



**PRE-SCHOOL (KINDERGARTEN) TEACHING
STAFF AWARD**

This is a consolidated version of an award of the **South Australian Employment Tribunal** published pursuant to the provisions of the *Fair Work Act 1994*.

PART 1 - APPLICATION AND OPERATION OF THE AWARD

OPDATE 26:11:2002 1st pp on or after

Clause 1.1 Title

OPDATE 26:11:2002 1st pp on or after

This award will be known as the “Pre-School (Kindergarten) Teaching Staff Award”.

Clause 1.2 Arrangement

OPDATE 12:12:2016 1st pp on or after

This award is arranged as follows:

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SUBJECT MATTER

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Clause 1.3 Scope, Persons Bound and Locality

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1.3.1 This award will apply to the industry of the occupations of *pre-school teachers* and *Directors* employed by the *Minister* pursuant to Section 12 of the *Children's Services Act, 1985*.

1.3.2 This award is binding upon all persons engaged in the industry of the occupations of teachers and *Directors* employed by the *Minister* pursuant to the provisions of Section 12 of the *Children's Services Act, 1985*, whether as *employers* or *employees* and whether members of an association or not.

1.3.3 This Award does not apply to those persons who are for the time being subject to an Enterprise Agreement under the *Act*, but only to the extent of any inconsistency.

1.3.4 This Award applies throughout the State of South Australia.

Clause 1.4 Duration

OPDATE 26:11:2002 1st pp on or after

1.4 This Award came into force on 1 June 1990 and will continue in force subject to amendment or until rescinded or replaced.

Clause 1.5 Definitions

OPDATE 22:12:2009 on and from

AEU means the Australian Education Union SA Branch

Chief Executive means the *Chief Executive* of the Department of Education and Children's Services and shall have the same meaning as Director General in the *Education Act 1972*.

Degree means-

- (1) a *degree* conferred by the University of Adelaide, the Flinders University of South Australia, or any other University recognised by either of those Universities as granting *degrees* of equal standard to those granted by the first-mentioned Universities;
- (2) an Advanced Diploma in Teaching awarded by any South Australian College of Advanced Education;
- (3) a Diploma in Technology of the South Australian Institute of Technology which is recognised by the *employer* as being of at least equal standard to the degree of Bachelor of Technology.

Department means the *Department* of Education and Children's Services, and where relevant its predecessors or successors in the State of South Australia.

Director means the teacher in charge of a kindergarten.

Duty days means:

- (1) the days on which government primary schools are open or closed pursuant to Regulation 173 under *the Education Act 1972*, as amended, or by other formal direction;
- (2) the Thursday and Friday immediately before the commencement of each school year;
- (3) public holidays occurring other than in school vacation periods;
- (4) days on which an officer or a relieving teacher is granted leave with pay including long service leave, sick leave or other special leave, but excluding week end days or vacation periods.

Employee means a *pre-school teacher or a Director Kindergarten Services* employed by the *employer* as a *full-time* or *part-time employee*.

Employer means the Commissioner for Public Employment.

Extended services means:

- (1) a kindergarten which provides one or more significant and specialised services in addition to the service provided by a **Pre-school teacher**.

These specialised services are:

full day care;
a mobile or "satellite" kindergarten;
a mobile resource unit.

or

- (2) a kindergarten which has a pre-school attendance in excess of 86 eligible children.

full-time employee means an *employee* whose hours of work are 36 hours and 15 minutes per week to be worked on Monday to Friday inclusive.

Minister will have the same meaning as is given to the word in the *Children's Services Act 1985*.

Part-time employee means an *employee* who works less than 36 hours and 15 minutes per week to be worked on Monday to Friday inclusive.

Pre-school teacher means a person engaged as a teacher in a kindergarten.

Pre-school kindergarten means a kindergarten which provides a sessional pre-school program for four to five year olds and any number of the following services:

- (1) emergency or occasional care for children aged from several months to five years;
- (2) after-school care;
- (3) school vacation programs;
- (4) playgroup leadership for children under five years of age and their parents;
- (5) child development seminars for parents;
- (6) teaching practice supervision for student teachers and other practice facility for student nurses, trainee psychologists, speech pathologists and the like, (provided that nothing contained in this clause is to be construed as to prohibit the *AEU* from pursuing an award entitlement for practical teaching supervision of student teachers);
- (7) supervision of a parent-child resource centre;

(8) Liaison with migrant, Aboriginal and other minority groups etc.;

provided that the above services listed in points (1) to (8) are intended as a description of what may be offered by such a kindergarten rather than a prescription of what must be offered by a kindergarten.

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*.

Spouse includes a de facto spouse but, except in relation to parental leave does not include a spouse from whom the employee is legally separated.

Teaching experience means where an **employee** is appointed under the *Children's Services Act 1985*, experience gained teaching in a kindergarten, preschool or in a school from years Reception to Year 7 in South Australia as a fully or provisionally registered teacher or as holding an authority to teach in a kindergarten, preschool or in a school in years Reception to Year 7. It is also to include teaching in a kindergarten, preschool or in a school from years Reception to Year 7 outside of South Australia or work performed in other capacities which may fairly be equated with teaching as above described and which require an educational qualification.

Such experience will include relevant experience gained as:-

- (1) a **Director**
- (2) a teacher who is seconded to an administrative position within Children's Services
- (3) a temporary relieving teacher and a temporary teacher (contract)
- (4) Any other experience which, at the discretion of the **Director**, Children's Services, is considered as **teaching experience**.

Working day means a day between Monday to Friday inclusive but exclusive of term leave.

PART 2 - AWARD FLEXIBILITY

OPDATE 26:11:2002 1st pp on or after

Clause 2.1 Enterprise Flexibility Provision

OPDATE 26:11:2002 1st pp on or after

2.1.1 In this clause a "relevant Association" means an organisation of *employees* that:

2.1.1.1 has an interest in this Award; and

2.1.1.2 has one or more members employed by the *employer* to perform work in the relevant workplace

[Note: The failure by an *employer* to give each *relevant association* an opportunity to be involved in the consultative process leading to the making of an agreement may result in the Commission adjourning or refusing the application to vary the Award.]

2.1.2 At each workplace, consultative mechanisms and procedures will be established comprising representatives of the *employer* and *employees*. Each *relevant association* will be entitled to be represented.

2.1.3 The particular consultative mechanisms and procedures will be appropriate to the size, structure and needs of the workplace.

2.1.4 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the workplace according to its particular needs.

2.1.5 Where an agreement is reached at a workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this award, as it applies at the workplace, to be varied, an application to vary will be made to the Commission. The agreement will be made available in writing, to all *employees* at the workplace and to the associations having an interest in the Award.

2.1.6 When this Award is varied to give effect to an agreement made pursuant to this clause the variation will become a schedule to this Award and the variation will take precedence over any provision of this Award to the extent of any expressly identified inconsistency.

2.1.7 The agreement must meet the following requirements:

2.1.7.1 that the purpose of the agreement is to make the workplace operate more efficiently according to its particular needs;

2.1.7.2 that the majority of *employees* covered by the agreement genuinely agree to it;

2.1.7.3 that the award variation necessitated by the agreement is consistent with the requirements of Section 79 of the *Industrial and Employee Relations Act 1994* (the Act).

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTIONOPDATE 26:11:2002 1st pp on or after**Clause 3.1 Grievance and Dispute Settling Procedures**OPDATE 26:11:2002 1st pp on or after

Any grievance, industrial dispute or matter likely to create a dispute should be dealt with in the following manner:

- 3.1.1 The respective parties are obliged to make every effort to ensure that these procedures operate effectively.
- 3.1.2 Unions and the Department should inform each other, in writing, of the names of their duly accredited representative responsible, in the first instance, for matters arising on the job. The union's appointed job representative(s) will be entitled to represent union members employed by the Department. The Department's representative(s) will be responsible for dealing with matters raised by the union's job representative(s).
- 3.1.3 If the *employee* is not a member of a union or is a member of a union and does not wish the union to represent them they are entitled to have a representative of their choice act on their behalf, providing the nominated representative agrees to provide representation.
- 3.1.4 The accredited representative(s) will make themselves available for consultation as required under these procedures.
- 3.1.5 The union's representative(s) or *employee* representative should discuss any matter affecting an *employee* with the supervisor in charge of the section or sections in which the grievance, dispute or likely dispute exists.
- 3.1.6 If the matter is not resolved at this level the union's representative(s) or *employee* representative should ask that it be referred to the Department's representative nominated above, who will then arrange a conference to discuss the matter.
- 3.1.7 The consultation process referred to above will be commenced within 24 hours of the grievance, dispute or likely dispute having been registered, or such longer or shorter period as may be agreed to by the parties.
- 3.1.8 If the matter is not resolved at the conference referred to above, the union's representative(s) will advise the appropriate official of the union of the issue and a conference will be arranged. If the aggrieved *employee* is not being represented by a union then they or their representative should arrange the conference. The conference must be attended by the official(s) and the union job representative concerned (provided that the Union so decides), or the *employee* concerned and their representative and by the designated Departmental representatives, which may include a representative of the Office for the Commissioner for Public Employment (if the Department so decides).
- 3.1.9 If the matter cannot be resolved employing the above procedures, the Department and the union or the *employee* and their representative should enter into consultation at a higher level, as the parties consider appropriate. At this level of consultation the Office for the Commissioner for Public Employment must be involved.
- 3.1.10 After consultation has occurred between the parties in accordance with these procedures, either party may request and be entitled to receive a response to its representations within a reasonable time as may be agreed to by the parties.
- 3.1.11 If the matter is not resolved in accordance with these procedures either party may refer the matter to the South Australian Industrial Relations Commission.
- 3.1.12 Without prejudice to either party, and except where a bona fide health and safety issue is involved, work should continue on a status quo basis while matters in dispute are being dealt with in accordance with these procedures. A "status quo basis" will mean the work situation in place at the time the matter was first raised in accordance with these procedures.
- 3.1.13 If there is undue delay on the part of any party to the matter, the party complaining of the delay may take the matter to a higher level in the dispute process.
- 3.1.14 In the event of a party failing to observe these procedures the other party may take such reasonable steps as are considered necessary to resolve the matter.
- 3.1.15 These procedures will not restrict the Department, or its representative(s), or a duly authorised official of the union or the *employee* and/or their representative from making representations to each other.

For the purpose of this clause "*employee* representative" means a person that is not a union representative or union official and who is representing an *employee* in this procedure.

PART 4 - EMPLOYMENT RELATIONSHIP AND RELATED MATTERSOPDATE 26:11:2002 1st pp on or after**Clause 4.1 Anti-Discrimination**OPDATE 26:11:2002 1st pp on or after

4.1.1 It is the intention of the parties to this award to achieve the principal object of section 3(m) of the Act by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, religion, political opinion, national extraction or social origin.

4.1.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.1.3 Nothing in this clause is to be taken to affect:

4.1.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti discrimination legislation;

4.1.3.2 an *employee*, *employer* or registered organisation pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

Clause 4.2 Contract of ServiceOPDATE 26:11:2002 1st pp on or after

4.2.1 The Contract of Service will, in the absence of an express contract in writing to the contrary, be deemed to be a Contract of Service under which wages will be paid fortnightly and which may be terminated by either party on giving notice in writing of not less than 28 calendar days (of which not less than 20 must be *working days*) effective on the last *working day* of any term.

4.2.2 If the notice required by this clause is not given or if such notice is not effective on the last *working day* of any term the party failing so to comply will pay or forfeit to the other six weeks wages.

4.2.3 The *employer* may where in its opinion reasonable cause exists, waive strict compliance with the above and accept the notice of termination by the *employee* at any time.

4.2.4 The *employer* may dismiss summarily any *employee* without notice for misconduct, neglect of duty, incompetence or wilful disobedience of lawful and reasonable orders. Where an *employee* is so dismissed that *employee* will be entitled to payment for all work performed up to the time of dismissal only.

Clause 4.3 Transfer ProvisionsOPDATE 26:11:2002 1st pp on or after

4.3.1 The *employer* may transfer staff from one kindergarten to another provided that the *employer* must act reasonably and on balance in the best interest of all persons concerned having regard to the circumstances.

4.3.2 If any *employee* is to be transferred from one kindergarten to another as a result of the *employer's* intention to vary the entitlement of kindergartens as to the number of *employees* or the employment hours of *employees*, the *employer* will, before notifying any *employee*, advise the *AEU* to this effect and provide to the *AEU* details of the positions affected.

4.3.3 Any *employee* transferred from one kindergarten to another and changes residence as a consequence of the transfer, will have household furniture and effects moved at the *employer's* expense under arrangements made or approved by the *employer* and in addition will be paid -

- a packing allowance, the amount of which will be determined by the *employer*;
- the cost of fares for the *employee* and his/her family;
- on the production of proper vouchers, such other expenses as the *employer* may determine, provided that such other expenses are in the opinion of the *employer*, necessarily and reasonably incurred by the *employee* and his/her family in connection with that transfer.

4.3.3.1 This subclause is subject to the following conditions:

4.3.3.1.1 Where the *employee* initiates a transfer, a minimum period of 3 years in his/her current kindergarten must apply and a minimum distance of 50 kilometres to her new employment location must be involved.

4.3.3.1.2 Where the *employer* initiates a transfer, a minimum distance of 50 kilometres must apply.

4.3.3.1.3 No expenses will be paid in respect of transfers within the metropolitan area as generally defined.

4.3.4 The *employer* may authorise the payment to an *employee* of an approved allowance to cover depreciation of and necessary replacements to his/her household furniture and effects.

PART 5 SALARIES AND RELATED MATTERSOPDATE 26:11:2002 1st pp on or after**Clause 5.1 Incremental Progression**OPDATE 26:11:2002 1st pp on or after

5.1.1 Where an **employee** is appointed under the *Children's Services Act, 1985* as amended, to a position to which a salary scale prescribed by the Award relates the **employee** will, subject to the provisions of the Award, be entitled to progress to the next higher incremental step therein upon the completion of each 207 **duty days** served, and:

5.1.1.1 **duty days** accrued as a temporary teacher (contract) will be equivalent to permanent teaching service.

5.1.1.2 **duty days** accrued as a casual teacher will be credited at the rate of two thirds of one day for each full day actually worked.

5.1.1.3 all **teaching experience** will be cumulative regardless of where that experience was gained, the nature of that **teaching experience**, or whether it was accrued in part years.

5.1.2 Provided that:

5.1.2.1 no **employee** is entitled to advance more than one incremental step for **teaching experience** gained in or in relation to each period of twelve calendar months and any excess days of **teaching experience** gained within that period will be disregarded for all purposes.

5.1.2.2 for a **full-time employee** the next higher increment will fall due on the anniversary of the date from which that **employee's** current increment was paid plus a number of calendar days to reflect period(s) of leave without pay, if any, taken by that **employee** during the period of that **employee's** entitlement to the current increment step calculated as follows:

periods of leave without pay		<u>365</u>
expressed in duty days not served	X	207

and provided that where the above formula defers the next incremental date from a date before 29th February in any leap year to a date after 29th February, the figure 366 will be substituted for 365 in the formula. Nothing in this clause will be construed as prohibiting the exercise of discretion by the **Minister** for Education and Children's Services to deem any period or periods of leave without pay to be **duty days**.

Clause 5.2 Transitional ProvisionsOPDATE 26:11:2002 1st pp on or after

5.2.1 In determining the date of the next increment, an **employee** who was in the employment of the Minister for Education and Children's Services immediately prior to the date of operation of this award will be deemed to have commenced duty in 1989 on 26 January 1989.

5.2.2 An **employee** holding a position in the employment of the Minister for Education and Children's Services immediately prior to the date of operation of this award will be given credit for the same number of incremental steps on which the rate of the **employee's** salary, immediately before this award came into force, was based.

5.2.3 If the rate to which an **employee** is so entitled under the provisions of this clause is not the highest rate in the scale, the next increment will become payable as determined by Clauses 5.1 and 5.2.1 of this Award.

5.2.4 An **employee** holding a position in the employment of the **Minister** for Education and Children's Services immediately prior to the date of operation of this award, with academic qualifications and or previous **teaching experience** which have not already been taken into account in his or her current salary level will be entitled to have his or her increment step and date reassessed in the manner set out in Clause S.1.2.1 of Schedule 1 of this Award as appropriate. The onus will be upon the **employee** of establishing that **teaching experience** has been accrued and qualifications have been gained which have hitherto not been recognised.

5.2.5 An **employee** will not be entitled to an increment of salary if the **Executive Director**, Human Resources, after giving notice to and hearing the teacher, certifies that the conduct, diligence and general efficiency of the **employee** during the period preceding the day when the increment would take effect have not been satisfactory.

Clause 5.3 Salaries of Officers Re-Engaged after Resignation

OPDATE 26:11:2002 1st pp on or after

5.3.1. If under the *Children's Services Act, 1985*, as amended, an **employee** is re-engaged after retirement or resignation that **employee** will be entitled to the salary fixed by this award for the position to which he or she is appointed subject to the following conditions:

5.3.1.1 the **employee** will, on reappointment be given credit for academic and professional qualifications whether gained before or after retirement or resignation so far as they are relevant to the amount of his or her salary under this award.

5.3.1.2 the **employee** will on reappointment be placed on the same incremental step as the one to which that officer was entitled immediately prior to leaving the teaching service provided that:

5.3.1.2.1 there will be a deduction by one incremental step if such an officer has not gained significant **teaching experience** for a period of five calendar years or more immediately prior to re-appointment providing that the reduction of one incremental step does not reduce the commencing salary to less than the minimum salary provided in accordance with Clause S.1.3.1.1, of Schedule 1 of this award. Any dispute arising as to whether the above provisions should be applied in a particular case will be dealt with by the Grievance and Dispute Settling Procedures detailed in Clause 3.1 of this Award.

5.3.1.2.2 additional credit will be given for all other relevant **teaching experience** gained other than as an officer appointed under the *Children's Services Act, 1985*, as amended, after termination of such employment but prior to re-engagement in a manner set out in Clause S.1.3 of Schedule 1 of this award.

Clause 5.4 Salaries

OPDATE 26:11:2002 1st pp on or after

See Schedule 1.

Clause 5.5 Temporary and Casual Staff

OPDATE 26:11:2002 1st pp on or after

5.5.1 Temporary Staff

5.5.1.1 A person who is employed for a continuous specified period of more than 19 **working days** but not more than four terms will be paid a daily rate for days actually worked in accordance with the formula detailed below for the number of **working days** in the specified period.

Annual salary plus recreation leave loading
207

5.5.1.2 A temporary teacher or **Director**, who is paid according to the provisions of this part will subject to Clause S.1.2, of Schedule 1 of this award, be entitled to progress to the next highest incremental step upon the completion of 207 **duty days** as a temporary teacher or **Director**.

5.5.1.3 A temporary teacher or **Director** will be entitled to leave of absence with pay on the grounds of personal illness. The amount of entitlement will be calculated according to the following formula:

Number of **working days** of appointment X E
working days in kindergarten year

which will give the number of sessions entitlement where E is the sick leave entitlement of an **employee** as calculated in accordance with the conditions and formula of Clause 7.3.

5.5.2. Temporary staff are entitled to the provisions of Clauses 5.8, 7.5, 7.6, 7.7, and 7.8.

For the purpose of this part -

- **Working days** in the specified period means:
 - the days upon which teaching staff are normally expected to be on duty;

- public holidays which occur other than in kindergarten vacation periods;
- “Annual salary” means the salary to which the temporary teacher or *Director* would be entitled appropriate to the qualifications held and length of previous service;
- “Recreation leave” loading means an amount equal to that prescribed in Clause 5.7.

5.5.3 Casual reliever being a person employed for a single continuous period not exceeding 19 *working days*.

Any person employed under this category will be paid the salary as a teacher (or *Director*) appropriate to their qualifications and length of service plus 25 per cent of that salary.

The calculation will be based on:

$$\frac{\text{base rate} + \text{loading} + 25 \text{ per cent to give a daily rate}}{260}$$

The loading will only apply where the casual reliever is required to carry out the duties of a *Director* for a period of one week or more.

Clause 5.6 Higher Duties Allowance

OPDATE 26:11:2002 1st pp on or after

An *employee* acting in a higher position for a consecutive period of five *working days* or more will, as from the date of commencement of acting in the higher position and while the *employee* continues to occupy that position, be entitled to receive the salary and increments to which the *employee* would become entitled had the *employee* been permanently engaged in that higher position.

Clause 5.7 Term Leave Loading

OPDATE 26:11:2002 1st pp on or after

5.7.1 An allowance will be paid to an *employee* by way of term leave loading payable to an *employee* on the day immediately subsequent to the last *working day* of the year.

5.7.2 The amount of the term leave loading will be calculated in accordance with the recreation leave loading provisions as provided for in the *Education Act, 1972*, as amended, and administered by the Department of Education and Children’s Services.

5.7.3 An *employee* who terminates his/her employment or has his/her employment terminated by the *employer* or an *employee* who in the initial year of appointment commences work after the commencement of the school year, will be granted pro rata term leave loading in accordance with the following formula -

No. of completed weeks worked after		17 1/2%	
<u>commencement of school year</u>	X		of 4 weeks
No. of working weeks in a calendar year			wages (up to the prescribed maximum)

5.7.4 The school year will be deemed to have commenced on the first day of the first term of the year.

Clause 5.8 Travelling Expenses

OPDATE 26:11:2002 1st pp on or after

An *employee* will be entitled to be reimbursed for travelling expenses in accordance with Regulation 29 made pursuant to the *Education Act, 1972*, as amended.

Clause 5.9 Advanced Skills Teacher

OPDATE 22:12:2009 on and from

5.9.1 Definitions:

5.9.1.1 *'the procedure'* means *the procedure(s)* in respect of an application, assessment and reassessment of an eligible employee as agreed from time to time between the **Chief Executive** and the **AEU** and as published from time to time by the **Department**;

5.9.1.2 *'the criteria'* means *the criteria* agreed from time to time between the **Chief Executive** and the **AEU** and as published from time to time by the **Department**.

5.9.2 An **employee** who lodges an application with the **Chief Executive** in accordance with *the procedure*, is, subject to this clause, eligible to be assessed to be paid at the level of Advanced Skills Teacher 1. Such an **employee** is referred to in this clause as an "eligible employee".

5.9.3 An *eligible employee* will be assessed in accordance with *the procedure* and *the criteria*.

5.9.4 An *eligible employee* who is assessed as satisfying *the criteria* will, for a period of 5 years commencing on and from the first duty day in the year following the year in which the *eligible employee* is assessed, be entitled to be paid at the level of Advanced Skills Teacher 1.

5.9.5 At least 10 months prior to the expiration of any 5 year period during which an **employee** is entitled to be paid at the level of Advanced Skills Teacher 1, the **employee** may make application to be reassessed in accordance with *the procedure* and, if assessed as satisfying *the criteria*, the employee will be entitled to be paid at the level of Advanced Skills Teacher 1 for a further 5 years commencing on and from the day following the expiration of the previous 5 year period.

5.9.6 An **employee** who upon assessment or reassessment does not meet *the criteria*, will not be entitled to be further assessed pursuant to this clause earlier than during the second calendar year after the year in which the **employee** was last assessed or reassessed.

Clause 5.10 Locality Allowances

OPDATE 12:12:2016 1st pp on or after

5.10.1 Definitions:

'Spouse' means a person with whom **pre-school teacher** is cohabiting either in marriage, or a permanent de facto or bona fide domestic relationship.

'Teacher' means a person who is registered or provisionally registered as a teacher and who is employed pursuant to the *Education Act 1972* to teach, or supervise teaching, in any course of pre-school education, primary education or secondary education.

5.10.2 The locality allowances as set out in Schedule 3 of this Award will be paid to **pre-school teachers** appointed to the pre-schools specified, in addition to their salaries, by way of compensation for the following factors:

- 5.10.2.1 adverse environment;
- 5.10.2.2 the cost of travelling from distant pre-schools to Adelaide for the vacation period;
- 5.10.2.3 abnormal depreciation of motor vehicles;
- 5.10.2.4 increased cost of living and some aspects of isolation.

5.10.3 The allowances prescribed by this clause and as set out in Schedule 3, will be payable to full-time **pre-school teachers** and to part-time **pre-school teachers** who teach not less than 4/10ths time and who reside at or near the pre-school by virtue of his or her appointment.

5.10.4 Where **pre-school teacher's** spouse is also employed as a **teacher** or **pre-school teacher**, one allowance only, calculated at the rate applying to **pre-school teacher** cohabitating with a dependent spouse will be divisible equally between each spouse.

5.10.5 In the case of **pre-school teacher** whose *spouse* is not employed as a **teacher** or **pre-school teacher** and is not substantially dependent upon such **pre-school teacher**, the **pre-school teacher** will, notwithstanding any other provisions of this clause, only be entitled to receive an allowance equivalent to the rate prescribed for a **pre-school teacher** without a *spouse*.

5.10.6 A *pre-school teacher* living separately and apart from his or her *spouse* will, for the purposes of this clause, be deemed to be a *pre-school teacher* without a *spouse*.

5.10.7 Where a *pre-school teacher* is required to live in an area attracting locality allowances which are higher than those applicable in the area in which the pre-school at which he or she holds an appointment is situated, then he or she will be paid the allowances applicable in the area in which his or her place of residence is situated.

5.10.8 Where both the *pre-school teacher* and the *pre-school teacher's spouse* who is also employed as a *pre-school teacher* are appointed to pre-schools located in different locality allowance areas and their place of residence is logically located in an area in which higher locality allowances apply, then subject to sub-clause 5.10.4 above, they will be paid the locality allowances applicable in the area in which their place of residence is situated.

5.10.9 Any disputes as to:

- 5.10.9.1 the interpretation applied to this clause by the *AEU*, the *Minister*, the *Chief Executive* or Commissioner for Public Employment;
- 5.10.9.2 any question of fact to be determined in respect of the application of this clause; and
- 5.10.9.3 any other issue arising as between the *AEU* and the *Minister*, *Chief Executive* or Commissioner for Public Employment which is not a question of law or a claim for monies alleged to be due,

shall be dealt with in accordance with the provisions of Clause 3.1 – Grievance and Dispute Settling Procedures and may be referred to the Commission.

PART 6 HOURS OF WORK, BREAKS AND OVERTIME

OPDATE 26:11:2002 1st pp on or after

Clause 6.1 Ordinary Hours of Work

OPDATE 26:11:2002 1st pp on or after

The ordinary hours of work will be as follows:

For a Full Day *Employee* -36 hours and 15 minutes per week to be worked on Monday to Friday inclusive.

For *Part-time employees* - Less than 36 hours and 15 minutes per week to be worked on Monday to Friday inclusive.

Clause 6.2 Meal Break

OPDATE 26:11:2002 1st pp on or after

An *employee* will not work more than five hours in any one *working day* without being allowed a meal break of not less than 20 minutes to be taken not more than five hours after commencement of work on that *working day*. This meal break will be counted as time worked.

PART 7 LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

OPDATE 26:11:2002 1st pp on or after

Clause 7.1 Public Holidays

OPDATE 26:11:2002 1st pp on or after

7.1 An **employee** will be entitled to the following public holidays:- New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Adelaide Cup Day, Queen's Birthday, Labour Day, Christmas Day, Proclamation Day, or in lieu of any such holiday, any holiday claimed in lieu thereof together with any other day duly proclaimed as a special day and observed as a public holiday within the State of South Australia.

Clause 7.2 Term Leave

OPDATE 26:11:2002 1st pp on or after

7.2.1 An **employee** will be entitled to term leave on full pay for the vacation periods occurring between terms. For the purpose of this subclause the terms will be taken to be coextensive with those from time to time prescribed for government primary schools conducted pursuant to the *Education Act, 1972*, as amended.

7.2.2 Where reasonable cause exists, the **employer** may direct an **employee** to take part of the said term leave at a time convenient to the **employer** provided always, that the total amount of term leave granted is not less than that period referred to in subclause 7.2.1.

7.2.3 If an **employee** terminates his/her employment or his/her employment is terminated by the **employer** at any time, such **employee** will be granted pro rata leave payments for that period calculated in accordance with the following formula:

$$\begin{array}{rcl}
 \text{No. of completed} & & \\
 \text{weeks worked} & & \\
 \text{after} & & \\
 \text{commencement of} & & \\
 \text{school year} & \times & \text{52 less number} \\
 & & \text{of working} \\
 & & \text{weeks in a} \\
 & & \text{school year} \\
 \text{No. of working} & & \text{=} \\
 \text{weeks in a calendar} & & \text{leave taken from} \\
 \text{year} & & \text{commencement of} \\
 & & \text{school year to} \\
 & & \text{date of termination} \\
 & & \text{1}
 \end{array}$$

7.2.4 The formula provided in subclause 7.2.3 also applies in the assessment of any term leave entitlement to be made to an **employee** in the initial year of appointment who has commenced duty after commencement of the school year.

7.2.5 The school year will commence on the first day of the first term for the year.

Clause 7.3 Personal Leave – Injury and Sickness

OPDATE 24:03:2006 on and from

7.3.1 An **employee** will be entitled to leave of absence with pay on the grounds of personal illness for a period not exceeding the personal leave (previously known as sick leave) standing to the credit of that **employee**.

7.3.2 A full-time **employee** will be credited with personal leave on the following basis:

Ten (10) working days on appointment and ten (10) working days on each first day of January succeeding the date of appointment and such sick leave will accrue from year to year without limit.

7.3.3 If the period of absence on the grounds of personal illness exceeds two (2) or more working days at any time a medical certificate must be produced otherwise the period of absence will be without pay.

7.3.4 Where an **employee** is absent on account of personal illness for three (3) or more consecutive working days the **employer** need not insist upon the production of a medical certificate for the first three working days leave, if the **employer** is satisfied that the **employee** has been unable to obtain a certificate for the first three working days but was sick for the whole period of absence.

7.3.5 The **employer** may, if it is thought necessary, require an **employee** to produce satisfactory evidence of illness where the period of absence is three days or less.

7.3.6 An **employee** absent on paid personal leave either on the working day immediately preceding or immediately following a public holiday or on both days will be entitled to payment for that holiday without deduction from the sick leave credit of that **employee**.

7.3.7 An **employee** who becomes ill whilst on Long Service Leave and produces a medical certificate covering the period of illness may convert the period of illness to personal leave providing the **employee** has sufficient personal leave credit available.

7.3.8 An **employee** will as soon as practicable after his/her absence on account of illness commences, inform or cause to be informed his/her supervisor of the reason for his/her absence and probable duration thereof.

7.3.9 Part-time **employees** are entitled to annual personal leave as for full-time **employees** but on a pro rata basis and in proportion to the hours normally worked.

7.3.10 Personal leave will be recorded in hours.

7.3.11 **Casual employees** are not entitled to sick leave.

Clause 7.4 Parental Leave

OPDATE 24:03:2006 on and from

7.4.1 Definitions

In this clause, unless the contrary intention appears:

7.4.1.1 **Adoption** includes the placement of a **child** with a person in anticipation of, or for the purposes of, adoption.

7.4.1.2 **Adoption leave** means adoption leave provided under 7.4.3.4.

7.4.1.3 **Child** means a child of the employee or the employee's spouse under the age of one year; or means a **child** under the age of school age who is placed with an employee for the purposes of **adoption**, other than a **child** or **step-child** of the employee, or of the spouse of the employee, who has previously lived with the employee for a continuous period of at least six months.

7.4.1.4 **Eligible casual employee** means a casual employee employed by an employer during a period of at least 12 months, either:

(a) on a regular and systematic basis for several periods of employment; or

(b) on a regular and systematic basis for an ongoing period of employment,

and who has, but for the pregnancy or the decision to **adopt**, a reasonable expectation of ongoing employment.

7.4.1.5 **Extended adoption leave** means **adoption leave** provided under 7.4.3.4(b).

7.4.1.6 **Extended paternity leave** means **paternity leave** provided under 7.4.3.3(b).

7.4.1.7 **Government authority** means a person or agency prescribed as a government authority for the purposes of this definition.

7.4.1.8 **Maternity leave** means maternity leave provided under 7.4.3.2.

7.4.1.9 **Medical certificate** means a certificate as prescribed in 7.4.5.1.

7.4.1.10 **Parental leave** means **adoption leave**, **maternity leave**, **paternity leave**, **extended adoption leave** or **extended paternity leave** as appropriate, and is unpaid leave.

7.4.1.11 **Paternity leave** means paternity leave provided under 7.4.3.3.

7.4.1.12 **Primary care-giver** means a person who assumes the principal role of providing care and attention to a **child**.

7.4.1.13 **Relative adoption** means the **adoption** of a **child** by a parent, a **spouse** of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

7.4.1.14 **Short adoption leave** means **adoption leave** provided under 7.4.3.4(a).

7.4.1.15 **Special adoption leave** means **adoption leave** provided under 7.4.10.

7.4.1.16 **Special maternity leave** means **maternity leave** provided under 7.4.9.1.

7.4.1.17 **Spouse** includes a defacto spouse or a former spouse.

7.4.2 **Employer's responsibility to inform**

On becoming aware that:

- (a) an employee is pregnant; or
- (b) an employee's **spouse** is pregnant; or
- (c) an employee is adopting a **child**,

the **Employer** must inform the employee of:

- (i) the employee's entitlements under this clause; and
- (ii) the employee's responsibility to provide various notices under this clause.

7.4.3 **Eligibility for and entitlement to parental leave**

7.4.3.1 Subject to the qualifications in 7.4.4, the provisions of this clause apply to full-time, part-time and **eligible casual employees** but do not apply to other employees.

7.4.3.1(a) For the purposes of this clause **continuous service** is work for an employer on a regular and systematic basis (including a period of authorised leave or absence).

7.4.3.1(b) The **Employer** must not fail to re-engage a casual employee because:

- (i) the employee or the employee's **spouse** is pregnant; or
- (ii) the employee is or has been immediately absent on **parental leave**.

7.4.3.1(c) The right of the **Employer** in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

7.4.3.2 An employee who becomes pregnant is, on production of the required **medical certificate**, entitled to up to 52 weeks of **maternity leave**.

7.4.3.3 A male employee is, on production of the required **medical certificate**, entitled to one or two periods of **paternity leave**, the total of which must not exceed 52 weeks, as follows:

7.4.3.3(a) An unbroken period of up to one week at the time of the birth of the **child**.

7.4.3.3(b) A further unbroken period of up to 51 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended paternity leave**).

7.4.3.4 An employee is entitled to one or two periods of **adoption leave**, the total of which must not exceed 52 weeks, as follows:

7.4.3.4(a) An unbroken period of up to three weeks at the time of the placement of the **child** (to be known as **short adoption leave**).

7.4.3.4(b) A further unbroken period of up to 49 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended adoption leave**).

7.4.4 Qualifications on entitlements and eligibility

7.4.4.1 The entitlement to *parental leave* is reduced:

7.4.4.1(a) In the case of *maternity leave*, by any period of *extended paternity leave* taken by the employee's spouse and/or by any period of *special maternity leave* taken by the employee.

7.4.4.1(b) In the case of *extended paternity leave*, by any period of *maternity leave* taken by the employee's *spouse*.

7.4.4.1(c) In the case of *extended adoption leave*, by any period of *extended adoption leave* taken by the employee's *spouse*.

7.4.5 Certification required

7.4.5.1 An employee must, when applying for *maternity leave* or *paternity leave*, provide the *Employer* with a *medical certificate* that:

- (a) names the employee or the employee's *spouse*, as appropriate;
- (b) states that the employee or the employee's *spouse* is pregnant; and
- (c) states:
 - (i) the expected date of birth;
 - (ii) the expected date of termination of pregnancy; or
 - (iii) the date on which the birth took place,

whichever is appropriate.

7.4.5.2 At the request of the *Employer*, an employee must, in respect of the conferral of *parental leave*, produce to the *Employer* within a reasonable time a statutory declaration which states:

7.4.5.2(a) *Parental leave*

- (i) The particulars of any period of *parental leave* sought or taken by the employee's *spouse*, and where appropriate;
- (ii) That the employee is seeking the leave to become the *primary care-giver* of a *child*.

7.4.5.2(b) *Adoption leave*

- (i) In the case of *adoption leave*, a statement from a *Government authority* giving details of the date, or presumed date, of *adoption*; and
- (ii) That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

7.4.6 Notice requirements

7.4.6.1 Maternity leave

7.4.6.1(a) An employee must give reasonable notice to the *Employer*, depending on the circumstances, of their intention to take maternity leave.

7.4.6.1(b) The *Employer* may, by not less than 14 days notice in writing to the employee, require her to commence *maternity leave* at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given the *Employer* the required notice.

7.4.6.2 Paternity leave

An employee must give reasonable notice to the *Employer*, depending on the circumstances, of their intention to take paternity leave.

7.4.6.3 Adoption leave

An employee must

7.4.6.3(a) On receiving notice of approval for *adoption* purposes, notify the *Employer* of the approval and, within two months of the approval, further notify the *Employer* of the period(s) of *adoption leave* the employee proposes to take.

7.4.6.3(b) In the case of a *relative adoption*, so notify the *Employer* on deciding to take a *child* into custody pending an application for *adoption*.

7.4.6.3(c) As soon as the employee is aware of the expected date of placement of a *child* for *adoption* purposes, but not later than 14 days before the expected date of placement, give notice in writing to the *Employer* of that date, and of the date of commencement of any period of *short adoption leave* to be taken.

7.4.6.3(d) At least 10 weeks before the proposed date of commencing any *extended adoption leave*, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

7.4.6.4 Unforeseen circumstances

An employee is not in breach of any of these notice requirements if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

- (a) the birth occurring earlier than the expected date; or
- (b) the death of the mother of the *child*; or
- (c) the death of the employee's *spouse*, or
- (d) the requirement that the employee accept earlier or later placement of the *child*,

so long as, where a living *child* is born, the notice is given not later than two weeks after the birth.

7.4.7 **Taking of parental leave**

7.4.7.1 No employee may take *parental leave* concurrently with such leave taken by the employee's *spouse*, apart from *paternity leave* of up to one week at the time of the birth of the child or *adoption leave* of up to 3 weeks at the time of the placement of the *child*.

7.4.7.2 Subject to complying with any relevant provision as to the taking of long service leave, an employee may, instead of or in conjunction with *parental leave*, take any long service leave to which the employee is entitled.

7.4.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on *parental leave*.

7.4.7.4 Subject to 7.4.4 and unless agreed otherwise between the *Employer* and employee, an employee may commence *parental leave* at any time within six weeks immediately prior to the expected date of birth.

7.4.7.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the *child*, the *Employer* may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

7.4.7.6 Where leave is granted under 7.4.7.4, during the period of leave an employee may return to work at any time, as agreed between the *Employer* and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

7.4.7.7 *Maternity leave* and *paternity leave* cannot extend beyond the *child's* first birthday.

7.4.7.8 *Adoption leave* cannot extend beyond the *child's* fifth birthday.

7.4.7.9 *Extended adoption leave* cannot extend beyond the first anniversary of the initial placement of the *child*.

7.4.7.10 Notwithstanding the provisions of this clause, employees eligible for *parental leave* have the right to request *parental leave* as consistent with 7.4.15.

7.4.8 **Variation and cancellation of parental leave**

7.4.8.1 Without extending an entitlement beyond the limit set by 7.4.3, *parental leave* may be varied as follows:

7.4.8.1(a) The leave may be lengthened once by the employee giving the **Employer** at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.

7.4.8.1(b) The leave may be lengthened or shortened by agreement between the **Employer** and the employee.

7.4.8.2 **Parental leave** may be cancelled by agreement between the **Employer** and the employee.

7.4.9 **Special maternity leave and personal leave**

7.4.9.1 If an employee not then on **maternity leave** suffers illness related to her pregnancy she is entitled to take leave under 7.3; or

7.4.9.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, **special maternity leave**.

7.4.9.3 An employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position she held immediately before such transfer.

7.4.9.4 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position, as nearly as possible, comparable in status and pay as that of her former position.

7.4.9.5 If it is not possible to offer a teacher on parental leave a suitable appointment at the cessation of the period for which the leave has been granted, the leave may be extended until the end of the vacation period following the end of the school year during which notice of intention to resume duty was given.

7.4.10 **Special adoption leave**

7.4.10.1 An employee who has received approval to **adopt a child** who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the **child**.

7.4.10.2 An employee who is seeking to **adopt a child** is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the **adoption** procedure.

7.4.10.3 The leave under this clause 7.4.10 is to be known as **special adoption leave** and does not affect any entitlement under 7.4.3.

7.4.10.4 **Special adoption leave** may be taken concurrently by an employee and the employee's **spouse**.

7.4.10.5 Where paid leave is available to the employee, the **Employer** may require the employee to take such leave instead of **special adoption leave**.

7.4.11 **Transfer to a safe job - maternity leave**

7.4.11.1 If, in the opinion of a legally qualified medical practitioner:

- (a) illness or risks arising out of the pregnancy; or
- (b) hazards connected with the work assigned to the employee,

make it inadvisable for the employee to continue her present work, the employee must, if the **Employer** considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

7.4.11.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the **Employer** may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.

7.4.11.3 Leave under this clause 7.4.11 will be treated as **maternity leave**.

7.4.12 Part-time work

An employee who is pregnant or is entitled to *parental leave* may, by agreement with the *Employer* reduce the employee's hours of employment to an agreed extent subject to the following conditions:

7.4.12.1 Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or

7.4.12.2 Where the employee is entitled to *parental leave*, by reducing the employee's entitlement to *parental leave* for the period of such agreement.

7.4.13 Communication during parental leave

7.4.13.1 Where an employee is on *parental leave* and a definite decision has been made to introduce significant change at the workplace, the *Employer* shall take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing *parental leave*; and

(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing *parental leave*.

7.4.13.2 The employee shall take reasonable steps to inform the *Employer* about any significant matter that will affect the employee's decision regarding the duration of *parental leave* to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

7.4.13.3 The employee shall also notify the *Employer* of changes of address or other contact details which might affect the *Employer's* capacity to comply with 7.4.13.1.

7.4.14 Return to work after parental leave

7.4.14.1 An employee must confirm the employee's intention to return to work, by notice in writing, to the *Employer* given at least four weeks before the end of the period of *parental leave*.

7.4.14.2 On returning to work after parental leave an employee is entitled:

(a) to the position which the employee held immediately before commencing *parental leave*; or

(b) in the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.

7.4.14.3 If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position.

7.4.14.4 If it is not possible to offer a teacher on parental leave a suitable appointment at the cessation of the period for which the leave has been granted, the leave may be extended until the end of the vacation period following the end of the school year during which notice of intention to resume duty was given.

7.4.15 Right to request

7.4.15.1 An employee entitled to *parental leave* pursuant to clause 7.4.3, may request the *Employer* to allow the employee:

(a) to extend the period of simultaneous unpaid leave provided for in clause 7.4.3.3(a) and 7.4.3.4(a) up to a maximum of eight weeks;

(b) to extend the period of unpaid *parental leave* provided for in 7.4.3.2 by a further continuous period of leave not exceeding 12 months;

(c) to return to work from a period of *parental leave* on a part-time basis until the *child* reaches school age, to assist the employee in reconciling work and parental responsibilities.

7.4.15.2 The **Employer** shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

7.4.15.3 The employee's request and the employer's decision made under 7.4.15.1(b) and (c) must be recorded in writing.

7.4.15.4 Where an employee wishes to make a request under 7.4.15.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from **parental leave**.

7.4.16 Termination of employment

7.4.16.1 An employee on **parental leave** may terminate their employment at any time during the period of leave by giving the required notice.

7.4.16.2 The **Employer** must not terminate the employment of an employee on the ground of her pregnancy or an employee's absence on **parental leave**. Otherwise the rights of the **Employer** in relation to termination of employment are not affected by this clause.

7.4.17 Replacement employees

7.4.17.1 A **replacement employee** is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on **parental leave**.

7.4.17.2 Before the **Employer** engages a **replacement employee** the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

Clause 7.5 Examination Leave

OPDATE 26:11:2002 1st pp on or after

An **employee** sitting for an examination aimed at providing the **employee** with any teaching qualifications will be permitted time off with pay for the purpose of sitting for the examination including reasonable and necessary travelling time directly associated therewith.

Clause 7.6 Bereavement Leave

OPDATE 24:03:2006 on and from

7.6.1 An **employee** will on the death of a **wife, husband**, father, mother, brother, sister, child, step-father, step-mother, step-child, mother-in-law, father-in-law, household member be entitled on notice to leave up to an including the day of the funeral of such relation. Such leave will be without deduction of pay for a period not exceeding three **working days**.

7.6.2 Proof of such death will be furnished by the **employee** to the satisfaction of the **employer**.

7.6.3 This clause will have no operation while the period of entitlement to leave under it coincides with any other period of leave.

7.6.4 For the purposes of this clause the words **wife** and **husband** will include a person who lives with the **employee** as a de facto wife or husband.

7.6.5 An **employee** may take unpaid bereavement leave by agreement with the **employer**.

Clause 7.7 Special Leave without Pay

OPDATE 26:11:2002 1st pp on or after

The **employer** may grant special leave without pay for any period and upon such conditions as the **employer** may determine.

Clause 7.8 Special Leave With Pay

OPDATE 26:11:2002 1st pp on or after

The **employer** may where reasonable cause exists, grant to an **employee** special leave with pay for any period and upon such conditions as the **employer** may determine.

Clause 7.9 Leave and Continuity of Service

OPDATE 26:11:2002 1st pp on or after

The continuity of service of an *employee* will not be deemed broken by any leave taken by an *employee* pursuant to this award.

Clause 7.10 Personal Leave to Care for a Family Member

OPDATE 24:03:2006 on and from

7.10.1 Definitions

7.10.1.1 *Personal leave (previously known as family carer's leave) to care for a family member* means leave provided in accordance with this clause.

7.10.1.2 *Family* - the following are to be regarded as members of a person's family:

- (a) a *spouse*;
- (b) a child or step child;
- (c) a parent or parent in-law;
- (d) any other member of the person's household;
- (e) a grandparent or grandchild;
- (f) any other person who is dependent on the person's care.

7.10.1.3 *Personal leave* means leave provided for in accordance with clause 7.3.

7.10.2 Paid personal leave to care for a family member

7.10.2.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's *family* who need the employee's care and support:

- (a) due to personal injury; or
- (b) for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days or 75 hours in any completed year of *continuous service* (pro rata for part-time employees) to provide care and support for such persons when they are ill.

7.10.2.2 By agreement between the *Employer* and an individual employee, the employee may access an additional amount of their accrued *personal leave* for the purposes set out in this clause. In such circumstances, the *Employer* and the employee shall agree upon the additional amount that may be accessed.

7.10.2.3 The entitlement to use *personal leave to care for a family member* is subject to the employee being responsible for the care of the person concerned.

7.10.2.4 The employee must, if required by the *Employer*, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

7.10.2.5 In normal circumstances an employee must not take *personal leave to care for a family member* where another person has taken leave to care for the same person.

7.10.2.6 The employee must, where practicable, give the *Employer* notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the *Employer* by telephone of such absence at the first opportunity on the day of the absence.

7.10.2.7 The amount of *personal leave to care for a family member* taken is to be deducted from the amount of the employees *personal leave* credit.

7.10.3 Unpaid personal leave to care for a family member

7.10.3.1 Where an employee has exhausted all paid *personal leave* entitlements, an employee may elect, with the consent of the *Employer*, to take unpaid leave for the purpose of providing care to a *family* member who is ill or who requires care due to an unexpected emergency.

7.10.3.2 The **Employer** and the employee shall agree upon the period of unpaid *personal leave to care for a family member* which may be taken.

7.10.3.3 In absence of the agreement between the **Employer** and the employee, the employee is entitled to take up to two days (of a maximum of 15 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

7.10.4 Casual employees caring responsibilities

7.10.4.1 Casual employees are not entitled to *personal leave to care for a family member* or bereavement leave but subject to the notice and evidentiary requirements in 7.6 and 7.10, casuals are entitled to not be available to attend work, or to leave work:

- (a) to care for a member of their *family* who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- (b) upon the death of a *family* member.

7.10.4.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 7.10.4.1 is:

- (a) the period agreed upon between the **Employer** and the employee; or
- (b) up to 48 hours (or 2 days) per occasion.

7.10.4.3 The casual employee is not entitled to any payment for the period of non-attendance under this clause.

7.10.4.4 The **Employer** must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of the **Employer** to engage or not to engage a casual employee are otherwise not affected.

7.10.4.5 This clause does not intend to alter the nature of casual employment and is without prejudice to any parties' arguments about the nature of casual employment.

PRE-SCHOOL (KINDERGARTEN) TEACHING STAFF AWARD

SCHEDULE 1 - TEACHERS

OPDATE 01:07:2018 1st pp on or after

Note:- The salaries in this Schedule operate from the first pay period commencing on or after 1 July 2018.

S1.1 The lowest wage to be paid by the *employer* to a *full-time employee* for work performed in ordinary time will be as follows:

<i>Teachers Increment</i>	<i>Annual</i> \$
Special Authority	50,958
1	52,930
2	54,872
3	56,813
4	58,615
5	60,422
6	62,362
7	64,305
8	66,179

The wage relativities in this award have been established via the structural efficiency and minimum rates adjustment processes in accordance with the September 1989 State Wage Case decision (Print I.69/1989).

S1.2 All teachers will be paid in accordance with the appropriate salary range with minimum and maximum salaries appropriate to the incremental step specified in the schedule below for the qualifications held.

S1.2.1 The commencing salary for a teacher on appointment will be the minimum salary prescribed for the qualifications in respect of which he or she has either been awarded or has completed the relevant requirements, plus credit for previous *teaching experience* on the basis set out in subclause S.1.3 below provided that, where a person has not gained significant *teaching experience* for a period of five calendar years or more immediately prior to appointment then the commencing salary will be reduced by one increment step.

S1.3 On appointment on or after the date of operation of this Award an *employee* will be entitled to an incremental progression credit calculated at the rate of 207 *duty days of teaching experience* as a *full-time employee* per increment in a manner set out in clauses 5.1.1 and 5.1.2 of this Award. Any balance of *teaching experience* not reflected in the commencing salary will be brought forward as credit towards the next incremental step provided that in the case of a *full-time employee* the next higher increment will fall due on the first anniversary of the date of commencement of duty less a number of calendar days to reflect the period(s) of prior experience to be recognised, if any, calculated as follows:

$$\text{periods of prior experience to be recognised, expressed in full-time teacher } \mathbf{duty\ days\ equivalent} \quad \times \quad \frac{365}{207}$$

Provided that where the above formula brings forward the next incremental date from a date after 29th February in any leap year to a date prior to 29th February in the figure 366 will be substituted for 365 days in the formula.

	Minimum or Commencing Incremental Step	Maximum Incremental Step
Qualifications		
S1.3.1 Where she or he does not possess any relevant classification units (x) and he/she holds		
S1.3.1.1 An "authority to teach" or		
S1.3.1.2 Registration that is "Restricted to Pre-School Teaching" as determined by the Teachers Registration Board, he/she will remain on the first incremental step.		
S1.3.2 Where she or he holds at least one relevant classification unit (x), and holds Registration that is "Restricted to Pre-School Teaching" as determined by the Teachers Registration Board	Special Authority	8
S1.3.3 Where she or he does not hold either a <i>degree</i> or Diploma in Teaching but holds full Registration as determined by the Teachers Registration Board	x	8
S1.3.4 Where she or he holds or has completed the requirements for either a Diploma in Teaching or a <i>degree</i> for which the prescribed course is of three years duration	1	8
S1.3.5 Where she or he holds or has completed the requirements for both a <i>degree</i> for which the prescribed course is of three years duration and a Diploma in Teaching or holds or has completed the requirements for an Advanced Diploma in Teaching (award either by the Education Department or by a C.A.E.) or holds or has completed the requirements for the <i>degree</i> of Bachelor of Education conferred by a College of Advanced Education for which the prescribed course is of four years duration; or holds or has completed the requirements for the Graduate Diploma in Teaching or Graduate Diploma in Education awarded by a College of Advanced Education in addition to either a Diploma in Teaching or a <i>degree</i> for which the prescribed course is of three years duration	1	8
S1.3.6 Where she or he has completed Parts I, II, and III of the <i>degree</i> of Bachelor of Education, Flinders University	1	8
S1.3.7 Where she or he has completed Parts I, II, III and IV of the honours <i>degree</i> of Bachelor of Education, Flinders University	1	8
S1.3.8 A teacher, other than an <i>employee</i> who has had the qualifications conferred prior to appointment, who at the time of appointment had completed the requirements for and was eligible to be awarded either a <i>degree</i> or diploma and who provides to the Executive <i>Director</i> , Human Resources the academic record referred to in paragraph S.1.7 of this schedule will be deemed to have completed the requirements for such a <i>degree</i> or diploma as from the date of appointment.		
S1.3.9 X is as assessed by the Executive <i>Director</i> , Human Resources having regard to qualifications held and experience of the teacher.		

S1.4 Where a teacher holds or has completed the requirements for a *degree* (other than either an Advanced Diploma in Teaching awarded either by the Education Department or by a College of Advanced Education or the honours *degree* of Bachelor of Education, Flinders University), for which the prescribed course is of four years duration or an honours *degree* or higher *degree* - the *employee* will be paid a minimum (or commencing) salary appropriate to one incremental step higher than that prescribed in S.1.3.4 and S.1.3.5 above.

S1.5 A teacher who is not a diplomat and who after appointment completes the requirements for a Diploma in Teaching will be subject to the provisions of subclause S.1.2 above, be given credit for one additional increment from 1 January in the year following that in which the requirements are completed.

S1.5.1 Where the requirements are completed in a term or semester which concludes at a time other than between 1st September and 31st December then the additional increment will be payable from the first day of the month following the conclusion of that term or semester.

S1.5.2 For the purposes of this subclause a teacher who holds a *degree* but does not hold a Diploma in Teaching and who completes the requirements for a Bachelor of Education at a College of Advanced Education will be deemed to have completed the requirements for a Diploma in Teaching.

S1.6 A teacher who is not a graduate and who subsequently completes the requirements for a *degree* or the honours *degree* of the Bachelor of Education, Flinders University, after his/her appointment will for the purposes of determining his/her salary subject to the provisions of subclause S.1.2 above, be given credit for one additional increment as from 1 January, in the year following the year in which the requirements are completed.

S1.6.1 Provided that where the requirements are completed in a term or semester which concludes at a time other than between 1st September and 31st December the additional increment will be payable from the first day of the month following the conclusion of that term or semester.

S1.7 The requirements for a diploma, *degree* or honours *degree* will be deemed to be completed for the purposes of this clause if the *employee* obtains from either the College of Advanced Education or the University concerned a statement of academic record indicating that -

S1.7.1 the requirements for a diploma, *degree* or honours *degree* have been completed; and

S1.7.2 the concluding date of the term or semester in which the requirements were completed; and

S1.7.3 the *employee* is eligible for the award and the date on which the award will be made.

S1.8 A *part-time employee* will be paid a rate of pay calculated in accordance with the following formula;

Full-time Equivalent Salary, Fraction of Prescribed in S1.1 above	X	Fraction of Full-time Worked
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S1.9 Advanced Skills Teachers

	<i>Annual</i> \$
Advanced Skills Teacher 1	67,918
Advanced Skills Teacher 2	70,997
Advanced Skills Teacher 3	74,075

S1.10 Safety Net Adjustments

The rates of pay in this Award include the safety net adjustment payable under the *2018 State Wage Case and Minimum Standard for Remuneration*. This safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2018 State Wage Case and Minimum Standard for Remuneration* excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

S1.11 Economic Incapacity Applications

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2018 State Wage Case and Minimum Standard for Remuneration* on the grounds of serious economic adversity. The merit of such application will be determined in the light of the particular circumstances of each case and the impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2017*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of SAET.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by SAET at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by SAET in the circumstances of each case.

PRE-SCHOOL (KINDERGARTEN) TEACHING STAFF AWARD

SCHEDULE 2 – DIRECTORS STANDARD KINDERGARTEN/ DIRECTORS EXTENDED SERVICES KINDERGARTEN

OPDATE 01:07:2018 1st pp on or after

S2.1 Incremental Steps

Classification on and from 1st July 1997	Classification Immediately prior 1st July 1997	Annual \$
PSD1	Director - Standard Kindergarten	71,699
PSD2	Director - Standard Kindergarten	74,629
PSD3	Director - Standard Kindergarten Director - Extended Services Kindergarten	78,547

S2.2 On appointment on or after the date of operation of this Award an *employee* will be entitled to an incremental progression credit calculated at the rate of 207 *duty days of teaching experience* as a *full-time employee* per increment in a manner set out in subclause 5.1.1 and subclause 5.1.2 of this Award.

PRE-SCHOOL (KINDERGARTEN) TEACHING STAFF AWARD

SCHEDULE 3 - LOCALITY ALLOWANCES

OPDATE 01:07:2018 1st pp on or after (S3.1 & S3.2)

OPDATE 01:07:2018 on and from (S3.3 & S3.4)

Pre-school teachers located at the following pre-schools shall be paid the following allowances:-

S3.1 Compensation for adverse environment

	\$ per annum
<i>Group 1</i>	4,488
Murpitja	
Pipalyatjara	
Oak Valley	
Watarru	
 <i>Group 2</i>	 3,499
Amata	
Ernabella	
Fregon	
Indulkana	
Kenmore Park	
Mimili	
Mintabie	
Oodnadatta	
 <i>Group 3</i>	 2,779
Andamooka	
Coorabie	
Marree	
Roxby Downs	
Yalata	
 <i>Group 4</i>	 2,071
Coober Pedy	
 <i>Group 5</i>	 1,382
Koonibba	
Penong	
 <i>Group 6</i>	 688
Leigh Creek	
Woomera	
 <i>Group 7</i>	 555
Hawker	
Karkoo	
Karcultaby	
Miltaburra	
Port Kenny	
Wharminda Siding	
Yunta	

S3.2 Vacation Periods - Allowance for Cost of Commuting from Distant pre-schools.

S3.2.1 **Pre-school teachers** who are appointed to a pre-school which is more than 320 kilometres by the nearest practical road route from the GPO Adelaide are entitled to an allowance for the cost of commuting in their own vehicle to Adelaide and return for the vacation period.

The allowance shall be computed at 30 cents per kilometre each way for the distance by the nearest practical road route and from the pre-school in question to the GPO Adelaide less 320 kilometres.

Provided, however, that in the case of **pre-school teachers** appointed to pre-schools listed within Groups 1 to 4 as above, excluding Yalata, a loading of 40 per centum of the motor vehicle reimbursement rate referred to above shall be applied.

The foregoing allowances for vacation periods shall be payable upon the following basis:-

- In respect of pre-schools in groups 1 to 6 inclusive referred to above 4 trips per annum.
- In respect of all pre-schools other than those detailed in paragraph S3.2.1 of this Schedule which are not less than 320 kilometres by the nearest practical road route from the GPO at Adelaide - 2 trips per annum.

S3.2.2 In respect of pre-schools situated on Kangaroo Island - recoupment of a sum equivalent to 75 percent of the actual cost incurred for up to four return trips per annum either by air or by commercial ferry for a **pre-school teacher** and dependent spouse and dependent children, plus the cost of sending a motor vehicle (without any attachments) on no more than two return trips per annum.

S3.3 Motor Vehicle - Allowance in Respect of Abnormal Depreciation

S3.3.1 In respect of pre-schools other than Yalata, listed in groups 1, 2, 3 and 4 of clause S3.1 of this Schedule - \$4,133 per annum.

S3.3.2 In respect of pre-schools listed in Groups 5 and 6 of clause S3.1, together with Yalata - \$1,731 per annum.

S3.4 Allowance by way of Compensation for Increased Cost of Living arising from Country Service and some Aspects of Isolation.

In respect of pre-schools listed in the four groups specified below namely:-

Group 1	Group 2	Group 3	Group 4
Amata	Cooper Pedy	Ceduna	Brown's Well
Andamooka	Elliston	Cleve	East Murray
Coorabie	Karcultaby	Cowell	Geranium
Ernabella	Koonibba	Cummins	Kangaroo Inn
Fregon	Miltaburra	Hawker	Padthaway
Indulkana	Parndana (KI)	Karkoo	Raukkan
Kenmore Pk	Penneshaw	Kimba	Salt Creek
Marree	Penong	Kingscote (KI)	
Mimili	Port Kenny	Lake Wangary	
Mintabie	Port Neill	Leigh Creek	
Mupritja	Wharminda Siding	Lock	
Oak Valley		Streaky Bay	
Oodnadatta		Tumby Bay	
Pipalyatjara		Ungarra	
Roxby Downs		Woomera	
Watarru		Wudinna	
Yalata		Yunta	

	<i>Pre-school Teacher</i> without a spouse per annum \$	<i>Pre-school Teacher</i> Cohabiting with a dependent spouse per annum \$
Group 1	1,067	2,1524
Group 2	865	1,725
Group 3	636	1,265
Group 4	579	1,125

In addition to the allowances provided above, *pre-school teachers* who have dependent children and who are appointed to pre-schools according to the groups specified in this sub clause shall be paid an allowance or allowances as prescribed below.

A dependent child means any child of whom the *pre-school teacher* is a parent (whether resident with such *Pre-school Teacher* or not) and who is wholly or substantially maintained by such *pre-school teacher* and either is under the age of 16 or is a full-time student under the age of 25 years.

	Group 1 \$ per annum	Group 2 \$ per annum	Group 3 \$ per annum	Group 4 \$ per annum
For the 1st dependent child	636	516	434	343
For the 2nd and each subsequent dependent child	434	343	266	230

APPLICATIONS FILED

File No	Description of Document
06179/2002	AWARD REVIEW S99 New Award issued. Oupdate ppc 26/11/2002.
07177/2002	AWARD VARIATION Award varied in conjunction with s.99 Review of Award 6179/2002. Sch. 1 Teachers, Sch. 2 Directors Standard Kindergarten/Director Extended Services Kindergarten re SWC 2000, 2001 & 2002. Oupdate ppc 26/11/2002.
07421/2002	AWARD VARIATION Award varied by 7177/2002 (joined matter).
00246/2004	AWARD VARIATION Award varied. Sch 1 Teachers, Sch. 2 Directors Standard/Extended Services Kindergarten re SWC 2003.Oupdate ppc 26/112003.
02157/2005	AWARD VARIATION Award varied. Schedules 1 & 2 re SWC 2004. Oupdate ppc 26/11/2004.
04746/2005	AWARD VARIATION Award varied. Schedules 1 & 2 re SWC 2005. Oupdate ppc 26/11/2005.
00960/2006	AWARD VARIATION Award varied. Cl. 1.5 Definitions, Schedule 1 Teachers, Sch. 2 Directors Standard Kindergarten/Directors Extended Services Kindergarten re "Special Authority". Oupdate 15/03/2006.
01735/2006	AWARD VARIATION Award varied. Cl. 1.5 Definitions, Cl. 7.3 Personal Leave - Injury & Sickness, Cl. 7.4 Parental Leave, Cl. 7.6 Bereavement Leave, New Cl. 7.10 Personal Leave to Care for a Family Member. Oupdate 24/03/2006.
05835/2006	AWARD VARIATION Award varied. Sch. 1 Teachers, Sch. 2 Directors Standard Kindergarten/Directors Extended Services Kindergarten re General Appln to Review Wages 2006. Oupdate ppc 26/11/2006.
06865/2007	AWARD VARIATION Award varied. Sch. 1 Teachers, Sch. 2 Directors Standard Kindergarten/Directors Extended Services Kindergarten re SWC 2007. Oupdate ppc 26/11/2007.
06076/2008	AWARD VARIATION Award varied. Sch. 1 Teachers, Sch. 2 Directors Standard Kindergarten/Directors Extended Services Kindergarten re SWC 2008. Oupdate ppc 01/10/2008.
05574/2009	AWARD VARIATION Award varied. Sch. 1 Teachers, Sch. 2 Directors Standard Kindergarten/Directors Extended Services Kindergarten re SWC 2009. Oupdate ppc 01/10/2009.
07334/2009	AWARD VARIATION Award varied. Cl. 1.5 Definitions, new Cl. 5.9 Advanced Skills Teacher, Sch. 1 Teachers. Oupdate 22/12/2009.

File No	Description of Document
04671/2010	AWARD VARIATION Award varied. Sch. 1 Teachers, Sch. 2 Directors Standard Kindergarten/Directors Extended Services Kindergarten re SWC 2010. Oupdate ppc 01/10/2010.
04080/2011	AWARD VARIATION Award Varied. Sch. 1 Teachers, Sch. 2 Directors Standard Kindergarten/Directors Extended Services Kindergarten re SWC 2011. Oupdate ppc 01/10/2011.
00109/2012	AWARD VARIATION Award NOT varied re Casual Loading Case. See [2013] SAIRComm 3
02673/2012	AWARD VARIATION Award Varied. Sch. 1 Teachers, Sch. 2 Directors Standard Kindergarten/Directors Extended Services Kindergarten re SWC 2012. Oupdate ppc 01/07/2012.
03015/2013	AWARD VARIATION Award Varied. Sch. 1 Teachers, Sch. 2 Directors Standard Kindergarten/Directors Extended Services Kindergarten re SWC 2013. Oupdate ppc 01/07/2013.
04221/2014	AWARD VARIATION Award Varied. Sch. 1 Teachers, Sch. 2 Directors Standard Kindergarten/Directors Extended Services Kindergarten re SWC 2014. Oupdate ppc 01/07/2014.
06458/2015	AWARD VARIATION Award Varied. Sch. 1 Teachers, Sch. 2 Directors Standard Kindergarten/Directors Extended Services Kindergarten re SWC 2015. Oupdate ppc 01/07/2015.
03198/2016	AWARD VARIATION Award Varied. Sch. 1 Teachers, Sch. 2 Directors Standard Kindergarten/Directors Extended Services Kindergarten re SWC 2016. Oupdate ppc 01/07/2016.
06208/2016	AWARD VARIATION Award varied. New Cl. 5.10 & Sch 3 Locality Allowances. Oupdate ppc 12/12/2016.
03299/2017	AWARD VARIATION Award Varied. Sch. 1 Teachers, Sch. 2 Directors Standard Kindergarten/Directors Extended Services Kindergarten re SWC 2017. Oupdate ppc 01/07/2017.
04091/2017	AWARD VARIATION Award varied. Sch. 3 Locality Allowances (cl. S3.3 & S3.4). Oupdate 01/07/2017.
02657/2018	AWARD VARIATION Award varied. Sch. 3 Locality Allowances (cl. S3.3 & S3.4). Oupdate 01/07/2018.
04213/2018	AWARD VARIATION Award Varied. Sch. 1 Teachers, Sch. 2 Directors Standard Kindergarten/Directors Extended Services Kindergarten re SWC 2018. Oupdate ppc 01/07/2018.