly overtime rate is to be calculated on that salary.

### Payment for overtime - SSOs and ECWs working less than full-time hours

5.5.7 Payment of **overtime** worked by SSOs and ECWs working less than full-time hours will only occur when TOIL is unable to be taken within the stated time frame in accordance with 5.5.10.

### Time off in lieu of overtime (TOIL)

- 5.5.8 Except for overtime worked on a public holiday, a full-time SSO or ECW may request, and if agreed by the appropriate manager, may take time off with pay equal to the **overtime** worked in lieu of receiving overtime payment.
- 5.5.9 **Overtime** worked by SSOs and ECWs working less than full-time hours will be compensated by TOIL.
- 5.5.10 TOIL should be taken at a time that is mutually agreed between the **appropriate manager** and the SSO or ECW concerned. TOIL should be taken as soon as practicable after the overtime has been worked but in any event it is to be taken no later than 35 days after the overtime is worked. For the purposes of calculating the 35 day period for employees in receipt of a term time loading, school vacation periods will be excluded.
- 5.5.11 In the event that TOIL is not taken within the period specified in 5.5.10, overtime will be paid to the SSO or ECW in accordance with 5.5.6.

### Meal breaks

- 5.5.12 An SSO or ECW who undertakes more than 2 approved hours work after normal finishing time on week days, is entitled to an unpaid break of at least 30 minutes. The "normal finishing time" for this purpose is the time an employee, with the agreement of the appropriate manager, normally finishes work for the day.
- 5.5.13 Where as a result of urgent and unavoidable work an SSO or ECW has approval to work through their lunch break and is not entitled to any consequential loading or payment in respect of that period or the period of work until a break is taken, the SSO or ECW is entitled to take their break at the earliest opportunity. Where such SSO or ECW is not able to take a break prior to the completion of their work during that day or shift, the SSO or ECW is entitled to accrue as TOIL the period of the break not taken.

#### **Hours off duty when overtime is worked**

- 5.5.14 When **overtime** work is necessary it will, whenever reasonably practicable, be so arranged that an SSO or ECW has at least 8 consecutive hours off duty between the work of successive days.
- 5.5.15 An SSO or ECW who works so much **overtime** between the cessation of ordinary work on any one day and the commencement of ordinary work the next day that they have not had at least 8 consecutive hours off duty between those times, will be released after completion of the **overtime** until they have had 8 consecutive hours off duty. This will be without loss of pay for ordinary working time that occurs during such absence.
- 5.5.16 If on the instructions of DECD, an SSO or ECW resumes or continues work without having had such 8 consecutive hours off duty the employee will be paid at double time until released from duty for such period and is entitled to be absent until they have had 8 consecutive hours off duty without loss of pay for ordinary working time which occurs during such absence.

#### **CLAUSE 5.6 GRIEVANCES CONCERNING WORKLOAD**

- 5.6.1 An individual staff member may raise concerns regarding excessive workload directly through the relevant consultative committee, namely:
- (a) in the case of employees at schools, the Personnel Advisory Committee (PAC);
  - (b) in the case of employees at preschools, the workgroup.
- 5.6.2 Matters which may specifically be of concern include the level of non instruction time, class or group size, yard and bus duty, lunch care program, meeting attendance, administration and leadership time, extra-curricula activities and general duties as they relate to non-teaching staff.
- 5.6.3 In considering the grievance the consultative committee will take into consideration the balance of workload for the individual as well as the comparative workload of other staff.
- 5.6.4 The matter should be addressed expeditiously and, in any case, within five working days of written notification of the grievance.
- 5.6.5 Should the grievance not be resolved in the consultative committee, the aggrieved employee may elect to use the grievance procedure contained in clause 3.1, commencing at the level identified in clause 3.1.9.

## **PART 6 – CONDITIONS FOR SPECIFIC CATEGORIES OF EMPLOYEES**

### **CLAUSE 6.1 ON-CALL AND RECALL ALLOWANCES AND CONDITIONS – SSOs AND ECWs**

#### **Allowances**

- 6.1.1 SSOs or ECWs who are rostered to be on-call of a night time, will be paid an allowance for each night as follows:
- (a) \$28.35 on and from 1 October 2012;
  - (b) \$29.20 on and from 1 October 2013; and
  - (c) \$30.10 on and from 1 October 2014.
- 6.1.2 SSOs or ECWs who are rostered to be on-call during a full Saturday, Sunday or public holiday or any day that the SSO or ECW would normally be rostered off duty, will be paid an allowance per day as follows:
- (a) \$49.55 on and from 1 October, 2012;
  - (b) \$51.05 on and from 1 October, 2013; and
  - (c) \$52.60 on and from 1 October, 2014.

#### **On-call conditions**

- 6.1.3 No SSO or ECW should be rostered or required to be on-call more frequently than a total of 7 days every 14 days. Any arrangement that would require an SSO or ECW to be on-call more frequently than this must only be introduced where the SSO or ECW concerned genuinely agrees.
- 6.1.4 The frequency, duration, etc. of being on-call is to be established through consultation with the SSOs or ECWs affected and if requested by the Principal or Preschool Director, their representatives, having particular regard to Occupational, Health and Safety considerations.
- 6.1.5 SSOs or ECWs who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- 6.1.6 SSOs or ECWs who are on-call will be provided with any equipment required for their work (except where existing provisions or other agreed arrangements, which require SSOs or ECWs to provide their own equipment, are in place).
- 6.1.7 Existing telephone rental and business calls reimbursement provisions contained in the relevant awards, determinations and other manuals of conditions of employment, etc. covering the SSOs or ECWs bound by this Enterprise Agreement are not affected by these provisions and will continue to apply.

#### **Recall to Work**

- 6.1.8 Subject to 6.1.10 below, SSOs and ECWs will be entitled to payment for all time worked, with a minimum of 3 hours paid, at overtime rates (or time off in lieu by agreement) when on-call and recalled to work necessitating their attendance at the workplace or other worksite.
- 6.1.9 Subject to 6.1.10 below, SSOs and ECWs will be entitled to payment at overtime rates (or time off in lieu by agreement) for work performed from home when on-call, provided that the total time spent so working on any day and/or night is at least 30 minutes.
- 6.1.10 The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in 6.1.8 and 6.1.9 is the SSOs or ECWs normal rate for overtime purposes.
- 6.1.11 All SSOs or ECWs who travel to work as a result of receiving a recall to work will:
- (a) Be reimbursed for use of a private motor vehicle for the journey to and from the workplace using the shortest, most practicable route (together with any parking fees) (provided that no SSO or ECW will be required to use a private vehicle for work purposes); or

- (b) Be permitted to use a taxi at the employer's expense to travel to and from the workplace; or
- (c) Be permitted to use a Government vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

### **Reimbursement of child care costs**

- 6.1.12 Where an SSO or ECW is given less than 24 hours prior notice that the SSO or ECW is required to work outside of their fortnightly ordinary hours of work, and consequently the SSO or ECW utilises paid child care, the employer will reimburse the reasonable child care costs incurred by the SSO or ECW arising from performing such work, subject to this clause.
- 6.1.13 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 6.1.14 The work, or the hour/s to be worked, is not part of a regular or systemic pattern of work or hours performed by the SSO or ECW.
- 6.1.15 The reimbursement will be in respect of the reasonable costs incurred by the SSO or ECW in respect of the work.
- 6.1.16 Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by DECD.
- 6.1.17 The SSO or ECW will provide the agency with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.

### **Reclassification date**

- 6.1.18 Where an SSO or ECW makes application for reclassification to the Chief Executive in writing on a form approved by the Chief Executive, and if that application is acceded to, the operative date for that application will be no earlier than the date of lodgement and no later than three calendar months from the date of lodgement.

## **CLAUSE 6.2 VOLUNTARY FLEXIBLE WORK ARRANGEMENTS (VFWAS)**

- 6.2.1 For the purposes of this clause, an employee means a SSO with administrative responsibilities (i.e. those without classroom support duties).
- 6.2.2 The parties acknowledge the mutual benefit to DECD and the employee of VFWAs to balance work and other (including family) commitments.
- 6.2.3 The Chief Executive of DECD (or delegate) will consider an employee's request to participate in a VFWA having regard to both the operational needs of DECD or particular workplace, and the employee's circumstances.
- 6.2.4 Clauses 6.2.5 to 6.2.8 inclusive apply for the period an employee participates in a VFWA.
- 6.2.5 Subject to this clause, the salary or wages payable to an employee or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in, or Schedule of this Enterprise Agreement.
- 6.2.6 Where an employee is participating in a Purchased Leave type of VFWA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
- 6.2.7 Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Overtime will only be

payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.

- 6.2.8 Where, on cessation of employment, DECD makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another public sector employer in the event the employee immediately becomes employed by that public sector employer), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.

### **CLAUSE 6.3 PAYMENT OF SSOS**

- 6.3.1 A full-time SSO is entitled to be paid fortnightly in arrears the salary specified in the Schedule 1.6 to this Enterprise Agreement.
- 6.3.2 A part-time SSO is entitled to be paid fortnightly in arrears an hourly rate for the hours for which he or she is engaged.
- 6.3.3 A casual SSO is entitled to be paid fortnightly in arrears an hourly rate for each hour worked and a casual loading as prescribed by the safety net award and will not be entitled to any recreation leave, sick leave nor payment for public holidays.
- 6.3.4 For reference purposes, the casual loading provided by the safety net award is 23% from 1 July 2012; 24% from 1 July 2013; and 25% 1 July 2014 pursuant to the decision of Full Commission in the *Casual Loading Case [2012] SAIRComm 1*.

### **CLAUSE 6.4 CRITERIA BASED INCREMENT APPLICABLE TO SSOs, ECWs AND AEWs**

- 6.4.1 A new criteria based increment will apply above the current top increment at each SSO-1 and SSO-2; ECW-1 and ECW-2; and AEW-1 and AEW-2 operative from the commencement of the 2013 school year (ffpp on or after 24 January 2013 – rates in Schedule 1.4 (AEW), Schedule 1.5 (ECW) and Schedule 1.6 (SSO)) as follows:
- (a) An employee classified at level 1 or level 2 SSO, ECW or AEW is eligible to apply for progression to the new criteria-based increment subject to the following:
    - (i) the employee has attained the relevant qualifications as required by DECD;
    - (ii) the employee has completed 12 months at the current top step of the relevant level; and
    - (iii) is not currently subject of unsatisfactory performance management processes.
  - (b) The operative date for a successful application will be the first full pay period on or after the date of lodgement of the application except where an applicant provides evidence that he or she met the criteria before the commencement of the 2013 school year, in which case, the operative date will be first full pay period on or after 24 January 2013.
  - (c) If an eligible employee's application is not successful then the employee may lodge a grievance with the Chief Executive (or their delegate) in the first instance OR the employee may lodge a grievance in accordance with the existing procedures for preventing and settling disputes at clause 3.1.
- 6.4.2 DECD will make available a list of recognised qualifications and will consult with the AEU and PSA about applicable qualifications as varied from time to time to meet operational or program needs. DECD will establish an on-line application process for employee applications.

## CLAUSE 6.5 TEACHING STAFF

### Recruitment and selection of teaching staff

- 6.5.1 The placement of teachers in schools or positions will occur in accordance with the Teacher Recruitment and Selection Policy 2011 and Procedures for the Recruitment and Selection of Teaching Staff in Schools 2011.
- 6.5.2 DECD will review the Teacher Recruitment and Selection Policy 2011 as applicable to schools. It is intended that the review be completed by 29 March 2013. DECD will consult with the AEU regarding any amendments to the policy and procedures. Any agreed amendments will be implemented during 2013 for the school staffing in the 2014 school year.
- 6.5.3 Where the AEU and DECD agree to changes from time to time to the policy, the terms of each such change will apply and the Teacher Recruitment and Selection Policy 2011 document shall be taken to have been amended accordingly.

### Part-time Teachers

- 6.5.4 To the extent that they are consistent with the conditions in this Enterprise Agreement, the employment conditions of part-time teachers in schools in the HR14A – Part time Teachers (Schooling Sector) Operational Procedure apply.
- 6.5.5 Where the AEU and DECD agree to changes from time to time to the procedure, the terms of such change will apply and the HR14A – Part time Teachers (Schooling Sector) Operational Procedure shall be taken to have been amended accordingly.

### Seconded Teachers

- 6.5.6 Officers of the teaching service who are seconded (“seconded officers”) to carry out duties under the direction of professional officers engaged in administration or supervision of education will be paid in accordance with Schedule 1.1.
- 6.5.7 To the extent that they are consistent with the conditions in this Enterprise Agreement, the conditions of employment for seconded teachers will be as per the DECD Policy HR10 - South Australian Seconded Teachers Conditions, Policies and Procedures Document, as may be varied from time to time.
- 6.5.8 The DECD Policy HR10 – South Australian Seconded Teachers Conditions, Policies and Procedures Document will only be varied with the agreement of both DECD and the AEU.
- 6.5.9 The criteria for appointment as a level 1, 2 and 3 Seconded Teacher are contained in Schedule 3 Classifications.

### Extension of school day in re-entry schools

- 6.5.10 Re-entry schools will, as far as reasonably practicable, arrange timetables to ensure all staff members are able to attend staff meetings in order to contribute to the school’s decision making processes.
- 6.5.11 A teacher may be required to teach after 5:00pm on no more than two evenings per week. In that week, any further teaching undertaken outside normal hours shall be subject to the agreement of the officer concerned.
- (a) Where a teacher is required to teach after 5:00pm on only one evening per week, those hours shall form part of the teacher’s face to face teaching load but an additional 50% of the hours so worked that evening may be taken off in lieu of non instruction time.
- (b) Where a teacher is required to teach after 5:00pm on two evenings per week, the hours so worked during the first evening will attract credit as in (a) above, whilst the hours so worked

during the second evening will attract credit of one and one half hours against the teacher's face to face teaching load for each hour of teaching undertaken.

- (c) Where a teacher undertakes teaching outside normal hours other than in (a) or (b) above, each hour of teaching undertaken by the teacher will attract credit as in (a) above.

6.5.12 No staff member will be required to work split shifts and unduly lengthy days are to be avoided.

6.5.13 Staff required to work out of hours will be entitled to a compulsory meal break of half an hour after five hours work.

6.5.14 Where early morning work occurs, the day should be adjusted accordingly and as negotiated with the principal or other designated officer. The practice at each school will be reviewed at the end of each year.

#### **CLAUSE 6.6 ADVANCED SKILLS TEACHERS**

6.6.1 If the following teachers apply to be assessed at the level of Advanced Skills Teacher Two (AST 2) they must be assessed:

- (a) A Step 9 Teacher;
- (b) A Teacher in his or her final year of tenure as a Band A or Band B classification;
- (c) Preschool Director in his or her final year of tenure;

6.6.2 A Teacher who is assessed as satisfying the AST 2 criteria is entitled to be paid at that level commencing on and from the first pay period on or after the first duty day in the year following the year in which the Teacher is assessed.

#### **CLAUSE 6.7 SSO PLACEMENT**

6.7.1 This clause is to be read in substitution of clause 4.4 of the SSO safety net award, provided that the terms of the document entitled "Year 2000 School Based Ancillary Staffing Policies and Procedures" will not be affected except to the extent of inconsistency with this Enterprise Agreement or variation agreed from time to time as between DECD, the AEU and the PSA.

6.7.2 An SSO may apply to transfer or be required to transfer from a school or any other place at which the employee is employed.

6.7.3 DECD will describe all known SSO vacancies to enable SSOs to assess a position before applying for transfer or placement.

6.7.4 An SSO may be required to transfer for genuine operational reasons, including, for example:

- (a) where there is a decline in school enrolment;
- (b) where a school has established a School Services Officer deployment plan and the skills of current employees does not match the plan;
- (c) where two or more schools have amalgamated or a school has closed.

#### **Staff participation in the required placement process**

6.7.5 The Principal must advise the whole staff of the extent of the reduction required.

6.7.6 All permanent ancillary staff, whether full-time or part-time, must be treated equally in the required transfer process.

6.7.7 The Principal must consult with the staff about the process to be used to effect required transfer(s). The ancillary staff must be given time to meet to consider and discuss the process. At each stage

of the process all ancillary staff potentially affected by the requirement to transfer must be consulted.

- 6.7.8 Once the process is completed, the Principal must forward the required placement form to their Personnel Consultant.
- 6.7.9 Where agreement cannot be reached the Principal should consult with the Regional Director.
- 6.7.10 The only exemption which may be granted from the requirement for a school to undertake the required placement process is in relation to remote/isolated schools where due to distance factors it is unreasonable to require an employee to transfer. Requests for exemption should provide information regarding distances between employees' residences to nearest other school(s) and any other relevant information. Each request will be considered based on the circumstances of the school and employee.
- 6.7.11 In seeking an exemption a school is expected to take into consideration the effect of attrition, voluntary transfer and voluntary reduction in hours of work.
- 6.7.12 For the purposes of this sub-clause, a "remote/isolated school" is a school attracting 5.0 or more base plus isolation points as per Schedule 2.1 Appendix 1B of this Enterprise Agreement. Notwithstanding, a school attracting a lesser number of isolation points (excluding a metropolitan school) may seek from DECD an exemption and such a request will be considered by DECD on its merits.

#### **Placement of employees affected by required placement**

- 6.7.13 Where an employee has been identified for required placement, the following conditions will apply:
- (a) Metropolitan
- An employee may be required to move to another school within a reasonable distance from his/her home.
- (b) Country
- An employee may be required to move to a school within reasonable commuting distance of his/her home. If no suitable vacancy exists, then it may be decided that in some cases a transfer may be unreasonable. In such instances consideration will be given to the temporary retention of the school's surplus entitlement.
- 6.7.14 Where a school has been given approval to maintain over entitlement hours this will be considered if an ancillary staff vacancy occurs.
- 6.7.15 Required transferees will retain the hours of their existing appointment and will not be required to work in more than two locations. If appointments are made to two locations, the transferee will only be required to work in one school on a given day unless both locations with independent site numbers are on the same campus and no travelling time is involved.
- 6.7.16 When a required transfer or a voluntary transfer from a school which is over entitlement involves a person prepared to move from one country location to another country location, or the metropolitan area to a country location, or a country location to the metropolitan area, any removal costs incurred may be at DECD expense in accordance with current Public Service provisions provided, in relation to a voluntary transfer, this action results in the school being staffed at entitlement level.
- 6.7.17 When a required transferee is also a tied transferee with a partner who is an employee of DECD, only one employee may claim removal expenses.
- 6.7.18 Required transferees will have the opportunity to visit schools once details of placement have been conveyed to them. Any costs associated with such a visit including travel will be borne by the transferee.
- 6.7.19 Ancillary staff relocated under the provisions of this scheme will normally not be required to undergo another relocation for two years.

### **Appeals against required transfers**

- 6.7.20 In the first instance negotiation with the relevant Human Resources Consultant should take place. If this negotiation fails to satisfy any concerns of the employee/s identified as required transferee/s the appeal should be referred to the Assistant Director, Workforce Management (or nominee) for resolution. If it does not produce the required resolution the required transferee can activate the following process.
- 6.7.21 Appeals against a required transfer will be considered by an Appeal Committee if an employee believes the transfer could cause personal hardship or would be otherwise harsh, unjust or unreasonable. Submissions must be in writing. The Appeal Committee will normally comprise:
- an independent Chairperson who is mutually acceptable to the parties;
  - a departmental representative;
  - a representative of the AEU or the PSA, as nominated by the appellant.
- 6.7.22 When considering submissions, the Appeal Committee will take into account the extent of the personal hardship likely to be experienced by the employee and/or dependant(s). "Dependant" is defined as a spouse or partner in an established relationship; child or stepchild; or invalid relatives for whom the employee is the provider of essential care.
- 6.7.23 The employee may be represented by a nominee from the appropriate union.
- 6.7.24 The Appeal Committee will advise the Assistant Director, Workforce Management of its decision in terms similar to one of the following:
- the relocation to be deferred for one school year or for a shorter period as appropriate; or
  - in exceptional circumstances exemption from any need for relocation; or
  - the appeal is denied; or
  - any other decision appropriate to the circumstances.
- 6.7.25 The Assistant Director, Workforce Management will advise the employee of the Committee's decision in writing.

### **CLAUSE 6.8 REVIEW OF RECRUITMENT AND SELECTION OF SSOs AND ECWs**

- 6.8.1 DECD will consult with the AEU and PSA in the development of a new recruitment and selection policy for School Services Officers and Early Childhood Workers.
- 6.8.2 DECD will prepare a draft policy by 31 December 2012 for consultation during Term 1 2013.
- 6.8.3 Subject to consultation and finalisation of a policy any agreed changes to recruitment, selection or the placement process will be made by variation to the Enterprise Agreement.

### **CLAUSE 6.9 SITE LEADERS – NEW STRUCTURE AND ROLE DESCRIPTORS**

- 6.9.1 A new leadership structure and classification descriptors for schools and preschools will be implemented from the commencement of the 2013 school year, inclusive of an additional salary adjustment that will apply from the first full pay period after implementation of the new structure from the commencement of the 2013 school year.
- 6.9.2 The new structure will only apply to employees holding applicable positions and working as such in a DECD school or preschool.
- 6.9.3 Translation will occur in accordance with the structure and notes at Schedule 1.3A.
- 6.9.4 Band A leadership classifications are in Schedule 3. Band B leadership classification descriptors for schools will be applicable from the commencement of the 2013 school year and are in accordance with Schedule 5.

**CLAUSE 6.10 NATIONAL PROFESSIONAL TEACHER STANDARDS:  
HIGHLY ACCOMPLISHED TEACHER (HAT) AND LEAD TEACHER (LT) TRIAL**

- 6.10.1 Consequent on the establishment of the National Professional Teacher Standards assessment process, DECD proposes to conduct a trial for new HAT and LT in the 2014 and 2015 school years in a designated number of schools. The design of the trial, allowances or payments that may be applicable and an evaluation process will be agreed between DECD and the AEU. Agreed conduct and parameters of the trial will be without prejudice to and will not be used as a precedent for any future classification or conditions applicable to HAT and LT

**CLAUSE 6.11 – DECD – FUTURE DIRECTIONS**

- 6.11.1 The Chief Executive of the Department of Education and Child Development proposes to develop and implement a new structure for the Department which provides greater integration of service delivery for children and young people by 2014. Such new structure may involve changes to reporting structures for site leaders and potentially impact on accountability and/or reporting arrangements.
- 6.11.2 An assessment of any changes to work value for site leader roles as a result of the new Departmental structure will be undertaken jointly by DECD and the AEU by an agreed process.
- 6.11.3 Any agreed outcomes of this work value assessment which involve an amendment to this Enterprise Agreement may be varied by agreement between the parties.

## PART 7 – SIGNATORIES

### Employer Signatories

-----  
Chief Executive, Department of the  
Premier and Cabinet (as the declared  
employer for the purposes of the *Fair  
Work Act 1994* (SA))

-----  
Witness

-----  
Chief Executive, Department for  
Education and Child Development

-----  
Witness

### Registered Association Signatories

-----  
The Australian Education Union, South  
Australian branch

-----  
Witness

-----  
The Public Service Association of South  
Australia Incorporated

-----  
Witness

## SCHEDULE 1 - WAGES AND SALARY RATES

### SCHEDULE 1.1 - TEACHER CLASSIFICATIONS

OPDATE 01:10:2012 ffpp on and from

<i>Classification</i>	<i>Step</i>	<i>Current</i>	<i>1<sup>st</sup> ffpp on or after 1.10.2012</i>	<i>1<sup>st</sup> ffpp on or after 1.10.2013</i>	<i>1<sup>st</sup> ffpp on or after 1.10.2014</i>
Special Authority		50,475	51,989	53,549	55,155
<b>Band 1</b>					
<b>Teachers</b>					
	1	57,892	59,629	61,418	63,261
	2	60,878	62,704	64,585	66,523
	3	63,865	65,781	67,754	69,787
	4	66,848	68,853	70,919	73,047
	5	69,842	71,937	74,095	76,318
	6	72,827	75,012	77,262	79,580
	7	75,813	78,087	80,430	82,843
	8	79,852	82,248	84,715	87,256
(AST1 (Key Teacher Fallback))	9	83,009	85,999	89,079	91,751
AST2 (Key Teacher Fallback)		86,117	89,201	92,377	95,148
<b>Band 2*</b>					
<b>Promotional Classifications</b>					
Coordinator 2		86,117	88,701		
Coordinator 3		89,663	92,353		
Senior Leader 1		91,702	94,453		
Senior Leader 2		97,729	100,661		
Senior Leader 3		103,760	106,873		
Senior Leader 4		109,788	113,082		
<b>Band 3*</b>					
<b>Principals/Deputy Principals</b>					
PCO 1		91,702	94,453		
PCO 2		97,729	100,661		
PCO 3		103,760	106,873		
PCO 4		109,788	113,082		
PCO 5		115,821	119,296		
PCO 6		121,848	125,503		
PCO 7		127,878	131,714		
PCO 8		133,907	137,924		
PCO 9		139,304	143,483		
<b>Seconded Teachers</b>					
SEC TCHER	1		94,453	97,287	100,206
SEC TCHER	2		100,661	103,681	106,791
SEC TCHER	3		106,873	110,079	113,381
<b>Hourly Paid Instructors</b>					
Class 4	1	40.40	41.60	42.85	44.15
Class 3	1	59.55	61.35	63.20	65.10
Class 2	1	72.40	74.55	76.80	79.10
Class 1	Min	76.00	78.30	80.65	83.05
	Max	110.85	114.20	117.65	121.20

\* All Band 2 'Promotional Classifications' and Band 3 'Principals/Deputy Principals' will translate to the new leadership structure from the ffpp on and from 24 January 2013 as per Schedule 1.3A (please refer to applicable wages and salaries in Schedule 1.3B).

**SCHEDULE 1.2 – TEACHER CLASSIFICATIONS IN PRESCHOOLS**

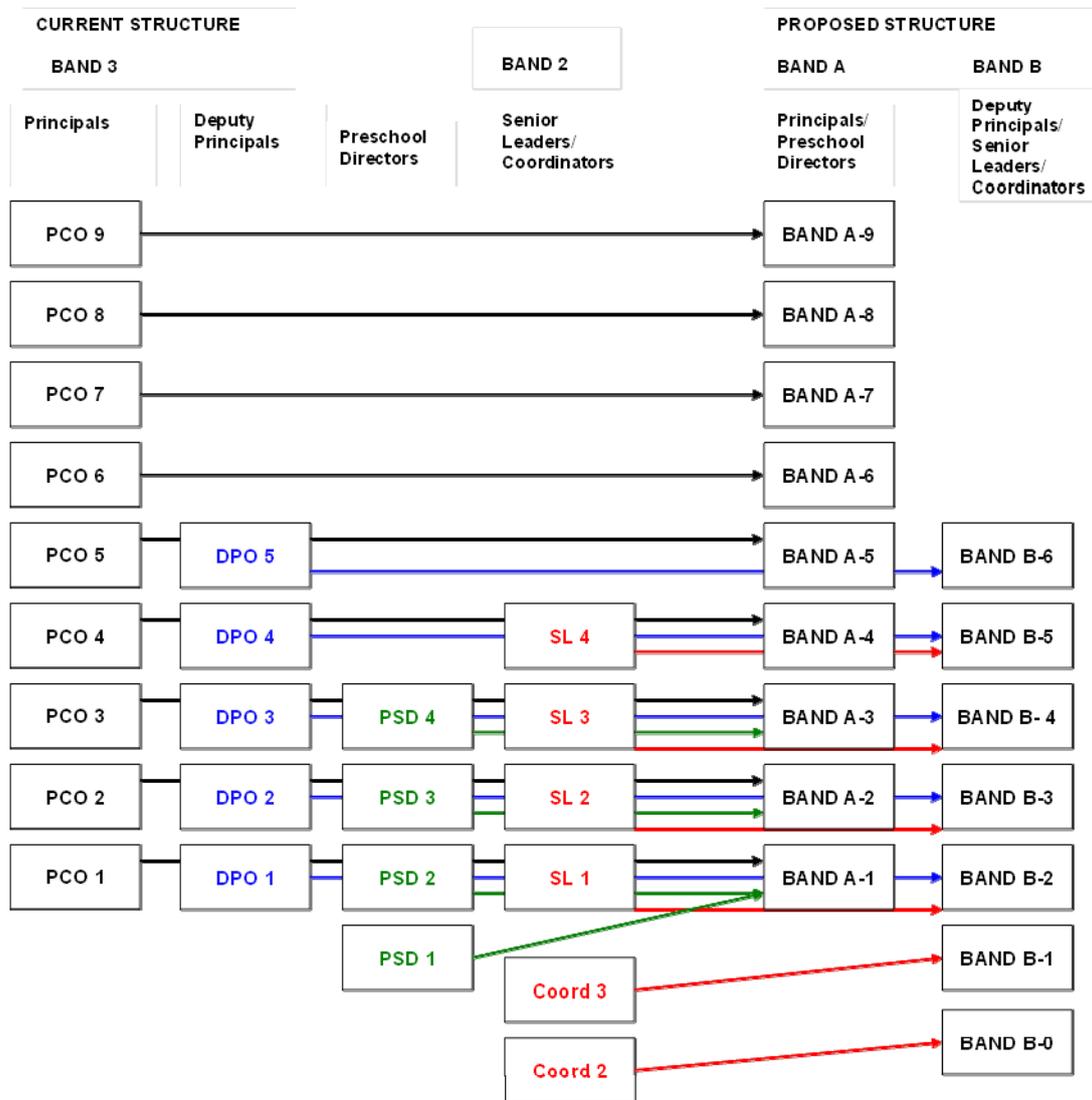
OPDATE 01:10:2012 ffpp on and from

<i>Classification</i>	<i>Step</i>	<i>Current</i>	<i>1<sup>st</sup> ffpp on or after 1.10.2012</i>	<i>1<sup>st</sup> ffpp on or after 1.10.2013</i>	<i>1<sup>st</sup> ffpp on or after 1.10.2014</i>
Special Authority		50,475	51,989	53,549	55,155
<b>Teachers</b>	1	57,892	59,629	61,418	63,261
	2	60,878	62,704	64,585	66,523
	3	63,865	65,781	67,754	69,787
	4	66,848	68,853	70,919	73,047
	5	69,842	71,937	74,095	76,318
	6	72,827	75,012	77,262	79,580
	7	75,813	78,087	80,430	82,843
	8	79,852	82,248	84,715	87,256
	9	83,009	85,999	89,079	91,751
AST 2		86,117	89,201	92,377	95,148
<b>Preschool Directors*</b>					
PSD 1		90,684	93,405		
PSD 2		91,702	94,453		
PSD 3		97,729	100,661		
PSD 4		103,760	106,873		

\* All Preschool Directors will translate to the new leadership structure from the ffpp on and from 24 January 2013 as per Schedule 1.3A (please refer to applicable wages and salaries in Schedule 1.3B).

**SCHEDULE 1.3A – LEADER STRUCTURE AND CLASSIFICATIONS FROM 2013**

OPDATE 24:01:2013 ffpp on and from



\* It is proposed to translate COR0201 to temporary Band B-0 (i.e. current salary point and with no future appointments at that level)

**SCHEDULE 1.3B – LEADER CLASSIFICATIONS FROM 2013**

OPDATE 24:01:2013 ffpp on and from

<i>Classification</i>	<i>1<sup>st</sup> ffpp on or after 24.01.2013</i>	<i>1<sup>st</sup> ffpp on or after 1.10.2013</i>	<i>1<sup>st</sup> ffpp on or after 1.10.2014</i>
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**Band A  
 Principals/  
 Preschool Directors**

Band A-1	96,053	98,935	101,903
Band A-2	102,361	105,432	108,595
Band A-3	108,673	111,933	115,291
Band A-4	114,982	118,431	121,984
Band A-5	121,296	124,935	128,683
Band A-6	127,603	131,431	135,374
Band A-7	133,914	137,931	142,069
Band A-8	140,224	144,431	148,764
Band A-9	145,883	150,259	154,767

**Band B  
 Deputy Principals/  
 Senior Leaders/  
 Coordinators**

Band B-0	90,101	92,804	95,588
Band B-1	93,853	96,669	99,569
Band B-2	96,053	98,935	101,903
Band B-3	102,361	105,432	108,595
Band B-4	108,673	111,933	115,291
Band B-5	114,982	118,431	121,984
Band B-6	121,296	124,935	128,683

**SCHEDULE 1.4 – ABORIGINAL EDUCATION WORKERS**

OPDATE 01:10:2012 fpp on and from

<i>Classification</i>	<i>Step</i>	<i>Current</i>	<i>1<sup>st</sup> fpp on or after 1.10.2012</i>	<i>1st fpp on or after 24.01.2013</i>	<i>1<sup>st</sup> fpp on or after 1.10.2013</i>	<i>1<sup>st</sup> fpp on or after 1.10.2014</i>
AEW-1	1	45,890	47,267		48,685	50,146
	2	48,517	49,973		51,472	53,016
	3	-	-	50,973	52,502	54,077
AEW-2	1	51,914	53,471		55,075	56,727
	2	55,009	56,659		58,359	60,110
	3	57,531	59,257		61,035	62,866
	4	-	-	60,257	62,065	63,927
AEW-3	1	62,114	63,977		65,896	67,873
	2	64,640	66,579		68,576	70,633
AEW-4	1	66,955	68,964		71,033	73,164
	2	68,501	70,556		72,673	74,853
	3	70,049	72,150		74,315	76,544
AEW-5	1	72,520	74,696		76,937	79,245
	2	74,885	77,132		79,446	81,829
	3	77,255	79,573		81,960	84,419

**NOTE:** School Based Aboriginal Education Workers (i.e. Aboriginal Education Workers employed to work in a school/s) will be paid at a rate as specified in this Schedule for 35 hours attendance at work per week. This is in recognition of the role they undertake, pursuant to clause 5.1.7 of the Aboriginal Education Workers (DECS) Award and provides some acknowledgement for cultural knowledge and of community responsibilities.

**Criteria**

New top increments for AEW-1/AEW-2 are:

- o Operative from the commencement of the 2013 school year.
- o Available to employees:
  - after an employee has completed 12 months at AEW-1 Step 2 or AEW-2 Step 3; and
  - where an employee has attained the relevant qualifications as required by DECD; and
  - where an employees is not the subject of unsatisfactory performance management processes.

**SCHEDULE 1.5 - EARLY CHILDHOOD WORKERS**

OPDATE 01:10:2012 ffpp on and from

<i>Classification</i>	<i>Step</i>	<i>Current</i>	<i>1<sup>st</sup> ffpp on or after 1.10.2012</i>	<i>1<sup>st</sup> ffpp on or after 24.01.2013</i>	<i>1<sup>st</sup> ffpp on or after 1.10.2013</i>	<i>1<sup>st</sup> ffpp on or after 1.10.2014</i>
ECW-1	1	39,763	40,956		42,185	43,451
	2	41,822	43,077		44,369	45,700
	3	43,057	44,349		45,679	47,049
	4	44,190	45,516		46,881	48,287
	5	45,325	46,685		48,086	49,529
	6	46,559	47,956		49,395	50,877
	7	-	-	48,956	50,425	51,938
ECW-2	1	50,064	51,566		53,113	54,706
	2	52,126	53,690		55,301	56,960
	3	54,184	55,810		57,484	59,209
	4	-	-	56,810	58,514	60,269
ECW-3	1	58,300	60,049		61,850	63,706
	2	60,366	62,177		64,042	65,963
	3	62,426	64,299		66,228	68,215

**Definitions**

1. Early Childhood Worker **Kindergarten Employee** refers to a person who works in a preschool education service with eligible children or other specifically approved kindergarten program.
2. **Coextensive** means term time as prescribed for Government primary schools conducted pursuant to the *Education Act 1972*, as amended.

**Calculation of annual rate of pay**

1. A Full-time **Kindergarten Employee** whose employment is **coextensive** with that from time to time prescribed for Government primary schools conducted pursuant to the *Education Act 1972*, as amended, will be paid an annual rate of pay based on 207 duty days of employment within a single school year, calculated in accordance with the following formula:

$$\text{Full-time employee salary appropriate to classification} \times \frac{6}{313} \times \frac{116}{100} \times 41.4$$

**Criteria**

New top increments for ECW-1/ECW-2 are:

- o Operative from the commencement of the 2013 school year.
- o Available to employees:
  - after an employee has completed 12 months at ECW-1 Step 6 or ECW-2 Step 3; and
  - where an employee has attained the relevant qualifications as required by DECD; and
  - where an employees is not the subject of unsatisfactory performance management processes.

**SCHEDULE 1.6 – SCHOOL SERVICES OFFICERS**

OPDATE 01:10:2012 fpp on and from

<i>Classification</i>	<i>Step</i>	<i>Current</i>	<i>1<sup>st</sup> fpp on or after 1.10.2012</i>	<i>1<sup>st</sup> fpp on or after 24.01.2013</i>	<i>1<sup>st</sup> fpp on or after 1.10.2013</i>	<i>1<sup>st</sup> fpp on or after 1.10.2014</i>
SSO-1	1	39,763	40,956		42,185	43,451
	2	41,822	43,077		44,369	45,700
	3	43,057	44,349		45,679	47,049
	4	44,190	45,516		46,881	48,287
	5	45,325	46,685		48,086	49,529
	6	46,559	47,956		49,395	50,877
	7	-	-	48,956	50,425	51,938
SSO-2	1	50,064	51,566		53,113	54,706
	2	52,126	53,690		55,301	56,960
	3	54,184	55,810		57,484	59,209
	4	-	-	56,810	58,514	60,269
SSO-3	1	58,300	60,049		61,850	63,706
	2	60,366	62,177		64,042	65,963
	3	62,426	64,299		66,228	68,215
SSO-4	1	66,955	68,964		71,033	73,164
	2	68,501	70,556		72,673	74,853
	3	70,049	72,150		74,315	76,544
SSO-5	1	75,403	77,665		79,995	82,395
	2	78,287	80,636		83,055	85,547
	3	81,378	83,819		86,334	88,924
	4	84,468	87,002		89,612	92,300
SSO-6*	1	88,856	91,522		94,268	97,096
	2	91,238	93,975		96,794	99,698
	3	93,955	96,774		99,677	102,667

**Criteria**

New top increments for SSO-1/SSO-2 are:

- Operative from the commencement of the 2013 school year.
- Available to employees:
  - after an employee has completed 12 months at SSO-1 Step 6 or SSO-2 Step 3; and
  - where an employee has attained the relevant qualifications as required by DECD; and
  - where an employees is not the subject of unsatisfactory performance management processes.

**SCHEDULE 1.7 – SWIMMING AND AQUATIC INSTRUCTORS**

OPDATE 01:10:2012 fpp on and from

<i>Classification</i>	<i>Current</i>	<i>1<sup>st</sup> fpp on or after 1.10.2012</i>	<i>1<sup>st</sup> fpp on or after 1.10.2013</i>	<i>1<sup>st</sup> fpp on or after 1.10.2014</i>
Instructor in Charge (C)	59.55	61.35	63.20	65.10
2 <sup>nd</sup> in Charge	50.10	51.60	53.15	54.75
Senior Instructor	44.20	45.55	46.90	48.30
Instructor	40.40	41.60	42.85	44.15
Assistant Instructor	23.15	23.85	24.55	25.30

## SCHEDULE 2 – COUNTRY INCENTIVES

### SCHEDULE 2.1 – COUNTRY INCENTIVES UNTIL 2002 (INCL.)

1. After 4 years service in a country school, a teacher in Band 1, an Advanced Skills Teacher, a Senior or a Special Senior appointed prior to 7/12/94 shall be entitled to a transfer to a permanent position in a school in the metropolitan area.
2. A teacher in Band 1, an Advanced Skills Teacher, a Senior or a Special Senior appointed prior to 7/12/94 who has worked in a school that attracts 3.0 isolation placement points:
  - 2.1. for two years; shall be entitled to a transfer to another country school; or
  - 2.2. for three years; shall be entitled to a transfer to a school in the metropolitan area.
  - 2.3. Only Teachers (including an Advanced Skills Teacher, a Senior or a Special Senior) covered by this Schedule appointed on or after 7/12/94 for 1995, to any of the schools covered by this Schedule, in the following circumstances, namely:
    - 2.3.1. teachers appointed to permanent vacancies in all schools attracting 3.0 and 4.0 isolation points and,
    - 2.3.2. teachers appointed to vacancies created as a result of the former incumbent being appointed as a Band A leader or a Band B leader,
    - 2.3.3. shall be entitled to transfer to a permanent position in a school in the metropolitan area after four years service in a country school.
  - 2.4. Band 1 Teachers, Advanced Skills Teachers, Key Teachers, and Band B leaders appointed as Seniors, Special Seniors, Coordinators, Assistant Principals shall be paid a \$500 allowance on the satisfactory completion of each year of approved study if:
    - 2.5. they have served at least 4 years in a designated school accrued from 1990 or thereafter and have remained in the designated school area; and/or
    - 2.6. during the first two years subsequent to their return to the metropolitan area, if they have served 6 years in a designated school accrued from 1990 or thereafter.
3. Band 1 Teachers, Advanced Skills Teachers, Key Teachers, and Band B leaders appointed as Seniors, Special Seniors, Coordinators, Assistant Principals in Aboriginal and Anangu Schools shall be entitled to one term study leave with pay after 2 years of service in these schools after 1/1/90.
4. For the purposes of this clause:
  - 4.1. **Service** means service accrued from commencement of the 1987 school year.
  - 4.2. **Qualifying period** means the period of service referred to in sub-clause 4.3.
  - 4.3. Subject to this clause, teachers will receive the following periods of leave with pay (or at the employees' option to receive the equivalent in monetary terms) after continuous service in a designated school, or in two schools, which together attract 9.5 or more isolation placement points:
    - 4.3.1. one term's leave on full pay after six years of continuous service;
    - 4.3.2. two terms' leave on full pay after eight years of continuous service;
    - 4.3.3. one year's leave on full pay after ten years of continuous service.
  - 4.4. Periods of leave without pay for more than a term, other than accouchement leave or parenting leave, will result in the qualifying period recommencing; and

- 4.4.1. No period of leave without pay, including accouchement or parenting leave, will count towards the qualifying period.
- 4.5. Teachers will be eligible for this incentive leave on only one occasion in each location(s).
5. Teachers who complete 7 years of country service in a school that attracts 3.5 or more isolation placement points, will receive an allowance determined by DECD on the basis of the reasonable cost of removal from that location to the metropolitan area. This allowance will be paid at the completion of the school year and will continue to be paid at the completion of each year, up to the end of the 10th year in that school.
6. Band 1 teachers shall be entitled to:
- 6.1. An allowance equivalent to one additional salary increment up to a maximum of Step 8, for teachers remaining beyond four years in a school which attracts 3.5 isolation placement points;
- 6.2. An allowance equivalent to two additional salary increments, up to a maximum of Step 8, for remaining beyond four years in a school which attracts 5.5 or more isolation placement points.
7. Subject to this clause, Band A leaders in Aboriginal and Anangu Schools will be eligible to receive the following incentives:
- 7.1. A four-week induction program. This should include attendance at the Principal Induction Program (one week), Aboriginal Culture and Studies Course at the Aboriginal Education Unit (one week) and two weeks negotiated observation programs. 50% of the induction program should be taken during school vacations.
- 7.2. Teachers who have completed three years continuous service in a Band A position in an Aboriginal or Anangu School and employees remaining in a Band 3 position are entitled to an allowance equivalent to the annual rent paid on their "Real Estate Management" residence at the end of year to a maximum of \$2000 in their fourth and subsequent years.
- 7.3. After 3 years continuous service in a Band A position in an Anangu School a teacher will be granted one term's approved Training and Development leave. Teachers completing three years' continuous service in a Band A position in an Aboriginal School or Yalata Anangu School will be granted a term's approved Training and Development leave. Teachers will be eligible for this incentive leave on only one occasion in each location.
- 7.4. After 3 years continuous service in a Band A position in Anangu or Aboriginal Schools a teacher will be offered a Band A position within 150 km of Adelaide for a period of 2 years, or salary maintenance without pegging in another location for a further 2 years.
- 7.5. For the purposes of this clause:
- 7.5.1. **Anangu Schools** means schools located in the communities of Pipalyatjara, Amata, Fregon, Ernabella, Mimili, Murputja, Kenmore Park and Indulkana. **Aboriginal Schools** means schools located in the communities of Yalata, Koonibba, Oodnadatta, Marree, Raukkan and Pt Pearce.
- 7.5.2. The operative date for the purpose of determining service in relation to these incentives is teachers appointed to Band 3 positions in Aboriginal and Anangu schools from the beginning of the 1990 school year.
8. For the purposes of this Schedule:
- 8.1. **Isolation placement points** means the points determined in accordance with the Appendix attached to this Schedule.
- 8.2. **Band 1 teacher** means a teacher paid in accordance with the applicable salary Schedule of this Enterprise Agreement.

- 8.3. **Band B leader** means a teacher holding a position with a classification referred to in the applicable salary schedule as a Band B Promotional Classification, other than a Deputy Principal.
  - 8.4. **Band A leader** means a teacher holding a position as a Principal or Deputy Principal.
  - 8.5. **Designated school** means a school included in Appendix 1A of this Schedule.
  - 8.6. **Country School** means a school included in Appendix 1B of this Schedule.
9. Band A leaders - Clauses 4 and 5 in this Schedule apply to all Band A leaders effective from January 1990.

**SCHEDULE 2.1 – APPENDIX 1A – LIST OF DESIGNATED SCHOOLS**

**Area Schools including CPC's**

Booleroo Centre	East Murray	Leigh Creek	Penneshaw
Brown's Well	Elliston	Lock	Quorn
Ceduna	Hawker	Miltaburra	Roxby Downs
Cleve	Karcultaby	Mintabie	Streaky Bay
Cooper Pedy	Kimba	Orroroo	Woomera
Cowell	Kingston	Parndana	Wudinna

**Junior and Primary Schools including CPC's**

Andamooka	Melrose	Port Kenny	Whyalla Stuart
Augusta Park	Memorial Oval	Port Neill	Whyalla Town
Carlton (to 2002)	Napperby	Port Pirie West	Willsden
Fisk Street	Nicolson Avenue	Risdon Park	Wilmington
Flinders View	Peterborough	Solomontown	Wirrabara
Hincks Avenue	Pinnaroo	Stirling North	
Lake Wangarry	Port Augusta West	Ungarra	
Long Street	Port Germein	Warrambo	

**High Schools**

Edward John Eyre	Peterborough	Stuart
John Pirie	Port Augusta	Whyalla

**Special Schools (Centres and Units)**

Pt Augusta Special Learning Centre  
Pt Pirie Special School  
Spencer Special Education Unit  
The Haven  
Western Area Behaviour Support Unit  
Western Area Centre for Hearing Impaired Children  
Whyalla Special School

**Aboriginal and Anangu Schools**

Amata	Kenmore Park	Oak Valley	Watarru
Carlton (from 2002)	Koonibba	Oodnadatta	Yalata
Ernabella	Marree	Pipalyatjara	
Fregon	Mimili	Point Pearce	
Indulkana	Murputja	Raukkan	

**Rural Schools**

Karkoo	Wharminda
Penong	Yunta
Terowie	

**Other Schools and Support Services**

Pt Augusta School of the Air  
Pitjantjatjara Yankuytjara Education Services Office (Ernabella)  
Remote and Isolated Children's Education Program (RICE)

**SCHEDULE 2.1 – APPENDIX 1B – LIST OF COUNTRY SCHOOLS  
SHOWING BASE PLUS ISOLATION POINTS**

**COUNTRY SCHOOLS SCHEDULE SHOWING BASE PLUS ISOLATION POINTS (FROM BEGINNING 1995)**

(each school receives 1.0 base point included in the points listed below)

SCNO	SCHOOL		SCNO	SCHOOL		SCNO	SCHOOL	
980	Airdale PS	3.5	729	Coomandook AS	3.0	175	Hawker AS	4.5
226	Alford PS	3.5				938	Hincks Avenue PS	4.5
751	Allendale East AS	4.5	730	Coonalpyn PS	3.5			
1001	Amata Anangu S	7.0	731	Coorabie RS-Annex Pe[closed 1997]	6.5	1174	Indulkana Anangu S	7.0
509	Andamooka PS	5.0	735	Cowell AS	5.0	694	Iron Baron PS [closed 1992]	2.5
732	Ardrossan AS	3.0	111	Crystal Brook PS	3.5	191	Iron Knob PS[closed 1998]	
425	Auburn PS	2.5	754	Cummins AS	5.5			
990	Augusta Park PS	4.0	114	Curramulka PS	3.5	777	Jamestown Comm Sch (formerly HS)	3.5
769	Balaklava HS	2.5	117	Darke Peak PS	5.0			
477	Balaklava PS	2.5	1640	Disability S-E D	4.5	193	Jamestown PS[closed 2000]	3.5
506	Barmera PS	3.5	1641	Disability S-Mlands [closed 1980]	2.0			
519	Beachport PS	4.5	1646	Disability S-Pirie Y	3.5	194	Jervois PS	2.5
532	Berri PS	4.0	1642	Disability Ser-Riv/L	4.0	792	John Pirie SS	3.5
571	Blanchetown PS	3.0	102	East Murray AS	3.5	778	Kadina Memorial HS	3.0
586	Blyth PS	3.0	126	Edithburgh PS	3.5	196	Kadina PS	3.0
600	Boorowie PS	3.5	1030	Edward John Eyre HS	4.5	197	Kalangadoo PS	4.5
771	Booreroo Centre HS	4.0	128	Elliston AS	5.5	957	Kangaroo Inn AS	4.5
603	Booreroo Centre PS	4.0	1034	Ernabella Anangu S	7.0	1123	Karcultaby AS	5.5
894	Bordertown HS	4.0	755	Eudunda AS	2.5	672	Karkoo PS	5.5
733	Bordertown PS	4.0	7194	Far West Resource Un[closed 1993]	3.0	756	Karoonda AS	3.0
633	Brentwood RS[closed 1997]		968	Fisk Street PS	4.5	757	Keith AS	3.5
752	Brinkworth PS	3.5	1396	Flinders View PS	4.0	1696	Kenmore Park An S	7.0
330	Brown's Well Dist AS	4.0	138	Frances PS	4.0	205	Keyneton PS	2.0
1432	Burra Community S	3.5	1382	Fraser Park PS	2.0	736	Kimba AS	5.0
702	Bute PS	3.0	1196	Fregon Anangu S	7.0	758	Kingscote AS	4.0
704	Cadell PS	3.5	144	Georgetown PS	3.5	737	Kingston C S	4.0
707	Caltowie PS[closed 1998]		145	Geranium PS	3.5	209	Kingston O M PS	3.5
747	Cambrai AS	2.5	775	Gladstone HS	3.5	899	Kirton Point PS	5.5
981	Carlton PS	4.0	147	Gladstone PS	3.5	211	Kongorong PS	4.5
712	Carrieton PS[closed 1998]		148	Glenburnie PS	4.5	212	Koolunga PS	3.5
734	Ceduna AS	5.5	1217	Glencoe Central PS	4.5	1003	Koonibba Ab S	6.0
773	Clare HS	2.5	776	Glossop HS	4.0	215	Kulpara PS [closed 2000]	2.5
719	Clare PS	2.5	153	Glossop PS	4.0	217	Kybybolite PS [closed 1999]	4.5
753	Cleve AS	5.0	1645	Gordon Education Cnt	4.5	563	Lake Wangary PS	5.5
721	Cobdogla PS	3.5	928	Grant HS	4.5	759	Lameroo Regional CS	3.5
724	Compton PS	4.5	166	Hallett PS [closed 1997]		220	Laura PS	3.5
920	Cooper Pedy AS	6.0	167	Hamley Bridge PS	2.0	748	Leigh Creek AS	5.0
727	Cook AS[closed 1998]					1158	Lincoln Gardens (formerly South) PS	5.5

SCNO	SCHOOL		SCNO	SCHOOL		SCNO	SCHOOL	
230	Lock AS	5.0	297	Mundulla PS	4.0	791	Pt Lincoln HS	5.5
1133	Long Street PS	4.5	1859	Murputja	7.0	1277	Pt Lincoln JPS	5.5
235	Loveday	3.5		Anangu S		359	Pt Lincoln PS	5.5
	Primary School		785	Murray Bridge	2.0	1801	Pt Lincoln	5.5
895	Loxton HS	4.0		HS			Special S	
678	Loxton North	4.0	1270	Murray Bridge	2.0	361	Pt Neill PS	5.0
	PS			JPS		214	Pt Pirie Sp S	3.5
760	Loxton PS	4.0	299	Murray Bridge	2.0	363	Pt Pirie West	3.5
749	Lucindale AS	4.5		PS			PS	
238	Lyrup PS	4.0	116	Murray Bridge	2.0	364	Pt Victoria PS	
761	Maitland AS	3.5		Sp S			[closed	
241	Mallala PS	2.0	950	Murray Bridge	2.0		1997]	
1170	Mannum HS	2.0		Sth PS		365	Pt Vincent PS	3.5
738	Mannum PS	2.0	302	Mypolonga PS	2.5	366	Pt Wakefield PS	2.5
245	Manoora PS	2.5	592	Nangwarry PS	4.5	793	Quorn AS	4.5
1667	Marla Primary	6.5	308	Napperby PS	3.5	372	Ramco PS	3.5
	School [closed		786	Naracoorte HS	4.5	845	Raukkan AB S	3.5
	1999]		309	Naracoorte PS	4.5	290	Reidy Park PS	4.5
248	Marree Ab S	5.5	936	Naracoorte Sth	4.5	375	Rendelsham PS	4.5
1795	McDonald Park	4.5		PS		794	Renmark HS	4.0
	JPS		311	Narrung PS	3.5	1279	Renmark JPS	4.0
1087	McDonald Park	4.5	1000	Nepabunna Ab		377	Renmark North	4.0
	PS			S[closed 1998]			PS	
911	McRitchie Cres		1307	Nicolson	4.5	376	Renmark PS	4.0
	PS[closed			Avenue JPS		378	Renmark West	4.0
	1998]		677	Nicolson	4.5		PS	
253	Melrose PS	4.0		Avenue PS		685	Risdon Park PS	3.5
479	Memorial Oval	4.5	320	O B Flat PS	4.5	1413	Riverland Dist	4.0
	PS		1672	OAC:Pt	4.0		Off	
750	Meningie AS	3.0		Augusta SOA		962	Riverland Sp S	4.0
265	Mil Lel PS	4.5		[closed 1959]		795	Riverton and	2.5
780	Millicent HS	4.5	324	Oodnadatta Ab	7.0		Dist HS	
605	Millicent North	4.5		S		383	Riverton PS	2.5
	PS		740	Orroroo AS	4.0	384	Robe PS	4.5
970	Millicent South	4.5	325	Owen PS	2.5	385	Robertstown PS	3.0
	PS		593	Padthaway PS	4.0	1817	Roxby Downs	5.0
1121	Miltaburra AS	5.5	326	Palmer PS	2.0		AS	
1527	Mimili Anangu S	7.0	651	Parndana AS	4.0	389	Saddleworth PS	2.5
781	Minlaton AS	3.5	331	Paskeville PS	3.0	608	Salt Creek PS	3.5
1794	Mintabie AS	7.0	336	Penneshaw AS	4.0	400	Sedan PS	2.5
269	Mintaro/Farrell	3.0	931	Penola HS	4.5	742	Snowtown AS	3.0
	F PS		763	Penola PS	4.5	406	Solomontown	3.5
274	Monash PS	4.0	338	Penong PS	6.0		PS	
1488	Moonta AS	3.5	789	Peterborough	4.0	1370	South East	4.5
279	Moorak PS	4.5		HS			CHIC [closed	
280	Moorook PS	3.5	339	Peterborough	4.0		1992]	
282	Morgan PS	3.5		PS		407	Spalding PS	3.5
287	Mt Bryan PS	3.5	764	Pinnaroo PS	4.0	1643	Spencer Disab	4.0
288	Mt Burr PS	4.5	1526	Pipalyatjara An	7.0		Ser	
1312	Mt Gambier	4.5		S		411	Stansbury PS	3.5
	East JPS		846	Point Pearce Ab	3.5	1481	Stirling North	4.0
692	Mt Gambier	4.5		S			PS	
	East PS		351	Poonindie PS	5.5	745	Streaky Bay AS	5.5
784	Mt Gambier HS	4.5	790	Port Augusta	4.0	1195	Stuart HS	4.5
1333	Mt Gambier			SS		422	Suttontown PS	4.5
	North		367	Price PS	3.0	423	Swan Reach	3.0
	JPS[closed		355	Pt Augusta	4.0		AS	
	1997]			West PS		424	Tailem Bend PS	2.5
953	Mt Gambier	4.5	741	Pt Broughton	3.5	426	Tantanoola PS	4.5
	North PS			AS		428	Tarcoola AS	
1650	Mulga Street	4.5	357	Pt Germein PS	4.0		[closed 1997]	
	PS		358	Pt Kenny PS	5.5	430	Tarlee PS	2.0

SCNO	SCHOOL	
431	Tarpeena PS	4.5
435	Terowie RS	3.5
438	Tintinara AS	3.5
442	Truro PS	2.0
743	Tumby Bay AS	5.0
446	Ungarra PS	5.0
800	Waikerie HS	3.5
456	Waikerie PS	3.5
460	Walleroo Mines PS	3.5
459	Walleroo PS	3.5
467	Warooka PS	3.5
468	Warramboos PS	5.0
469	Wasleys PS	2.0
470	Watervale PS	2.5
629	Wharminda PS	5.0
822	Whyalla HS	4.5
559	Whyalla Sp S	4.5
1293	Whyalla Stuart JPS	4.5
625	Whyalla Stuart PS	4.5
478	Whyalla Town PS	4.5
1308	Willsden JPS [closed 1994]	2.0
679	Willsden PS	4.0
483	Wilmington PS	4.0
486	Winkie PS	4.0
487	Wirrabara PS	4.0
491	Wolseley PS [closed 1994]	2.0
746	Woomera AS	5.0
765	Wudinna AS	5.0
500	Yacka PS [closed 1997]	
501	Yahl PS	4.5
999	Yalata Ab S	6.5
767	Yorke town AS	3.5
644	Yunta RS	4.0

**SCHEDULE 2.2 – SCHOOLS AND PRESCHOOLS – COUNTRY INCENTIVES FROM 2003 (INCL.)**

1. Country Incentives payable pursuant to this Schedule apply to Teachers, Band A and B leaders Temporary Teachers; and Preschool Teachers employed in schools and preschools listed within specified Country Zones on the following basis:

- (a) Employees entitled to Country Incentives pursuant to Schedule 2.1 of this Enterprise Agreement will continue to receive those entitlements.
- (b) These cash incentives accrue and are payable on a fortnightly basis under the same conditions as payment of Locality Allowances.
- (c) The payments apply during years 1 to 5 of service at a named school/preschool within a relevant Country Zone.
- (d) The amount of the cash incentive payment depends on the Country Zone in which the relevant school/preschool is located.
- (e) The total annual cash incentive payments for 2013 are:

<i>Year</i>	<i>Zone #2 \$ pa</i>	<i>Zone #3 \$ pa</i>	<i>Zone #4 \$ pa</i>	<i>Zone #5 \$ pa</i>
1	965	2205	4273	7442
2	1242	2480	4685	7718
3	1585	2756	4962	7993
4	1929	3101	5238	8271
5	2205	3447	5513	8545

- (f) There will be a payment of a one off 'incidentals payment' upon recruitment to permanency in any of Country Zones 2, 3, 4 or 5. The payment, which is conditional on the eligible employee actually commencing at the school/preschool in 2013 will be:
  - a. Zone 2 - \$413
  - b. Zone 3 - \$552
  - c. Zone 4 - \$691
  - d. Zone 5 - \$827

(g) The total annual cash incentive payments for 2014 are:

<i>Year</i>	<i>Zone #2 \$ pa</i>	<i>Zone #3 \$ pa</i>	<i>Zone #4 \$ pa</i>	<i>Zone #5 \$ pa</i>
1	994	2271	4401	7665
2	1279	2554	4826	7950
3	1633	2839	5111	8233
4	1987	3194	5395	8519
5	2271	3550	5678	8801

- (h) There will be a payment of a one off 'incidentals payment' upon recruitment to permanency in any of Country Zones 2, 3, 4 or 5. The payment, which is conditional on the eligible employee actually commencing at the school/preschool in 2014 will be:
  - a. Zone 2 - \$425
  - b. Zone 3 - \$569
  - c. Zone 4 - \$712
  - d. Zone 5 - \$852

- (i) The total annual cash incentive payments for 2015 are:

Year	Zone #2 \$ pa	Zone #3 \$ pa	Zone #4 \$ pa	Zone #5 \$ pa
1	1024	2339	4533	7895
2	1317	2631	4971	8189
3	1682	2924	5264	8480
4	2047	3290	5557	8775
5	2339	3657	5848	9065

- (j) There will be a payment of a one off 'incidentals payment' upon recruitment to permanency in any of Country Zones 2, 3, 4 or 5. The payment, which is conditional on the eligible employee actually commencing at the school/preschool in 2015 will be:
- a. Zone 2 - \$438
  - b. Zone 3 - \$586
  - c. Zone 4 - \$733
  - d. Zone 5 - \$878
- (k) No period of leave without pay will attract the cash incentive payment.
- (l) Eligible employees employed on a part-time basis will be entitled to payment on a pro-rata basis in the same proportion as their fraction of time appointment.
- (m) If a teacher is required to relocate either within a relevant Country Zone or across relevant Country Zones then the entitlement period will be deemed to recommence, that is if a teacher has completed up to and including five years in an eligible school/preschool and relocates to another eligible school/preschool the incentives will again apply.

2. The relevant Country Zones, listing the schools/preschools located within each, are detailed in Appendix 1A of this Schedule.

### TEACHERS IN ABORIGINAL AND ANANGU SCHOOLS

1. Band A school leaders and persons appointed as school deputy principals under Band B in Aboriginal and Anangu Schools are eligible to receive a four week induction program. This should include attendance at the Principal Induction Program (one week), Aboriginal Culture and Studies Course at the Aboriginal Education Unit (one week) and two weeks negotiated observation programs. 50% of the induction program should be taken during school vacations.
2. Band 1 teachers and Band B leaders (except Deputy Principals) and Band A Preschool Directors and Preschool Teachers in Aboriginal and Anangu Schools are entitled to one term study leave with pay after 2 years of service in these schools.
3. After three years continuous service in a Band A position (except a preschool director) and a deputy principal position in an Anangu School a teacher is granted one term's approved Training and Development leave. Teachers completing three continuous years service in a Band A position (except a preschool director) and a deputy principal position in an Aboriginal School or Yalata Anangu School are granted a school term of approved Training and Development leave. Such teachers are eligible for this incentive leave on only one occasion in each location.
4. For the purposes of this Schedule, **Anangu Schools** means schools located in the communities of Pipalyatjara, Amata, Fregon, Ernabella, Mimili, Murputja, Kenmore Park, Indulkana and Watarru. **Aboriginal Schools** means the following schools: Yalata, Oak Valley, Koonibba, Oodnadatta, Marree, Raukkan, Pt Pearce and Carlton Primary.

### CONTRACT TEACHERS – PRIOR SERVICE

1. Upon recruitment to permanency in a country location, the year level of the country incentives payment payable to a teacher will recognise any period/s of continuous contract employment in that location undertaken immediately prior to the teacher's recruitment to permanency.

**SCHEDULE 2.2 – APPENDIX 1A – COUNTRY ZONES**

<i>Zone 2</i>	<i>Zone 3</i>	<i>Zone 4</i>	<i>Zone 5</i>
Airdale Primary School		Andamooka Primary School	Amata Anangu School
	East Murray Area School	Augusta Park Primary School	Coober Pedy Area School
Allendale East Area School	Frances Primary School	Carlton School	Ernabella Anangu School
Ardrossan Area School	Geranium Primary School	Ceduna Area School	Fregon Anangu School
Barmera Primary School	John Pirie Secondary School	Cleve Area School	Indulkana Anangu School
Beachport Primary School	Kangaroo Inn Area School	Cowell Area School	Kenmore Park Anangu School
Berri Primary School	Keith Area School	Edward John Eyre High School	Koonibba Aboriginal School
Blanchetown Primary School	Kingston Community School	Elliston Area School	Marree Aboriginal School
Booborowie Primary School	Lameroo Regional Community School	Fisk Street Primary School	Mimili Anangu School
Booleroo Centre District School	Lucindale Area School	Flinders View Primary School	Mintabie Area School
Bordertown High School	Millicent High School	Hawker Area School	Murputja Anangu School
Bordertown Primary School	Millicent North Primary School	Hincks Avenue Primary School	Oak Valley Aboriginal School
Brinkworth Primary School	Mt Burr Primary School	Karcultaby Area School	Oodnadatta Aboriginal School
Burra Community School	Mundulla Primary School		Pipalyatjara Anangu School
Bute Primary School	Naracoorte High School	Kimba Area School	Watarru Anangu School
Cadell Primary School	Naracoorte Primary School	Leigh Creek Area School	Yalata Anangu School
Cobdogla Primary School	Naracoorte South Primary School	Lock Area School	
Compton Primary School	Newbury Park Primary School	Long Street Primary School	
Coomandook Area School	Orroroo Area School	Memorial Oval Primary School	
Coonalpyn Primary School	Padthaway Primary School	Miltaburra Area School	
Crystal Brook Primary School	Peterborough High School		
Cummins Area School	Peterborough Primary School	Nicolson Avenue Primary School	
Curramulka Primary School	Pinnaroo Primary School	Penong Primary School	
Edithburgh Primary School	Rendelsham Primary School	Port Augusta Secondary School	
Georgetown Primary School	Robe Primary School	Port Augusta Special School	
Gladstone High School		Port Augusta West Primary School	
Gladstone Primary School		Port Kenny Primary School	
Glenburnie Primary School	<b>PRESCHOOLS</b>	Port Neill Primary School	
Glencoe Central Primary School	Balharry Memorial Kindergarten	Quorn Area School	
Glossop High School	Geranium Kindergarten	Remote Isolated Childrens' Education Program	
Glossop Primary School	Keith War Memorial Community Care Kindergarten	Roxby Downs Area School	

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<i>Zone 2</i>	<i>Zone 3</i>	<i>Zone 4</i>	<i>Zone 5</i>
Gordon Education Centre	Kingston Pre-school	School of the Air	
Grant High School	Lameroo and District Kindergarten	Stirling North Primary School	
Jamestown Community School	Michelle de Garis Kindergarten	Streaky Bay Area School	
Kalangadoo Primary School	Millicent North Kindergarten	Stuart High School	
Kangaroo Island Community Education	Naracoorte North Kindergarten		
Karoonda Area School	Orroroo Kindergarten		
Kingston on Murray Primary School	Peterborough Community Preschool	Whyalla High School	
Kirton Point Primary School	Pinnaroo Kindergarten	Whyalla Special School	
Kongorong Primary School	Rendelsham Pre-school	Whyalla Stuart Campus R-7	
Lake Wangary Primary School	Robe Soldiers' Memorial Kindergarten		
Laura Primary School		Whyalla Town Primary School	
Lincoln Gardens Primary School		Willsden Primary School	
Loveday Primary School		Woomera Area School	
Loxton High School		Wudinna Area School	
Loxton North Primary School		Yunta Rural School	
Loxton Primary School		<b>PRESCHOOLS</b>	
		Augusta Park Childhood Services Centre	
Maitland Area School		Ceduna Pre-school Centre Inc	
McDonald Park School		Cleve District Children's Centre	
		Elliston RSL Memorial Children's Centre	
Melaleuca Park Primary School		Flinders Children's Centre	
Melrose Primary School		Hawker Childhood Services Centre	
Meningie Area School		Hincks Avenue Children's Centre	
Mid North Education Centre		Kimba Community Kindergarten	
Mil Lel Primary School		Leigh Creek Kindergarten	
Minlaton District School		Lock Early Learning Centre	
Monash Primary School		McRitchie Crescent Children's Services Centre	
Moonta Area School		Miltaburra Children's Centre	
Moorak Primary School		Minya Bunhil Child Care and Kindergarten	
Moorook Primary School		Neta Kranz Children's Centre	
Morgan Primary School		Norrie Stuart Children's Services	

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<i>Zone 2</i>	<i>Zone 3</i>	<i>Zone 4</i>	<i>Zone 5</i>
		Centre	
Mount Gambier High School		Port Augusta Children's Centre	
Mount Gambier North Primary School		Port Augusta West CSC	
Mulga Street Primary School		Quorn Kindergarten	
Nangwarry Primary School		Roxby Downs Kindergarten	
		Stirling North CSC	
Napperby Primary School			
		Streaky Bay Children's Centre	
		Whyalla Stuart Early Childhood Centre Kindergarten	
		Willsden CSC	
		Win Newby Kindergarten	
Penola High School		Wudinna RSL Memorial Kindergarten	
Penola Primary School			
Point Pearce Aboriginal School			
Poonindie Community Learning Centre			
Port Broughton Area School			
Port Germein Primary School			
Port Lincoln High School			
Port Lincoln Junior Primary School			
Port Lincoln Primary School			
Port Lincoln Special School			
Port Pirie West Primary School			
Port Vincent Primary School			
Ramco Primary School			
Rapid Bay Primary School			
Raukkan Aboriginal School			
Reidy Park Primary School			
Renmark High School			
Renmark Primary School			
Renmark West Primary School			
Risdon Park Primary School			
Riverland Special School			

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<i>Zone 2</i>	<i>Zone 3</i>	<i>Zone 4</i>	<i>Zone 5</i>
Robertstown Primary School			
Saddleworth Primary School			
Snowtown Primary School			
Solomontown Primary School			
Spalding Primary School			
Stansbury Primary School			
Suttontown Primary School			
Swan Reach Area School			
Tantanoola Primary School			
Tintinara Area School			
Tumby Bay Area School			
Ungarra Primary School			
Waikerie High School			
Waikerie Primary School			
Walleroo Mines Primary School			
Walleroo Primary School			
Warooka Primary School			
Wilmington Primary School			
Winkie Primary School			
Wirrabara Primary School			
Yahl Primary School			
Yorketown Area School			
<b>PRESCHOOLS</b>			
Acacia Kindergarten			
Akuna Kindergarten			
Ardrossan and Districts Community Kindergarten			
Barmera Kindergarten			
Berri Community Pre-School			
Bishop Kindergarten			
Booleroo Centre and District Kindergarten			
Brinkworth Pre-School Centre			
Burra Early Learning Centre			

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<i>Zone 2</i>	<i>Zone 3</i>	<i>Zone 4</i>	<i>Zone 5</i>
Carol Murray Children's Centre			
Coomandook and Districts Kindergarten			
Coonalpyn Kindergarten			
Cranston Street Kindergarten			
Crystal Brook Kindergarten			
Ellendale Kindergarten			
Gladigau Park Kindergarten			
Gladstone Kindergarten			
Glencoe District Kindergarten			
Jamestown Community Children's Centre			
Kalangadoo Kindergarten			
Kangaroo Island CS Kingscote			
KICE – Parndana Campus Preschool			
Kirinari Kindergarten			
Kirton Point Children's Centre			
Lake Wangary Pre-school Centre			
Laura Pre-school Centre			
Loxton North Kindergarten			
Loxton Pre-school Centre Inc.			
Maitland Children's Centre			
McArthur Park Kindergarten			
McKay Children's Centre			
Melaleuca Park Kindergarten			
Melrose Kindergarten			
Meningie Pre-school			
Minlaton District Early Learning Centre			
Monash Kindergarten			
Moonta Kindergarten			
Morgan Kindergarten			
Penneshaw Pre-school			

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<i>Zone 2</i>	<i>Zone 3</i>	<i>Zone 4</i>	<i>Zone 5</i>
Poonindie Early Childhood Centre			
Port Broughton Kindergarten			
Port Pirie Community Kindergarten			
Renmark Children's Centre Inc.			
Renmark West Pre-school			
Risdon Park South Kindergarten			
Saddleworth Early Learning Centre			
Snowtown Kindergarten			
Solomontown Kindergarten			
Swan Reach and Area Kindergarten			
Tumby Bay Kindergarten			
Waikerie Children's Centre			
Walleroo Pre-school Centre			
Wilmington Kindergarten			
Yorketown Community Children's Centre			

## SCHEDULE 3 – CLASSIFICATIONS

### 1. Preliminary

- 1.1 The current classification definitions and structure in the safety net awards continue to apply, except to the extent that they are varied by this Schedule.

### 2. Leadership Positions – Principals

- 2.1 The classification of Principals will be determined in accordance with Schedule 4 of this Enterprise Agreement.

- 2.2 Principals of sites that meet the criteria set out below will be classified at the PC09 level:

- (a) Sites of a large and complex nature which attract a PC08 classification under the SSACR classification system, as set out in Schedule 4 of this Enterprise Agreement, which can be clearly differentiated from other PC08 sites.

And

- (b) Meet one or more of the following criteria;

- Education Works Stage 1 School; or
- A multi-campus site; or
- A site that includes Birth-Year 12 (B-12) or Preschool-Year 12 (P-12) levels of schooling;

Or

- A site where enrolment is greater than 1400 students (based on the July enrolment census from the previous year); or
- A Birth-Year 7 (B-7) site where enrolment is greater than 1200 students (based on the July enrolment census from the previous year); or
- A site where the modified Resource Entitlement Statement (RES) is greater than \$10 million in 2010 (to be indexed annually by the increase in standard salary rates).

### 3. Leadership Positions – Preschool Directors

- 3.1 The classification of Preschool Directors (Band A-1 and A-2) will be classified as follows:

#### Band A-1 Classification (PSD1)

Includes all centres not included below and equates to the existing Standard Kindergarten classification.

#### Band A-1 Classification (PSD2)

Includes all centres which fall into one or more of the following categories:

- A complexity factor (see following section) between 385 and 475 inclusive
- An occasional care program with 4 – 12 sessions inclusive
- A rural care program
- A speech and language program
- An inclusive preschools program for children with disabilities with high support needs

#### Band A-2 Classification (PSD3)

Includes all centres which fall into one or more of the following categories:

- Average attendance of 86 or more children as determined by the Preschool Staffing Exercise

- A centre with an outreach kindergarten
- A complexity factor of 476 or greater
- A speech and language program and an occasional care program
- An occasional care program with more than 12 sessions
- An inclusive preschools program for children with disabilities and high support needs and an occasional care program

#### Band A-3 Classification (PSD4)

3.2 All Preschool Directors engaged in one of the following centres shall be classified as Band A-3:

- (a) Children's Centres for Early Childhood Development and Parenting;
- (b) A Centre with a childcare component including a Centre with long day care places;
- (c) Integrated Sites including:
  - (i) Rural Integrated Centres;
  - (ii) Centres integrated with childcare; and
  - (iii) Centres integrated with at least one government or non-government agency.

#### *Complexity Factor*

The complexity factor for centres is determined in the following manner:

- The average staffing attendance figure from the Preschool Staffing Exercise multiplied by a factor of three.
- The total enrolment figures for Term 4.
- The number of Aboriginal children enrolled in the centre for Term 4 multiplied by a factor of two.
- The number of children from non-English speaking background enrolled in the centre for Term 4.
- The number of occasional care sessions multiplied by a factor of four.
- The notional school card indicator multiplied by a factor of three.

The sum of all these figures gives the total complexity factor.

## **4. Teachers**

### **4.1 Step 9 Progression**

Relevant criteria for progression to step 9 teacher salary will be in accordance with the guidelines set out in Attachment 1 to this schedule.

### **4.2 Key Teacher Fallback**

Permanent teachers who accumulate five years or 1035 days of service from 1 January 1990 occupying positions of a key teacher, Band A or Band B leader (formerly known as coordinator, assistant principal, senior leader, deputy principal, principal and/or preschool director), or a combination of these tenured appointments and who are not reappointed to such positions, shall be classified and paid at the level of key teacher fallback.

This fallback provision will also be maintained for Coordinators (Band B) in district or regional offices where it is an existing provision.

From the first full pay period to commence on or after 1 October 2010 the key teacher fallback classification will be Advanced Skills Teacher 2.

From the first full pay period to commence on or after 1 October 2012 the key teacher fallback classification for eligible preschool teachers will be Advanced Skills Teacher 2.

## **5. Criteria for Appointment as a Seconded Teacher**

### 5.1 Seconded Teacher Level 1

Seconded Teachers at this Level:

- Would normally operate as a team member under general direction of superior officers or level 2 or level 3 seconded teachers.
- May be required to advise and assist teachers and students.
- May be expected to establish rapport with practising teachers and develop productive interpersonal relationships.
- Should exercise significant initiative in the application and adaptation of established and innovative principles, techniques and methods.
- This level of responsibility does not exceed the equivalent of a PCO1.

### 5.2 Seconded Teacher Level 2

Seconded Teachers at this level:

- Are generally required to coordinate a group which may include other seconded teachers or to direct a project.
- Exercise considerable initiative and judgment in planning and coordinating programmes in their area of expertise.
- Are experience teachers who have developed a high degree of expertise in a particular field.
- Would be expected to carry out their duties with limited guidance following receipt of limited instructions with clear objectives from senior officers and/or seconded teachers.
- Generally have responsibilities on less than a state wide basis in their area of expertise.

### 5.3 Seconded Teacher Level 3

Seconded Teachers at this level:

- Are generally required to supervise others and direct a major project or have a major state-wide and/or national responsibility as a consultant.
- Have extensive knowledge and experience in a particular specialised field and have a high level of initiative and judgment.
- Would be expected to carry out their assigned tasks within broad policy guidelines determined by senior officers and where appropriate directly influence the determination of objectives.

### SCHEDULE 3 – ATTACHMENT 1 – STEP 9 TEACHER GUIDELINES

#### 1. Introduction

- 1.1 The step 9 teacher classification will recognise high quality classroom teaching, the criteria of which can be assessed in terms of:
- knowledge base of student learning;
  - high quality instruction;
  - proficiency in specialised areas of learning;
  - implementation of targeted teaching strategies and skills;
  - improved student performance and educational outcomes; and/or
  - acting as role model and mentor to less experienced teachers.
- 1.2 Subject to the agreement of the parties, these criteria may be further refined to reflect the National Professional Standards for Teachers if and when appropriate.
- 1.3 The step 9 classification will be available to teachers (including TRTs) as defined under the Safety Net Awards without exception who have completed 207 duty days at step 8 and who wish to participate in the process. All teachers who meet the requirements of this sub clause (1.3) are entitled to apply to progress to Step 9 and have their application individually considered and decided in accordance with the guidelines provided in this Attachment.
- 1.4 Teachers wishing to progress to step 9 will submit a Professional Development Plan (PDP) to the Principal or Preschool Director or his or her nominated delegate in accordance with section 2. The PDP constitutes a teacher's commitment to undertake the stated professional development and to strive to achieve the objectives in the PDP.
- 1.5 All Step 9 teachers will have opportunities to participate in ongoing and relevant professional development.

#### *Sources Of Professional Development*

- (a) Applicable sources of Professional Development may include professional learning that occurs:
- in the school or preschool setting with colleagues; or
  - via formal programmes, accredited courses or units through university and/or TAFE; or
  - through training conducted by DECS, the AEU or other relevant organisations.

#### *Scope Of Professional Development*

- (b) Professional development recognised as acceptable in a Step 9 Professional Development Plan (PDP) will build the teacher's professional knowledge, professional practice and/or professional engagement.
- (c) The Training and professional development undertaken by step 9 teachers must be consistent with:
- The professional requirements of their role; or
  - The site, district and/or departmental priorities and needs as determined from time to time.
- 1.6 There will be no quota of step 9 teachers.
- 1.7 There will be continuity of appointment to step 9 for all teachers (including TRTs) as defined under the Safety Net Awards without exception, in the same way as is currently for teachers on step 8 of the salary scale.

- 1.8 Monitoring the performance of teachers at Step 9 will be via an annual review.
- 1.9 The AEU and the employer may issue information to assist in the implementation of these Step 9 Teacher Guidelines. Any such information must include the following statement:

**IMPORTANT**

Applications for Step 9 will be assessed only against Attachment 1 to Schedule 3 of South Australian School and Preschool Education Staff Enterprise Agreement 2012.

The Enterprise Agreement does not require any material not specifically identified in the Enterprise Agreement to be provided by a teacher in connection with Step 9. However, this does not preclude teachers from choosing to provide additional material to support their application to Step 9.

The following information is intended to assist with the application process but does not impose requirements which must be adhered to in order to apply for and achieve Step 9.

**2. Procedure for progression to step 9**

- 2.1 A teacher on step 8 may apply to progress to step 9 in accordance with this procedure.
- 2.2 An application can be made by a teacher from 1 month before the teacher has completed 207 duty days at step 8. The progression shall not occur prior to the teacher serving 207 duty days at step 8.
- 2.3. The application shall consist of the submission of a PDP in accordance with Section 3 below.
- 2.4 The application shall be submitted to the principal or preschool director or the nominated delegate of the Principal or Preschool Director.
- 2.5 The Principal or Preschool Director or his/her delegate shall schedule a meeting with the teacher on receipt of the application as soon as practicable, but in any case within fourteen working days.
- 2.6 At this meeting the PDP will be discussed and agreement reached about its scope, purpose and outcomes, in the context of the needs and priorities of the school or preschool and the workload of the teacher.
- 2.7 The PDP may not necessarily be limited to the school or preschool to which the teacher is assigned.
- 2.8 Once agreed, the PDP will be signed by the teacher and the Principal or Preschool Director (or delegate) who will each retain a copy. The teacher will forward the original to a delegate of the Chief Executive within DECD.
- 2.9 The date of reclassification to step 9 will be the date that the PDP is accepted by DECD, and in any case within 7 days of the date that the PDP is received by DECD. If the teacher has not spent 207 duty days on step 8 on the date of receipt, then the date of progression will be the date that the teacher completes 207 duty days at step 8.
- 2.10 DECD must reclassify the teacher accordingly unless there are special reasons justifying refusal.
- 2.11 In the event of a refusal the teacher and the Principal or Preschool Director must be notified in writing within 7 days of the date that the PDP is received by DECD.
- 2.12 If a teacher's application for step 9 is refused by DECD then the teacher may lodge a grievance in accordance with clause 5 below.
- 2.13 An eligible step 8 teacher may resubmit an application for progression to step 9 at any time.

**3. The step 9 professional development plan (PDP)**

- 3.1 The PDP will include a statement by the Teacher which will constitute the evidence of high quality teaching by addressing:
- Knowledge base of student learning;
  - High quality instruction; and
  - Proficiency in specialised areas of learning.
- 3.2 Having regard to the statement, the PDP will identify:
- The professional development that the teacher proposes to undertake;
  - The nature of the outcomes to be achieved in the classroom;
  - The mentoring and coaching involvement with less experienced teachers; and
  - The nature of the outcomes to be achieved by such mentoring.
- 3.3 Opportunities to mentor/coach less experienced teachers will vary significantly between sites. Where such opportunities are not available, the focus of the PDP will be the professional development that the teacher proposes to undertake and the nature of the outcomes to be achieved in the classroom. In these circumstances, teachers will progress to step 9 notwithstanding that the PDP does not identify mentoring/coaching involvement.
- 3.4 Professional development and mentoring should be planned so as to have minimal impact upon the teacher's overall workload and be incorporated into the teacher's general duties where possible.
- 3.5 Participation in training and professional development and mentoring outside of normal school hours, to support the PDP, is to be consistent with the Training and Professional Support Strategy and must be negotiated between the Teacher and Principal or Preschool Director.
- 3.6 In identifying and agreeing to professional development in the teacher's PDP, discussion should occur between the teacher and the Principal or Preschool Director (or delegate) in relation to issues such as costs and time release.
- 3.7 Professional development undertaken by the teacher counts towards an eligible teacher's entitlement under the Training and Professional Support Strategy provided it meets the requirements of that scheme.

#### 4. **Step 9 annual review**

- 4.1 The Principal or Preschool Director or his/her delegate will meet with the teacher to conduct an annual review of the PDP.
- 4.2 The review will consider the teacher's performance, professional development in the past year compared to the PDP, and will develop further targets and professional development for the coming year.
- 4.3 If there is any concern in relation to the annual review process then a teacher may lodge a grievance in accordance with clause 5.

#### 5. **Grievance procedures**

- 5.1 If an eligible teacher and their Principal or Preschool Director (or delegate) do not agree on the teacher's PDP the following grievance process will be available:
- The teacher may lodge a grievance with the Principal or Preschool Director (or delegate's) line manager for review of the PDP. This will be the appropriate Assistant Regional Director or Regional Director in the case of the Principal or Preschool Director.

- If the matter is still not resolved the matter can be dealt with through existing grievance procedures under the clause 3.1 of this Enterprise Agreement.

5.2 If an eligible teacher's application for step 9 is refused by DECD then the teacher may choose to:

- Lodge a grievance with the Chief Executive, DECD or their delegate in the first instance.
- Lodge a grievance in accordance with existing procedures for preventing and settling industrial disputes.



**Government of South Australia**

Department of Education and  
Children's Services

**APPLICATION FOR PROGRESSION TO STEP 9**

This application form should be submitted to the Principal, Preschool Director or his/her delegate. The completion of this Professional Development Plan shall be in accordance with the Step 9 Teacher Guidelines.

Family  
Name:

Preferred Given  
Name:

DECD ID:

Current Site:

**PROFESSIONAL DEVELOPMENT PLAN**

**The teaching statement will constitute evidence of competency in high quality teaching by addressing:**

*Knowledge base of student learning*

*High quality instruction*

*Proficiency in specialised areas of learning*

Having regard to the teaching statement, identify the nature of outcomes to be achieved in the classroom, proposed professional development and mentoring to be undertaken in the coming year. The nature of the outcomes in the classroom should be based upon the following:

- Knowledge base of student learning;
- High quality instruction;
- Proficiency in specialised areas of learning;
- Targeted teaching strategies and skills.

*Professional Development and Outcomes*

*Mentoring and Outcomes*

**NB: It is recognised that opportunities to mentor/coach less experienced teachers will vary significantly between sites. Where such opportunities are not available, the focus of the PDP will be the Teaching Statement and Professional Development. In such circumstances, teachers will progress to step nine notwithstanding that Mentoring activities have not been identified.**

**APPLICANT DECLARATION**

I commit to strive to achieve the stated outcomes and undertake the professional development and/or mentoring outlined in this Professional Development Plan.

Applicant's Signature: \_\_\_\_\_

Date:     /     /

This PDP is  Agreed

Principal/Preschool Director or delegate Signature

Date:        /        /

**OFFICE USE ONLY**

Date Received:

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Eligibility for Application verified:

Teacher has completed 207 days of service at Step 8.

OR

Teacher will complete 207 days of service at Step 8 on ..... (insert date)

Date of Review:

## **SCHEDULE 4 – SCHOOL SIZE AND COMPLEXITY RATING (SSACR)**

### **Introduction**

The school's funding allocation, defined and adjusted as described below is used as the basis for measuring the size and complexity of that school for the purpose of determining the classification level of the Principal at that school. The funding data is used to calculate a School Size and Complexity Rating (SSACR) for each school. Classifications are then determined from the list of schools ranked in order of the SSACR. The student enrolment numbers at that school are then considered in determining the final classification level.

The principal positions in Primary, Junior Primary, Rural, Area, Combined Primary/Secondary, Secondary, Special or Aboriginal/Aboriginal Lands schools that have student enrolments will use the methodology described in this schedule to determine the principal classification.

The principal positions for a small number of specified schools with unique features are classified using manual procedures. These sites are currently:

Adelaide Secondary School of English (site no. 1686)  
Arbury Park Outdoor School (site no. 1426)  
Australian Science and Maths School (site no. 1800)  
Kangaroo Island Community Education (site no. 1882)  
Open Access College (site no. 0849)  
SA School for Vision Impaired (site no. 1014)  
School of Languages (site no. 1802)  
Sturt St. Community School (site no. 1881)  
Warriapendi Alternative School (site no. 1364)

The SSACR is calculated using the Resource Entitlement Statement (RES) for the preceding school year that has been provided by the Department and certified correct by the respective school. This version includes corrections such as the term by term variations made for additional classes formed. This would normally be the December RES.

A high proportion of RES funding is used for staff employment. The parties to this agreement acknowledge that managing staff is a major component of a principal's work. RES allocations include a number of components which enable schools to address the special needs of their students. Such funding levels are considered to contribute to the long-term size and complexity of leadership tasks.

The RES forms the starting point for the calculation of SSACR. The following components of the RES are included in the calculation:

- Student Centred Funding
- Special Needs Funding
- Specified Grants (such as School Support Grant; Early Assistance Grant, Early Year Literacy Program, Ethnic Schools, Furniture Replacement, Training & Development, Special Education - Students with Learning Difficulties, Student Mentoring, etc)
- Utilities & Maintenance

Full year supplementation items for Engineering Pathways, PRT Management, Flexible Learning Options (FLO), Industry Pathway Programs and Graduate Support are also included. Other supplementations may be included based on the nature of the funding.

One-off grants and all allocations of a capital nature are excluded such as new buildings and site restoration after a fire.

There are some funding categories not included in the RES such as international education students, child care, out of hours school care, vacation care and special grant funding that directly impact on staffing levels and management complexity. Those categories that are deemed to have a work value impact may be considered in a review process,

School raised funds are excluded from the SSACR.

### **Combinations of RES Allocations**

Some schools have campuses, child parent centres, special centres or units attached. Where the Principal is responsible for these child sites, the amount of the RES funding is included with the parent school's RES allocation: This includes the following:

- Centres for Hearing Impaired Children (CHICs) and similarly entitled centres/units
- Disability Units
- Child Parent Centres (CPCs)
- New Arrivals Programme units
- Other units/campuses.

Other centres, sites or campuses may be treated in the same way if a school principal is responsible for them.

### **Adjustments**

Additional allocations made to the RES such as ICT Funding, etc may be added to the RES totals to maintain SSACR relativities applied to the data.

### **Modified RES**

The adjustment processes described above are applied to the data for each year. By applying these adjustments to the RES results, a 'Modified RES' is developed.

### **Weighted RES**

The RES allocations include a significant number of components which are provided to enable schools to address disadvantage, e.g. Tier 2 and Tier 3 salaries and Special Education grants. These amounts are included in the calculations of SSACR in recognition of the added complexity resulting from devising and managing programmes to cater for the special needs of students. In order to give the appropriate level of recognition to the complexity added by the specific factors of student transience and aboriginal students, an additional loading is added to the Modified RES. The Modified RES allocation is adjusted in accordance with the current Index of Educational Disadvantage category for each school. The additional percentage adjustments apply to the Modified RES as follows:

Category 1	15%
Category 2	13%
Category 3	11%
Category 4	9%

The RES allocations include a limited component related to school isolation. These amounts are included in the calculations of SSACR in recognition of the added complexity resulting from isolation in the country zones as defined in the current Enterprise Agreement. In order to give the appropriate level of recognition to the complexity added by isolation, an additional loading is added to the Modified RES, calculated as follows:

Zone 5	20%
Zone 4	19%
Zone 3	18%

The result of these two adjustments to the modified RES is called the 'Weighted RES'.

### **Determining Classifications**

Schools are then ranked according to their Weighted RES and each principal position allocated an interim classification on the basis of selected boundary values.

The initial boundary values are chosen to preserve the overall distribution of classifications.

Work value relativities between each level will be maintained.

The minimum principal classification level for an Aboriginal/Anangu School will be PC02.

Special Schools that are close to boundary values will be reviewed prior to determining the final classification levels.

### **Impact of Enrolment on Classifications**

The interim classification level may be increased if by applying the following enrolment thresholds, based on the August census of the preceding year, a higher classification level is achieved.

Sites with enrolments greater than or equal to 1200 will have a principal level of PC09  
Sites with enrolments greater than or equal to 950 will have a principal level of PC08  
Sites with enrolments greater than or equal to 750 will have a principal level of PC07  
Sites with enrolments greater than or equal to 600 will have a principal level of PC06  
Sites with enrolments greater than or equal to 450 will have a principal level of PC05  
Sites with enrolments greater than or equal to 300 will have a principal level of PC04  
Sites with enrolments greater than or equal to 150 will have a principal level of PC03  
Sites with enrolments greater than or equal to 20 will have a principal level of PC02 \*  
Sites with enrolments less than 20 will have a principal level of PC01 \*

\*Operative from the fpp on or after 24 January 2013

### **Access to Classification Information**

A report that contains the Weighted RES, enrolment impact and final classification level for all schools classified under this methodology will be prepared each year. These will be available for inspection by employees.

### **Principal Classification Review Panel**

The authority for determining classification levels for principal positions is delegated to the Assistant Director, Workforce Management.

The principal classification level will be reviewed at the end of the principal's tenure or when a position becomes vacant and is due to be advertised. Upon vacancy, the Assistant Director, Workforce Management will advise the Regional Director of the classification level of the school, based on the most recent boundary values and the School Size and Complexity Rating (SSACR).

If the Regional Director believes that there are sufficient special work value considerations falling outside of the SSACR to warrant further review of the position, a written application can be made to the Assistant Director, Workforce Management for a review of classification level of the position prior to advertising.

In exceptional circumstances a principal's classification may be reviewed during tenure. This would only occur where significant unplanned work value changes occur, e.g. a special refugee program results in a significant increase in complexity or there is a rapid non-projected increase in enrolments. If the Regional Director believes that there are sufficient special work value considerations falling outside of the SSACR to warrant a review of the position during tenure, a written application can be made to the Assistant Director, Workforce Management for a review of the classification level of the position.

A Principal Classification Review Panel will be formed to consider the written application and provide advice to the Assistant Director, Workforce Management on the principal classification level.

The key consideration in the review process is the extent to which the additional factors will result in an equivalent increase in the SSACR sufficient to warrant changing the principal's classification.

These additional factors may include sites of large and complex nature which attract PC08 classification under the SSACR classification system which can be clearly differentiated from other PC08 sites and include multi levels of schooling (e.g. Preschool to Year 12 sites) and/or multi campus sites.

The panel members consist of the following officers:

Chairperson, Director, Workforce Management  
Assistant Director, Workforce Management  
Regional Director (nominee)  
Australian Education Union (nominee)

The Principal Classification Operational Guidelines are published on the DECD website.

### **Unforeseen Outcomes and Consequences**

In the event that either DECD or the AEU identifies an unforeseen or unintended outcome or consequence that arises from the application of this schedule, specifically whether or not it is appropriate to reconsider the use of the Modified RES as a further determinant in the SSACR process, the following procedure will apply:

- Step 1 Consultation between DECD and AEU representatives.
- Step 2 Where the matter cannot be resolved, referral to the Industrial Relations Commission of South Australia for conciliation in the first instance.

## SCHEDULE 5 – BAND B CLASSIFICATION DESCRIPTORS AND WORK LEVEL DEFINITIONS

### BAND B – SCHOOL LEADER CLASSIFICATION

Each school may establish leadership positions in addition to the Principal. These classifications apply to school based positions, reporting to a school principal, and usually involve at least some teaching. Leadership positions will be classified on the basis of work value using one of six (6) classification levels.

PCO levels are used in this document because of their common and familiar application. These references are based on the application of the classifications of schools through the School Size and Complexity Rating (SSACR) identified in Schedule 4. Principal PCO levels are to be understood in that context.

The classification level of a position will be commensurate with its work value and school classification as determined by the School Size and Complexity Rating.

Work value is assessed by measuring the relative worth of the position in achieving the school's objectives.

Schools will apply local designation names for school leader positions (See table 3).

#### Deputy Principal Classification

Schools with a classification PCO 2 and above may have a Deputy Principal.

A Deputy Principal:

- Provides leadership and management across the school and has specific designated areas of responsibility assigned;
- Undertakes some teaching duties pursuant to clauses 5.2.9 and 5.2.10 of this agreement
- Deputises for the principal in his / her absence.

Where a Deputy Principal position is established, the Deputy Principal shall be classified in relation to the classification level of that school, as determined by the following table:

**Table 1 Deputy Levels**

DESCRIPTION	CLASSIFICATION LEVEL
<b>Deputy Principal</b> Deputy Principal up to Band B-6 (PCO 5)	There will be only one deputy principal in a site. <ul style="list-style-type: none"> <li>• Band B-6 (PCO 5) DP in a PCO 9 school</li> <li>• Band B-5 (PCO 4) DP in a PCO 8 school</li> <li>• Band B-4 (PCO 3) DP in PCO 7 &amp; PCO 6 schools</li> <li>• Band B-3 (PCO 2) DP in a PCO 5 school</li> <li>• Band B-2 (PCO 1) DP in PCO 4 &amp; PCO 3 schools.</li> <li>• In a PCO 2 school, a deputy at the level of Band B-1<sup>3</sup> (see also table 2).</li> </ul>

#### Other School Leader Positions

The School Leader classification levels available to individual schools are based on those described in Table 2 below.

There is no restriction on the number of leadership positions that may be established in a school within budget. Position classifications can be at any of the available levels up to and including the same level as the deputy, provided they appropriately reflect the work value of the position.

The classification levels for sub school heads and campus heads in multi-campus schools will have regard for campus/sub-school size and complexity and the proximity of the main campus as these factors impact on the level of direct responsibility and autonomous decision making required. That is to say, they will be at a classification commensurate with that of a school of similar size and complexity.

<sup>3</sup> This is an unfunded legacy provision for a position which matches the entitlement that a few PCO 2 schools had to a primary deputy in 1997. Primary deputies at this level were paid the same as a Secondary Senior. There was no entitlement to administration time.

**Table 2 Available Classifications**

Common Titles	School Leadership - Deputy Principal, Assistant Principal or Senior Leader					
Salary <sup>4</sup>	\$89,663	\$91,702	\$97,729	\$103,760	\$109,788	\$115,821
School Classification	Band B-1	Band B-2	Band B-3	Band B-4	Band B-5	Band B-6
PCO Level	Coordinator	PCO 1	PCO 2	PCO 3	PCO 4	PCO 5
9	Available	Available	Available	Available	Available	Deputy &/or Other
8	Available	Available	Available	Available	Deputy &/or Other	
7	Available	Available	Available	Deputy &/or Other		
6	Available	Available	Available	Deputy &/or Other		
5	Available	Available	Deputy &/or Other			
4	Available	Deputy &/or Other				
3	Available	Deputy &/or Other				
2	Available <i>(see footnote 1)</i>	Deputy <sup>5</sup>				
1	Available					

### The Role of School Leaders

School leaders at this level teach and provide leadership and management in a school, an alliance or cooperative of schools, or a centre, or unit attached to a school and have specific designated areas of assigned responsibility.

School Leaders may carry out teaching duties pursuant to the conditions of the Enterprise Agreement.

Broad areas of responsibility such as the following may be included in a School Leaders Role:

- management of individualised planning, learning and accountability program for a group of staff at a lower classification level as part of the school's performance management process, including induction of new staff
- resource management within the relevant legal, industrial and policy framework, and in the context of local governance and management
- leadership and management of specific projects/programs/responsibilities
- leadership and direction in student wellbeing and/or responsibility for behaviour management
- management and/or leadership of a discrete section of the school or discrete student cohort, including special needs
- school improvement and/or implementation of organisational change
- administrative responsibilities
- human resource management
- community and/or local employer liaison
- curriculum development and renewal
- leadership and direction in aspects of the school curriculum
- faculty management
- year level supervision
- management of resources for a program or project
- counselling
- daily operations
- safety and risk management

<sup>5</sup> The appointment of a PCO 1 Deputy Principal in a PCO 2 school was not an entitlement under the previous arrangements. However, if a school has sufficient resourcing, it may make an appointment at this classification.

## **Face to Face Teaching**

See clauses 5.2.9 and 5.2.10 which prescribe the maximum face to face teaching time.

Principals, in partnership with the PAC, may reduce the maximum face to face teaching time to take account of work volume and role diversity.

Time and resourcing allocated for leadership roles should promote staff well-being and work life balance. Schools may elect to advertise or negotiate positions with specified face to face teaching time less than that specified in clauses 5.2.9 and 5.2.10. This process should be in partnership with the PAC and with advice from the Senior HR Consultant.

## **Classification of School Leader Positions**

The local and purposeful design of jobs is a critical aspect in creating and maintaining successful schools. It is crucial that jobs within a school, cluster, centre or unit are seen to be fair and reasonable within the time allocated and the work value or classification of the position.

Work volume is the workload or amount of work undertaken, and should not be confused with work value. Work volume can be managed by effective job design and the appropriate allocation of administration time.

The Principal in partnership with the PAC will use the School Leader classification tables in this schedule, in conjunction with the Work Level Definitions when determining the classification of a position.

Local decision making will enable schools to use a range of leadership positions, notwithstanding the following:

- In determining the number and classification of leadership positions in a school the Principal, in partnership with the PAC, with advice from the school's Senior HR Consultant, will ensure that the classification accurately reflects the work value of the position.
- The classification of leadership positions will include consideration of the following aspects of the position:
  1. Required Knowledge and Experience
  2. Autonomy
  3. Responsibility and Accountability
  4. Working relationships
  5. Role Diversity
  6. Complexity in the Role
  7. Resource Management
  8. Strategic Outcomes Required

In exceptional circumstances the Executive Director, HR &WD may approve classifications at higher levels than determined using the PCO level justified by the School Size and Complexity Rating (SSACR). Approval of these extraordinary classifications will be determined on the work value of any such position.

**Table 3 School Leader Classification**

The classification level of a position will be commensurate with its work value, and School Size and Complexity Rating. The following are broad areas of responsibility for School Leaders

School Size and Complexity	Typical Transformational Impact for	Common titles that have been in use	Descriptions typical of (but not restricted to) the Level
<b>PCO 1</b>	Typically, because of their small size (fewer than 20 students) the Principal is the only leader in these sites. However, where sufficient resources exist to allow a site to create a position, the Band B-1 position will positively impact on all of a school's staff and operations.	Coordinator	Coordinator
<b>PCO 2</b>	The Band B-1 position will positively impact on all of a school's staff and operations.	Coordinator Rarely Deputy	Coordinator, Leader - Literacy and Numeracy
<b>PCO 3</b> <b>PCO 4</b>	The Band B-1 position will positively impact on all or major section of the school's staff and operations. The Band B-2 position will positively impact on all of the school's staff and operations.	Coordinator Deputy Principal, Assistant Principal, Senior Leader	Coordinator , Counsellor, Curriculum Leader, Timetabler Curriculum Leader, Senior School Leader, Deputy Principal
<b>PCO 5</b>	The Band B-1 position will positively impact on a significant section of the school's staff and operations The Band B-2 position will positively impact on all or a major section of the school's staff and operations. The Band B-3 position will positively impact on all of a school's staff and operations.	Coordinator Assistant Principal, Senior Leader Deputy Principal, Senior Leader	Coordinator, Curriculum Leader, Student Well Being Coordinator Assistant Principal Deputy Principal, Assistant Principal
<b>PCO 6</b> <b>PCO 7</b>	The Band B-1 position will positively impact on a limited section of the school's staff and operations. The Band B-2 position will support and positively impact on a significant section of the school's staff and operations. The Band B-3 position will positively impact on a major section of the school's staff and operations. The Band B-4 position will positively impact on all of a school's staff and operations.	Coordinator Assistant Principal, Senior Leader Assistant Principal, Senior Leader Deputy Principal, Senior Leader	Coordinator, Counsellor , Faculty Leader Assistant Principal - Manager Administration Services Leader - Early Years & JP, Middle Years Leader Deputy Principal, Assistant Principal - Head of School
<b>PCO 8</b>	The Band B-1 position will positively impact on a small section of the school's staff and operations. The Band B-2 position will positively impact on a limited section of the school's staff and operations. The Band B-3 position will positively impact on a significant section of the school's staff and operations. The Band B-4 position will positively impact on all or a major section of the school's staff and operations. The Band B-5 position will positively impact on all of a school's staff and operations.	Coordinator Assistant Principal, Senior Leader Assistant Principal, Senior Leader Senior Leader Deputy Principal, Senior Leader	Coordinator, Faculty Leader Assistant Principal Leader - Student Well Being & Student Services Campus Leader. Deputy Principal - Director Innovation and Learning Improvement
<b>PCO 9</b>	The Band B-1 position will positively impact on a small section of the school's staff and operations. The Band B-2 position will positively impact on a limited section of the school's staff and operations. The Band B-3 position will positively impact on a moderate section of the school's staff and operations. The Band B-4 position will positively impact on a significant section of the school's staff and operations. The Band B-5 position will positively impact on all or a major section of the school's staff and operations. The Band B-6 position will positively impact on all of a school's staff and operations.	Coordinator Assistant Principal, Senior Leader Assistant Principal, Senior Leader Senior Leader Senior Leader Deputy Principal	Coordinator , Counsellor, Faculty Leader Assistant Principal - Manager Disabilities and Support Services Head of Learning and Inclusion Early Years Learning and Early Childhood Leader Campus Leader, Sub School Head DP - Director Curriculum & Quality Assurance

## WORK LEVEL DEFINITIONS FOR SCHOOL LEADER POSITIONS

### SCHOOL LEADER BAND B-6 (PCO5)

The leadership of significant whole school programs or functional areas in schools involve a School Leader Band B-6 in the analysis of the needs of students and the translation of DECD educational policy and frameworks into appropriate education programs to meet the needs of all students. A school leader 6 will be an active contributor to whole school leadership.

Typically a School Leader Band B-6 will be accountable for the effective management of the teaching staff and/or resources of a defined area of the school's operation and for the oversight and leadership of the educational programs provided utilising these resources.

A School Leader Band B-6 will be appointed in a School Size and Complexity Rating 9 (PCO9) school and typically will fulfil the role of Deputy Principal.

#### Work Level Definitions

##### Required Knowledge and Experience

- Demonstrates an in-depth knowledge of several areas of expertise and detailed understanding of the relationship to other areas of expertise
- Has prior successful experience in school-wide educational leadership

##### Autonomy

- Authorised to make significant decisions relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget

##### Responsibility and Accountability

- Has delegated accountability for significant school programs or functional areas
- Contributes to the overall management of the school through active leadership in policy formulation and decision making

##### Working Relationships

- Reports directly to the principal
- Cultivates and influences the professional practices of a significant component of the personnel at the school
- Provides direct performance and development support for a number of other leaders
- Accountable for a significant proportion of school staff

##### Role Diversity

- Has responsibility within key school programs or functional areas
- Undertakes a significant diversity of tasks to contribute to whole-school leadership

##### Complexity in the Role

- Leads whole school improvement by using high creativity, innovation, and breaking with the past to create new modes of operating
- Responsible for multiple improvement projects
- Focus of role is on leadership to transform practices or processes i.e. cultural leadership

##### Resource Management

- Delegated to make significant decisions regarding the staff and budget relating to the area of designated responsibility
- Entrusted to use the available resources to deliver the best organisational outcomes

##### Strategic Outcomes Required

- Shapes and leads the strategic directions of the school in the area of responsibility
- Inspires the sense and purpose of the school's vision and goals
- Leads whole-school improvement

#### Position Responsibilities

Typically, a School Leader Band B-6 performs one or more of the following functions:

Deputy Principal

## **SCHOOL LEADER      BAND B-5 (PCO4)**

The leadership of significant, specific school programs or functional areas in schools involve a School Leader Band B-5 in the analysis of the needs of students and the translation of DECD educational policy and frameworks into appropriate education programs to meet the needs of all students. A School Leader Band B-5 will be an active contributor to whole-school leadership.

Typically a School Leader Band B-5 will be accountable for the effective management of the teaching staff and resources of a defined area of the school's operation and for the oversight and leadership of the educational programs provided utilising these resources. Refer to Table 3 for further clarification.

### **Work Level Definitions**

#### Required Knowledge and Experience

- Demonstrates an in-depth knowledge of several specific areas of expertise and understanding of the relationship to other areas of expertise
- Has prior successful experience in educational leadership, typically school-wide

#### Autonomy

- Authorised to make significant decisions relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget

#### Responsibility and Accountability

- Has delegated accountability for significant school programs or functional areas
- Contributes to the overall management of the school through active leadership in policy formulation and decision making

#### Working Relationships

- Reports directly to the principal
- Cultivates and influences the professional practices of a significant component of the personnel at the school
- Provides direct performance and development support for a team of other staff including other leaders
- Accountable for a significant proportion of school staff

#### Role Diversity

- Has diverse responsibility within specific school programs or functional areas
- Undertakes a diversity of tasks to contribute to whole-school leadership

#### Complexity in the Role

- Leads large scale improvement by using high creativity, innovation, and breaking with the past to create new modes of operating
- Responsible for multiple interdependent improvement projects
- Focus of role is on leadership to transform practices or processes i.e. cultural leadership

#### Resource Management

- Delegated to make decisions regarding the staff and budget relating to the area of designated responsibility
- Entrusted to use the available resources to deliver the best organisational outcomes

#### Strategic Outcomes Required

- Shapes and leads the strategic directions of the school in the area of responsibility
- Inspires the sense and purpose of the school's vision and goals
- Leads school improvement

### **Position Responsibilities**

Typically, a School Leader Band B-5 performs one or more of the following functions:

Deputy Principal; Sub School Leader; Leader of a large whole-school program; School Improvement

## **SCHOOL LEADER      BAND B-4 (PCO3)**

A School Leader Band B-4 will provide leadership of specific school programs or functional areas in schools. A School Leader 4 will be an active participant in whole-school management.

Typically a School Leader Band B-4 will be accountable for the holistic leadership of a defined area of the school's educational programs and/or operation. Refer to Table 3 for further clarification.

### **Work Level Definitions**

#### Required Knowledge and Experience

- Demonstrates an in-depth knowledge of a number of specific areas of expertise and awareness of the relationship to other areas of expertise
- Has prior successful experience in educational leadership

#### Autonomy

- Primarily self-directed within the area of responsibility
- Authorised to make some decisions in the area of designated responsibility within the framework of the school's strategic plan, policies and budget

#### Responsibility and Accountability

- Typically has some delegated accountability for specific school programs or functional areas
- Contributes to the overall management of the school through leadership in policy formulation and decision making

#### Working Relationships

- Typically reports directly to the principal
- Cultivates and influences the professional practices at the school
- Provides direct performance and development support for a number of other staff including other leaders
- Accountable for a proportion of school staff

#### Role Diversity

- Has diverse responsibility within limited school programs or functional areas
- Contributes to specific aspects of whole-school leadership

#### Complexity in the Role

- Identifies focus of improvement within the area of responsibility, collects and analyses data and uses a diversity of approaches (including innovation) to influence new practices and processes
- Responsible for sequential improvement projects
- Focus of role is on leadership to improve practices or processes within the area of responsibility

#### Resource Management

- Delegated to make some decisions regarding the staff and budget relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget

#### Strategic Outcomes Required

- Influences the strategic directions of the school in the area of responsibility
- Supports the sense and purpose of the school's vision, typically by leading an aspect school improvement related to the area of responsibility

### **Position Responsibilities**

Typically, a School Leader Band B-4 performs one or more of the following functions:

Deputy Principal; Sub School Leader; Leader of a large program, project or school cohort

## **SCHOOL LEADER BAND B-3 (PCO2)**

A School Leader Band B-3 will provide leadership of specific school programs or functional areas in schools. A School Leader Band B-3 will contribute to aspects of whole-school management.

Typically a School Leader Band B-3 will be responsible for the holistic leadership of a defined area of the school's educational programs and/or operation. Refer to Table 3 for further clarification.

### **Work Level Definitions**

#### Required Knowledge and Experience

- Demonstrates an in-depth knowledge of a specific area of expertise with an understanding of the relationships to other areas of expertise
- Typically has prior successful experience in educational leadership

#### Autonomy

- Works under broad direction with significant professional independence
- May be authorised to make some decisions in the area of designated responsibility within the framework of the school's strategic plan, policies and budget

#### Responsibility and Accountability

- Responsible for specific school programs or functional areas
- Contributes to the overall management of the school through active participation in, and typically leadership of, policy formulation and decision making

#### Working Relationships

- Reports directly to the principal or a school leader at a higher classification level
- Cultivates and influences the professional practices at the school
- Provides direct performance and development support for a number of other staff possibly including other leaders
- Accountable for a group of school staff

#### Role Diversity

- Undertakes a diversity of tasks within specific school programs or functional areas
- May contribute to specific aspects of whole-school leadership

#### Complexity in the Role

- Leads improvements in work practices and/or processes within the area of responsibility using analysis and a range of established and newly tailored principles, practices and procedures
- Responsible for planning and carrying out sequential projects
- Focus of the role has a balance between effective management and leadership within the area of responsibility

#### Resource Management

- Typically actively involved in making decisions regarding the staff and budget relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget

#### Strategic Outcomes Required

- Contributes to the shaping of strategic directions of the school particularly in the area of responsibility
- Supports the sense and purpose of the school's vision through collaborative leadership in an aspect school improvement

### **Position Responsibilities**

Typically, a School Leader Band B-3 performs one or more of the following functions:

Deputy Principal; Sub School Leader; Leader of a program, project or school cohort

## **SCHOOL LEADER      BAND B-2 (PC01)**

A School Leader Band B-2 will lead specific school programs or functional areas in schools. Refer to Table 3 for further clarification.

Typically a School Leader Band B-2 will be responsible for the effective leadership of a team and holistic management of an aspect of the school's educational programs and/or operation.

### **Work Level Definitions**

#### Required Knowledge and Experience

- Demonstrates an in-depth knowledge of a specific area of expertise with an awareness of the relationships to other areas of expertise
- May have prior successful experience in educational leadership

#### Autonomy

- Works under broad direction
- Operates with high levels of professional independence within the area of responsibility within the framework of the school's strategic plan, policies and budget

#### Responsibility and Accountability

- Responsible for specific school programs or functional areas
- Contributes to the overall management of the school through participation in policy formulation and decision making

#### Working Relationships

- Reports directly to the principal or a school leader at a higher classification level
- Leads and supports a team of people
- Provides direct performance and development support for a team of staff

#### Role Diversity

- Undertakes a diversity of tasks within a limited number of school programs or functional areas relevant to the area of responsibility

#### Complexity in the Role

- Implements improvements in work practices and/or modifies processes within the area of responsibility using a range of established and newly tailored principles, practices and procedures
- Focus of the role is on effective management together with some leadership within the area of responsibility
- Typically seeks advice from another leader regarding improvement strategies

#### Resource Management

- Typically manages the budget and will be consulted regarding the staffing and facilities, relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget

#### Strategic Outcomes Required

- Understands and supports the strategic directions of the school by leading and implementing agreed strategies in the area of responsibility

### **Position Responsibilities**

Typically, a School Leader Band B-2 performs one or more of the following functions:

Deputy Principal; Curriculum area management; Leadership of a specific project, program or school cohort

## **SCHOOL LEADER BAND B-1 (COORDINATOR)**

School Leader Band B-1 is the entry level to the leadership positions.

A School Leader Band B-1 will manage specific school programs or functional areas in schools. Refer to Table 3 for further clarification.

Typically a School Leader Band B-1 will be responsible for the effective leadership of an aspect of the school's educational programs and/or operation.

### **Work Level Definitions**

#### Required Knowledge and Experience

- Demonstrates an in-depth knowledge of a specific area of expertise with some awareness of the relationship to other areas of expertise
- May have minimal prior experience in educational leadership

#### Autonomy

- Works under limited direction
- Uses professional judgment within the area of responsibility within the framework of the school's strategic plan, policies and budget

#### Responsibility and Accountability

- Responsible for specific school programs or functional areas
- Supports the overall management of the school through participation in policy formulation and decision making

#### Working Relationships

- Reports directly to the principal or a school leader at a higher classification level
- Supports a small team of people within the area of responsibility
- May provide direct performance and development support for some staff

#### Role Diversity

- Undertakes a diversity of tasks within the area of responsibility

#### Complexity in the Role

- Primarily undertakes duties of a routine nature within area of responsibility mostly using established principles, practices and procedures
- Focus of the role is on effective management within the area of responsibility
- Implements improvements in close cooperation with a leader at a higher level

#### Resource Management

- Typically manages the budget, and may be consulted regarding the staffing and facilities, relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget

#### Strategic Outcomes Required

- Supports the strategic directions of the school by implementing agreed strategies in the area of responsibility

### **Position Responsibilities**

Typically, a School Leader Band B-1 performs one or more of the following functions:

Faculty Management; Year Level Supervision; Management of a specific project or program, Counselling

**COMPARATIVE PROFILES**

	<b>Band B-1 Coordinator</b>	<b>Band B-2 PC01</b>	<b>Band B-3 PC02</b>	<b>Band B-4 PC03</b>	<b>Band B-5 PC04</b>	<b>Band B-6 PC05</b>
<b>Required Knowledge and Experience</b>	<ul style="list-style-type: none"> <li>• Demonstrates an in-depth knowledge of a specific area of expertise with some awareness of the relationships to other areas of expertise</li> <li>• May have minimal prior experience in educational leadership</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates an in-depth knowledge of a specific area of expertise with an awareness of the relationships to other areas of expertise</li> <li>• May have prior successful experience in educational leadership</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates an in-depth knowledge of a specific area of expertise with an understanding of the relationships to other areas of expertise</li> <li>• Typically has prior successful experience in educational leadership</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates an in-depth knowledge of a number of specific areas of expertise and awareness of the relationship to other areas of expertise</li> <li>• Has prior successful experience in educational leadership</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates an in-depth knowledge of several specific areas of expertise and understanding of the relationship to other areas of expertise</li> <li>• Has prior successful experience in educational leadership, typically school-wide</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates an in-depth knowledge of several areas of expertise and detailed understanding of the relationship to other areas of expertise</li> <li>• Has prior successful experience in school-wide educational leadership</li> </ul>
<b>Autonomy</b>	<ul style="list-style-type: none"> <li>• Works under limited direction</li> <li>• Uses professional judgment within the area of responsibility within the framework of the school's strategic plan, policies and budget</li> </ul>	<ul style="list-style-type: none"> <li>• Works under broad direction</li> <li>• Operates with high levels of professional independence within the area of responsibility within the framework of the school's strategic plan, policies and budget</li> </ul>	<ul style="list-style-type: none"> <li>• Works under broad direction with significant professional independence</li> <li>• May be authorised to make some decisions in the area of designated responsibility within the framework of the school's strategic plan, policies and budget</li> </ul>	<ul style="list-style-type: none"> <li>• Primarily self-directed within the area of responsibility</li> <li>• Authorised to make some decisions in the area of designated responsibility within the framework of the school's strategic plan, policies and budget</li> </ul>	<ul style="list-style-type: none"> <li>• Authorised to make significant decisions relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget</li> </ul>	<ul style="list-style-type: none"> <li>• Authorised to make significant decisions relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget</li> </ul>
<b>Responsibility and Accountability</b>	<ul style="list-style-type: none"> <li>• Responsible for specific school programs or functional areas</li> <li>• Supports the overall management of the school through participation in policy formulation and decision making</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for specific school programs or functional areas</li> <li>• Contributes to the overall management of the school through participation in policy formulation and decision making</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for specific school programs or functional areas</li> <li>• Contributes to the overall management of the school through active participation in, and typically leadership of, policy formulation and decision making</li> </ul>	<ul style="list-style-type: none"> <li>• Typically has some delegated accountability for specific school programs or functional areas</li> <li>• Contributes to the overall management of the school through leadership in policy formulation and decision making</li> </ul>	<ul style="list-style-type: none"> <li>• Has delegated accountability for significant school programs or functional areas</li> <li>• Contributes to the overall management of the school through active leadership in policy formulation and decision making</li> </ul>	<ul style="list-style-type: none"> <li>• Has delegated accountability for significant school programs or functional areas</li> <li>• Contributes to the overall management of the school through active leadership in policy formulation and decision making</li> </ul>

	<b>Band B-1 Coordinator</b>	<b>Band B-2 PC01</b>	<b>Band B-3 PC02</b>	<b>Band B-4 PC03</b>	<b>Band B-5 PC04</b>	<b>Band B-6 PC05</b>
<b>Working Relationships</b>	<ul style="list-style-type: none"> <li>• Reports directly to the principal or a school leader at a higher classification level</li> <li>• Supports a small team of people within the area of responsibility</li> <li>• May provide direct performance and development support for some staff</li> </ul>	<ul style="list-style-type: none"> <li>• Reports directly to the principal or a school leader at a higher classification level</li> <li>• Leads and supports a team of people</li> <li>• Provides direct performance and development support for a team of staff</li> </ul>	<ul style="list-style-type: none"> <li>• Reports directly to the principal or a school leader at a higher classification level</li> <li>• Cultivates and influences the professional practices at the school</li> <li>• Provides direct performance and development support for a number of other staff possibly including other leaders</li> <li>• Accountable for a group of school staff</li> </ul>	<ul style="list-style-type: none"> <li>• Typically reports directly to the principal</li> <li>• Cultivates and influences the professional practices at the school</li> <li>• Provides direct performance and development support for a number of other staff including other leaders</li> <li>• Accountable for a proportion of school staff</li> </ul>	<ul style="list-style-type: none"> <li>• Reports directly to the principal</li> <li>• Cultivates and influences the professional practices of a significant component of the personnel at the school</li> <li>• Provides direct performance and development support for a team of other staff including other leaders</li> <li>• Accountable for a significant proportion of school staff</li> </ul>	<ul style="list-style-type: none"> <li>• Reports directly to the principal</li> <li>• Cultivates and influences the professional practices of a significant component of the personnel at the school</li> <li>• Provides direct performance and development support for a number of other leaders</li> <li>• Accountable for a significant proportion of school staff</li> </ul>
<b>Role Diversity</b>	<ul style="list-style-type: none"> <li>• Undertakes a diversity of tasks within the area of responsibility</li> </ul>	<ul style="list-style-type: none"> <li>• Undertakes a diversity of tasks within a limited number of school programs or functional areas relevant to the area of responsibility</li> </ul>	<ul style="list-style-type: none"> <li>• Undertakes a diversity of tasks within specific school programs or functional areas</li> <li>• May contribute to specific aspects of whole-school leadership</li> </ul>	<ul style="list-style-type: none"> <li>• Has diverse responsibility within limited school programs or functional areas</li> <li>• Contributes to specific aspects of whole-school leadership</li> </ul>	<ul style="list-style-type: none"> <li>• Has diverse responsibility within specific school programs or functional areas</li> <li>• Undertakes a diversity of tasks to contribute to whole-school leadership</li> </ul>	<ul style="list-style-type: none"> <li>• Has responsibility within key school programs or functional areas</li> <li>• Undertakes a significant diversity of tasks to contribute to whole-school leadership</li> </ul>
<b>Complexity in the Role</b>	<ul style="list-style-type: none"> <li>• Primarily undertakes duties of a routine nature within area of responsibility mostly using established principles, practices and procedures</li> <li>• Focus of the role is on effective management within the area of responsibility</li> <li>• Implements improvements in close cooperation with a leader at a higher level</li> </ul>	<ul style="list-style-type: none"> <li>• Implements improvements in work practices and/or modifies processes within the area of responsibility using a range of established and newly tailored principles, practices and procedures</li> <li>• Focus of the role is on effective management together with some leadership within the area of responsibility</li> <li>• Typically seeks advice from another leader regarding improvement strategies</li> </ul>	<ul style="list-style-type: none"> <li>• Leads improvements in work practices and/or processes within the area of responsibility using analysis and a range of established and newly tailored principles, practices and procedures</li> <li>• Responsible for planning and carrying out sequential projects</li> <li>• Focus of the role has a balance between effective management and leadership within the area of responsibility</li> </ul>	<ul style="list-style-type: none"> <li>• Identifies focus of improvement within the area of responsibility, collects and analyses data and uses a diversity of approaches (including innovation) to influence new practices and processes</li> <li>• Responsible for sequential improvement projects</li> <li>• Focus of role is on leadership to improve practices or processes within the area of responsibility</li> </ul>	<ul style="list-style-type: none"> <li>• Leads large scale improvement by using high creativity, innovation, and breaking with the past to create new modes of operating</li> <li>• Responsible for multiple interdependent improvement projects</li> <li>• Focus of role is on leadership to transform practices or processes i.e. cultural leadership</li> </ul>	<ul style="list-style-type: none"> <li>• Leads whole school improvement by using high creativity, innovation, and breaking with the past to create new modes of operating</li> <li>• Responsible for multiple improvement projects</li> <li>• Focus of role is on leadership to transform practices or processes i.e. cultural leadership</li> </ul>

	<b>Band B-1 Coordinator</b>	<b>Band B-2 PC01</b>	<b>Band B-3 PC02</b>	<b>Band B-4 PC03</b>	<b>Band B-5 PC04</b>	<b>Band B-6 PC05</b>
<b>Resource Management</b>	<ul style="list-style-type: none"> <li>Typically manages the budget, and may be consulted regarding the staffing and facilities, relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget</li> </ul>	<ul style="list-style-type: none"> <li>Typically manages the budget and will be consulted regarding the staffing and facilities, relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget</li> </ul>	<ul style="list-style-type: none"> <li>Typically actively involved in making decisions regarding the staff and budget relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget</li> </ul>	<ul style="list-style-type: none"> <li>Delegated to make some decisions regarding the staff and budget relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget</li> </ul>	<ul style="list-style-type: none"> <li>Delegated to make decisions regarding the staff and budget relating to the area of designated responsibility</li> <li>Entrusted to use the available resources to deliver the best organisational outcomes</li> </ul>	<ul style="list-style-type: none"> <li>Delegated to make significant decisions regarding the staff and budget relating to the area of designated responsibility</li> <li>Entrusted to use the available resources to deliver the best organisational outcomes</li> </ul>
<b>Strategic Outcomes Required</b>	<ul style="list-style-type: none"> <li>Supports the strategic directions of the school by implementing agreed strategies in the area of responsibility</li> </ul>	<ul style="list-style-type: none"> <li>Understands and supports the strategic directions of the school by leading and implementing agreed strategies in the area of responsibility</li> </ul>	<ul style="list-style-type: none"> <li>Contributes to the shaping of strategic directions of the school particularly in the area of responsibility</li> <li>Supports the sense and purpose of the school's vision through collaborative leadership in an aspect school improvement</li> </ul>	<ul style="list-style-type: none"> <li>Influences the strategic directions of the school in the area of responsibility</li> <li>Supports the sense and purpose of the school's vision, typically by leading an aspect school improvement related to the area of responsibility</li> </ul>	<ul style="list-style-type: none"> <li>Shapes and leads the strategic directions of the school in the area of responsibility</li> <li>Inspires the sense and purpose of the school's vision and goals</li> <li>Leads school improvement</li> </ul>	<ul style="list-style-type: none"> <li>Shapes and leads the strategic directions of the school in the area of responsibility</li> <li>Inspires the sense and purpose of the school's vision and goals</li> <li>Leads whole-school improvement</li> </ul>

## ATTACHMENT A – THE COMMITMENT

### PREAMBLE

This commitment will operate until the end of the 2015 school year, or until such time as the *South Australian School and Preschool Education Staff Enterprise Agreement 2012* is revoked or terminated in accordance with the *Fair Work Act 1994 (SA)*, or until such time as a new enterprise agreement is approved, whichever is sooner.

The purpose of the Commitment is to provide assurance that schools subject to the Student Centred Funding Model (SCFM) will continue to receive sufficient security of funding to meet industrial obligations that regulate workload for teachers and leaders and to confirm continued application of formula and resources applicable to schools and preschools that are not funded through SCFM.

### 1. STUDENT CENTRED FUNDING MODEL

The parameters for the allocation of staff work and the management of workload are provided by the *South Australian School and Preschool Education Staff Enterprise Agreement 2012*. From the commencement of the 2013 school year and thereafter, schools that are resourced pursuant to the Student Centred Funding Model (SCFM) will to be provided with sufficient resources to ensure these industrial entitlements are enacted. All elements of the SCFM and all Standard Salary Rates will be indexed by 3% for the 2013 school year, 3% for the 2014 school year and 3% for the 2015 school year.

The SCFM will continue to be allocated consistent with 2011 and 2012 school years; indexed for salary increases. The SCFM includes resourcing allocations previously known as Staffing Allocation Document (SAD), Flexible Initiatives Resourcing and Additional Leadership Administration Time. The list of the resources that have been incorporated into SCFM will be detailed into the Resource Entitlement Statement Notes.

### 2. PRESCHOOLS

Preschools will continue to be resourced on attendance in accordance with the 2012 preschool staffing formula. The formulas contain allocations for leadership, teaching staff and non-teaching staff which will enable:

- Contact time to be maintained at existing levels consistent with Circular 32;
- Additional Leadership Administration Time will be allocated to preschools using the formula described hereunder:
  - PSD1 = 12 TRT days per annum
  - PSD2 = 12 TRT days + 5 TRT days loading per annum
  - PSD3 = 12 TRT days + 8 TRT days loading per annum
  - PSD4 = 12 TRT days + 8 TRT days loading per annum
- Groups sizes and staff ratios be maintained according to the current formula.

Preschools that provide Universal Access to Early Childhood Education to ensure that 4 year old children have access to 15 hours of preschool prior to entry into school will continue to receive 20% adjustment to their staffing entitlement.

Preschool directors working in Rural Integrated Services, Children's Centres for Early Childhood Development and Parenting, and Other Approved Integrated Children's Centres, where the director is counted as part of the teacher/child staffing ratio shall be entitled to an additional 0.5 FTE teacher to provide 0.5 non-contact time for the director. In centres where the director is 0.5 FTE an additional 0.5 FTE director time will be allocated.

Preschool Directors working in rural part time centres with a rural care worker and/or more than two sessions of occasional care will increase their time fraction by a maximum of 0.1 FTE. If a centre should offer both programs, the increase in director time is 0.1 FTE.

### 3. SCHOOL BASED PRESCHOOLS

School Based Preschools will continue to be resourced based upon the 2012 formulas to achieve existing staff to child ratios.

Flexible Initiative Resourcing and Additional Leadership Administration Time are allocated to School Based Preschools based on February child enrolments using the following formula:

- Flexible Initiative Resourcing will be allocated on 0.2 FTE teacher per 100 students (with School Based Preschools enrolments discounted to 0.4 of total enrolments in proportion to the session attendance).
- Additional Leadership Administration Time will be allocated on 0.119 FTE teacher per 100 students.

#### **4. SPECIAL SCHOOLS AND UNITS**

Special schools and units will continue to be resourced in accordance to the 2012 formulas for special schools and units to maintain existing student to teacher ratios and existing leadership arrangements.

Flexible Initiative Resourcing and Additional Leadership Administration Time are allocated to Special schools and units based on February student enrolments using the following formula:

- Flexible Initiatives Resourcing will be allocated on 0.967 FTE teacher per 100 students.
- Additional Leadership Administration Time will be allocated on 0.117 FTE teacher per 100 student.

#### **5. FLEXIBLE INITIATIVES RESOURCING**

For those schools funded under the Student Centred Funding Model (SCFM), the funding formerly known as Flexible Initiatives Resourcing (FIR) will be incorporated into the SCFM. Other schools and school based preschools will continue to have FIR identified separately. As indicated in the Clause 1 of the Commitment, this funding will be indexed in line with salary increases which will be 3% for the 2013 school year, 3% for the 2014 school year and 3% for the 2015 school year. For the 2013 school year, the total funding attributable to FIR will be \$36,556,656, for the 2014 school year the amount will be \$37,653,356 and for the 2015 school year the amount will be \$38,782,956.

#### **6. INTENSIVE ENGLISH LANGUAGE CENTRES (NEW ARRIVAL PROGRAM)**

Intensive English Language Centres (New Arrival Program units) will continue to be resourced at existing levels (for the same number of students) to guarantee class sizes specified in clause 5.3.5 are maintained and existing leadership arrangements remain in place.

#### **7. LEARNING CENTRES (BEHAVIOURAL UNITS)**

Learning Centres will continue to be resourced in accordance to the 2012 formulas for Learning Centres to maintain existing student to teacher ratios.

#### **8. OPEN ACCESS COLLEGE**

The Open Access College will continue to be resourced in accordance to the 2012 formulas for the Open Access College to maintain existing student to teacher ratios and existing leadership arrangements.

Flexible Initiative Resourcing and Additional Leadership Administration Time are allocated to Open Access College based on February student enrolments using the following formula:

- Flexible Initiatives Resourcing will be allocated
  - 0.196 teacher FTE for every 100 primary students enrolled
  - 0.245 teacher FTE for every 100 secondary students enrolled
- Additional Leadership Administration Time will be allocated on 0.117 FTE teacher per 100 student.

#### **9. ICT TECHNICAL AND CURRICULUM SUPPORT IN SCHOOLS**

DECD will continue to provide the ICT Technical and Curriculum Support grant with \$12,854,400 for the 2013 school year, \$13,240,032 for the 2014 school year and \$13,637,232 for the 2015 school year.

#### **10. SPECIAL NEEDS TIER 2 FUNDING**

DECD recognises that students with special needs require additional support and will continue to provide additional targeted funding to support these students.

#### **11. SPECIAL PROJECT TIER 2 FUNDING**

DECD will continue to provide additional funding to schools and preschools in line with state and commonwealth government priorities at the time.

#### **12. RESOURCE ALLOCATION ADJUSTMENT PANEL**

DECD will continue to provide a contingency fund managed by the Resource Allocation Adjustment Panel for the purpose of meeting expenditure of an extraordinary or abnormal kind incurred by a school and/or preschool.

#### **13. RESOURCE ENTITLEMENT STATEMENT**

Each year DECD will provide to each school and preschool, a Resource Entitlement Statement which details the funding allocated to that school or preschool in line with the funding arrangements in place at that time.

#### **14. RESOURCE ENTITLEMENT STATEMENT NOTES**

Each year DECD will provide to each school and preschool, Resource Entitlement Statement Notes that provides details on the funding arrangements and formulas in place at that time.

#### **15. UPHOLD THE COMMITMENT**

Where applicable, supplementation above the Student Centred Funding Model (SCFM) will be provided where a Deputy Principal's maximum face-to-face teaching requirement has been reduced under the *South Australian School and Preschool Education Staff Enterprise Agreement 2012*.

If a school or preschool believes that their funding is insufficient to meet their industrial obligations during the life of this agreement, DECD and the school or preschool will jointly examine the allocation of resources. The examination will include an analysis of appropriate management and support structures, previous staffing arrangements and classroom composition for schools of similar size, type and complexity. If required, DECD will provide additional funding so that the school or preschool will be able to meet their industrial obligations.