



**SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL**

TEACHERS (DECS) 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 AWARD

OPDATE 17:12:98 on and from

CLAUSE 1.1 TITLE

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

This award is entitled the Teachers (DECS) Award.

CLAUSE 1.2 ARRANGEMENT

OPDATE 01:01:2013 on and from

1.2.1 By Part

SUBJECT MATTER

CLAUSE NUMBER

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CLAUSE 1.3 SCOPE, PERSONS BOUND AND LOCALITY

OPDATE 17:12:98 on and from

1. This award applies throughout the State of South Australia and is binding on:
 - (1) all persons appointed by the *Minister* for Education, Children's Services and Training pursuant to the Education Act, 1972 who are engaged in the industry of the occupations of *teachers*;
 - (2) all persons appointed by the Minister for Education, Children's Services and Training as *Hourly Paid Instructors*;
 - (3) the Australian Education Union, South Australian Branch
 - (4) the person from time to time appointed as Minister for Education, Children's Services and Training and such other person or Minister upon whom is conferred the powers and functions of the Minister under the Education Act, 1972; and
 - (5) the Commissioner for Public Employment in respect of persons specified in 1(1) and 1(2) hereof.

CLAUSE 1.4 DURATION OF AWARD

OPDATE 17:12:98 on and from

This award will come into force on 17 December 1998 and will continue in force for a period of three months and will replace the Teachers (DECS) Award made on the 18 February 1994 which replaced the Teachers (DEET[SA]) Award made on 20 October 1993 which replaced the Teachers (Education Department) Award made on 15 December 1992 and the Casual Teachers (Education Department of South Australia) Award made on 16 March 1984.

CLAUSE 1.5 DEFINITIONS

OPDATE 24:03:2006 on and from

1. '*The Act*' means the *Education Act 1972*, and *Regulations* as amended, varied or substituted for from time to time.
2. '*Bachelor of Education*' means any of the four year teaching *degrees* awarded by a *Tertiary Institution* and includes any of the Advanced Diplomas in Teaching awarded by a Tertiary Institution.
3. '*Bachelor of Teaching*' means any of the three year teaching *degrees* awarded by a *Tertiary Institution* and includes any teaching diplomas awarded by a Tertiary Institution after a full-time course of not less than three years duration (or its equivalent) or other qualifications recognised by the *Chief Executive* as being of at least equal standing but will not mean the Diploma in Teaching awarded by Kingston College of Advanced Education prior to 1 January 1974.
4. '*Commission*' means the Industrial Relations Commission of South Australia.
5. '*Contract Teacher*' means a *teacher* who is employed as such to work for a specified period of not less than 20 consecutive *duty days* but not more than one school year.

6. 'Degree' means a degree conferred by a *Tertiary Institution* or any other qualification recognised as being of at least equal standing by the *Chief Executive*.
7. 'Department' means the Department of Education and Children's Services, and where relevant its predecessors, in the State of South Australia.
8. '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 Act.
9. 'Duty Days' means:
- the days on which schools are open, or are closed pursuant to Regulation 67 under the *Regulations*, or by other formal direction; and
 - the Thursday and Friday immediately before the commencement of each school year; and
 - public holidays occurring other than in the school vacations; and
 - days on which a *teacher* is granted leave with pay including long service leave, sick leave or other special leave, but excluding weekend days or school vacations.
10. 'Graduate Diploma in Education' means any Graduate Diploma in Education awarded by a *Tertiary Institution*.
11. 'Graduate Diploma in Teaching' means any of the Graduate Diploma in Teaching awarded by a *Tertiary Institution*.
12. 'Hourly Paid Instructor' means a person employed as such pursuant to *the Act* to carry out duties for a prescribed number of hours and period of time.
13. 'AEU' means the Australian Education Union, South Australian Branch.
14. 'Minister' has the same meaning as is given to that word in the Act.
15. 'Officer' means a *teacher* holding office in the teaching service.
16. 'Principal' means a Head Teacher as defined in *the Act*.
17. 'Regulations' means the Education Regulations made pursuant to *the Act* as amended, varied or substituted from time to time.
18. '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*.
19. 'Spouse' includes a de facto spouse but, except in relation to parental leave does not include a spouse from whom the teacher is legally separated.
20. 'Teacher' means a person who is registered or provisionally registered as a teacher and who is employed pursuant to *the Act* to teach, or supervise teaching, in any course of pre-school education, primary education or secondary education.
21. 'Teaching Experience' means experience gained teaching in schools of any type in South Australia as a fully or provisionally registered *teacher* or as holding an authority to teach in years reception to year twelve.

It is also to include teaching in schools outside South Australia or work performed in other capacities which may fairly be equated with teaching as above described and which requires an educational qualification.

Such experience will include relevant experience gained as:

- * a guidance officer in the *Department*;
- * a pre-school *teacher* or director with the Kindergarten Union of South Australia Inc/Children's Services Office or with the *Department*;
- * a holder of any promotion position as prescribed from time to time, in the *Regulations*;

- * a temporary relieving *teacher* and a *contract teacher*;
 - * a teacher/lecturer at a *Tertiary Institution*;
 - * a *teacher* who was and/or is seconded and paid in accordance with the Teachers Secondment Award or Clause 6.9 of this Award;
 - * a part-time instructor who was employed pursuant to this award , the Teachers (Education Department) Award or the Teachers Salaries Board Award;
 - * work performed in other than a teaching capacity but which is recognised by the *Chief Executive* as being of equivalent *teaching experience*.
22. 'Temporary Relieving Teacher' means a *teacher* who is employed as such for a half of a day or for half days up to a maximum of 19.5 consecutive *duty days*.
23. 'Tertiary Institution' means the University of Adelaide, Flinders University, the University of South Australia or other Universities recognised as being of equal standing to those universities; or a Tertiary Institution previously in existence under the repealed *Colleges of Advanced Education Act, 1972*; the *Adelaide College of the Arts and Education Act, 1978*; the *Hartley College of Advanced Education Act, 1978*; or the *South Australian College of Advanced Education Act, 1981*.

PART 2 - AWARD FLEXIBILITY

OPDATE 17:12:98 on and from

CLAUSE 2.1 ENTERPRISE FLEXIBILITY PROVISIONS

OPDATE 17:12:98 on and from

1. Consultative mechanisms and procedures to facilitate the efficient operation of the enterprise or workplace will be established.
2. Where agreement is reached at the enterprise or workplace through such consultative mechanisms and procedures and where giving effect to such agreement requires this award as it applies at the enterprise or 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 enterprise or workplace, and to the associations having an interest in the award.
3. When this award is varied to give effect to an agreement made under to this clause, the variation will become a schedule to this award. The variation will take precedence over any provision of this award to the extent of any identified inconsistency.

PART 3 - COMMUNICATION, CONSULTATION & DISPUTE RESOLUTION

OPDATE 17:12:98 on and from

CLAUSE 3.1 DISPUTE RESOLUTION PROCEDURES

OPDATE 17:12:98 on and from

1. Definitions:
 - '*dispute*' means industrial dispute as defined in the Industrial and Employee Relations Act 1994 and includes a personnel matter within a school;
 - '*Personnel Advisory Committee*' means a committee established at a school from time to time in accordance with the role, function and membership criteria agreed from time to time between the *AEU* and the *Chief Executive*;
 - '*participants*' means the person(s) concerned in the dispute, the members of the Personnel Advisory Committee, and the representative(s) of the *AEU* and the *Chief Executive*.
2. A *dispute* at a school will be dealt with in accordance with this clause.
3. The procedure for dealing with a dispute at a school is:
 - (1) a dispute will be referred to the *Principal*;
 - (2) if requested by the *Principal*, the subject of the dispute will be detailed in writing so far as reasonably practicable;
 - (3) the *Principal* will endeavour to resolve the dispute and may refer the dispute to the *Personnel Advisory Committee* for advice;
 - (4) the *Principal* and/or *Personnel Advisory Committee* will make every endeavour to consult the person(s) concerned in the dispute, other appropriate persons (if any), and seek such further or other information as may be reasonably required;
 - (5) if the dispute is not resolved at the school, the subject of the dispute will be referred to the *AEU* by the *AEU's* representative and to the *Chief Executive's* designated representative by the *Principal*.
4. If a dispute is referred to the *AEU* or *Chief Executive* their representative(s) will meet promptly and endeavour to resolve the dispute and will notify the *Personnel Advisory Committee* and the *Principal* of the outcome of their deliberations.
5. The *participants* in the dispute resolution procedure:
 - (1) will, as applicable, make every reasonable endeavour to promptly deal with, advise, and resolve a dispute;
 - (2) will promptly respond to any representation or response;
 - (3) may refer the matter to the *AEU* or the *Chief Executive's* designated representative in the event of unreasonable delay in dealing with or resolving the dispute.
6. While a dispute is being dealt with in accordance with this clause, and without prejudice to the interests of any participant, the performance of duties at, or in connection with, a school will continue on the same basis and in the same manner as was in place, or was occurring, prior to the dispute being referred in accordance with this clause save and except where there is a bona fide health and/or safety risk to a person.
7. The dispute may be referred to *the Commission*.

PART 4 - EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

OPDATE 17:12:98 on and from

CLAUSE 4.1 CONTRACT OF EMPLOYMENT

OPDATE 17:12:98 on and from

1. A *teacher*, other than an *Hourly Paid Instructor* may be appointed, permanently or temporarily, in accordance with *the Act* on a full-time or part-time basis.
2. *Hourly Paid Instructors* are employed on an hourly basis.

CLAUSE 4.2 INCREMENTAL PROGRESSION

OPDATE 15:03:2006 on and from

1. A *teacher* appointed under *the Act* to a position to which a salary scale is prescribed by this award is entitled to progress to the next higher incremental step upon the completion of each 207 *duty days* served.
2. Duty days accrued as a *Contract Teacher* are equivalent to days accrued by a person employed as an *Officer* in the permanent teaching service.
3. Duty days accrued as a *Temporary Relieving Teacher* are equivalent to days accrued by a person employed as an *Officer* in the permanent teaching service.
4. Duty days accrued as an *Hourly Paid Instructor* are credited in accordance with the following formula.
 - (1) one incremental step for 300 days or more of such experience to a maximum of step *Special Authority* of the teachers salary scale as an Instructor Class IV;
 - (2) one incremental step for each 300 days of such experience to a maximum of step 1 of the aforesaid salary scale as an Instructor Class III;
 - (3) one incremental step for each 250 days of such experience to a maximum of 3 incremental steps or step 2 of the aforesaid salary scale, whichever is the lesser, as an Instructor Class II;
 - (4) one incremental step for each 250 days of experience as an Instructor Class I;

Provided that:

- one day of Hourly Paid Instructor experience means four contact hours;
 - each period of 250 or 300 days as appropriate has been worked within a period of 5 years
5.
 - (1) All '*Teaching Experience*' is cumulative regardless of where that experience was gained, the nature of that teaching experience, or whether it was accrued in part years.
 - (2) The teacher has the onus of establishing that teaching experience has been accrued and qualifications have been gained which have hitherto not been recognised. Any dispute as to whether this experience should be considered as teaching experience, may be determined by the Commission.
 6.
 - (1) No teacher 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.
 - (2) For a full-time teacher the next higher increment falls due on the anniversary of the date from which that teacher's current increment was paid plus the number of calendar days of any leave without pay, taken by that teacher during the period of that teacher's entitlement to the current increment step, calculated as follows:

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

Where the above formula defers the next incremental date from a date before the 29 February in any leap year to a date after the 29 February, the figure 366 will be substituted for 365 in the formula.

- (3) The *Minister* may deem any period(s) of leave without pay to be credited as duty days.
7. A teacher is not entitled to any increment of salary if the *Chief Executive*, after giving notice to and hearing the teacher, certifies that the conduct, diligence and general efficiency of the teacher during the period preceding the day when the increment would take effect have not been satisfactory.

CLAUSE 4.3 ANTI-DISCRIMINATION

OPDATE 17:12:98 on and from

1. It is the intention of the parties to this award to achieve the principal object in S.3(m) of the Industrial and Employee Relations Act 1994 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, pregnancy, religion, political opinion, national extraction or social origin.
2. Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the parties must make every endeavour to ensure that neither the award provisions nor their operation are directly discriminatory in their effects.
3. Nothing in this clause is to be taken to affect:
 - (1) any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;
 - (2) an employee, employer or registered organisation, pursuing matters of discrimination in State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

PART 5 - SALARIES AND RELATED MATTERS

OPDATE 17:12:98 on and from

CLAUSE 5.1 SALARIES AND RATES OF PAY

OPDATE 17:12:98 on and from

Subject to this award the salaries prescribed in Schedule 1 of this award, or calculated in the manner prescribed by this award, are the minimum annual salaries and hourly rates payable to *teachers* and *Hourly Paid Instructors*.

CLAUSE 5.2 APPORTIONMENT

OPDATE 17:12:98 on and from

1. Every rate of salary fixed by this award is the rate for a year and is apportionable in point of time.
2. Except where otherwise expressly provided, if a salary is paid fortnightly, the fortnightly amount will be 6/313 of the annual salary multiplied by two and calculated to the nearest ten cents.
3. Except where otherwise expressly provided, every allowance fixed this by Award is the rate for a year and is apportionable in point time by applying the same method of calculation as provided in sub-clause 5.2.2 of this award.

CLAUSE 5.3 SALARIES OF TEACHERS RE-ENGAGED AFTER RESIGNATION OR RETIREMENT

OPDATE 17:12:98 on and from

If under *the Act* a *teacher* is re-engaged after retirement or resignation, he or she is entitled to the salary fixed by this award for the position to which the teacher is appointed, subject to the following conditions:

1. A teacher on re-appointment will be given credit for the academic and professional qualifications whether gained before or after retirement or resignation so far as they are relevant in accordance with Schedule 1 of this award.
2. He or she will, on re-appointment be placed on the same incremental step as the one to which that teacher was entitled immediately prior to leaving the teaching service provided that:
 - (1) there will be a deduction by one incremental step if the teacher 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 Schedule 1 of this award.
 - (2) additional credit will be given for all other relevant 'teaching experience' gained other than as a teacher appointed under the Act after termination of such employment but prior to re-engagement in a manner set out in Schedule 1 of this award.

CLAUSE 5.4 PAYMENT OF HIGHER DUTIES

OPDATE 17:12:98 on and from

1. A *teacher* who, at the direction of the *Chief Executive* performs temporarily the duties of a higher position and performs such duties for a continuous period exceeding one week, will be paid for the whole of such period the salary he or she would receive if appointed to the higher position.
2. This provision:-
 - (1) will not apply in respect of any duties performed due to the absence of a teacher in the vacation period or part thereof, and
 - (2) will not apply to a *Contract Teacher* or a *Temporarily Relieving Teacher* who is paid in accordance with the provisions of Clause 5.6 of this award; and
 - (3) will apply to a permanent relieving teacher who is paid in accordance with Clause 5.5 of this award on the basis that such teacher will be paid the salary normally attracted by that position (including any responsibility allowance) plus the relevant loading as specified in Clause 5.5 of this award.

CLAUSE 5.5 PERMANENT RELIEVING TEACHERS AND ITINERANT TEACHERS

OPDATE 17:12:98 on and from

A Permanent Relieving Teacher or Itinerant Teacher will be engaged as such and will be paid a salary equivalent to that of a full-time teacher, plus:

1. 17.5 percent of that salary as a Statewide Relieving Teacher who is engaged to undertake relieving teacher duties across the State of South Australia;
2. 12.5 percent of that salary as an Area Relieving Teacher who is engaged to undertake relieving teacher duties in a designated area of the State or as an Itinerant Teacher;
3. 5.0 percent of that salary as a Local Relieving Teacher who is engaged to undertake relieving teacher duties in a small number of schools in close proximity.

CLAUSE 5.6 CONTRACT TEACHER AND TEMPORARY RELIEVING TEACHER - RATES OF PAY

OPDATE 17:12:98 on and from

1. *Contract Teacher*

- (1) A Contract Teacher is paid a daily rate for days actually worked calculated in accordance with the following formula for the number of *duty days* in the specified period;

$$\frac{A + L}{207} = D$$

Where:

"A" is the annual salary to which the Contract Teacher would be entitled if employed as a full-time *office*;

"L" is a sum equal to 17.5 percent of the total salary to which the Contract Teacher would be entitled to be paid for a period of 2 fortnights if employed as a full-time *officer*, calculated in accordance with Clause 5.13 of this award;

"D" is the daily rate.

- (2) The daily rate calculated in (1) above, is payable in respect of all days actually worked or in respect of which a Contract Teacher will have been allowed sick leave or other leave with pay on an equivalent basis to that of a permanent *officer*.

2. *Temporary Relieving Teacher*

- (1) Subject to sub-clause 5.6.2(2) below, a Temporary Relieving Teacher is paid a fortnightly salary calculated in accordance with the following formula (which provides for a 25 percent loading);

$$A \times \frac{6}{313} \times 2 \times 1.25 \times \frac{1}{20} \times T = F$$

Where:

"A" is the annual salary, paid to a *teacher* appropriate to his or her qualifications obtained and *teaching experience* accrued, to which the Temporary Relieving Teacher would be entitled if employed as a full-time *officer*;

"T" is the number of periods of half a day worked by a Temporary Relieving Teacher during the period of the fortnight;

"1.25" is the 25 percent loading; and

"F" is the fortnightly salary.

- (2) A Temporary Relieving Teacher is not entitled to payments for absences due to school vacation periods or public holidays or for absences due to personal sickness.

CLAUSE 5.7 ADVANCED SKILLS TEACHER

OPDATE 22:12:2009 on and from

1. Definitions:

- '*the procedure*' means the procedure(s) in respect of an application, assessment and reassessment of an eligible officer as agreed from time to time between the *Chief Executive* and the *AEU* and as published from time to time by the *Department*;
 - '*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*.
2. An *Officer*, 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 officer is referred to in this clause as an "eligible officer".
 3. An eligible officer will be assessed in accordance with the procedure and the *criteria*.
 4. An eligible officer 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 officer is assessed, be entitled to be paid at the level of Advanced Skills Teacher 1.
 5. At least 10 months prior to the expiration of any 5 year period during which an officer is entitled to be paid at the level of Advanced Skills Teacher 1, the officer may make application to be reassessed in accordance with the procedure and, if assessed as satisfying the criteria, the officer 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.
 6. An officer 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 officer was last assessed or reassessed.

CLAUSE 5.8 LOCALITY ALLOWANCES

OPDATE 17:12:98 on and from

1. Definitions:

- '*spouse*' means a person with whom a *teacher* is cohabiting either in marriage, or a permanent de facto or bona fide domestic relationship.
2. The locality allowances as set out in Schedule 2 of this award will be paid to teachers appointed to the schools specified, in addition to their salaries, by way of compensation for the following factors:
 - (1) adverse environment;
 - (2) the cost of travelling from distant schools to Adelaide for the vacation period;
 - (3) abnormal depreciation of motor vehicles;
 - (4) increased cost of living and some aspects of isolation.
 3. The allowances prescribed by this clause and as set out in Schedule 2, will be payable to full-time teachers and to part-time teachers who teach not less than 4/10ths time and who reside at or near the school by virtue of his or her appointment.
 4. Where a teachers' *spouse* is also employed as a teacher, one allowance only, calculated at the rate applying to a teacher cohabiting with a dependent spouse will be divisible equally between each spouse.
 5. In the case of a teacher whose spouse is not employed as a teacher and is not substantially dependent upon such teacher, the teacher will, notwithstanding any other provisions of this clause, only be entitled to receive an allowance equivalent to the rate prescribed for a teacher without a spouse.

6. A teacher living separately and apart from his or her spouse will, for the purposes of this clause, be deemed to be a teacher without a spouse.
7. Where a teacher is required to live in an area attracting locality allowances which are higher than those applicable in the area in which the 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.
8. Where both the teacher and the teachers' spouse who is also employed as a teacher are appointed to 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 5.8.4 above, they will be paid the locality allowances applicable in the area in which their place of residence is situated.
9. Any disputes as to:
 - (1) the interpretation applied to this clause by the *AEU*, the *Minister*, the *Chief Executive* or Commissioner for Public Employment;
 - (2) any question of fact to be determined in respect of the application of this clause; and
 - (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 - Dispute Resolution Procedures and may be referred to the Commission.

CLAUSE 5.9 TRAVEL AND ACCOMMODATION EXPENSES - MEDICAL AND DENTAL TREATMENT

OPDATE 07:05:2008 on and from

1. Definitions:

- '*dependent*' in relation to a spouse or child of a '*prescribed teacher*' means substantially reliant upon that teacher for his or her financial support and who is normally resident with such teacher;
- '*duly qualified*' means a practitioner practising in Australia who, by training skill and experience, is competent to diagnose, advise with regard to and/or treat the condition in relation to which relevant medical or dental assistance, as the case may be, is reasonably sought;
- '*Metropolitan Area*' means the area comprised of;
 - Metropolitan Adelaide as defined in the Development Plan compiled under the Planning Act (SA), 1982,
 - the City of Adelaide,
 - and
 - that part of the municipality of Gawler that is not within the Metropolitan Adelaide.
- '*practitioner*', means any legally qualified and lawfully practising *practitioner* as listed hereunder from whom a prescribed teacher or a *dependent* spouse or child of a prescribed teacher receives treatment. In respect of practitioners in group (b), a referral by a medical practitioner is required;

Group (a) medical practitioner
 dentist
 chiropractor

Group (b) psychologist
 optometrist
 podiatrist
 physiotherapist

- '*prescribed teacher*' means a teacher (other than a teacher for the time being on accouchement leave) who is appointed to or promoted within a school situated outside of the *metropolitan area* and as a result of the appointment or promotion reasonably resides outside that area. However, if the teacher has resided in the same locality for ten years or more following their appointment or promotion then there will be a prima facie presumption that the teacher has elected to become a permanent resident in that locality.

In general this will mean that:

- (a) a teacher who has elected to become a permanent resident in the relevant locality will cease to be a prescribed teacher at the expiration of the tenth anniversary of taking up residence in such locality but,
 - (b) a teacher who necessarily has to change residence (not being a change within the same town or general locality) as a result of a transfer within the same region will for the purposes of this definition be considered to be a new appointee as of the date of transfer.
 - (c) It is noted that the definition of 'prescribed teacher' has been applied administratively by consent from 6 October 1989.
- '*reimbursable expense*', means:
 - actual *travel costs* in excess of \$10.00 in any one instance reasonably incurred in transporting a prescribed *teacher* and/or a dependent spouse and/or dependent child of a prescribed teacher from his or her place of residence to a place at which a *duly qualified* practitioner is consulted;
 - travel charges in excess of \$10.00 in any one instance made by a duly qualified practitioner reasonably summoned to attend a prescribed teacher or a dependent spouse or dependent child of a prescribed teacher at or near the place of residence of the prescribed teacher;
 - actual cost of accommodation not being hospital or nursing accommodation reasonably and necessarily incurred by a prescribed teacher or a dependent spouse or dependent child of a prescribed teacher in connection with the attendance of that person away from his or her place of residence at a place at which a duly qualified practitioner is consulted;
 - actual travel costs in excess of \$10.00 reasonably incurred by a teacher during term time to visit a spouse or child confined to a hospital or nursing home for one visit for each week the spouse or child is confined to the hospital or nursing home.
 - '*travel costs*' mean the actual return transport costs payable for the most appropriate travel in the circumstances. If travel is by a motor vehicle owned by a prescribed teacher or their spouse, an amount calculated at the lower of the motor vehicle reimbursement rates for cars with engines of more than four cylinders or with a rotary engine. The rates are the rates prescribed pursuant to the Regulations for the total distance travelled. However, for teachers appointed to schools listed within Groups 1-4 inclusive of Schedule 2 of this award, but excluding Yalata, the reimbursement rate will have a loading of forty percent. It is a provision that the transport costs will not in any circumstances exceed the amount which would be paid for a return trip from the prescribed teacher's place of residence and the Adelaide GPO.

2. Entitlement

- (1) Where a prescribed teacher reasonably incurs *reimbursable expenses*, reimbursement will to be paid upon written application made to the *Chief Executive*.
- (2) A prescribed teacher will not lose their entitlement to this payment merely because the reimbursable expense incurred was in relation to attendance by or upon a duly qualified practitioner who was not the nearest available at the time. This is provided there were special circumstances that made it desirable that the services of some other duly qualified practitioner be sought.
- (3) In any instance where it is necessary for a prescribed teacher, their spouse or some other attendant to accompany the person for whom the reimbursable expense is incurred then the reimbursable expense will include the additional travel and accommodation costs reasonably and actually incurred.

2. Substantiation

- (1) A teacher may be required to provide reasonable evidence in substantiation of a claim for reimbursable expenses.
- (2) The employer is entitled to refuse payment of any claim where it appears that the expense arose as a direct consequence of the serious and wilful misconduct or gross negligence of the person in respect of whom the expense was incurred.
- (3) A teacher is required to take all reasonable steps to recover any benefits which may be lawfully due in respect of any occurrence related to a reimbursable expense. These benefits may include insurance, contributory fund, workers compensation or other payments as well as common law damages. The payment of these benefits to the teacher will reduce the sum of the reimbursable expense. If any benefit is paid after payment has been made for reimbursable expenses the teacher will repay the amount to the employer. The employer will not be entitled to withhold payment of reimbursable expense upon the ground that it, or some portion of it, may be recoverable at some time in the future from a third party.

4. Insurance

- (1) The employer may by notice in writing require any prescribed teacher to commence and maintain a policy of insurance or membership of a contributory ambulance or other fund to cover that teacher's liability for items of the nature of reimbursable expense under this award.
- (2) In any such case the employer will reimburse to the prescribed *teacher* the amount by which any premium or contribution incurred in so doing exceeds the sum of \$6.00 per annum.
- (3) If a prescribed teacher fails to comply with a requirement made by the employer under this clause they will not be entitled to claim any reimbursable expense which, but for his or her failure, would have been recouped to that teacher as a result of the relevant insurance or membership.

5. If a teacher is necessarily absent from duty because they, their dependent spouse or their child is attending a duly qualified practitioner the absence due to travel to or from the place of residence, will not be debited against the teacher's sick leave credit. The *Chief Executive* retains the right to second the teacher to a school nearer to the place of consultation or treatment should it be deemed desirable.

6. The payment of reimbursable expense may be declined when the expense relates to a non-urgent elective consultation or treatment which might reasonably have been sought during a vacation period while the teacher, their dependent spouse or child had, in the normal course, travelled to a location at which the type of consultation or treatment could be obtained.

7. Any dispute arising in relation to this clause may be dealt with by the Commission.

CLAUSE 5.10 ALLOWANCES - WHYALLA AND IRON KNOB

OPDATE 17:12:98 on and from

Every *officer* employed in a school in Whyalla, or a suburb thereof, or Iron Knob, is entitled to receive in addition to the salary of the officer as fixed under the other clauses of this award, a special allowance of \$26 per year.

CLAUSE 5.11 SUPERVISION OF PRACTICAL TEACHER TRAINING

OPDATE 17:12:98 on and from

Teachers who are involved with the practical training of student teachers from a *Tertiary Institution* are entitled to an allowance in accordance with the following:

1. *Principals* or teachers delegated by them, who are engaged in the supervision of training duties will be paid an amount as set out in Schedule 1 per student per day up to a maximum of ten times the per student per day rate. One supervision allowance only to be paid by each institution whose students are supervised in the school.
2. Teachers who are engaged in training duties will be paid an amount set out in Schedule 1, provided that where the training duties of a student in any one day are undertaken by more than one teacher the Principal will determine the apportionment of the day rate between the teachers sharing the duties.

CLAUSE 5.12 TEACHERS OF SPECIAL CLASSES

OPDATE 17:12:98 on and from

Teachers who are appointed as teachers of the following special classes viz, sensory impaired, emotionally disturbed and mentally or physically impaired students, and at Government institutions, Aboriginal schools and Special schools will be paid an allowance as set out in Schedule 1.

CLAUSE 5.13 RECREATION LEAVE LOADING

OPDATE 17:12:98 on and from

1. Definitions:

- '*academic year*' means the period of 12 months that commences on the first *duty day* of any year and ends on the day immediately preceding the first duty day of the following year.

2. An allowance will be paid to *teachers* by way of recreation leave loading in accordance with the following conditions:

- (1) The recreation leave loading will be calculated on the basis of four weeks recreation leave in any one *academic year* at the rate of 17.5 percent of the rate of salary payable to a teacher on the day immediately subsequent to the expiration of the final term of the academic year;
- (2) The recreation leave loading amount will not exceed the maximum amount payable to *officers* appointed under the provisions of the Public Sector Management Act, 1995, as amended, and prescribed in the Public Service (Recreation Leave Loading) Award in force at the time the recreation leave payment is made.

3. Teachers who terminate their employment or have their employment terminated, or who in the initial year of appointment commence work after the commencement of the academic year, or teachers on leave without pay at the time the recreation leave loading allowance would normally be paid, will be granted pro rata recreation leave loading in accordance with the following formula:

Number of completed weeks worked after commencement of the academic year	x	17.5% of four weeks wages (up to the prescribed maximum)
Number of working weeks in an academic year		

4. The salary payable to a teacher will include the Whyalla Cost of Living loading and all allowances under this award except the locality allowances prescribed in Schedule 2.

CLAUSE 5.14 INSTRUMENTAL MUSIC TEACHERS ALLOWANCE

OPDATE 01:07:2019 1st pp on or after

Teachers and Principals who are appointed as Instrumental Music Teachers shall, in addition to their salary as a teacher, be paid an annual allowance of \$2,241 in the first year of appointment and \$2,704 in the second and subsequent years of appointment.

CLAUSE 5.15 MEAL BREAK

OPDATE 01:01:2013 on and from

A teacher will not work more than five hours in any one working day without being allowed a meal break of not less than 30 minutes to be taken not more than five hours after the commencement of work on that day. On days where the teacher is rostered to undertake yard duty during the luncheon break then the meal break may be reduced to 20 minutes.

PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

OPDATE 17:12:98 on and from

CLAUSE 6.1 PERSONAL LEAVE – INJURY AND SICKNESS

OPDATE 24:03:2006 on and from

1. The *Chief Executive* may grant leave of absence with pay on the ground of illness to a *teacher* for a period not exceeding the leave standing to the credit of that teacher.
2. The leave standing to the credit of a teacher, will be -
 - ten school days on appointment; and
 - ten school days on each first day of January succeeding his or her day of appointment,and in each case deducting from the total so obtained the number of school days in respect of which leave has been taken under *the Act* or this Award.
3. Where a teacher is retired under Section 17 of the Act or any other corresponding enactment and is subsequently reappointed as a teacher, the teacher's continuous service before retirement and the teacher's continuous service after reappointment will be taken into account as though that service was continuous.
4. Where a person, who has previously been in prescribed employment as defined in section 24 of the Act, is appointed a teacher under the Act and the teacher's service in the prescribed employment is continuous with the teacher's service as a teacher, the sick leave credit to which he or she will be entitled under this clause will be determined on the basis that the teacher's service in the prescribed employment is service as an *officer*; provided that where the amount of sick leave taken by the teacher in the prescribed employment is not accurately known, the *Minister* will determine the leave to stand to the credit of that teacher.
5. If the period of absence of a teacher on the ground of illness exceeds three days at any time the application for leave will be accompanied by a medical certificate.
6. The *Chief Executive* may, if the *Chief Executive* thinks it necessary, require a teacher to produce evidence satisfactory to the *Chief Executive* of the existence of the illness of that teacher where the teacher's leave of absence on the ground of illness is three days or less.
7. Where a medical certificate or other evidence satisfactory to the *Chief Executive* is not produced by a teacher, as required by this clause, sick leave will not be granted and the leave will be without pay.
8. Where a teacher who is on long service leave produces a medical certificate satisfactory to the *Chief Executive* that the teacher has been confined to a residence or to a hospital for a period of at least fourteen days while on that leave the teacher may, with the approval of the *Chief Executive* elect to convert that portion of the teacher's long service leave during which the teacher was so confined to a debit against the teacher's sick leave credits; provided that no such conversion will be granted to a teacher who has received payment for long service leave on the teacher's retirement, resignation, retrenchment or termination of services.
9. **Entitlement to personal leave**

A teacher (other than a casual teacher) who has a personal leave (previously known as sick leave) credit is entitled to take personal leave if the teacher is too sick to work.
10. **Conditions for payment of personal leave**
 - (1) The teacher is not entitled to payment for personal leave unless the teacher gives the *Chief Executive* notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given as soon as practicable); and
 - (2) The teacher is entitled to payment at the teacher's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave.

CLAUSE 6.2 SPECIAL LEAVE WITH PAY

OPDATE 17:12:98 on and from

1. The *Chief Executive* may, where reasonable cause exists, grant to a *teacher* special leave with pay for any period or periods not exceeding a total of fifteen school days in any one year.
2. The *Minister* may, on the recommendation of the *Chief Executive* grant to a teacher special leave with pay or with part pay for such period and upon such conditions as the Minister may determine.
3. Special leave granted under this clause will be in addition to any other leave that a teacher may be entitled to under this Award.

CLAUSE 6.3 INFECTIOUS DISEASES AND SPECIAL LEAVE

OPDATE 17:12:98 on and from

1. Where a *teacher* is absent from duty and produces a medical certificate that the teacher is suffering from one of the diseases set out below and that certificate is supported by a statement from the Principal that in all probability the disease was contracted by the teacher while on duty, as a result of the teacher's contact with the children or staff of the school, the teacher will be granted special leave with pay not debited to sick leave credits.
2. The leave granted under this clause will not exceed fifty-two weeks, either at one time or in broken periods, for a particular disease.
3. The diseases accepted for the purpose of this clause are: chicken pox, diphtheria, erysipelas, glandular fever, herpetic whitlow, infectious hepatitis, infectious mononucleosis, measles, meningitis, mumps, poliomyelitis, rubella, scarlet fever, staphylococcal infection, typhoid, whooping cough, and such other diseases as the *Minister* may determine.

CLAUSE 6.4 SPECIAL LEAVE WITHOUT PAY

OPDATE 17:12:98 on and from

The *Minister* may, where reasonable cause exists, grant to a *teacher* special leave without pay for any period and upon such conditions as the Minister may determine.

CLAUSE 6.5 ABSENCE FROM DUTY

OPDATE 17:12:98 on and from

1. The *Chief Executive* will have the power to direct that where a *teacher* is absent from the teacher's place of work during the teacher's ordinary hours of duty (or other hours as directed) or has not discharged the teacher's duties as a result of or in the furtherance of industrial action taken by that teacher, the salary of that teacher may be reduced by such an amount as is equal to-
 - one-tenth of the teacher's fortnightly salary for each full day of absence or failure to discharge duty;
 - one-twentieth of the teacher's fortnightly salary for each half day of absence or failure to discharge duty; or
 - one seventy-fifth of the teacher's fortnightly salary for each hour (or part thereof) of absence or failure to discharge duty where the absence or failure to discharge duty is less than one half day.
2. Any direction made by the *Chief Executive* pursuant to sub-clause 1 of this clause will be given effect to.
3. For the purposes of this clause, the fortnightly salary of a teacher who is appointed to the teaching service on a part-time basis is the fortnightly salary that teacher would be entitled to receive if the teacher were appointed to the teaching service on a full -time basis.

CLAUSE 6.6 LEAVE AND CONTINUITY OF SERVICE

OPDATE 17:12:98 on and from

1. The continuity of service of a *teacher* will not be deemed to be broken by leave under *the Act* and this Award and -
 - (1) leave of absence in respect of which a teacher is paid the teacher's full salary will count as service for sick leave entitlement; and

- (2) the *Minister* may determine to what extent, if any, leave of absence taken without pay or on part pay will be counted as service for sick leave entitlement, and the determination will have effect according to its terms.
2. Where by the terms of the determination of the Minister a period of leave does not count as service for sick leave entitlements the credit of ten school days in each year provided for in this Award will be reduced by one day for each complete four weeks of that period of leave, to a maximum of ten school days in any one year.

CLAUSE 6.7 PARENTAL LEAVE

OPDATE 24:03:2006 on and from

6.7.1 Definitions

In this clause, unless the contrary intention appears:

- 6.7.1.1 **Adoption** includes the placement of a *child* with a person in anticipation of, or for the purposes of, adoption.
- 6.7.1.2 **Adoption leave** means adoption leave provided under 6.7.3.4.
- 6.7.1.3 **Child** means a child of the teacher or the teacher's spouse under the age of one year; or means a *child* under the age of school age who is placed with a teacher for the purposes of **adoption**, other than a *child* or step-*child* of the teacher, or of the spouse of the teacher, who has previously lived with the teacher for a continuous period of at least six months.
- 6.7.1.4 **Eligible teacher** means a teacher 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.
- 6.7.1.5 **Extended adoption leave** means **adoption leave** provided under 6.7.3.4(b).
- 6.7.1.6 **Extended paternity leave** means **paternity leave** provided under 6.7.3.3(b).
- 6.7.1.7 **Government authority** means a person or agency prescribed as a government authority for the purposes of this definition.
- 6.7.1.8 **Maternity leave** means maternity leave provided under 6.7.3.2.
- 6.7.1.9 **Medical certificate** means a certificate as prescribed in 6.7.5.1.
- 6.7.1.10 **Parental leave** means **adoption leave**, **maternity leave**, **paternity leave**, **extended adoption leave** or **extended paternity leave** as appropriate, and is unpaid leave.
- 6.7.1.11 **Paternity leave** means paternity leave provided under 6.7.3.3.
- 6.7.1.12 **Primary care-giver** means a person who assumes the principal role of providing care and attention to a *child*.
- 6.7.1.13 **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).
- 6.7.1.14 **Short adoption leave** means **adoption leave** provided under 6.7.3.4(a).
- 6.7.1.15 **Special adoption leave** means **adoption leave** provided under 6.7.10.
- 6.7.1.16 **Special maternity leave** means **maternity leave** provided under 6.7.9.1.
- 6.7.1.17 **Spouse** includes a defacto spouse or a former spouse.

6.7.2 Chief Executive's responsibility to inform

On becoming aware that:

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

a *Chief Executive* must inform the teacher of:

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

6.7.3 Eligibility for and entitlement to parental leave

6.7.3.1 Subject to the qualifications in 6.7.4, the provisions of this clause apply to full-time, part-time and *eligible teachers* but do not apply to other teachers.

6.7.3.1(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).

6.7.3.1(b) A *Chief Executive* must not fail to re-engage a teacher because:

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

6.7.3.1(c) The right of a *Chief Executive* in relation to engagement and re-engagement of teachers are not affected, other than in accordance with this clause.

6.7.3.2 A teacher who becomes pregnant is, on production of the required *medical certificate*, entitled to up to 52 weeks of *maternity leave*.

6.7.3.3 A male teacher 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:

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

6.7.3.3(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*).

6.7.3.4 A teacher is entitled to one or two periods of *adoption leave*, the total of which must not exceed 52 weeks, as follows:

6.7.3.4(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*).

6.7.3.4(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*).

6.7.3.5 If the commencement of parental leave occurs

6.7.3.5(a) During vacation periods, other than the Christmas vacation, the whole of the vacation period in which such leave commences will be with pay and leave without pay will not apply until the commencement of the first day next after that vacation;

6.7.3.5(b) During a Christmas vacation commencing any one year, and

(i) the teacher was on duty on or before the first school day of the third term of that year and remained on duty until the last school day of that year, the leave will be with pay up to and including the thirty-first day of January of the next succeeding year, and thereafter the provisions of subclause 6 of this clause will apply;

(ii) the teacher commenced duty after the first school day of the third term of that year and remained on duty until the last school day of that year the leave will be with pay up to and including the thirty-first day of

December of that year, and thereafter leave without pay will apply.

6.7.4 Qualifications on entitlements and eligibility

6.7.4.1 The entitlement to *parental leave* is reduced:

- 6.7.4.1(a) In the case of *maternity leave*, by any period of *extended paternity leave* taken by the teacher's spouse and/or by any period of *special maternity leave* taken by the teacher.
- 6.7.4.1(b) In the case of *extended paternity leave*, by any period of *maternity leave* taken by the teacher's *spouse*.
- 6.7.4.1(c) In the case of *extended adoption leave*, by any period of *extended adoption leave* taken by the teacher's *spouse*.

6.7.5 Certification required

6.7.5.1 A teacher must, when applying for *maternity leave* or *paternity leave*, provide the *Chief Executive* with a *medical certificate* that:

- (a) names the teacher or the teacher's *spouse*, as appropriate;
- (b) states that the teacher or the teacher'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.

6.7.5.2 At the request of the *Chief Executive*, a teacher must, in respect of the conferral of *parental leave*, produce to the *Chief Executive* within a reasonable time a statutory declaration which states:

- 6.7.5.2(a) Parental leave
 - (i) The particulars of any period of *parental leave* sought or taken by the teacher's *spouse*, and where appropriate;
 - (ii) That the teacher is seeking the leave to become the *primary care-giver* of a *child*.
- 6.7.5.2(b) Adoption *authority* giving details of the date, or presumed date, leave
 - (i) In the case of *adoption leave*, a statement from a *Government of adoption*; and
 - (ii) That for the period of the leave the teacher will not engage in any conduct inconsistent with the teacher's contract of employment.

6.7.6 Notice requirements

6.7.6.1 Maternity leave

- 6.7.6.1(a) A teacher must give reasonable notice to the *Chief Executive*, depending on the circumstances, of their intention to take maternity leave.
- 6.7.6.1(b) A *Chief Executive* may, by not less than 14 days notice in writing to the teacher, 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 teacher has not given the *Chief Executive* the required notice.

6.7.6.2 Paternity leave

A teacher must give reasonable notice to the *Chief Executive*, depending on the circumstances, of their intention to take paternity leave.

6.7.6.3 Adoption leave

A teacher must

- 6.7.6.3(a) On receiving notice of approval for **adoption** purposes, notify the **Chief Executive** of the approval and, within two months of the approval, further notify the **Chief Executive** of the period(s) of **adoption leave** the teacher proposes to take.
- 6.7.6.3(b) In the case of a **relative adoption**, so notify the **Chief Executive** on deciding to take a **child** into custody pending an application for **adoption**.
- 6.7.6.3(c) As soon as the teacher 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 **Chief Executive** of that date, and of the date of commencement of any period of **short adoption leave** to be taken.
- 6.7.6.3(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.

6.7.6.4 Unforeseen circumstances

A teacher is not in breach of any of these notice requirements if the teacher'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 teacher's **spouse**, or
- (d) the requirement that the teacher 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.

6.7.7 **Taking of parental leave**

- 6.7.7.1 No teacher may take **parental leave** concurrently with such leave taken by the teacher'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**.
- 6.7.7.2 Subject to complying with any relevant provision as to the taking long service leave, a teacher may, instead of or in conjunction with **parental leave**, take any long service leave to which the teacher is entitled.
- 6.7.7.3 Paid personal leave or other paid absences are not available to a teacher during the teacher's absence on **parental leave**.
- 6.7.7.4 Subject to 6.7.4 and unless agreed otherwise between the **Chief Executive** and teacher, a teacher may commence **parental leave** at any time within six weeks immediately prior to the expected date of birth.

- 6.7.7.5 Where a teacher continues to work within the six week period immediately prior to the expected date of birth, or where the teacher elects to return to work within six weeks after the birth of the child, a **Chief Executive** may require the teacher to provide a medical certificate stating that she is fit to work on her normal duties.
- 6.7.7.6 Where leave is granted under 6.7.7.4, during the period of leave a teacher may return to work at any time, as agreed between the **Chief Executive** and the teacher provided that time does not exceed four weeks from the recommencement date desired by the teacher.
- 6.7.7.7 **Maternity leave** and **paternity leave** cannot extend beyond the **child's** first birthday.
- 6.7.7.8 **Adoption leave** cannot extend beyond the **child's** fifth birthday.
- 6.7.7.9 **Extended adoption leave** cannot extend beyond the first anniversary of the initial placement of the **child**.
- 6.7.7.10 Notwithstanding the provisions of this clause, teachers eligible for **parental leave** have the right to request **parental leave** as consistent with 6.7.15.

6.7.8 Variation and cancellation of parental leave

- 6.7.8.1 Without extending an entitlement beyond the limit set by 6.7.3, **parental leave** may be varied as follows:
- 6.7.8.1(a) The leave may be lengthened once by the teacher giving the **Chief Executive** at least 14 days notice in writing stating the period by which the teacher requires the leave to be lengthened.
- 6.7.8.1(b) The leave may be lengthened or shortened by agreement between the **Chief Executive** and the teacher.
- 6.7.8.2 **Parental leave** may be cancelled by agreement between the **Chief Executive** and the teacher.

6.7.9 Special maternity leave and personal leave

- 6.7.9.1 If a teacher not then on **maternity leave** suffers illness related to her pregnancy she is entitled to take leave under 6.1;
- 6.7.9.2 Where a teacher is suffering from an illness not related to the direct consequences of the confinement, a teacher may take any paid personal leave to which she is entitled in lieu of, or in addition to, **special maternity leave**.
- 6.7.9.3 A teacher 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 a teacher who was transferred to a safe job, to the position she held immediately before such transfer.
- 6.7.9.4 If that position no longer exists, but there are other positions available which the teacher 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.
- 6.7.9.5 If a suitable appointment cannot be offered to that teacher leave may be extended beyond the period previously approved and, if necessary, to the end of the vacation period following the end of the term during which notice of intention to return to duty was given. In this case the 52 weeks limit will not apply.

6.7.10 Special adoption leave

- 6.7.10.1 A teacher who has received approval to **adopt** a **child** who is overseas is entitled to such unpaid leave as is reasonably required by the teacher to obtain custody of the **child**.
- 6.7.10.2 A teacher who is seeking to **adopt** a **child** is entitled to such unpaid leave not exceeding five days as is required by the teacher to attend such interviews, workshops, court attendances or examinations as are necessary as part of the **adoption** procedure.
- 6.7.10.3 The leave under this clause 6.7.10 is to be known as **special adoption leave** and does not affect any entitlement under 6.7.3.

6.7.10.4 *Special adoption leave* may be taken concurrently by a teacher and the teacher's *spouse*.

6.7.10.5 Where paid leave is available to the teacher, the *Chief Executive* may require the teacher to take such leave instead of *special adoption leave*.

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

6.7.11.1 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 teacher, make it inadvisable for the teacher to continue her present work, the teacher must, if the *Chief Executive* 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.

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

6.7.11.3 Leave under this clause 6.7.11 will be treated as *maternity leave*.

6.7.12 **Part-time work**

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

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

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

6.7.13 **Communication during parental leave**

6.7.13.1 Where a teacher is on *parental leave* and a definite decision has been made to introduce significant change at the workplace, the *Chief Executive* 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 teacher held before commencing *parental leave*; and
- (b) provide an opportunity for the teacher to discuss any significant effect the change will have on the status or responsibility level of the position the teacher held before commencing *parental leave*.

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

6.7.13.3 The teacher shall also notify the *Chief Executive* of changes of address or other contact details which might affect the *Chief Executive's* capacity to comply with 6.7.13.1.

6.7.14 **Return to work after parental leave**

6.7.14.1 A teacher must confirm the teacher's intention to return to work, by notice in writing, to the *Chief Executive* given at least four weeks before the end of the period of *parental leave*.

6.7.14.2 On returning to work after parental leave a teacher is entitled:

- (a) to the position which the teacher held immediately before commencing *parental leave*; or
- (b) in the case of a teacher who was transferred to a safe job, to the position which she held immediately before the transfer.

- 6.7.14.3 If the teacher's previous position no longer exists but there are other positions available which the teacher is qualified for and is capable of performing, the teacher is entitled to a position as nearly as comparable in status and pay to that of the teacher's former position.
- 6.7.14.4 If a suitable appointment cannot be offered to that teacher parental leave may be extended beyond the period previously approved and, if necessary, to the end of the vacation period following the end of the term during which notice of intention to return to duty was given. In this case the 52 weeks limit will not apply.

6.7.15 **Right to request**

- 6.7.15.1 A teacher entitled to *parental leave* pursuant to clause 6.7.3, may request the **Chief Executive** to allow the teacher:
- (a) to extend the period of simultaneous unpaid leave provided for in clause 6.7.3.3(a) and 6.7.3.4(a) up to a maximum of eight weeks;
 - (b) to extend the period of unpaid *parental leave* provided for in 6.7.3.2 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 teacher in reconciling work and parental responsibilities.
- 6.7.15.2 The **Chief Executive** shall consider the request having regard to the teacher's circumstances and, provided the request is genuinely based on the teacher'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 the school.
- 6.7.15.3 The teacher's request and the employer's decision made under 6.7.15.1(b) and (c) must be recorded in writing.
- 6.7.15.4 Where a teacher wishes to make a request under 6.7.15.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the teacher is due to return to work from *parental leave*.

6.7.16 **Termination of employment**

- 6.7.16.7 A teacher on *parental leave* may terminate their employment at any time during the period of leave by giving the required notice.
- 6.7.16.2 The Minister must not terminate the employment of a teacher on the ground of her pregnancy or a teacher's absence on *parental leave*. Otherwise the rights of the Minister in relation to termination of employment are not affected by this clause.

6.7.17 **Replacement teachers**

- 6.7.17.1 A *replacement teacher* is a teacher specifically engaged or temporarily promoted or transferred, as a result of a teacher proceeding on *parental leave*.
- 6.7.17.2 Before an **Chief Executive** engages a *replacement teacher* the employer must inform that person of the temporary nature of the employment and of the rights of the teacher who is being replaced.

CLAUSE 6.8 WAR SERVICE SICK LEAVE

OPDATE 17:12:98 on and from

War service sick leave may be granted by the *Chief Executive* to *teachers* who submit evidence that they are absent because of a disability accepted by the Commonwealth Repatriation Board as due to war service in accordance with the following provisions -

1. A non-accumulative credit of nine weeks as from the first July, 1955, or the date of joining the teaching service, whichever is the later, each ex-serviceman is granted a special non-accumulative war service sick leave credit of nine weeks, i.e., 45 working days.
2. An accumulative credit of three weeks annually -
 - (1) On and from the 1st July, 1964 or the date of joining the teaching service, whichever is the later, each ex-serviceman may be granted an additional three weeks war service sick leave credit annually, i.e., 15 working days.
 - (2) This entitlement will accumulate for three years, i.e., 45 working days, and re-accumulate if any portion thereof is used, so that the maximum credit which may be accumulated is 45 working days inclusive of existing accumulative credit.
 - (3) This accumulative credit can be utilised only when the non-accumulative credit in sub-clause (1) of this clause has been exhausted.

CLAUSE 6.9 OFFICERS ON SECONDMENT

OPDATE 15:03:2006 on and from

1. *Officers* who are seconded to carry out duties under the direction of professional officers engaged in administration or supervision of education will be paid the following allowances:
 - (1) A responsibility allowance of 4.75 percent per annum of incremental step 6 in Schedule 1 of this award.
 - (2) A loss of conditions allowance of 3.5 percent per annum of incremental step 6 in Schedule 1 of this award, where such officers, as a condition of their secondment are subject to the same hours of work and recreation leave as officers covered by the Public Sector Management Act, 1995 (as amended).
2. Where an officer is seconded, the secondment level will be clearly specified and in respect of the responsibility allowance prescribed above, officers seconded at various levels under this clause will be paid as follows:
 - Level 1 - A responsibility allowance at the rate prescribed above in addition to substantive salary provided that the substantive salary plus responsibility allowance does not exceed the salary prescribed for a Deputy Principal of a Primary school or a Senior in a Secondary school.
 - Level 2 - A responsibility allowance at the rate to provide remuneration at the salary prescribed for a Deputy Principal of an Area school.
 - Level 3 - A responsibility allowance at a rate to provide remuneration at the salary prescribed for a *Principal* Class 2 of a Primary school or a Deputy Principal of a Secondary school.
3. No officers receiving a substantive salary in excess of that prescribed for Primary Principal 2 or Deputy Principal Secondary will receive either the responsibility allowance or the loss of conditions allowance prescribed above.
4. The responsibility allowances prescribed in this clause will be in substitution for and not cumulative upon the allowances provided in Schedule 1, Head Teacher Rural School.

CLAUSE 6.10 BEREAVEMENT LEAVE

OPDATE 24:03:2006 on and from

6.10.1 Entitlement to leave

A teacher (other than a casual teacher), on the death of a:

- *spouse*;
- parent;
- parent-in-law;
- sister or brother;
- child or step-child;
- household member,

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding 2 ordinary days work. Proof of death must be furnished by the teacher to the satisfaction of the *Chief Executive*, if requested.

6.10.2 Unpaid entitlement to leave

A teacher may take unpaid bereavement leave by agreement with the *Chief Executive*.

6.10.3 Effect of other leave

This clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

CLAUSE 6.11 PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER

OPDATE 24:03:2006 on and from

6.11.1 Definitions

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

6.11.1.2 *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.

6.11.1.3 *Personal leave* means leave provided for in accordance with clause 6.1.

6.11.2 Paid personal leave to care for a family member

6.11.2.1 A teacher with responsibilities in relation to a member of the teacher's *family* who need the teacher'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 teacher's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days in any completed year of *continuous service* to provide care and support for such persons when they are ill.

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

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

- 6.11.2.4 The teacher must, if required by the **Chief Executive**, 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.
- 6.11.2.5 In normal circumstances a teacher must not take **personal leave to care for a family member** where another person has taken leave to care for the same person.
- 6.11.2.6 The teacher must, where practicable, give the **Chief Executive** 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 teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher must notify the **Chief Executive** by telephone of such absence at the first opportunity on the day of the absence.
- 6.11.2.7 The amount of **personal leave to care for a family member** taken is to be deducted from the amount of the teachers **personal leave** credit.

6.11.3 Unpaid personal leave to care for a family member

- 6.11.3.1 Where a teacher has exhausted all paid **personal leave** entitlements, a teacher may elect, with the consent of the **Chief Executive**, 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.
- 6.11.3.2 The **Chief Executive** and the teacher shall agree upon the period of unpaid **personal leave to care for a family member** which may be taken.
- 6.11.3.3 In absence of the agreement between the **Chief Executive** and the teacher, the teacher is entitled to take up to two days of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

6.11.4 Temporary relieving teachers responsibilities

- 6.11.4.1 Casual teachers are not entitled to **personal leave to care for a family member** or bereavement leave but subject to the notice and evidentiary requirements in 6.10 and 6.11, 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.
- 6.11.4.2 The period for which the teacher will be entitled to not be available to attend work for each occasion in clause 6.11.4.1 is:
 - (a) the period agreed upon between the **Chief Executive** and the teacher; or
 - (b) up to 48 hours (or 2 days) per occasion.
- 6.11.4.3 The casual teacher is not entitled to any payment for the period of non-attendance under this clause.
- 6.11.4.4 A **Chief Executive** must not fail to re-engage a casual teacher because the teacher accessed the entitlement provided for under this clause. The rights of a **Chief Executive** to engage or not to engage a casual teacher are otherwise not affected.
- 6.11.4.5 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.

TEACHERS (DECS) AWARD

SCHEDULE 1. SALARIES

OPDATE 01:07:2019 1st pp on or after

1. TEACHERS IN PRIMARY, JUNIOR PRIMARY AND SECONDARY SCHOOLS

1.1	Incremental Step	Salary (\$)
	Special Authority	52,487
	1	54,518
	2	56,518
	3	58,517
	4	60,373
	5	62,235
	6	64,233
	7	66,234
	8	68,164

- 1.2 (1) A teacher shall be paid in accordance with the above salary range with minimum salaries appropriate to the incremental step specified in the schedule below.
- (2) The commencing salary for a teacher on appointment shall 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 sub clause (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 shall be reduced by one incremental step.
- (3) On appointment a teacher shall be entitled to an incremental progression credit calculated in accordance with Clause 4.2 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 *officer* the next higher increment shall 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:

$$\begin{array}{lcl} \text{Periods of prior experience to be recognised} & \times & \underline{365} \\ \text{expressed in full-time teacher } \textit{duty days} \text{ equivalent} & & 207 \end{array}$$

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

In the event of any *dispute* arising as to whether the above provisions should be applied in a particular case it shall be dealt with by the *Commission*.

1.3 The Qualifications Schedule

Commencing
Incremental Step

On appointment where a teacher:

- | | | |
|-----|--|-------------------|
| (1) | Has completed a minimum of six classification units, including at least two professional units as prescribed in the Department's Administrative Instructions and Guidelines. | Special Authority |
| (2) | Holds or has completed the requirements for either a <i>Bachelor of Teaching</i> or other <i>degree</i> for which the prescribed course is of three years duration. | 1 |
| (3) | Holds or has completed either: | 1 |
| | * a <i>Bachelor of Education</i> | |
| | * A Bachelor of Teaching and any | |
| | * <i>Graduate Diploma in Teaching</i> or | |
| | * <i>Graduate Diploma in Education</i> | |
| | * a Degree for which the prescribed course is of three years duration | |
| | * and a Graduate Diploma in Education. | |
| (4) | Holds or has completed a degree for which the prescribed course is 4 years, Honours or higher degree (other than a Bachelor of Education or a Bachelor of Fine Arts). | 1 |
| (5) | Holds or has completed a degree for which the prescribed course is 4 years, Honours or higher degree (other than a Bachelor of Education or a Bachelor of Fine Arts) and a Graduate Diploma in Education. | 2 |
| (6) | Has not completed a qualification from a <i>Tertiary Institution</i> , the commencing salary shall be as assessed by the <i>Chief Executive</i> having regard to qualifications and experience of the teacher. | |
| (7) | Has completed the requirements for a tertiary award prior to appointment and provides the <i>Chief Executive</i> with an academic record as referred to in sub clause 1.7 of this Schedule shall be paid the appropriate salary step from the date of appointment. | |

1.4 After appointment where a teacher:

- (1) Who is not a graduate and who subsequently completes the requirements for a Bachelor of Teaching, a Bachelor of Education or a degree, shall be given credit for one additional increment.
- (2) Who is not a graduate and who subsequently completes the requirements for an honours degree or a higher degree shall be given credit for two additional increments.
- (3) Who is a graduate but not an honours graduate or the holder of a higher degree and who subsequently completes the requirements for an honours degree or a higher degree shall be given credit for one additional increment provided that such advancement shall only be available where the *Chief Executive* has determined that such honours degree or higher degree is relevant to both the professional development of the teacher and the needs of the *Department*.

- (4) Who holds a Bachelor of Teaching and subsequently completes any of the Graduate Diplomas in Teaching or a Graduate Diploma in Education or holds a degree and subsequently completes a Graduate Diploma in Education, shall be credited with one additional increment.
- 1.5 All increments payable to teachers under sub clause 1.4 are subject to the minimum step provisions prescribed for in sub clause 1.3 hereof.
- 1.6 All increments payable pursuant to sub clause 1.4 hereof shall be effective from the first day of the month following the conclusion of the term or semester in which the course was completed, except where the term or semester concludes between 1 September and 31 December payment will be made from 1 January in the year following the year in which the requirements are completed.
- 1.7 The requirements for a tertiary qualification shall be deemed to be completed for the purposes of this clause if the teacher obtains from the tertiary institution concerned a statement of academic record indicating:
- (1) The requirements of the course have been completed,
 - (2) The date on which the requirements were completed,
 - (3) The teacher is eligible for the award and the date on which the award will be made.

2. ADVANCED SKILLS TEACHERS

	\$ per annum
(1) Advanced Skills Teacher 1	69,956
(2) Advanced Skills Teacher 2	73,127
(3) Advanced Skills Teacher 3	76,297

3. PRIMARY AND JUNIOR PRIMARY SCHOOLS

	\$ per annum
(1) Key Teacher	70,553
(2) Coordinator	72,183
(3) Assistant Principal	73,850
(4) Deputy Principal	75,502
(5) Primary Principal 3	75,502
(6) Primary Principal 2, Jnr Primary Principal 1	83,542
(7) Primary Principal 1, Jnr Primary Principal A	88,628
(8) Primary Principal A	95,172

4. SECONDARY SCHOOLS

	\$ per annum
(1) Key Teacher	70,553
(2) Coordinator/Senior	75,502
(3) Assistant Principal/Special Senior	79,766
(4) Deputy Principal	83,542
(5) Principal:	
Class 2	88,628
Class 1	94,298
Class A	102,799
(6) Senior Instrumental Teachers:	

Senior Instrumental Teachers shall be paid the rate prescribed for Seniors in Secondary schools.

5. AREA SCHOOLS

- (1) Teachers - The rates fixed for corresponding teachers in Primary, Junior Primary and Secondary Schools.
- (2) Senior and Special Seniors - The rates prescribed for corresponding teachers in Secondary Schools.
- (3) Key Teacher \$70,553 per annum
- (4) Coordinator - The rates fixed for corresponding teachers in Primary, Junior Primary and Secondary Schools.
- (5) Assistant Principal - The rates fixed for corresponding teachers in Primary, Junior Primary and Secondary Schools.

	\$ per annum
(6) Deputy Principals	78,063
(7) Principals:	
Class 3	78,063
Class 2	85,765
Class 1	90,723
Class A	99,089

6. PRINCIPAL AND DEPUTY PRINCIPAL CLASSIFICATION STRUCTURE

- (a) The rate of pay to apply on and from 1 July 1997 for a person occupying a position immediately prior 1 July 1997 in the following categories, namely:

Junior Primary Deputy Principal, Primary Deputy Principal, Primary Principal 3, Area Deputy Principal, Area Principal Class 3, Secondary Deputy Principal, Primary Principal 2, Junior Primary Principal 1, Area Principal Class 2, Secondary Principal 2, Primary Principal 1, Area Principal Class 1, Secondary Principal Class 1, Junior Primary Principal A, Primary Principal A, Area Principal Class A and Secondary Principal Class A,

will be the rate applicable to the classification of the principal or deputy principal positions in schools in the classification structure PCO1 - PCO8.

- (b) The classification of principal and deputy principal positions in schools which replaces the classifications referred to in the preceding paragraph on and from 1 July 1997, will determine the salary of the person occupying such position. The classification structure and rates to apply on and from 1 July 1997 will be as follows:

	\$ per annum
PCO8	105,115
PCO7	101,079
PCO6	97,044
PCO5	93,010
PCO4	88,973
PCO3	84,938
PCO2	80,903
PCO1	76,868

where PCO1 is the lowest classification level and PCO8 is the highest classification level.

- (c) Where a deputy principal position in a school is established, the deputy principal position shall be classified in relation to the classification level of the principal position at that particular school, as determined by the following table:

Deputy Principal Position Levels	Principal Position Levels
PCO4	PCO8
PCO3	PCO6, PCO7
PCO2	PCO5
PCO1	PCO2, PCO3, PCO4

- (d) Those persons who are not appointed to a principal or deputy principal position at the end of any fixed term appointment (FTA) as a principal or deputy principal will be entitled to a placement and a “guaranteed salary”;
- (1) In the case of permanent employees with a substantive classification of principal or deputy principal immediately prior to 1 July 1997, the “guaranteed salary” will be the salary as shown in the table appearing in (e) below.
 - (2) In the case of permanent employees who occupy a position of principal or deputy principal at 1 July 1997 on a FTA basis, and who have become entitled, or will become entitled to a deputy principal “fallback” position because they have held appointments made prior to 1 July 1997 as a principal or deputy principal or a combination of such appointments continuously for five years, the “guaranteed salary” of the appropriate deputy principal position will be the salary as shown in the table appearing in (e) below.

The category of deputy principal position for “fallback” purposes is the category of school to which the person was appointed at the time of gaining the “fallback” entitlement.

- (e) The following table will be used for the purpose of determining the “guaranteed salary” to apply on and from 1 December 1998, for persons subject to subclause (d) above:

Substantive classification guaranteed under the structure applying immediately prior 1 July 1997	Guaranteed Salary
Junior Primary DP	PCO1
Primary DP	PCO1
Primary Principal 3	PCO1
Area DP	PCO1 x 1.01956
Area Principal 3	PCO1 x 1.01956
Secondary DP	PCO2 x 1.04039
Primary Principal 2	PCO2 x 1.04039
Junior Primary Principal 1	PCO2 x 1.04039
Area Principal 2	PCO3 x 1.01194
Secondary Principal 2	PCO3 x 1.05318
Primary Principal 1	PCO3 x 1.05318
Area Principal 1	PCO5 x 1.02386
Secondary Principal 1	PCO5 x 1.01664

7. HOURLY PAID INSTRUCTORS

- (1) In accordance with the decision of the Full Commission in the *2012 Casual Loading Case*, [2012] SAIRComm 1 and the decision in *Teachers (DECS) Award and Preschool (Kindergarten) Teaching Staff Award*, [2013] SAIRComm 3, the rates of pay for Hourly Paid Instructors pursuant to this Award will be deemed to incorporate a 25% loading.

	\$ per hour
1. Instructor Class IV	49.70
2. Instructor Class III	68.30
3. Instructor Class II	71.00
4. Instructor Class I	
Minimum	73.65
Maximum	136.60

The hourly rate determined by the *Chief Executive* for Instructor Class 1 shall fairly recognise the qualifications and experience of the Instructor and the work to be performed having regard to minimum and maximum rates as prescribed. Any dispute as to the rate payable shall be heard and determined in accordance with the dispute resolution procedure of the Award and may be referred to the *Commission*.

- (2) Instructors engaged for the purpose of driving instruction or swimming instruction shall be paid the rate payable to an Instructor Class IV.
- (3) Instructors in charge of swimming centres shall be paid at the rate applicable to the next class above that applicable to the swimming instructors whom they supervise.

7A SWIMMING AND AQUATIC INSTRUCTORS

In accordance with the decision of the Full Commission in the *2012 Casual Loading Case*, [2012] SAIRComm 1 and the decision in *Teachers (DECS) Award and Preschool (Kindergarten) Teaching Staff Award*, [2013] SAIRComm 3, the rates of pay for Swimming and Aquatic Instructors pursuant to this Award will be deemed to incorporate a 25% loading.

	\$ per hour
(1) Instructor in Charge (IC)	48.75
(2) 2nd in Charge	42.20
(3) Senior Instructor	38.20
(4) Instructor	35.65
(5) Assistant Instructor	24.30 *

* The *Declaration of the Minimum Standard for Remuneration Pursuant to s.69(3) of the Fair Work Act 1994* provides that as from the first pay period commencing on or after 1 July 2019 all **adult casual employees** (as defined) are to be paid a minimum hourly rate of \$24.81 for each hour.

8. SUPERVISION OF PRACTICAL TEACHER TRAINING

Principals or teachers delegated by them, who are engaged in the supervision of training duties shall be paid at the rate of \$1.53 per student per day subject to Clause 5.11.1 of the award.

Teachers who are engaged in training duties shall be paid \$32.08 per day subject to Clause 5.11.2 of the award.

9. TEACHERS OF SPECIAL CLASSES

Teachers who are appointed as teachers of special classes shall be paid an allowance of \$1,342 per annum.

10. SAFETY NET ADJUSTMENTS

The rates of pay in this Award include the safety net adjustment payable under the *2019 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 *2019 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.

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 *2019 State Wage Case and Minimum Standard for Remuneration* on the grounds of serious economic adversity. The merit of such application will be determined in light of the particular circumstances of each case and the impact on employment at the enterprise level. 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.

TEACHERS (DECS) AWARD

SCHEDULE 2. LOCALITY ALLOWANCES

OPDATE 01:07:2019 on and from (cl. 3 & 4)

OPDATE 01:07:2019 1st pp on or after (cl. 1 & 2)

Teachers located at the following schools shall be paid the following allowances:-

1. Compensation for adverse environment

	\$ per annum
<i>Group 1</i>	4,623
Murpitja	
Pipalyatjara	
Oak Valley	
Watarru	
<i>Group 2</i>	3,604
Amata	
Ernabella	
Fregon	
Indulkana	
Kenmore Park	
Mimili	
Mintabie	
Oodnadatta	
<i>Group 3</i>	2,862
Andamooka	
Coorabie	
Marree	
Roxby Downs	
Yalata	
<i>Group 4</i>	2,133
Cooper Pedy	
<i>Group 5</i>	1,423
Koonibba	
Penong	
<i>Group 6</i>	709
Leigh Creek	
Woomera	
<i>Group 7</i>	572
Hawker	
Karkoo	
Karcultaby	
Miltaburra	
Port Kenny	
Wharminda Siding	
Yunta	

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

- (1) Teachers who are appointed to a 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 31 cents per kilometre each way for the distance by the nearest practical road route and from the school in question to the GPO Adelaide less 320 kilometres.

Provided, however, that in the case of teachers appointed to 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 schools in groups 1 to 6 inclusive referred to above 4 trips per annum.
 - * In respect of all schools other than those detailed in paragraph (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.
- (2) In respect of 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 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.

3. Motor Vehicle - Allowance in Respect of Abnormal Depreciation

- (1) In respect of schools other than Yalata, listed in groups 1, 2, 3 and 4 of clause 1 of this Schedule - \$4,187 per annum.
- (2) In respect of schools listed in Groups 5 and 6 of clause 1, together with Yalata - \$1,754 per annum.

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

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

Group 1	Group 2	Group 3	Group 4
Amata	Coober 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	
Murpitja	Wharminda Siding	Lock	
Oak Valley		Streaky Bay	
Oodnadatta		Tumby Bay	
Pipalyatjara		Ungarra	
Roxby Downs		Yunta	
Watarru		Woomera	
Yalata		Wudinna	

	Teacher without a spouse per annum \$	Teacher Cohabiting with a dependent spouse per annum \$
Group 1	1,081	2,180
Group 2	876	1,747
Group 3	644	1,281
Group 4	587	1,140

In addition to the allowances provided above, teachers who have dependent children and who are appointed to 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 teacher is a parent (whether resident with such teacher or not) and who is wholly or substantially maintained by such 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	644	523	440	347
For the 2nd and each subsequent dependent child	440	347	269	233

TEACHERS (DECS) AWARD**SCHEDULE 3 SWIMMING AND AQUATICS INSTRUCTORS**

OPDATE 21:05:2009 1st pp on or after

1. Key Outcomes and Associated Activities**1.1 Instructor in Charge**

- (a) Ensure that a swimming and/or aquatics and water safety program appropriate to the needs of students has been developed by consulting with school staff, and implemented in accordance with swimming and aquatics policies, particularly in relation to instructor-student ratios and time allocations.
- (b) Ensure that programs have been implemented in accordance with a range of department policies and guidelines including:
 - (i) Occupational health and safety;
 - (ii) Equal opportunity;
 - (iii) Mandatory notification;
 - (iv) Grievance and harassment.
- (c) Ensure that safety procedures at the centre have been documented and implemented and are understood by all staff and students and practised by them on a regular basis.
- (d) Select instructors on the basis of merit for teaching the program, ensuring that the selected instructors hold current employment eligibility by checking appropriate documentation from the swimming and aquatics unit.
- (e) Provide support to instructors in the development of their skills as instructors by providing accurate and sensitive feedback on the quality of their work and appropriate training and development activities.
- (f) Ensure that the administrative requirements of the program have been undertaken effectively and efficiently by:
 - (i) Submitting accurate pay claim documentation promptly;
 - (ii) Maintaining department equipment securely in a safe and serviceable condition;
 - (iii) Maintaining clearly documented and audited financial reports.
- (g) Ensure curriculum and reporting standards are met through the implementation of Developmental Records and SACE.

1.2 2nd In Charge

- (a) Contribute as a member of the management group of the centre to the development and implementation of a high quality aquatics program appropriate to the learning needs of students.
- (b) Instruct in the program and provide support and direction to instructors in the development of their skills and implementation of appropriate policies and procedures, including occupational health and safety.
- (c) Contribute to the effective and efficient coordination of school aquatic programs and aquatic instructors.
- (d) Assist the Instructor in Charge with the supervision and performance development of instructors.
- (e) Contribute to the provision and implementation of curriculum and reporting standards.
- (f) Assume the responsibilities of the Instructor in Charge as required.

- (g) Assist with the efficient and effective completion of administrative requirements.
- (h) Provide coordination of programs at a centre where more than one site is used at the same time.

1.3 Senior Instructor

- (a) Contribute as a member of the management group of the centre to the development and implementation of an aquatics program appropriate to the learning needs of students.
- (b) Ensure the program is delivered in accordance with DECS and Aquatics Centre policies and guidelines including occupational health and safety.
- (c) Instruct in the program and provide support for instructors in the development of their skills as instructors.
- (d) Assume responsibility for the program at sites used by the Centre where an Instructor in Charge or 2IC is not present to provide direct supervision.

1.4 Instructor

- (a) Ensure that a high standard swimming and/or aquatics and water safety program appropriate to the needs of students has been delivered to students by:
 - (i) Ensuring that lessons have been well planned and organised and have commenced punctually;
 - (ii) Ensuring that all students are aware of safety procedures and practiced emergency procedures as appropriate;
 - (iii) Providing students and their teachers with feedback on achievements of learning outcomes.
- (b) Ensure the safety of students with specific health care needs by examining student medical information and establishing appropriate arrangements for these students prior to the commencement of lessons.
- (c) Ensure the observance of all safety precautions by implementing appropriate behaviour management practices and modelling safety practices by wearing sun protection and whistles as required.

1.5 Assistant Instructor

- (a) Assist an instructor or teacher in the teaching of a class by working with an individual or a small group of students on developing specific skills.
- (b) Support instructors or teachers working with students with special needs by providing individual or small group instruction for these students under direct supervision of an instructor.
- (c) Provide assistance for a range of non-instructional aspects of the program.
- (d) Contribute to the observance of safety precautions by modelling safety practices such as wearing sun protection and whistles and participating in regular emergency procedure practices.

2. Swimming and Aquatics – Cancellation of Lessons

- 2.1 Each Instructor in Charge, 2nd In Charge, Senior Instructor, Instructor and Assistant Instructor (Instructor) will be provided with a weekly roster of work stating the guaranteed hours of engagement for that week.
- 2.2 The number of hours may be varied by agreement between the Instructor and Instructor in Charge.
- 2.3 An Instructor who is absent without reasonable cause will not be entitled to payment.
- 2.4 An Instructor will be entitled to payment of the guaranteed rostered hours as published for the week if the lessons are cancelled.

3. Swimming and Aquatics – Higher Duties

- 3.1 Where a Centre only has an Instructor in Charge (IC) higher duties may be approved for an Instructor to act in this role as there is an additional responsibility accepted by an Instructor even though they would not undertake the complete role where time is limited.
- 3.2 The Instructor to be paid at Senior Instructor (SI) (or Second Instructor in Charge (2IC)) level for short-term (periods of more than 1 day but less than 5 days) and at Instructor in Charge rates for 5 or more consecutive days.
- 3.3 At Centres where there is an Instructor in Charge and Second Instructor in Charge, the 2IC accepts this responsibility as part of their role unless the period is 5 or more consecutive days. Only where the IC and 2IC are away would the higher duties process apply.
- 3.4 Similarly, where a Centre has an Instructor in Charge and a Second Instructor in Charge and Senior Instructors that the IC or 2IC act in or cover the lower positions (i.e. 2IC or SI). Only where both the IC and 2IC are away would the higher duties process apply for Senior Instructor acting as Instructor in Charge or Instructor acting as Senior Instructor.
- 3.5 Written approval by the Program Manager in advance is required for higher duties to be paid.

4. Aquatics Centres – Pack up and Set up Time

- 4.1 Where an aquatics instructor is required to undertake duties to set up and pack up a program, this time shall be counted as time worked and paid at the rate applicable to their classification.
- 4.2 Normally up to 15 minutes to set up and up to 15 minutes to pack up per instructor will be an appropriate length of time to be provided.
- 4.3 The instructor in charge, in consultation with the instructors at the Aquatics Centre, will determine how the time is allocated amongst instructors.
- 4.4 Additional support for set up and pack up can be negotiated with the Manager, Sport, Swimming and Aquatics, where appropriate.
- 4.5 Additional support will be provided for set up and pack up, in centres where towing of equipment, and travel to and from the aquatic centre base is required.

APPLICATIONS FILED

<i>Case No</i>	<i>Description of Document</i>
00414/2001	AWARD VARIATION Award Varied. Sch. 2 Locality Allowances. Oupdate 01/07/2000.
04503/2001	AWARD VARIATION Award varied. Sch. 2 Locality Allowances. Oupdate 01/07/2001.
02840/2002	AWARD VARIATION Award varied. Sch. 2 Locality Allowances. Oupdate ppc 01/07/2002.
07751/2002	AWARD VARIATION Award varied. Cl. 1.1 Title (changed from: "Teachers (DETE) Award" to "Teachers (DECS) Award"), Cl. 1.5 Definitions, Sch. 1 Salaries, Sch. 2 Locality Allowances re SWC 2000, 2001 & 2002. Oupdate ppc 26/11/2002.
04312/2003	AWARD VARIATION Award varied. Sch. 2 Locality Allowances. Oupdate ppc 01/07/2003.
00349/2004	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch. 2 Locality Allowances (cl.1 re adverse environment) re SWC 2003. Oupdate ppc 26/11/2003.
04240/2004	AWARD VARIATION Award varied. Sch. 2 Locality Allowances re reimbursement of expenses SWC 2004. Oupdate ppc 01/07/2004.
02156/2005	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch. 2 Locality Allowances re SWC 2004. Oupdate ppc 26/11/2004.
04015/2005	AWARD VARIATION Award varied. Sch. 2 Locality Allowances. Oupdate ppc 01/07/2005.
04744/2005	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch. 2 Locality Allowances re SWC 2005. Oupdate ppc 26/11/2005.
00957/2006	AWARD VARIATION Award varied. Cl. 1.5 Definitions, Cl. 4.2 Incremental Progression, Cl. 5.7 Advanced Skills Teacher, Cl. 6.9 Officers on Secondment, Sch. 1 Salaries re "Special Authority", teacher classification scale & swimming & aquatic instructors. Oupdate 15/03/2006.
01550/2006	AWARD VARIATION Award varied. Schedule 1 Salaries re supervision of practical teacher training allowance. Oupdate 27/03/2006.
01733/2006	AWARD VARIATION Award varied. Cl. 1.5 Definitions, Cl. 6.1 Personal Leave - Injury & Sickness, Cl. 6.7 Parental Leave, New Cl. 6.10 Bereavement Leave, New Cl. 6.11 Personal Leave to Care for a Family Member. Oupdate 24/03/2006.
05258/2006	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch. 2 Locality Allowances re General Appln to Review Wages 2006. Oupdate ppc 26/11/2006.
01073/2007	AWARD CONDITIONS Re Certain conditions of employment of Teachers appointed under Education Act 1972. Decision issued [2009] SAIRC 37.
01901/2007	AWARD VARIATION Award varied. New Cl. 5.14 Instrumental Music Teachers Allowance. Oupdate ppc 26/11/2006.

<i>Case No</i>	<i>Description of Document</i>
06669/2007	AWARD VARIATION Award varied. Sch. 2 Locality Allowances. Oupdate 01/07/2007 & 01/10/2007.
06866/2007	AWARD VARIATION Award varied. Cl. 5.14 Instrumental Music Teachers Allowance, Sch. 1 Salaries, Sch. 2 Locality Allowances re SWC 2007. Oupdate ppc 26/11/2007.
02162/2008	AWARD VARIATION Award varied. Cl. 5.9 Travel & Accommodation Expenses - Medical & Dental Treatment re definition of prescribed teacher after 10 years. Oupdate 07/05/2008.
03210/2008	AWARD VARIATION Award varied. Sch. 2 Locality Allowances. Oupdate 01/07/2008.
06078/2008	AWARD VARIATION Award varied. Cl. 5.14 Instrumental Music Teachers Allowance, Sch. 1 Salaries, Sch. 2 Locality Allowances re SWC 2008. Oupdate ppc 01/10/2008.
00559/2009	AWARD VARIATION Award NOT varied. Appln withdrawn re Swimming & Aquatics Instructors.
03752/2009	AWARD VARIATION Award varied. New Sch. 3 Swimming & Aquatics Instructors. Oupdate ppc 21/05/2009.
05772/2009	AWARD VARIATION Award varied. Cl. 5.14 Instrumental Music Teachers Allowance, Sch. 1 Salaries, Sch. 2 Locality Allowances re SWC 2009. Oupdate ppc 01/10/2009.
06971/2009	AWARD VARIATION Award varied. Cl. 5.7 Advanced Skills Teacher. Oupdate 22/12/2009.
04703/2010	AWARD VARIATION Award varied. Cl. 5.14 Instrumental Music Teachers Allowance, Sch. 1 Salaries, Sch. 2 Locality Allowances re SWC 2010. Oupdate ppc 01/10/2010.
01441/2011	AWARD VARIATION Award varied. Sch. 2 Locality Allowances. Oupdate 01/07/2010.
02963/2011	AWARD VARIATION Award varied. Sch. 2 Locality Allowances (cl. 3 & 4). Oupdate 01/07/2011.
04084/2011	AWARD VARIATION Award varied. Cl. 5.14 Instrumental Music Teachers Allowance, Sch. 1 Salaries, Sch. 2 Locality Allowances re SWC 2011. Oupdate ppc 01/10/2011.
00115/2012	AWARD VARIATION Award varied. Sch. 1 Salaries (7 - Hourly Paid Instructors and 7A - Swimming & Aquatic Instructors) re Casual Loading Case see [2013] SAIRComm 3. Oupdate 19/04/2013 (phasing-in arrangements from ppc 01/01/2012, 01/07/2012, 01/07/2013 & 01/07/2014).
02151/2012	AWARD VARIATION Award varied. Sch. 2 Locality Allowances (cl. 3 & 4). Oupdate 01/07/2012.
02679/2012	AWARD VARIATION Award varied. Cl. 5.14 Instrumental Music Teachers Allowance, Sch. 1 Salaries, Sch. 2 Locality Allowances (cl. 1 & 2) re SWC 2012. Oupdate ppc 01/07/2012.

<i>Case No</i>	<i>Description of Document</i>
05509/2012	AWARD VARIATION Award varied. New Cl. 5.15 Meal Break (opdate 01/01/2013); Sch. 2 Locality Allowances (re cost of commuting from distant schools, update 24/01/2013).
02836/2013	AWARD VARIATION Award varied. Sch. 2 Locality Allowances (cl. 3 & 4) re expense related allowances. Oupdate ppc 01/07/2013.
03102/2013	AWARD VARIATION Award varied. Cl. 5.14 Instrumental Music Teachers Allowance, Sch. 1 Salaries, Sch. 2 Locality Allowances (cl. 1 & 2) re SWC 2013. Oupdate ppc 01/07/2013.
03231/2014	AWARD VARIATION Award varied. Sch. 2 Locality Allowances (cl. 3 & 4) re expense related allowances. Oupdate 01/07/2014.
04372/2014	AWARD VARIATION Award varied. Cl. 5.14 Instrumental Music Teachers Allowance, Sch. 1 Salaries, Sch. 2 Locality Allowances (cl. 1 & 2) re SWC 2014. Oupdate ppc 01/07/2014.
03276/2015	AWARD VARIATION Award varied. Sch. 2 Locality Allowances (cl. 3 & 4) re expense related allowances. Oupdate 01/07/2015.
6638/2015	AWARD VARIATION Award varied. Cl. 5.14 Instrumental Music Teachers Allowance, Sch. 1 Salaries, Sch. 2 Locality Allowances (cl. 1 & 2) re SWC 2015. Oupdate ppc 01/07/2015.
9373/2015	AWARD VARIATION Appln Withdrawn re Sch. 2 Locality Allowances - vacation periods, cost of commuting from distant schools
3188/2016	AWARD VARIATION Award varied. Cl. 5.14 Instrumental Music Teachers Allowance, Sch. 1 Salaries, Sch. 2 Locality Allowances (cl. 1 & 2) re SWC 2016. Oupdate ppc 01/07/2016.
2580/2016	AWARD VARIATION Award varied. Sch. 2 Locality Allowances (cl. 3 & 4) re expense related allowances. Oupdate 01/07/2016.
3277/2017	AWARD VARIATION Award varied. Cl. 5.14 Instrumental Music Teachers Allowance, Sch. 1 Salaries, Sch. 2 Locality Allowances (cl. 1 & 2) re SWC 2017. Oupdate ppc 01/07/2017.
4089/2017	AWARD VARIATION Award varied. Sch. 2 Locality Allowances (cl. 3 & 4) re expense related allowances. Oupdate 01/07/2017.
2658/2018	AWARD VARIATION Award varied. Sch. 2 Locality Allowances (cl. 3 & 4) re expense related allowances. Oupdate 01/07/2018.
4211/2018	AWARD VARIATION Award varied. Cl. 5.14 Instrumental Music Teachers Allowance, Sch. 1 Salaries, Sch. 2 Locality Allowances (cl. 1 & 2) re SWC 2018. Oupdate ppc 01/07/2018.
2034/2019	AWARD VARIATION Award varied. Sch. 2 Locality Allowances (cl. 3 & 4) re expense related allowances. Oupdate 01/07/2019.

<i>Case No</i>	<i>Description of Document</i>
ET-19-01422	AWARD VARIATION Award varied. Cl. 5.14 Instrumental Music Teachers Allowance, Sch. 1 Salaries, Sch. 2 Locality Allowances (cl. 1 & 2) re SWC 2019. Oupdate ppc 01/07/2019.