



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

IR Squared
(AG2019/4951)

ESSINGTON SCHOOL DARWIN LIMITED ENTERPRISE BARGAINING AGREEMENT 2019-21

Educational services

COMMISSIONER YILMAZ

MELBOURNE, 10 FEBRUARY 2020

Application for approval of the Essington School Darwin Limited Enterprise Bargaining Agreement 2019-21.

[1] An application has been made for approval of an enterprise agreement known as the *Essington School Darwin Limited Enterprise Bargaining Agreement 2019-21* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by IR Squared. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[5] The Agreement is approved and in accordance with s.54, will operate from 17 February 2020. The nominal expiry date of the Agreement is 30 September 2022.



COMMISSIONER

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Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.



THE ESSINGTON SCHOOL DARWIN LTD

ENTERPRISE BARGAINING AGREEMENT 2019 - 21

TABLE OF CONTENTS

Part 1 - Application and Operation of this Agreement	4
1. Title.....	4
2. Persons covered by this Agreement.....	4
3. Agreement prevails	4
4. Commencement and nominal expiry	4
5. Application of Agreement	4
6. Relationship with National Employment Standards.....	4
7. No claims during the nominal period of this Agreement	4
8. Savings clause	4
9. Definitions	4
Part 2 - Principles and Objectives of the Agreement.....	5
10. School Ethos	5
11. Objects of the Agreement	5
Part 3 - General Conditions of Employment for all Employees	5
12. Appointment	5
13. Types of employment.....	6
14. Right to request casual conversion	7
15. Wage rates	8
17. Hourly rates	8
18. Superannuation.....	8
19. Ordinary hours of work - other than for Teachers and Children's Services Employees	9
19.2 Meal and rest breaks during work periods - other than Teachers	9
20. Over-time - other than Teachers.....	9
21. Salary sacrifice	10
22. Sleepover allowance.....	10
23. Staff training and professional development	10
24. Reimbursement of study fees	11
25. First aid training.....	11
26. Vehicle Allowance	12
27. Stand down.....	12
28. Annual leave	12
29. Personal/Carer's leave.....	15
30. Compassionate leave.....	15
31. Leave to deal with family and domestic violence.....	15
32. Parental leave	17
33. Jury duty & voluntary emergency management leave.....	19
34. Public holidays.....	19
35. Attendance at court	19
36. Workplace health & safety	20
37. Long service leave	20
38. Leave without pay	21
39. Reservist Leave	21
40. Trainee arrangements & school based apprenticeships	21
41. Deferred Salary Scheme	22
42. Statement of service	22
43. Employment policies and procedures	22
44. Other employment and conflicts of interest	22
45. Notice of termination	22
46. Redundancy.....	23
Part 4 - Conditions Specific to Teaching Staff	25
47. Induction processes.....	25
48. Ordinary hours of work - Teachers.....	25
49. Workload provisions.....	26
50. Advanced skills teaching allowances	28
Part 5 - Conditions Specific to School Officers.....	30
52. School officers - hours of duty.....	30

53.	School Officer classification.....	30
Part 6 - Conditions specific to Inclusion Support Assistants		37
54.	Inclusion Support Assistant – classification description.....	37
Part 7 - Conditions specific to Children’s Services Employees (CSE)		40
55.	Specific conditions - CSE’s	40
56.	Children’s services classification structure	43
Part 8 - Conditions specific to Miscellaneous workers		46
57.	General Conditions – Miscellaneous workers	46
58.	Classification description - Miscellaneous workers.....	47
Part 9 - Conditions specific to Canteen Employees		50
59.	Classification description – Canteen Employees	50
Part 10 - Consultation and Dispute Procedures.....		51
60.	Individual flexibility arrangements	51
61.	Requests for flexible working arrangements	52
62.	Consultation	53
63.	Consultative arrangements	55
64.	Dispute resolution process	55
65.	Recognition of Union involvement & training.....	56
66.	Renegotiation of Agreement	56
67.	Social networking media	56
PART 11 - Signatories.....		57
Appendix A - Rates of Pay		58
Table 1 - Teachers Full-time Salaries		58
Table 2 - Advanced teacher and Position of responsibility allowances		58
Table 3 - School Officers - Full-time Salaries.....		59
Table 4 - Inclusion Support Assistants - Full-time Salaries.....		60
Table 5 - Miscellaneous Workers - Full-time Salaries		60
Table 6 - Canteen Workers - Full-time Rates (Hourly)		60
Table 7 - Children’s Services Employees - Full-time Rates (Hourly).....		61
Appendix B - Deferred Salary Scheme		62
Appendix C - Supported Wage Scheme		64

Part 1 - Application and Operation of this Agreement

1. Title

This Agreement will be known as Essington School Darwin Limited Enterprise Bargaining Agreement 2019-21.

2. Persons covered by this Agreement

This Agreement is made in accordance with the requirements of the Act between The Essington School Darwin Limited, (ABN 77 082 466 904) and its Employees. The Agreement covers work performed by Employees of The Essington School Darwin Limited employed in the classifications set out in this Agreement. Coverage of the Agreement does not extend to Employees with an annual salary that exceeds the high income threshold, set in accordance with s.333 of the Act.

3. Agreement prevails

Subject to the Act and except where this Agreement expressly provides otherwise, this Agreement operates to the exclusion of any other agreement or industrial instrument.

4. Commencement and nominal expiry

4.1 This Agreement comes into operation on the seventh day after the date of approval by the Fair Work Commission.

4.2 The nominal expiry date of this Agreement is 30 September 2022.

5. Application of Agreement

This Agreement will cover the employment of all Employees in all sites and workplaces occupied by TEISD throughout the Northern Territory.

6. Relationship with National Employment Standards

This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

7. No claims during the nominal period of this Agreement

The Employees agree that they will not pursue any claims against TEISD in respect of their employment during the nominal period of this Agreement. Nothing in this clause prevents TEISD from seeking to vary the Agreement in accordance with the *Fair Work Act 2009* (Cth) or from amending policies, from time to time, that are not included in this Agreement.

8. Savings clause

It is agreed that no current Employee will suffer a loss of ordinary time income or conditions due to the introduction of this Agreement.

9. Definitions

For the purposes of this Agreement:

9.1 "Act" means the Fair Work Act.

9.2 "Agreement" means the Essington School Darwin Limited Enterprise Bargaining Agreement 2019-21.

9.3 "FWC" means the Fair Work Commission.

9.4 "Immediate Family member" means:

- (a) a Spouse, Child, parent, grandparent, grandchild or sibling of an Employee; and
- (b) a Child, parent, grandparent, grandchild or sibling of an Employee's Spouse; and
- (c) "Child" includes an adopted child, a stepchild, an ex-nuptial child and an adult child; and
- (d) "Spouse" includes a former spouse, a de-facto spouse and a former de-facto spouse.

9.5 "Principal/CEO" means the TEISD Principal or in his/her absence, the Principal's nominated delegate.

9.6 "NES" means the National Employment Standards.

9.7 "TEISD" means The Essington School Darwin Ltd, which is the employer.

9.8 "Union" means a representative of a member of that union that has been nominate by a TEISD Employee(s) to act on their behalf.

Part 2 - Principles and Objectives of the Agreement

10. School Ethos

It is agreed that all staff accept a responsibility to understand, develop and promote the vision statement of the School and the aims and objectives and the ethos that derives from those statements.

11. Objects of the Agreement

11.1 In reaching this Agreement, the parties have recognised:

- 11.1.1 There is a mutual responsibility to protect, develop and enhance the quality of education and co-curricular programs offered at TEISD and the public perception of these program;
- 11.1.2 There is a need to maintain a working environment in which education can be provided in harmony with the School's aims, objectives and philosophy;
- 11.1.3 That the School along with other educational institutions, is expected to achieve more with the same level of resources therefore necessitating improvements in productivity and efficiency;
- 11.1.4 That an emphasis on staff welfare will promote care and concern for the wellbeing of all staff, children, parents and the wider school community; and
- 11.1.5 TEISD acknowledges that resource levels are very significantly dependent on the level of Commonwealth and Northern Territory Government recurrent grant support.

Part 3 - General Conditions of Employment for all Employees

12. Appointment

- 12.1 On appointment, TEISD will provide an Employee (other than a casual Employee) with a letter of appointment stating, inter alia, the commencement date, the classification and rate of wages, the ordinary hours of work, position description and the type of employment (i.e. full-time, part-time, fixed-term or casual). The letter of appointment will normally be provided to the Employee within 14 days.
- 12.2 An Employee employed as part-time or fixed-term working less than 38 hours per week will be entitled to pro-rata entitlements to that of a full-time Employee. This includes Workload Provisions for Teachers in addition to Annual Leave, Personal/Carer's Leave and other statutory entitlements for full-time Employees.
- 12.3 Casual Teachers will receive pro-rata entitlements to Workload Provisions, in addition to statutory entitlements for casual Employees.
- 12.4 TEISD will provide new Employees with relevant employer policy and documentation.

13. Types of employment

Employees will be employed in one of the following categories:

- 13.1.1 Full-time employment
- 13.1.2 Part-time employment;
- 13.1.3 Casual-employment; or
- 13.1.4 Fixed term employment.

13.2 Full-time employment

A full-time Employee is an Employee engaged to work an average of 38 ordinary hours per week.

13.3 Part-time employment

- 13.3.1 A part-time Employee is an Employee who is engaged to work on a regular basis where the number of hours is less than 38 hours per week.
- 13.3.2 Other than for children services Employees (see clause 55.3.3), a part-time Employee will be entitled to be paid a minimum of 3 hours of pay for each ordinary hours of work engagement.

13.4 Casual employment

- 13.4.1 A casual Employee is an Employee who is engaged to work on a day-to-day basis and does not have an expectation of regular or ongoing work.
- 13.4.2 School Officers will be paid a casual loading of 28% on the ordinary rate of pay if engaged as a casual.
- 13.4.3 Other than for Children services Employees (see clause 55.4.2) and Teachers (see clause 13.4.4) a casual Employee will be entitled to be paid a minimum of 3 hours of pay for each ordinary hours of work engagement.

13.4.4 Casual Teacher Rates of Pay

- (a) Casual Teachers are paid a loading of 25%, which is in compensation for non-entitlement to all forms of paid leave, except long service leave.
- (b) A casual Teacher will be paid the applicable day rate for an engagement of greater than four hours and half day rate for an engagement of less than four hours in accordance with Appendix A.
- (c) Casual teacher day rates will be calculated as follows:

Tier 1	1-3 years of teaching experience	$(CT1 \div 26.089 \div 10) + 25\%$
Tier 2	4-6 years of teaching experience	$(CT2 \div 26.089 \div 10) + 25\%$
Tier 3	6+ years of teaching experience	$(CT3 \div 26.089 \div 10) + 25\%$

- (d) For the purposes of determining years of teaching experience, 195 days of casual teaching equals one year of full-time Teaching

- 13.4.5 Employees, other than School Officers or Teachers, who are casual Employees will be paid a casual loading of 25% applied to their ordinary time rate of pay.

13.5 Fixed-term employment

- 13.5.1 An Employee who is engaged on either a full-time or part-time basis to:
 - (a) Undertake a specified project for which funding has been made available;
 - (b) Undertake a specified task which has a limited period of operation; or
 - (c) Replace an Employee who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months

14. Right to request casual conversion

- 14.1 A person engaged as a regular casual Employee may request that their employment be converted to full-time or part-time employment.
- 14.2 A **regular casual Employee** is a casual Employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time Employee or part-time Employee under the provisions of this Agreement.
- 14.3 A regular casual Employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- 14.4 A regular casual Employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 14.5 Any request under this sub-clause must be in writing and provided to TEISD.
- 14.6 Where a regular casual Employee seeks to convert to full-time or part-time employment, TEISD may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.
- 14.7 Reasonable grounds for refusal include that:
- 14.7.1 it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of this Agreement, i.e. the casual Employee is not truly a regular casual Employee as defined in paragraph 14.2;
- 14.7.2 it is known or reasonably foreseeable that the regular casual Employee's position will cease to exist within the next 12 months;
- 14.7.3 it is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next 12 months; or
- 14.7.4 it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.
- 14.8 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 14.9 Where TEISD refuses a regular casual Employee's request to convert, it must provide the casual Employee with reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept TEISD's refusal, this will constitute a dispute that will be dealt with under the dispute resolution process in clause 64. Under that procedure, the Employee or TEISD may refer the matter to the FWC if the dispute cannot be resolved at the workplace level.
- 14.10 Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in this clause, TEISD and Employee must discuss and record in writing:
- 14.10.1 the form of employment to which the Employee will convert, i.e. full-time or part-time employment; and
- 14.10.2 if it is agreed that the Employee will become a part-time Employee, the number of hours per week.
- 14.11 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 14.12 Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of TEISD.
- 14.13 A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 14.14 Nothing in this clause obliges a regular casual Employee to convert to full-time or part-time employment, nor permits TEISD to require a regular casual Employee to so convert.
- 14.15 Nothing in this clause requires TEISD to increase the hours of a regular casual Employee seeking conversion to full-time or part-time employment.

- 14.16 TEISD must provide a casual Employee, whether a regular casual Employee or not, with a copy of the provisions of this sub-clause within the first 12 months of the Employee's first engagement to perform work. In respect of casual Employees already employed as at 11 October 2019, TEISD must have provide such Employees with a copy of the provisions of this sub-clause by 1 January 2020.
- 14.17 A casual Employee's right to request to convert is not affected if TEISD fails to comply with the notice requirements in paragraph 14.16.

15. Wage rates

- 15.1 TEISD provides for classifications and salaries for all staff during the term of this Agreement as identified in Appendix A. No Employee will suffer a reduction in wages as a result of moving up through the classification structure.
- 15.2 TEISD will provide wage increases from the first full pay period falling on or after the dates identified in Appendix A for each Employee classification group.
- 15.3 TEISD will provide wage rates which are 3% above either the equivalent NT Government rate or projected NT Government rate, as identified in Appendix A.
- 15.4 TEISD will increase rates of pay for all classifications covered by this Agreement by the following percentages, as calculated on the tables shown in Appendix A.
- (a) An increase of 2% paid from 11 October 2019;
 - (b) An increase of 2% paid from 11 October 2020; and
 - (c) An increase of 2.5% paid from 11 October 2021.
- 15.5 The rates shown in Appendix A - Rates of Pay are inclusive of any salary sacrifice arrangements entered into between TEISD and an individual Employee, in accordance with Clause 21.
- 15.6 Salaries will be paid on a fortnightly basis throughout the year.

16. Junior rates of pay

- 16.1 Junior Employees may be paid the following percentage of the appropriate rate as identified in Appendix A.

Age	Under 16 years of age	45%
	16 years of age	50%
	17 years of age	60%
	18 years of age	70%
	19 years of age	80%
	20 years of age	90%

- 16.2 Junior rates of pay will not apply to Teachers.

17. Hourly rates

The formula to be used for calculation of hourly rates of pay for all non-teaching Employee salaries will be:

Annual rate ÷ 26.089 ÷ (ordinary hours worked per fortnight) = per hour rate.

18. Superannuation

- 18.1 The subject of superannuation is dealt with extensively by federal legislation. That legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 18.2 TEISD at the time of the Agreement is required to contribute 9.5% of an Employee's ordinary time earnings as superannuation. This will be amended in accordance with any changes to the relevant superannuation legislation. Where TEISD is obliged to make superannuation contributions in compliance with the legislation, those contributions will be paid into a complying superannuation fund as notified by an Employee to TEISD, or a complying fund nominated by TEISD, should an Employee fail to make a nomination. On signing of the Agreement, TEISD confirms that their default fund is Australian Super.

18.3 TEISD reserves the right to change their default fund for operational reasons, however, will advise Employees of the new default fund used and provide opportunity for any Employee to elect for contributions to be made to a different fund.

18.4 Contributions to a complying Superannuation fund will be made not less than quarterly.

18.5 Payment of superannuation contributions - Australian Government Paid Parental Leave Scheme

In recognition of the situation by which loss of earnings during maternity are subsidised for Employees under the Australian Government Paid Parental Leave Scheme (PPL) but superannuation contributions are not, TEISD will make superannuation contributions at its expense, at the prescribed Superannuation Guarantee Contribution rate (presently 9.5%), on the Australian Government Paid Parental Leave Scheme payments. The amount of the contribution will be replaced by Australian Government funding for superannuation contributions, if such funding comes in to being at some time in the future. By way of example and to avoid confusion, if future PPL funding of superannuation contributions was set at 5%, TEISD would continue to provide the 4.5% balance of the Superannuation Guarantee Contribution.

19. Ordinary hours of work - other than for Teachers and Children's Services Employees

Note: For Teachers, see clause 48 and Children Service's Employees, see clause 55.9

19.1 Unless otherwise stated in this Agreement the ordinary hours of work for a full-time Employee will be:

- no more than an average of 38 hours per week, and
- to be worked within a span of hours between 0700 to 1900 on Monday to Friday, and
- no more than 8 hours per day, exclusive of meals breaks.

19.2 Meal and rest breaks during work periods - other than Teachers

19.2.1 Breaks will be given as follows:

Hours worked	Rest break	Meal break
Less than 4 hours	No rest break	No meal break
4 hours but less than 5 hours	One 10 minute rest break	No meal break
5 hours but less than 9 hours	One 10 minute rest break	One meal break of at least 30 minutes but not more than 60 minutes
9 hours or more	One or two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours, two rest breaks will be given unless a second meal break is provided	One or two meal breaks of at least 30 minutes but not more than 60 minutes

19.3 An Employee cannot be required to take a rest break or meal break within one hour of commencing or ceasing work. An Employee cannot be required to take a rest break(s) combined with a meal break.

19.4 Rest breaks are paid breaks and meal breaks are unpaid breaks.

19.5 An employee cannot work more than five hours without a meal break.

20. Over-time - other than Teachers

20.1 Work performed in excess of ordinary hours of duty, by full-time, part-time or casual Employees, will be paid for at the following rates:

20.1.1 150% of the applicable ordinary hours of work rate of pay in Appendix A - Rates of Pay for the first 3 hours in excess of 8 hours per day on Monday to Friday and 200% for work thereafter.

- 20.1.2 200% of the applicable ordinary hours of work rate of pay in **Appendix A - Rates of Pay** for work performed between midnight on Friday and 0700 on Monday.
- 20.1.3 100% of the applicable ordinary hours of work rate of pay in **Appendix A - Rates of Pay**, in addition to entitlement to normal hours of pay under clause **34** - Public Holidays and 200% for hours of work performed thereafter.

21. Salary sacrifice

- 21.1 Provided that it does not give rise to an incidence of Fringe Benefits Tax payable by TEISD, an Employee may elect to salary sacrifice payment for superannuation contributions and/or any other salary sacrifice arrangements that are consistent with Income Tax Law.
- 21.2 TEISD is not licensed to and therefore will not provide financial advice and will not accept responsibility in relation to invalid salary sacrifice arrangements for Employees.
- 21.3 Employees will be responsible for the cost of getting professional salary sacrifice advice and agree to repay TEISD for any incidence of fringe benefits tax that arises from their salary sacrifice arrangements.
- 21.4 Employees will be permitted to elect to salary sacrifice into a complying superannuation fund, subject to the applicable superannuation and income tax legislation, and the following:
- 21.4.1 the contribution may be expressed as either a dollar amount or as a percentage of ordinary time earnings;
- 21.4.2 salary sacrifice arrangements will be available to all Employees with the exception of casual employees and those employed on fixed-term contracts for less than a calendar year. Notwithstanding the foregoing, TEISD, at its discretion, may make these arrangements available to casual employees and employees on fixed-term contracts;
- 21.4.3 any arrangements as set out in this clause will be at the Employee's request;
- 21.4.4 the terms of the arrangement will be committed to writing and signed by both the employee and TEISD;
- 21.4.5 a copy of the signed documentation will be held by TEISD and a copy provided to the Employee;
- 21.4.6 Notwithstanding the foregoing, the costs of administration of salary packaging for the purpose of superannuation only will be met by TEISD.

22. Sleepover allowance

A sleepover allowance will be paid to any Employee required to sleepover in an official capacity, e.g. Camps, with the prior approval of the Principal/CEO. The applicable rate of the allowance will be as follows:

\$81.60 per night from the first pay period commencing on or after 11 October 2019;

\$83.25 per night from the first pay period commencing on or after 11 October 2021;

\$85.30 per night from the first pay period commencing on or after 11 October 2022;

23. Staff training and professional development

- 23.1 The parties recognise that training and professional development is a shared responsibility with regard to both time and resources and that staff have an ongoing requirement to participate in training and professional development. Among other issues, requirements on staff members for training and professional development arise from:
- (a) Changes to curriculum;
 - (b) Broad community expectations of TEISD;
 - (c) TEISD policy initiatives;
 - (d) Government requirements, such as NT Teachers Registration Board; and
 - (e) Any other training which may be considered relevant to any aspect of the Schools operations or identified skills requirements for Employees.

- 23.2 TEISD will plan, resource and review appropriate training and professional development programs in consultation with each department and faculty.
- 23.3 Some training and professional development may occur outside TEISD hours and during pupil vacation periods. It is expected that staff will attend such courses on the basis of equivalent time off from ordinary hours for the time in attendance at courses. The time off is to be taken at times that are convenient to the Employee after consultation with TEISD.
- 23.4 TEISD will give due consideration to the personal arrangements of Employees. Employees will give due consideration to the limited opportunities available in Darwin for TEISD to procure professional training for its Employees. In the spirit of goodwill, and with due consideration to prior personal arrangements, Employees will make every effort to attend such courses as they are available.
- 23.5 Teachers**
- 23.5.1 The Principal/CEO will have discretion to make final decisions on the compulsory professional development topics that meet the requirements of the NT Teachers Registration Board.
- 23.5.2 It is accepted that teaching staff will be available for work or work-related activities during stand down time.
- 23.5.3 The use of time during the usual 6 week period of stand down for professional development will equate to no more than four days per calendar year. One of these days will be the final Friday of the December/January holiday period. Periods in addition to the four days during the usual 6 weeks of stand down may be used for professional development by mutual agreement between TEISD and affected teachers. TEISD will endeavour to provide no less than twenty weeks of written notice to staff identifying the recall days to be use for professional development.
- 23.6 Teachers may apply to the Principal/CEO for the reimbursement of annual professional association membership in one incorporated professional teaching subject association (provided that this is in their main current teaching area or is in the association of their choice), in the subject areas of English, Mathematics, Science, Health and Physical Education, Languages and History/Geography. Applications should be accompanied by receipts and approval will be entirely at the discretion of the Principal/CEO.

24. Reimbursement of study fees

- 24.1 Any Employee, after twelve months of continuous service, may apply for reimbursement of HECS fees and or other fees related to courses of study incurred by an Employee who successfully completes courses of study which have had prior approval from the Principal/CEO, which meet the future goals and requirements of TEISD. This approval will be in accordance with the guidelines set by TEISD provided that TEISD will not be liable to reimburse for fees in excess of \$2,500.00 of fees for two units of study or the equivalent thereof (whichever is the lesser) per Employee per calendar year.
- 24.2 An Employee who wishes to apply for reimbursement of fees will apply to the Principal/CEO in writing prior to undertaking or committing to the course. Due to limited resources, the Principal/CEO may not grant reimbursement of courses (or the full course) and approval to grant reimbursement is at the sole discretion of the Principal/CEO. A decision will be supplied to the Employee in writing within a four week period upon receiving the request for reimbursement.
- 24.3 Where TEISD makes a decision to support an Employee with their ongoing study, the Principal/CEO will confirm with the Employee what other support may be available to assist the Employee. This will be at the Principal's/CEO's sole discretion and will be based on the operational requirements and limitations of the school. Such additional assistance may include study leave or examination leave.

25. First aid training

Employees are encouraged to maintain a current senior First Aid certificate. TEISD will pay fees for the course, and Employees will attend in their own time or during stand down in addition to professional development specified at Clause 23.

26. Vehicle Allowance

Where an Employee is required to use their own motor vehicle for work purposes and is authorised in advance to do so, an allowance of \$0.77 cents per kilometre will be paid on production of log book entries. The amount will be adjusted from the first pay period commencing on or after 11 October each year to the amount for the Employee component in Determination 1 of the Commissioner for Public Employment in the Northern Territory in that year.

27. Stand down

27.1 Teachers (other than casual teachers) completing the full school year (40 teaching weeks) will be paid for the full six weeks of stand down.

27.2 Part-time teachers and teachers who commence part way through a year will accrue payment for stand down periods on a pro rata basis.

27.3 Teachers who commence employment part way through a year may not accrue sufficient payment to cover stand down periods. Teachers in this situation may elect to have a portion of their fortnightly earnings withheld and then paid during stand down or non-term periods, e.g. an election to withhold one day of pay per fortnight for 5 pays, then be paid for those 5 days with pro-rata annual leave during the Xmas/New Year break.

27.4 Pro-rata accruals of stand down pay will be payable upon termination of employment.

27.5 Non-teaching Staff / Term Time Employees

27.5.1 Full-time and part-time Employees, who are not employed as Teachers and are employed on a 40 week per year (plus 6 weeks leave) basis may choose to have 48/52 (92%) of their gross fortnightly wage paid over 52 weeks which will entitle them to 6 weeks paid stand down per year.

27.5.2 In such circumstances:

- (a) Employees who complete a full school year will be paid any unused remainder of the wage deductions at the end of the school year with their Annual Leave payment.
- (b) Employees who commence the 48/52 (92%) arrangement part way through the year may not accrue sufficient payment to cover stand down periods. Employees in this situation may elect to have a portion of their fortnightly earnings withheld for payment during stand down or non-term periods, e.g. an election to withhold one day of pay per fortnight for 5 pays, then be paid for those 5 days with pro-rata annual leave during the Xmas/New Year break.

27.5.3 Employees who leave during the school year will be paid the unused remainder of the wage deductions with their pro-rata Annual Leave payment on termination.

28. Annual leave

28.1 This clause applies only to full-time and part-time Employees.

28.2 For each year of service, full-time and part-time Employees are entitled to 6 weeks annual leave (or a proportionate part thereof for service less than a school year) with such leave to be paid at the ordinary time earnings rate of pay that the Employee would receive for working ordinary hours in the period of leave. Except for the amount of annual leave, Employees' annual leave entitlements are in all other respects, in accordance with the relevant provisions of the Act.

28.3 An annual leave loading will be included in the last payment made prior to the Christmas vacation. The annual leave loading will be 17.5% of four weeks' salary, at the rate of pay applicable at the time of payment or an equivalent pro-rata amount.

28.4 TEISD may direct Employees to take any annual leave credited to the Employees, in circumstances where there is a close down of that part of TEISD's business in which the Employees work, specifically Christmas and school holidays. If an Employee does not have enough accrued annual leave to cover all or part of the close down period, the relevant Employees agree that he/she will take leave without pay. Such leave without pay will still count as service and he/she will continue to accrue relevant leave entitlements during those periods.

28.5 Annual leave in advance

- 28.5.1 TEISD and an Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave.
- 28.5.2 An agreement must:
- (a) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (b) be signed by TEISD and the Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
 - (c) TEISD must keep a copy of any agreement under clause 28.5 as an Employee record.
 - (d) If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 28.5, the TEISD may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

28.6 Cashing out of annual leave

- 28.6.1 Paid annual leave must not be cashed out except in accordance with an agreement under clause 28.6.
- 28.6.2 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 28.6.
- 28.6.3 TEISD and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- 28.6.4 An agreement under clause 28.6 must state:
- (a) the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - (b) the date on which the payment is to be made.
- 28.6.5 An agreement under clause 28.6 must be signed by TEISD and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- 28.6.6 The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- 28.6.7 An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- 28.6.8 The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- 28.6.9 TEISD must keep a copy of any agreement under clause 28.6 as an Employee record.

Note 1: Under section 344 of the [Fair Work Act](#), TEISD must not exert undue influence or undue pressure on an Employee to make, or not make, an agreement under clause 28.6.

Note 2: Under section 345(1) of the [Fair Work Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.6.

28.7 Excessive leave accruals: general provision

Note: Clauses 28.7 to 28.9 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. [See Part 2.2, Division 6 of the Fair Work Act.](#)

- 28.7.1 An Employee has an **excessive leave accrual** if the Employee has accrued more than 12 weeks' paid annual leave.
- 28.7.2 If an Employee has an excessive leave accrual, TEISD or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- 28.7.3 Clause 28.8 sets out how TEISD may direct an Employee who has an excessive leave accrual to take paid annual leave.

28.7.4 Clause 28.9 sets out how an Employee who has an excessive leave accrual may require TEISD to grant paid annual leave requested by the Employee.

28.8 Excessive leave accruals: direction by TEISD that leave be taken

28.8.1 If TEISD has genuinely tried to reach agreement with an Employee under clause 28.7.2 but agreement is not reached (including because the Employee refuses to confer), TEISD may direct the Employee in writing to take one or more periods of paid annual leave.

28.8.2 However, a direction by TEISD under paragraph 28.8.1:

- (a) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.7, 28.8 or 28.9 or otherwise agreed by TEISD and Employee) are taken into account; and
- (b) must not require the Employee to take any period of paid annual leave of less than one week; and
- (c) must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
- (d) must not be inconsistent with any leave arrangement agreed by TEISD and Employee.

28.8.3 The Employee must take paid annual leave in accordance with a direction under paragraph 28.8.1 that is in effect.

28.8.4 An Employee to whom a direction has been given under paragraph 28.8.1 may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph 28.8.4 may result in the direction ceasing to have effect. See clause 28.8.2(a).

Note 2: Under section 88(2) of the [Fair Work Act](#), TEISD must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

28.9 Excessive leave accruals: request by Employee for leave

28.9.1 If an Employee has genuinely tried to reach agreement with TEISD under clause 28.7.2 but agreement is not reached (including because TEISD refuses to confer), the Employee may give a written notice to TEISD requesting to take one or more periods of paid annual leave.

28.9.2 However, an Employee may only give a notice to TEISD under paragraph 28.9.1 if:

- (a) the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
- (b) the Employee has not been given a direction under clause 28.8.1 that, when any other paid annual leave arrangements (whether made under clause 28.7, 28.8 or 28.9 or otherwise agreed by TEISD and Employee) are taken into account, would eliminate the Employee's excessive leave accrual.

28.9.3 A notice given by an Employee under paragraph 28.9.1 must not:

- (a) if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.7, 28.8 or 28.9 or otherwise agreed by TEISD and Employee) are taken into account; or
- (b) provide for the Employee to take any period of paid annual leave of less than one week; or
- (c) provide for the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
- (d) be inconsistent with any leave arrangement agreed by TEISD and Employee.

28.9.4 An Employee is not entitled to request by a notice under paragraph 28.9.1 more than 4 weeks' paid annual leave in any period of 12 months.

28.9.5 TEISD must grant paid annual leave requested by a notice under paragraph 28.9.1.

29. Personal/Carer's leave

- 29.1 This clause applies only to full-time and part-time Employees.
- 29.2 Employees are entitled to personal/carers leave in accordance with the relevant provisions of the Act to be paid at the ordinary time earnings rate of pay that the Employee would receive for working ordinary hours in the period of leave.
- 29.3 Employees will accrue 10 day's paid personal/carers leave per annum based on ordinary hours of work. Part-time Employees accrue leave on a pro-rata basis. Personal/carers leave includes carers leave (paid and unpaid), and paid personal sick leave.
- 29.4 Personal/carers leave will be cumulative from year to year.
- 29.5 Personal leave is available where the Employee is suffering an illness or injury, or an unexpected emergency preventing them from attending work. Carers leave is available where an Employee is required to provide care and support to a member of their Immediate Family or Household who is suffering an illness or injury, or an unexpected emergency affecting a member of their immediate family or household which prevents the Employee from attending work in order to provide caring responsibilities.
- 29.6 Employees are entitled to 2 days of unpaid carers leave for each occasion for reasons noted in Clause 29.5.
- 29.7 TEISD require an Employee to provide reasonable proof, such as a doctor's certificate, of the Employee's need to take personal/carers leave where two or more consecutive days are accessed, or where leave is taken either side of a weekend or public holiday. A doctor's certificate will be required for each occasion the Employee takes personal/carers leave once 5 days personal/carers leave has been accessed in the school year.
- 29.8 Failure to provide reasonable proof may result in Employees not being paid for days absent.
- 29.9 Employees are required to personally notify the delegate nominated by the Principal by 7.00am when absent from work due for personal / carers leave. Employees should state the nature of the illness or injury (and person affected) and expected date of return to work.

30. Compassionate leave

- 30.1 This clause applies only to full-time and part-time Employees.
- 30.2 Employees, other than casuals, are entitled to up to 3 paid day's compassionate leave on each occasion a member of the Employee's household or Immediate Family, contracts or develops a personal illness or injury that poses a serious threat to their life, or dies. Such leave is to be paid at the ordinary time earnings rate of pay that the Employee would receive for working ordinary hours in the period of leave.
- 30.3 Employees are required to notify TEISD of their absence and the expected duration of their absence from the workplace.
- 30.4 TEISD may request the Employee to provide satisfactory evidence for the purpose for which they are taking compassionate leave.

31. Leave to deal with family and domestic violence

- 31.1 This clause applies to all Employees, including casuals.

31.2 Definitions

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

Note: A reference to a spouse or de facto partner in the definition of family member in clause includes a former spouse or de facto partner.

31.3 Entitlement to Leave

Note: Upon receipt of a claim under this clause, TEISD will have no alternative but to comply with the reporting requirements of the Domestic and Family Violence Act 2017 and/or the Care and Protection of Children Act 2007 unless it can be assured that those reporting requirements have already been met.

31.3.1 An Employee may take up to 5 days of leave per annum to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an Employee may take leave include but are not limited to:

- (i) attending medical and/or counselling appointments;
- (ii) accessing police services;
- (iii) making arrangements for their safety or the safety of a family member (including relocation);
- (iv) sourcing alternative accommodation;
- (v) accessing legal advice;
- (vi) attending legal proceedings;
- (vii) organising alternative care for members of their immediate family or household;
- (viii) organising alternative education arrangements for their children;
- (ix) rebuilding support networks; and
- (x) other issues related to the personal crisis.

31.3.2 This leave may be taken from the Employee's available personal leave entitlement and may be taken as consecutive or single days or as a fraction of a day and all reasonable requests will be approved. An Employee, if eligible, may access long service leave for the purposes of this provision.

31.3.3 It is not mandatory for the Employee to have exhausted other forms of paid leave prior to accessing leave under this clause.

31.3.4 Notwithstanding the above, TEISD recognises that individual cases deserve individual consideration of what is in the best interests of the Employee and where appropriate TEISD will, in consultation with and by mutual agreement with the Employee and/or a nominated support person, give consideration to other measures such as changes to working patterns; access to more personal leave or accrued long service leave; other forms of paid leave in advance, on a makeup basis or for longer periods at reduced rates; or LWOP.

31.4 Service and continuity

Any time that an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

31.5 Notice and evidence requirements

31.5.1 Notice

- (a) An Employee must give notice of the taking of leave:
 - (i) as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise of the period, or expected period, of the leave.

31.5.2 Evidence

An Employee who has given notice of the taking of leave under clause 31 must, if required by the TEISD, give TEISD evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 31.3.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

31.6 Confidentiality

31.6.1 TEISD must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 31.5.2 is treated confidentially, as far as it is reasonably practicable to do so.

31.6.2 Nothing in clause 31.6.1 prevents TEISD from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

31.7 Supporting another person experiencing domestic violence

31.7.1 An Employee who supports a person experiencing domestic violence may use their available carer's leave to accompany the person on activities related to that personal crisis, or to mind the children of the person to enable them to undertake activities related to such significant matter.

31.7.2 This sub clause applies only where an Employee supports a person who is a member of their immediate family or household.

32. Parental leave

32.1 Parental leave entitlements that Employees may have legislated access to include:

- maternity leave;
- paternity and partner leave;
- adoption leave;
- special maternity leave;
- a safe job and no safe job leave;
- a right to return to old job; and
- Australian Government Paid Parental leave.

32.2 TEISD's Payroll section will provide assistance to Employees in relation to their rights and obligations in relation to parental leave entitlement.

32.3 Eligible TEISD Employee entitlements in addition to legislated Parental leave entitlements are as follows:

32.3.1 Maternity Leave:

- (a) An Employee with at least 12 months continuous service will be entitled to 14 weeks paid maternity leave, or 28 weeks at half pay and up to 104 weeks unpaid maternity leave (inclusive of any paid entitlements). Paid leave will be paid at the ordinary time earnings rate of pay that the Employee would receive for working ordinary hours in the period of leave (or half pay as is applicable).
- (b) When an Employee elects to take paid maternity leave at half pay, the period of paid leave that will count for accrual of other entitlements applies on a pro-rata basis, i.e. 14 weeks of service not 28.
- (c) For an Employee to access further paid maternity leave, she must for each occasion return to work for another continuous 12 month period. This clause does not affect an Employee's entitlement to unpaid maternity leave.
- (d) Payments will continue to be made on a fortnightly basis.
- (e) The Employee will notify TEISD at least 10 weeks in advance of the anticipated commencement of maternity leave and identify their expected confinement date and the total period of leave to be taken. Return from unpaid maternity leave should coincide with the commencement of a new school term, unless alternative arrangements have been made with the Principal/CEO.
- (f) TEISD may require the Employee to provide a medical certificate stating that the Employee is pregnant and the expected date of birth.
- (g) Where an Employee continues to work within the 6 weeks immediately prior to the expected date of birth, or where the Employee elects to return to work within 6 weeks after the birth of the child, TEISD may require the Employee to provide a medical certificate stating that she is fit to work her normal duties.

- (h) Where an Employee has not yet commenced maternity leave and suffers from an illness related to the pregnancy, the Employee may be granted paid personal leave to which she is entitled and further unpaid leave.
- (i) Where an Employee has an entitlement to long service leave at eight (8) years of service the Employee may apply to take leave at the end of the Employee's maternity leave. The Employee will not give less than 10 weeks' notice in writing prior to the commencement of maternity leave of her intention to claim paid long service leave.

32.3.2 Paid Special Maternity leave

- (a) Provided that the 12 months of continuous service eligibility requirement is met, if the pregnancy of an Employee ends through still birth, the Employee will be entitled to leave of absence that is in the best interests of the Employee's wellbeing before return to work. Subject to substantiation by medical certificate, an Employee in this circumstance will be entitled to the following:
 - (i) up to a maximum of 14 weeks of paid special maternity leave for absence during the medically recommended period for recovery of fitness to return to work; and
 - (ii) available paid personal leave for further medically recommended periods for recovery of fitness to return to work; and
 - (iii) unpaid special maternity leave for further medically recommended periods for recovery of fitness to return to work.
- (b) Any unused portion of the available 14 weeks of paid special maternity leave may be used as maternity leave in circumstances where the Employee is not eligible for further paid maternity leave because of not having completed another continuous 12 month period of return to work as required by clause 32.3.1(c).

32.3.3 Paternity Leave:

- (a) An Employee with at least 12 months continuous service will be entitled to 2 weeks paid paternity leave with access to 102 weeks unpaid paternity leave should they be the primary carer for the child. Such leave will be paid at the ordinary time earnings rate of pay that the Employee would receive for working ordinary hours in the period of leave.
- (b) An Employee will notify the School at least 10 weeks in advance of the date of commencement of paternity leave and the period of leave to be taken. Return from unpaid paternity leave to be the primary carer must coincide with the commencement of a new school term, unless alternative arrangements have been made with the Principal/CEO.
- (c) TEISD may require the Employee to provide appropriate certification of the birth of the child, that the leave sought is for parenting purposes and that the leave, other than the 8 weeks provided in the NES is not being taken concurrently with any parental leave taken by their spouse.

32.3.4 Adoption Leave:

- (a) An Employee with at least 12 months continuous service will be entitled to 14 weeks paid adoption leave, or 28 weeks at half pay and up to 104 weeks unpaid adoption leave (inclusive of any paid entitlements). Paid leave will be paid at the ordinary time earnings rate of pay that the Employee would receive for working ordinary hours in the period of leave (or half pay as is applicable).
- (b) When an Employee elects to take paid adoption leave at half pay, the period of paid leave that will count for accrual of other entitlements applies on a pro-rata basis, i.e. 14 weeks of service not 28.
- (c) An Employee will notify TEISD at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. Return from unpaid adoption leave to be the primary carer must coincide with the commencement of a new school term, unless alternative arrangements have been made with the Principal/CEO.
- (d) TEISD may require the Employee to provide appropriate certification that the leave sought is for parenting purposes and that the leave, other than the 8 weeks provided in the NES is not being taken concurrently with any parental leave taken by their spouse.

33. Jury duty & voluntary emergency management leave

- 33.1 For the purpose of this clause, jury duty means a period during which an Employee is required by or under a law of the Commonwealth or the Northern Territory, to attend for jury duty and includes attendance for the purpose of jury selection.
- 33.2 If an Employee is required for jury duty and therefore cannot attend for work, the Employee will be permitted leave of absence without loss of pay (less any jury service payments received by the Employee) for the first 10 days of the period of the absence due to jury duty. If the period of jury duty extends beyond 10 days, the Employee is permitted to be absent on leave without pay. If an Employee is required to attend for jury duty, the Employee must advise TEISD as soon as practicable of the requirement to attend and the period or expected period of the absence.
- 33.3 Employees serving on jury duty will be required to provide evidence to TEISD, which would satisfy a reasonable person of the amount of payment received by them in jury service payments.
- 33.4 Employees will be entitled to unpaid Voluntary Emergency Management Activity leave in line with the provisions of the National Employment Standards.
- 33.5 If TEISD requires the Employee to do so, the Employee must give TEISD evidence that would satisfy a reasonable person that the absence is because the Employee is required for jury duty or voluntary emergency service management leave.

34. Public holidays

- 34.1 Employees are entitled to a day off on a gazetted Public Holiday (as defined in this clause).
- 34.2 For the purpose of this clause, the following days, unless substituted under the Northern Territory Public Holidays Act, will be Public holidays:
- (a) New Year's Day;
 - (b) Australia Day;
 - (c) Good Friday;
 - (d) Easter Saturday
 - (e) Easter Monday;
 - (f) ANZAC Day;
 - (g) May Day;
 - (h) Darwin Show Day;
 - (i) Picnic Day;
 - (j) Queen Birthday;
 - (k) Christmas Day;
 - (l) Boxing Day; and
 - (m) Any other day declared to be a public holiday by or under a law of Northern Territory.
- 34.3 If an Employee is absent from work on either or both the working day(s) immediately before or the working day after a Public Holiday, the Employee will be required to substantiate his/her absence(s) from work with either a medical certificate or statutory declaration.
- 34.4 If an Employee other than a casual is not required to work on a Public Holiday and would have worked on that day but for the Public Holiday, the Employee will be paid the ordinary hourly rate of pay for the time that the Employee would have worked, had he/she worked on that day.
- 34.5 Casual Employees will be entitled to be absent on a public holiday, however, will not be paid for time absent.

35. Attendance at court

Where it is necessary for an Employee to attend a court on behalf of TEISD or its clients in connection with any matter arising out of or in connection with Employees duties, the time so occupied will count as time worked.

36. Workplace health & safety

- 36.1 TEISD is committed to providing a workplace which is safe for Employees, students, parents and other visitors in accordance with the Workplace Health & Safety Act (National Uniform Legislation) Act 2011 and accompanying regulations, as amended. Employees in helping to achieve a safe workplace agree to:
- 36.1.1 to take reasonable care for the Employees own health and safety, and for the health and safety of others, while at work;
 - 36.1.2 to follow reasonable directions given by, or on behalf, of TEISD on issues related to health and safety;
 - 36.1.3 co-operate with TEISD on health and safety matters, including adhering to policies on workplace health and safety which focus on maintaining, enhancing and improving safety in the workplace;
 - 36.1.4 follow the emergency procedures applicable to the area in which they are working
 - 36.1.5 to use relevant safety equipment provided for the Employees use;
 - 36.1.6 report any incidents, accidents, hazards or sub-standard conditions arising in the workplace to their Supervisor; and
 - 36.1.7 attend professional development and training provided by TEISD on health and safety matters.
- 36.2 Employees will not intentionally or recklessly interfere with or misuse safety equipment provided by TEISD or intentionally create a risk to the health or safety of another at the workplace.
- 36.3 Employees agree that they will advise TEISD of any drugs or medication they are taking which may affect their ability to work safely.
- 36.4 Breaches of policy or legislation, including performing dangerous acts or acting in a negligent manner are considered extremely serious and will not be tolerated. Breaches may be grounds for immediate termination.
- 36.5 TEISD will provide all necessary personal safety equipment with the exception of protective footwear (subject to clause 32.8). Replacement of safety equipment will only be made upon return of damaged or worn equipment. Where safety equipment has been lost or forgotten the Employee will be responsible for its replacement.
- 36.6 TEISD will implement a Health and Safety Committee pursuant to the Workplace Health & Safety Act (Northern Territory) 2007 and will arrange for Health & Safety Representative training.
- 36.7 TEISD will provide Health & Safety training pursuant to Work Health and Safety (National Uniform Legislation) Act to all Employees in relation to the use of equipment and safety policies and procedures.
- 36.8 Full-time Grounds and Maintenance Employees including Cleaners but excluding casual Employees are entitled to a reimbursement of \$200 for appropriate work footwear on completion of each twelve months service on the provision of receipts.

37. Long service leave

- 37.1 Long Service Leave shall be provided in accordance with the Long Service Leave (Northern Territory) Act, as amended from time to time. The following information is detailed to highlight the legislative entitlement.
- 37.2 Long Service Leave is accrued at 1.3 weeks for each completed year of continuous service. On the completion of ten (10) years continuous service the Employee is entitled to thirteen (13) weeks of long service leave.
- 37.3 Approval for Long Service Leave is given by the Principal/CEO taking into account the needs of TEISD. Under normal circumstances, it will be taken as either:
- 37.3.1 Thirteen (13) weeks of continuous long service leave; or
 - 37.3.2 One school semester (two full terms), with some unpaid leave. Employees are entitled to access accrued long service leave at half pay during this period. In these circumstances the Employee will be entitled to up to one school semester (two full terms) of leave that would otherwise be applicable; or
 - 37.3.3 One ten (10) week school term (any outstanding balance will carry over).
- 37.4 Employees may make application for Long Service Leave to be taken at half pay to double the period of leave to be taken. Approval of this will be at the sole discretion of the Principal/CEO and will take into consideration the operational requirements of the school.

37.5 An Employee's pro-rata accrual of long service leave may be accessed after eight (8) years, but other than in circumstances involving pressing medical, family or domestic need, no further long service leave will be granted until another full five (5) years' entitlement has accrued.

37.6 Application for leave

37.6.1 Teachers are expected to make application for long service leave in writing at least 6 months prior to the date on which long service leave is intended to commence, to allow TEISD sufficient time to make appropriate arrangements to minimise interruption to student education.

37.6.2 Non-teaching Employees are expected to make application for long service leave in writing no less than twelve (12) weeks prior to the date on which long service leave is intended to commence.

37.6.3 An application at shorter notice than required by sub-clauses 37.6.1 and 37.6.2 may be approved at the discretion of the Principal/CEO in circumstances involving pressing medical, family or domestic need or otherwise by mutual agreement when TEISD operational requirements can be met by reasonable adjustment.

37.7 Illness During Long Service Leave

37.7.1 Where an Employee is ill during a period of long service leave, the Employee may request that the ordinary hours of work that would normally occur during the period of illness be approved, to the extent available, as personal leave and re-credited as long service leave accrual.

37.7.2 A request will only be made where:

- (a) the duration of the illness is 5 or more consecutive working days; and
- (b) the period of illness is certified by a medical practitioner.

38. Leave without pay

38.1 Leave without pay may be approved by delegates nominated by the Principal on grounds involving pressing medical, family or domestic need or otherwise by mutual agreement when TEISD operational requirements can be met by reasonable adjustment.

38.2 Resolution of disputes in relation to approval of leave without pay not exceeding 5 consecutive working days and approval of applications for more than 5 consecutive working days of leave without pay will be referred to the Principal/CEO for resolution or determination respectively.

38.3 Periods of leave without pay will not be granted for periods greater than twelve months unless there are extenuating circumstances to warrant such.

38.4 Wherever practicable, Employees will provide a minimum of four weeks' notice in their application to take leave without pay. Where the required notice is provided, TEISD will generally provide a response within five days of all information being made available to assess the application.

38.5 Where less than four weeks' notice is provided without extenuating circumstances, applications may not be able to be given full consideration or may be rejected for want of sufficient notice.

38.6 Leave without pay exceeding five working days per annum will not count as continuous service for any purpose of the Agreement.

39. Reservist Leave

Employees are entitled to Reservist Leave in accordance with the relevant provisions of the *Defence Reserve (Protection) Act 2001*, as varied.

40. Trainee arrangements & school based apprenticeships

Trainees and school-based apprentices may be engaged in accordance with the National Training Wage as determined by the Fair Work Commission.

41. Deferred Salary Scheme

Employees may apply for inclusion in a Deferred Salary Scheme. This scheme will defer a set percentage of salary over a period of four years to allow a fifth year on leave at the same percentage set rate. Acceptance into the deferred salary scheme is at the discretion of the Principal/CEO. Refer to Appendix B - Deferred Salary Scheme.

42. Statement of service

- 42.1 Upon termination of employment (other than for a casual Employee), TEISD upon written request will provide a statement of service.
- 42.2 Upon request, a casual teacher will be supplied with a statement setting out the number of days of duty by the casual teacher during the period of engagement provided such request is made during or on termination of casual employment.

43. Employment policies and procedures

- 43.1 From time to time TEISD has (and will continue to put) in place, various policies and procedures which TEISD has introduced in its prerogative. If a policy or procedure affects an Employee and the Employee's employment, the Employee must comply with that policy and/or procedure. As these policies and procedures are introduced by TEISD in its prerogative, they may be varied by TEISD from time to time. In view of this, these policies and procedures do not form part of this Agreement, nor do they form part of an Employee's respective contracts of employment.
- 43.2 TEISD will consult with all Employees on introduction or changes to policies and procedures.

44. Other employment and conflicts of interest

- 44.1 During an Employee's employment with TEISD, an Employee must not engage, directly or indirectly, in any employment or business that is similar to or competitive with the business of TEISD, without the prior written approval of TEISD.
- 44.2 Further, during an Employee's employment with TEISD, an Employee must not engage, directly or indirectly, in any employment or business that could impair the Employee's ability to act in the best interests of TEISD, without the prior written approval of TEISD.

45. Notice of termination

- 45.1 This clause applies only to full-time and part-time Employees.

45.2 Notice on termination by TEISD

In order to terminate an Employee's employment, TEISD must give to the affected Employee the period of notice based on the period of continuous service calculated as at the time the notice is given to the Employee. The particular period of notice is to be determined as follows:

45.2.1 Teachers

The employment of a Teacher (other than a casual Employee) will not be terminated without at least five term weeks of notice (inclusive of notice required under the National Employment Standards), the payment of five weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal five.

45.2.2 Non-Teaching Employees:

Period of Continuous Service at the end of the day the notice is given	Period of Term Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

One additional week of notice shall be provided to a Non-Teaching Employee who has served at least two years continuous service and is over 45 years of age.

45.2.3 With respect to any period of notice, TEISD may do any of the following:

- (a) pay the Employee in lieu of any part or all of the notice period;
- (b) require the Employee not to report to work during the whole or any part of the notice period;
- (c) provide the Employee with duties different from those which the Employee would ordinarily perform.

45.3 The required amount of payment in lieu of notice is the amount that the affected Employee would have earned, and TEISD would have been liable to pay, if the Employee's employment had continued until the end of the required period of notice. That total must be calculated taking into account:

- (a) the Employee's Ordinary Hours of work (as it relates to the Employee's employment status); and
- (b) the amount ordinarily payable to the Employee in respect of those hours, including (for example, allowances, loadings and penalties, (not including over-time).

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

45.5 The period of notice in clause 44.2.1 or 44.2.2 does not apply in the case of an Employee's dismissal for serious misconduct.

45.6 Job search entitlement

45.6.1 Where TEISD has given notice of termination to an Employee, the Employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

45.6.2 The time off under clause 45.6.1 is to be taken at times that are convenient to the Employee after consultation with TEISD.

45.6.3 Time off under 45.6.1 is to be taken at times that are convenient to the Employee after consultation with TEISD.

45.7 Notice of termination by an Employee

45.7.1 The notice of termination required to be given by an Employee is the same as that required of TEISD, except that there is no requirement on an Employee to give additional notice based on the Employee's age.

45.7.2 Where the Employee is a non-teaching Employee TEISD may deduct from any remaining payment due to the Employee an amount equal to the amount of notice which the Employee failed to provide TEISD, up to a maximum of 1 week of ordinary hours of work wages for the Employee.

45.7.3 Where the Employee is a teacher TEISD may deduct from any remaining payment due to the Employee an amount equal to the amount of notice which the Employee failed to provide TEISD, up to a maximum of 2 weeks of ordinary hours of work wages for the Employee.

45.7.4 If an Employee and TEISD agree, an Employee may be released prior to the expiry of the notice period with payment of wages or salary to the date of effect of the termination only.

45.7.5 For the purposes of this clause, a Non-Teaching Employee means an Employee not covered by Part 4.

46. Redundancy

46.1 This clause applies only to full-time and part-time Employees.

46.2 Where TEISD terminates an Employee's employment because of redundancy, then in addition to the required period of notice provided in this Agreement the affected Employee will be entitled to a severance payment based upon the period of the Employee's continuous service with TEISD, as at the time of termination. The particular payment is to be determined from the following table:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil

1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

46.3 A severance payment will not be payable in any of the circumstances excluded by the NES.

46.4 Where this clause is silent, the relevant provisions of the NES will apply.

46.5 In this clause:

- (a) **"weeks' pay"** means the Employee's ordinary hourly rate of pay multiplied by the Employee's Ordinary Hours (as it relates to the Employee's employment status) for a week and will exclude: over-time; penalty rates; disability allowances; shift allowances; special rates; fares and travelling time allowances; bonuses; superannuation; car allowances and any other ancillary payments; as well as the value of any Company vehicle provided to the Employee.
- (b) **"redundancy"** means circumstances where an Employee's employment is terminated at TEISD's initiative because TEISD no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

46.6 **Transfer to lower paid duties on redundancy**

46.6.1 Clause 46.6 applies if, because of redundancy, an Employee is transferred to new duties to which a lower ordinary rate of pay applies.

46.6.2 TEISD may:

- (a) give the Employee notice of the transfer of at least the same length as the Employee would be entitled to under section 117 of the [Fair Work Act](#) as if it were a notice of termination given by TEISD; or
- (b) transfer the Employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that TEISD pays the Employee as set out in paragraph 46.6.3.

46.6.3 If TEISD acts as mentioned in paragraph 46.6.2(b), the Employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the Employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the Employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the Employee in the second role for the period for which notice was not given.

46.7 **Employee leaving during redundancy notice period**

46.7.1 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Fair Work Act](#).

46.7.2 The Employee is entitled to receive the benefits and payments they would have received under clause 45 had they remained in employment until the expiry of the notice.

46.7.3 However, the Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed.

46.8 Job search entitlement

- 46.8.1 Where an employer has given notice of termination to an Employee in circumstances of redundancy, the Employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Fair Work Act](#) for the purpose of seeking other employment.
- 46.8.2 If an Employee is allowed time off without loss of pay of more than one day under paragraph 46.8.1, the Employee must, at the request of TEISD, produce proof of attendance at an interview.
- 46.8.3 A statutory declaration is sufficient for the purpose of paragraph 46.8.2.
- 46.8.4 An Employee who fails to produce proof when required under paragraph 46.8.2 is not entitled to be paid for the time off.
- 46.8.5 This entitlement applies instead of clauses 45.6.1 and 45.6.2.

Part 4 - Conditions Specific to Teaching Staff

47. Induction processes

- 47.1 There will be an Induction period across three school terms for any teaching Employee newly appointed to TEISD.
- 47.2 As part of the Induction period there will be a probationary period of six (6) months. The Principal/CEO will meet with the staff member and appointed mentor and will provide such professional and other assistance as the Principal/CEO and mentor considers necessary.
- 47.3 It is recognised that Teachers in their first year of teaching are under significant pressure. TEISD undertakes to provide appropriate mentoring by senior staff and where necessary and possible to adjust the total work commitment of first year teachers.

48. Ordinary hours of work - Teachers

- 48.1 This clause of the Agreement provides for industry specific detail and supplements the NES that deals with maximum weekly hours.
- 48.2 Notwithstanding the NES, and due to the operational requirements of TEISD, the ordinary hours of a Teacher may be averaged over a 12 month period.
- 48.3 The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend for periods of time when students are not present, subject to the needs of TEISD with regard to professional development, student free days and other activities requiring the Teacher's attendance.
- 48.4 The maximum number of days that the Teacher will be required to attend during term weeks and non-term weeks will be 195 in each school year.
- 48.5 The following circumstances are not included when calculating the 195 Teacher attendance days:
- 48.5.1 co-curricular activities that are conducted on a weekend;
- 48.5.2 school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
- 48.5.3 when the Employee appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position;
- 48.5.4 exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which an Employee may be recalled to perform duties relating to their position.
- 48.6 TEISD will provide written notice of the term weeks and days in non-term times on which Teachers are required to attend, six months in advance of the requirement to attend.

- 48.7 The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of an Employee's entitlements for the school year or a proportion of the school year. The Teacher's absence from school during non-term weeks is deemed to include their entitlement to annual leave.

49. Workload provisions

49.1 Review of Workloads

- 49.1.1 During the life of this Agreement, TEISD will review teacher workloads.
- 49.1.2 Where outcomes of the review are disputed from the perspective of reasonable workload, either party may refer the matter(s) in dispute to the FWC for determination under clause 64, Dispute resolution process.

49.1.3 Definitions:

- (a) Primary School - will be classified as Transition to Year 5
- (b) Middle School - will be classified as Year 6 to Year 9
- (c) Senior Secondary School - will be classified as Year 10 to Year 12
- (d) Contact Duties (Scheduled face to face teaching):
 - (i) all scheduled classes allocated to a teacher;
 - (ii) any sport /activities allocated to a teacher which are scheduled during normal class time; and
 - (iii) any timetabled home room duties, school and year assemblies where such duties exceed a total of 60 minutes per week (or its equivalent per cycle), only the time exceeded is face to face teaching.

(e) Non-Contact Duties:

Non-Contact duties are defined as any duties performed by a teacher outside of specified Contact Hours or Release Time as defined in this Agreement, which may include but are not limited to the following:

- (i) Senior Secondary School
 - a movement between classes;
 - class/playground/transport, etc. supervision;
 - staff meetings;
 - educational activities associated with the programmed curriculum;
 - parent/teacher consultations which form part of the school's programmed reporting to parents;
 - attendance at school for the required time before the commencement of classes;
 - supervision or covers periods outside that mentioned above.
- (ii) Middle School
 - a movement between classes;
 - class/playground/transport supervision;
 - staff meetings;
 - educational activities associated with the curriculum as programmed;
 - attendance at school for the required time before the commencement of classes;
 - parent/teacher consultations which form part of the school's programmed reporting to parents;
 - supervision or covers periods outside that mentioned above.
- (iii) Primary School
 - a movement between classes;
 - class/playground/transport supervision;
 - staff meetings;
 - educational activities associated with the curriculum as programmed;
 - attendance at school for the required time before the commencement of classes;
 - parent/teacher consultations which form part of the school's programmed reporting to parents.

(f) Other Duties:

Other duties are defined as something that Employees choose to do on an honorary and voluntary basis such as activities which fall outside the ordinary hours of work for an Employee, such as award nights, ceremonies or concerts.

(g) Release Time:

- (i) Release Time is defined as duties which support the face to face teaching such as curriculum development, preparation, correction, moderation, reporting and other associated activities including research, photocopying, etc.
- (ii) Primary school teachers employed full-time will receive three (3) hours of release time per week. This time will be taken for preparation, correction, moderation and reporting.
- (iii) Primary school teacher employed part-time will receive non-contact time that reflects the proportion of the hours of engagement performed.

(h) Short leave for substantial health, family or domestic matters

- (i) In recognition of the reality that teachers self-manage efficient discharge of their responsibility during designated attendance for work, TEISD will consider applications for leave of absence without loss of pay during non-contact time and leave without pay or on a make-up basis during contact time to enable the teacher to attend to substantial health, family or domestic matters where it is impractical for the teacher to deal with the matter outside their ordinary hours of work.
- (ii) Applications will be dealt with on the basis of individual merit in relation to how substantial the matter, the impracticality of dealing with the matter outside of ordinary hours and/or non-contact time and the effectiveness with which teaching duties are being discharged.
- (iii) In the first instance, the Principal will have sole discretion to deal with disputes over whether leave is paid or unpaid or has been unreasonably denied.
- (iv) Disputes in relation to the Principal's final decision may be referred to the FWC for determination under clause 64, Dispute resolution process.

49.2 Contact Time

- 49.2.1 In senior classes, scheduled face to face teaching will not normally exceed 21 hours per week (or its equivalent cycle).
- 49.2.2 In middle school classes, scheduled face to face teaching will not normally exceed 21 hours per week (or its equivalent cycle).
- 49.2.3 In primary classes, scheduled face to face teaching will not normally exceed 25.5 hours per week (excluding 3 hours release time).
- 49.2.4 Part-time teaching staff will be allocated face to face teaching time pro-rata to their FTE.
- 49.2.5 The limits contained in 49.2.1, 49.2.2 and 49.2.3 may be exceeded for individual teachers subject to discussions with that teacher and a reduction in load to some other aspect of that teacher's duties.; or
- 49.2.6 If the limits contained in 49.2.1, 49.2.2 and 49.2.3 are exceeded, and a reduction in load to some other aspect of that teacher's duties is not agreed, the teacher will be paid for the excess hours at their ordinary rate of pay.

49.2.7 Graduate teacher support

The following support will be provided to graduate teachers in their first 12 months of employment as a teacher:

- (a) A full-time teaching load for a graduate teacher in their first year of employment in Australia will be 0.8 of the normal face to face teaching, as follows:

	Face to face teaching hours	Face to face teaching hours for graduate teachers in their first 12 months of employment
Primary School	25.5 hours	20.4 hours
Middle / Senior School	21 hours	16.8 hours

- (b) A formal induction program, including appropriate professional development for weaknesses that become apparent.
- (c) An experienced teacher will be nominated to provide effective mentoring.
- (d) Where practicable and subject to operational requirements, release time will be allocated to undertake activities such as:
- (i) observation of exemplary teaching practice;
 - (ii) joint and structured planning;
 - (iii) mentoring meetings; and/or
 - (iv) professional development.

49.2.8 Foreign teacher support

- (a) Depending on the circumstances of the individual, consideration will be given to support arrangements similar to those for Graduate teachers in the first 12 months of employment of a foreign teacher in Australia.
- (b) Support needs will be determined by TEISD after consultation with the foreign teacher and recorded in writing.

49.2.9 Disputes

- (a) Concerns in relation to support arrangements for Graduate and Foreign Teachers should be referred to the relevant Head of School for consideration in the first instance and then to the Principal for decision, if mutual agreement cannot be reached.
- (b) Where a teacher feels that their concerns in relation to support arrangements have not been dealt with reasonably by the Principal, they may refer the matter to the FWC for determination under clause 64 - Dispute resolution process.

49.3 Meal Breaks

The School will provide Teachers with an unpaid and uninterrupted meal break of at least thirty (30) minutes per day between the hours of 1000 and 1400. Such meal break will not be aggregated.

50. **Advanced skills teaching allowances**

50.1 **Advanced Skills teaching allowance**

- 50.1.1 Teachers qualified in accordance with the criteria specified in the Advanced Skills Teacher Peer Assessment Handbook, as amended from time to time, may apply for assessment for eligibility to receive an Advanced Skilled Teacher allowance in their sixth year of teaching.
- 50.1.2 Teachers having received an Advanced Skills Teacher allowance for four years must re-apply for the Advanced Skilled Teacher allowance to continue beyond each 4 year period.
- 50.1.3 Teachers eligible to receive an Advanced Skills Teacher allowance may also hold a Position of Responsibility, but will only receive the higher designated allowance.
- 50.1.4 The rate of allowance payable is set out in Appendix A at **Table 2 - Advanced teacher and Position of responsibility allowances**.

50.2 Highly Accomplished and Lead Teacher Allowances

- 50.2.1 Highly Accomplished and Lead Teachers are certified through a national process, applied by the certifying authorities in each participating state or territory, which in the NT is the Teacher Registration Board of the Northern Territory.
- 50.2.2 Certification of Highly Accomplished and Lead teachers has three purposes:
- (a) recognise and promote quality teaching;
 - (b) provide an opportunity for teachers to reflect on their practice; and
 - (c) provide a reliable indication of quality teaching that can be used to identify, recognise and/or reward Highly Accomplished and Lead teachers.
- 50.2.3 Where an Employee holds an AST and a HAT or LT certification only the higher allowance will be paid.
- 50.2.4 Full-time teaching staff that hold an accredited HAT or LT certification will be paid the appropriate allowance set out in Appendix A of this Agreement
- 50.2.5 Payment of the Highly Accomplished or Lead Teacher allowance will cease from the date that certification as a Highly Accomplished or Lead Teacher lapses and resume from the date certification is reinstated.
- 50.2.6 The allowance will be paid in fortnightly instalments at the same time as salary.
- 50.2.7 The rate of allowance payable is set out in Appendix A at Table 2 - Advanced teacher and Position of responsibility allowances.

50.3 Positions of Responsibility

- 50.3.1 TEISD currently has the following categories of positions of responsibility that teaching staff may be appointed to:

- (a) Coordinator
- (b) Head of Faculty
- (c) Head of School

50.3.2 Appointment

- (a) The Principal/CEO will provide a teacher, who is offered a Position of Responsibility (POR), with a letter of appointment.
- (b) The letter of appointment will confirm the following:
 - (i) relevant responsibilities and duties of the teacher appointed to a POR;
 - (ii) the applicable period of probation during which the appointment may be terminated or confirmed as being on a continuing basis;
 - (iii) the fact that appointments to a POR will be subject of review after no more than every three years;
 - (iv) detail of any relevant arrangements in relation to performance of POR duties and non-contact time.
- (c) A teaching Employee may be appointed to a POR on a relieving basis. Otherwise a vacant POR will be advertised for open application and appointment on the basis of merit. A teacher who is appointed to a POR will receive the applicable allowance as identified in Appendix A of this Agreement.
- (d) The rate of allowance payable is set out in Appendix A at Table 2 - Advanced teacher and Position of responsibility allowances.

50.3.3 New Positions of Responsibility

The Principal may replace/create more categories of POR and allowances during the life of the Agreement. Any disputes about more POR or the applicable allowance must be referred to the JCC for review in the first instance. Any dispute in relation to the outcome of a JCC review may be referred to the Fair Work Commission for determination on a work value basis under the terms of clause 60 - Dispute Resolution Process.

51. Teacher progression

- 51.1 Employees will progress to the next CT Level on the completion of each 12 months of continuous service.
- 51.2 Progression from Classroom Teacher 5 to Classroom Teacher 6: Incremental progression from Classroom Teacher 5 to Classroom Teacher 6 will be subject to successful assessment of the Employee's professional knowledge and skill.

Part 5 - Conditions Specific to School Officers

52. School officers - hours of duty

- 52.1 Subject to the provisions of this clause the ordinary hours of work for a school officer will not exceed 38 hours per week.
- 52.2 Such ordinary hours of work will be worked continuously (except for work breaks) between 7.00am and 6.00pm Monday to Friday inclusive.
- 52.3 The normal starting and finishing times of ordinary hours will be established at the point of engagement. The normal starting and finishing times may only be varied by mutual agreement or by giving two weeks' notice of the change in order to satisfy operational requirements.

53. School Officer classification

53.1 School Officer Definition

- 53.1.1 'School Officer' will mean any person employed as non-teaching staff who in various ways contribute to the School's educational program, including the provision of administrative, clerical, technical and curriculum support. School Officers may assist teachers either directly or indirectly in the teaching process both within and beyond the confines of the classroom/school, but will not be deployed instead of a teacher to supervise students except for limited time under the coordination of a member of the teaching staff.
- 53.1.2 A School Officer will be paid consistent with **Table 3 - School Officers - Full-time Salaries** of Appendix A this Agreement. School Officer positions may include the following:
 - (a) Preschool Assistant
 - (b) Classroom Assistant
 - (c) Special Education Assistant
 - (d) Librarian
 - (e) Laboratory Assistant
 - (f) Receptionist
 - (g) Clerical Assistant
 - (h) Finance Secretary
 - (i) Bursar
 - (j) Business Manager / Officer
 - (k) Finance Manager / Officer
 - (l) Office Manager
 - (m) Human Resources Manager / Officer

53.2 Position Description

- 53.2.1 Classification for a School Officer will be on the basis of an assessment conducted by TEISD of the work performed by an Employee, taking into consideration the duties, skills, qualifications, and the person specification of the position.
- 53.2.2 School Officers will be provided with a position description consistent with that role which clearly and concisely details the tasks and duties for the position.

53.2.3 Position descriptions will be provided to school officer staff upon initial employment and upon progression to a higher Level of duties.

53.3 Implementation

53.3.1 All school officers will be classified at the appropriate Level and step.

53.3.2 Where a school officer believes that their position has been wrongly classified because of the duties, skills and qualifications required they can apply to the Principal/CEO for a review.

53.4 Progression

53.4.1 For a School Officer to progress to a higher classification Level they must possess the skills, experience and post-secondary qualifications required to perform the duties at the higher classification Level and be required in their employment to undertake the duties and use skills at the higher Level.

53.4.2 An Employee may apply to the Principal/CEO of TEISD to progress to a higher Level by reference to the skills utilised by the Employee and the duties performed.

53.4.3 Without limiting the generality of the foregoing, the relevant criteria for progression may include:

- (a) Satisfactory performance;
- (b) Evidence of further training and or skills development;
- (c) Attendance at relevant in-service training where offered by TEISD; or
- (d) Duties performed are those required at the next Level of classification.

53.4.4 Where an Employee applies to progress to a higher Level, the Principal/CEO will determine the application within one month of the receipt of application. A response will be provided outlining reasons for the unsuccessful application.

53.4.5 Progression to a higher classification Level will take place from the first full pay period on or after the date of approval by the Principal/CEO. The Employee will commence at the step in the new classification which is next highest above the existing rate of pay.

53.4.6 School Officers who are required to perform higher duties at a higher classification Level for a period in excess of ten (10) consecutive days will be paid at the wage rate of the higher classification.

53.4.7 The higher duties rate will be paid from the point at which the Employee begins undertaking higher duties until such time as the duties are no longer undertaken.

53.5 School Officer - Level 1

53.5.1 Level 1 Employees are engaged in routine duties requiring a limited range of skills with no prior experience or training. An Officer at this Level will work under direct supervision and does not supervise students without a higher Level school officer or teacher present.

53.5.2 Indicative duties may include:

- (a) Assist with appropriate student learning either individually or in groups;
- (b) Providing general assistance to students;
- (c) Assist with all routine tasks associated with preparation, tidying and or organising materials;
- (d) Where necessary support students with their physical needs;
- (e) General clerical duties of a routine nature;
- (f) Basic data entry and basic word processing;
- (g) Student skills practice;
- (h) Resource preparation;
- (i) Resource procurement;
- (j) Switchboard operation;
- (k) Keyboarding;

- (l) Receipting of monies as per procedure;
- (m) Performing basic repair of resource material;
- (n) Checking books in and out;
- (o) Basic computer skills; and
- (p) Basic operation on standard office equipment such as photocopier, facsimile machines.

53.5.3 Examples of skills required for this position include:

- (a) Communication skills: an ability to read and write in English; an ability to perform simple numerical tasks;
- (b) Interpersonal skills: an ability to respond to instructions effectively; an ability to effectively interact with other staff and students;
- (c) Technical skills: an ability to handle basic information systems such as files;
- (d) Organisational and Planning skills: can perform assigned tasks;
- (e) Supervisory skills: no requirements; and
- (f) Problem solving: no requirements.

53.5.4 Level 1 positions may bear titles such as, but not limited to:

- (a) Preschool Assistant;
- (b) Classroom Assistant;
- (c) Library Assistant;
- (d) Receptionist; or
- (e) Clerical Assistant.

53.5.5 Upon satisfactory performance and after successful completion of training or equivalent experience, the School Officer may progress from Level 1 to Level 2.

53.6 School Officer - Level 2

53.6.1 Level 2 Employees possess generalist skills and undertake a wide range of duties. An Officer at this Level performs tasks similar to an Officer at Level 1. A Level 2 Employee, after receiving initial instructions / training may exercise some degree of autonomy and discretion in the performance of their duties. The Officer at this Level may be required to receive instruction for more complex tasks requiring specialist knowledge.

53.6.2 Indicative duties may include:

- (a) Providing general assistance to students;
- (b) Operation of office equipment at a standard level of competence;
- (c) Maintaining petty cash;
- (d) Asset processing;
- (e) Collection and distribution of stock;
- (f) Handling, sorting and checking of equipment;
- (g) Basic preparation of practical work for the classroom;
- (h) Providing general assistance to teaching staff; and
- (i) With guidance from the classroom teacher assist developmentally appropriate student learning (either individually or in a group) and support students in relation to their physical needs as required.

53.6.3 Examples of skills required for this position include:

- (a) Communication skills: proficient writing skills, such as composing letters; proficient spoken expression; an ability to comprehend and interpret documentation;

- (b) Interpersonal skills: an ability to apply knowledge and skills in dealing with several colleagues or clients; an ability to effectively interact with other staff and students;
- (c) Technical skills: an ability to operate a range of office equipment with a standard level or competence;
- (d) Organisational and Planning skills: an ability to prioritise work and assigned tasks;
- (e) Supervisory skills: limited supervision; and
- (f) Problem solving: an ability to identify problems and refer to other staff.

53.6.4 Level 2 positions may bear titles such as, but not limited to:

- (a) Preschool Assistant;
- (b) Classroom Assistant;
- (c) Special Education Assistant;
- (d) Library Assistant;
- (e) Receptionist; or
- (f) Clerical Assistant.

53.6.5 Officers at this Level will be expected to consult with the relevant senior employee to determine work priorities.

53.7 School Officer - Level 3

53.7.1 Level 3 Employees are required to undertake duties needing additional experience or operational knowledge such as may be gained by the completion of relevant post-secondary training or from on the job experience considered relevant by TEISD. Such a person is regularly required to exercise independent initiative and judgement and to demonstrate experience in his or her area of work.

53.7.2 Indicative duties may include:

- (a) Performing reception duties;
- (b) Providing secretarial support to managerial personnel;
- (c) Operation of complex office equipment at a high level of competence;
- (d) Provision of basic financial services such as standard bookkeeping;
- (e) Providing technical support;
- (f) Assisting teachers and students to locate reference material;
- (g) Coordination of purchasing and invoicing procedures;
- (h) Preparation of complex practical experiments;
- (i) Under the general supervision of a teacher use initiative to:
 - a. Assist student learning (either individually or in groups). At this Level, Employees are expected to use their discretion and judgement to modify educational programmes to meet the learning needs of specific students; and
 - b. Carry out liaison between TEISD, the student and the student's family in relation to enrolment, placement of students and any other school / family / community matters.
- (j) Providing general assistance to students.

53.7.3 Examples of skills required for this position include:

- (a) Communication skills: an ability to prepare reports and provide written advice related to work area; an ability to conduct presentations in meetings and to groups;
- (b) Interpersonal skills: a capacity to interact effectively with others both individually and with groups; an ability to effectively interact with other staff and students;
- (c) Technical skills: an ability to manipulate information using complex office equipment;

- (d) Organisational and Planning skills: an ability to plan own work schedule; a capacity to effectively prioritise own work and assess own performance;
- (e) Supervisory skills: may supervise other Employees; and
- (f) Problem solving: participates on a routine basis in problem solving and decision making in relation to the operational area.

53.7.4 Level 3 positions may bear titles such as, but not limited to:

- (a) Preschool Assistant;
- (b) Classroom Assistant;
- (c) School Secretary;
- (d) Special Education;
- (e) Laboratory Assistant;
- (f) Library Technician;
- (g) Receptionist; or
- (h) Clerical Assistant.

53.8 School Officer - Level 4

53.8.1 Level 4 Employees are regularly required to exercise independent judgement and initiative and possess a knowledge of complex operational procedures normally acquired through extensive experience or training. An Officer at this Level is responsible for their own work and where appropriate, the work of those supervised. An Officer at this Level would possess a knowledge of workplace procedures and of the practices required by TEISD, including a detailed knowledge of complex procedures relevant to the position. They are expected to resolve complex operational problems and may coordinate work within a department of TEISD and or have significant input into operational planning.

53.8.2 Indicative duties may include:

- (a) Maintaining budgetary information on one or more areas;
- (b) Preparation of budgets;
- (c) Working knowledge of remuneration arrangements and Employer obligations such as superannuation and GST;
- (d) Providing secretarial support to management personnel of a confidential nature;
- (e) Operation of complex office equipment at an advanced level of competence;
- (f) Responsibility for library if librarian is not present;
- (g) In conjunction with teachers, planning teaching reports;
- (h) In conjunction with teachers, preparing reports for parents;
- (i) Providing in-service to teachers in specific technical or other areas;
- (j) Assisting with assessment and appraisal of students;
- (k) Maintain the accounting and personal records to meet the requirements of TEISD and funding bodies regulations;
- (l) Up to date working knowledge of current IT procedures;
- (m) Maintain a responsible approach to confidential information involving the school community;
- (n) Use self-initiative to apply a range of knowledge, technical skills and other skills acquired from relevant formal studies / qualifications to successfully perform the duties required from this Level. This may include, under the general supervision of academic staff, developing the framework for and providing the instruction to students (within a structured learning environment) and providing pastoral ministry and support for students; and
- (o) Providing general assistance to students.

- 53.8.3 An Employee classified at Level 4 would be expected to possess and apply the skills outlined for Employees at Levels 2 and 3. A Level 4 School Officer will have a high level of proficiency in his or her particular area of responsibility. Without limiting the skills required of Level 4 School Officers, the following list is indicative:
- (a) Perform the entire range of duties required of a Level 3 Employee;
 - (b) Exercise responsibility, including routine delegation if required;
 - (c) Demonstrate detailed knowledge of operational procedures;
 - (d) Have and use advanced skills and knowledge in the operation of complex equipment and procedure;
 - (e) Have completed relevant post-secondary training or have significant technical and procedural knowledge acquired through relevant work experience as considered by TEISD comparable with formal training;
 - (f) Resolve operational problems and coordinate work within a section of TEISD; and
 - (g) Assist in planning and implementation of projects.
- 53.8.4 Level 4 positions may bear titles such as, but not limited to:
- (a) Library Technician; or
 - (b) Financial Secretary.
- 53.9 **School Officer - Level 5**
- 53.9.1 Level 5 Employees provide para-professional administrative services to TEISD and the school community and are expected to exercise independent judgement, initiative and flexibility in the performance of their duties. A Level 5 Employee is responsible for their own work and where appropriate, the work of those supervised, is expected to resolve complex operational problems and may coordinate work within a department of TEISD and or have significant input into operational planning.
- 53.9.2 Indicative duties may include:
- (a) Maintaining budgetary information in all areas of the schools operations;
 - (b) Preparation of budgets and financial plans;
 - (c) Working knowledge of remuneration arrangements and Employer obligations such as superannuation and GST;
 - (d) Providing financial advice to school managers;
 - (e) Maintain the accounting and personal records to meet the requirements of TEISD and funding bodies regulations;
 - (f) Up to date working knowledge of current IT procedures;
 - (g) Building effective library and information services and programs that contribute to the development of lifelong learners;
 - (h) Maintain a responsible approach to confidential information involving the school community; and
 - (i) Participate in relevant professional development activities.
- 53.9.3 An Employee classified at Level 5 would be expected to possess and apply the skills outlined for Employees at Levels 2 to 4. A Level 5 School Officer will have a high level of proficiency in his or her particular area of responsibility. Without limiting the skills required of Level 5 School Officers, the following list is indicative:
- (a) Exercise substantial responsibility, including delegation where required;
 - (b) Demonstrate detailed knowledge of complex operational procedures;
 - (c) Satisfactory completion of relevant tertiary qualifications equivalent to at least two years full time study;
 - (d) Resolve operational problems and coordinates work within a section of the school; and
 - (e) Liaise effectively with school management in the implementation of school policies.

53.9.4 Level 5 positions may bear titles such as, but not limited to:

- (a) Business Manager;
- (b) Office Manager;
- (c) School Bursar; or
- (d) Librarian.

53.10 School Officer - Level 6

53.10.1 Level 6 School Officers are employed to provide expert professional services to TEISD and the school community, possessing extensive in depth professional knowledge, experience and or skills. Employees at this Level use significant discretion and independent judgement to undertake duties of an innovative and critical nature without the need for professional direction. A Level 6 Employee is expected to use initiative and be responsible for their own work and may also be responsible for the coordination of a department of the school, including its Employees and setting and achieving objectives within the department.

53.10.2 Indicative duties may include:

- (a) Provide professional support and advice related to the Employees area of expertise to senior management of TEISD by undertaking high level research, review or investigations;
- (b) Prepare papers and reports to present advice with recommendations for decisions and future directions to senior management;
- (c) Exercise a high level of accountability and contribution to the policy framework within the school by identifying policies and procedures requiring implementation, review or redevelopment and providing specialist advice and expertise of complex policy formulation to senior management;
- (d) On behalf of the school, undertake effective liaison with the general community, government agencies and service providers;
- (e) Support the Principal/CEO by providing financial, policy and planning advice and being substantially involved in the construction of annual and forward planning school budgets; and
- (f) Plan, budget and deliver high level library and information services and programs and continue to improve services and programs.

53.10.3 In addition to possessing formal qualifications at Degree level, School Officers classified at Level 6 would also be expected to possess relevant post-graduate qualifications or relevant extensive experience to reflect higher levels of professional outcomes. A Level 6 Employee will have a high level of proficiency and use initiative in the self-directed development and application of expert knowledge with extensive expertise in their particular area of functional responsibility. Without limiting the skill levels required of Level 6 School Officers, the following list is indicative:

- (a) Fully competent in a professional sense;
- (b) Require no professional guidance in performance of work;
- (c) Have high levels of independent judgement in their operational, professional and or financial functions;
- (d) Are recognised as expert practitioners in their related functional area;
- (e) Able to undertake duties requiring specialised or professional outcomes;
- (f) Problems solving skills for a range of complex situations where the choice of actions are not clear; and
- (g) Leadership qualities including the ability to train staff, develop work skills and provide performance counselling.

53.10.4 Level 6 positions may bear titles such as, but not limited to:

- (a) Business Manager;
- (b) Finance Manager;
- (c) Librarian; or
- (d) Any other employment positions in TEISD requiring expert knowledge.

Part 6 - Conditions specific to Inclusion Support Assistants

54. Inclusion Support Assistant – classification description

54.1 Position Description

- (a) Inclusion Support Assistant (ISA) Tutors work under supervision of teachers and the Special Education Coordinator. The major focus of the ISA Tutors role is to support the design, implementation and evaluation of education and related services of the Inclusion Support Programme and student progress as directed by teachers and the Special Education Coordinator. An ISA Tutor is also required to protect the health and safety of students and to maintain their confidentiality. An ISA Tutor must demonstrate knowledge in the role distinctions of educational personnel and willingly participate in staff development opportunities. They must also demonstrate integrity, respect for diversity and other standards of ethical conduct.
- (b) ISA Tutors will be provided with a position description consistent with the role which clearly and concisely details the tasks and duties for the position.
- (c) Position descriptions will be provided to ISA Tutors upon initial employment and upon progression to a higher Level of duties.

54.2 Implementation

- (a) All school officers will be classified at the appropriate Level and step.
- (b) Where a school officer believes that their position has been wrongly classified because of the duties, skills and qualifications required they can apply to the Principal/CEO for a review.

54.3 Progression

- (a) For a ISA Tutor to progress to a higher classification Level they must possess the skills and experience required to perform the duties at the higher classification Level and be required in their employment to undertake the duties and use skills and the higher Level.
- (b) An Employee may apply to the Principal/CEO of TEISD to progress to a higher Level by reference to the skills utilised by the Employee and the duties performed.
- (c) Without limiting the generality of the foregoing, the relevant criteria for progression may include:
 - (i) satisfactory performance;
 - (ii) Evidence of further training or skills development;
 - (iii) Attendance at relevant in-service training where offered by TEISD;
 - (iv) Duties performed are those required at the next Level of classification; and
 - (v) Post-secondary qualifications.
- (d) Where an Employee applies to progress to a higher Level, the Principal/CEO will determine the application within one month of the receipt of application. Where an application is unsuccessful, a response will be provided outlining the reasons.
- (e) Progression to a higher classification Level will take place from the first full pay period on or after the date of approval by the Principal/CEO. The Employee will commence at the step in the new classification which is next highest above the existing rate of pay.
- (f) ISA Tutors who are required to perform higher duties at a higher classification Level for a period in excess of ten (10) consecutive days will be paid at the wage rate of the higher classification.
- (g) The higher duties rate will be paid from the point at which the Employee begins undertaking higher duties until such time as the duties are no longer undertaken.

54.4 ISA Tutor - Level 1

Level 1 Employees are engaged in routine duties that require no prior experience or training. A Level 1 Employee works under direct supervision and does not supervise students without a higher Level ISA Tutor or teacher present.

Upon satisfactory performance and after successful completion of training or equivalent experience an ISA Tutor may progress from Level 1 to Level 2, depending on the classification of the current position.

(a) Indicative Duties may include:

Under supervision and guidance of the classroom teacher or higher Level ISA Tutor may:

- (i) assist with appropriate student learning either individually or in groups;
- (ii) assist with all routine tasks associated with preparation, tidying and/or organising of materials; and
- (iii) where necessary support students with their physical needs.

(b) Examples of skills required for this position include:

Under supervision and guidance of the classroom teacher or higher Level ISA Tutor:

- (i) Communication skills
 - An ability to read and write in English
 - An ability to perform numerical tasks
- (ii) Interpersonal Skills
 - An ability to respond to instructions effectively
- (iii) Technical Skills
 - An ability to handle basic information systems such as files
- (iv) Organisational and Planning Skills
 - Can perform assigned tasks
- (v) Supervisory Skills
 - No requirements
- (vi) Problem Solving
 - No requirements

54.5 ISA Tutor - Level 2

Level 2 Employees possess generalist skills and undertake a wide range of duties under the general supervision of a teacher or higher Level ISA Tutor. A Level 2 Employee, after receiving initial instructions/training, may exercise some degree of autonomy and discretion in the performance of his or her duties.

Level 2 is a medium skill area with an instructional component and some program development input. An Employee at this Level is not responsible for assessment of students and evaluation of courses.

(a) Indicative Duties may include:

- (i) Under the supervision of a teacher, assist developmentally appropriate student learning (either individually or in groups);
- (ii) Carry out routine liaison between the school, the student and the student's family where some discretion and judgement are involved; and
- (iii) Support students in relation to their physical needs where some discretion and judgement are involved.

(b) Examples of skills required for this position include:

- (i) Communication Skills
 - Proficient writing skills, such as writing letters
 - Proficient spoken expression
 - An ability to comprehend and interpret documentation

- (ii) Interpersonal Skills
 - An ability to apply knowledge and skills in dealing with a number of colleagues and/or clients
- (iii) Technical Skills
 - An ability to operate a range of office equipment with a standard level of competence
- (iv) Organisational and Planning Skills
 - An ability to prioritise work and assigned tasks
- (v) Supervisory Skills
 - Limited supervision
- (vi) Problem Solving
 - An ability to identify problems and refer to other staff

54.6 ISA Tutor - Level 3

Level 3 Employees are required to undertake duties needing additional experience or operational knowledge such as may be gained by the completion of relevant post-secondary training or from on-the-job experience considered relevant by TEISD.

A Level 3 Employee is regularly required to exercise independent judgement and initiative and to demonstrate experience in his or her area of work.

(a) Indicative Duties may include:

An Employee classified at Level 3 would be expected to possess and apply the skills outlined for Employees graded at Level 1 and 2.

(i) Under the general supervision of a teacher use initiative to:

Assist student learning (either individually or in groups). At this Level, Employees are expected to use their discretion and judgement to modify education programmes to meet the learning needs of specific students; or

Carry out liaison between the school, the student and the student's family in relation to enrolment, placement of students and any other school / family / community matters.

(b) Examples of skills required for this position include:

(i) Communication Skills:

- Communication skills in L1 and L2
- An ability to provide information and advice regarding report writing
- An ability to provide L1 support during formal presentations

(ii) Interpersonal Skills

- A capacity to interact effectively with others both individually and with groups

(iii) Technical Skills

- An ability to manipulate information using complex office equipment

(iv) Organisational and Planning Skills

- An ability to plan own work schedule
- A capacity to effectively prioritise own work and assess own performance

(v) Supervisory Skills

- May supervise other staff

(vi) Problem Solving

- Participates at a routine level in problem solving and decision making in relation to the operational area

54.7 ISA Tutor - Level 4

Level 4 Employees are regularly required to exercise independent judgement and initiative, and possess a knowledge of complex operational procedures normally acquired through extensive experience or training.

Level 4 Employees are responsible for their own work and, where appropriate, the work of those supervised. They are expected to resolve complex operational problems and may coordinate work within a department of the school and/or have significant input into organisational planning.

(a) Indicative Duties may include:

Use self-initiative to apply a range of knowledge, technical skills and other skills acquired from relevant formal studies/qualifications to successfully perform the duties required from this level. This may include, under the general supervision of academic staff, developing the framework for and providing the instruction to students (within a structured learning environment) and providing pastoral ministry and support for students.

(b) Examples of skills required for this position include:

An Employee classified at Level 4 would be expected to possess and apply the skills outlined for Employees graded at Levels 2 and 3. A Level 4 ISA Tutor will have a high level of proficiency in his or her particular area of responsibility. Without limiting the skill levels required of a Level 4 ISA Tutor the following list is indicative:

- (i) Perform the entire range of duties required of a Level 3 Employee;
- (ii) Exercise responsibility, including routine delegation if required;
- (iii) Demonstrate detailed knowledge of operational procedures;
- (iv) Have and use advanced skills and knowledge in the operation of complex office equipment and procedures;
- (v) Have completed relevant post-secondary training at Diploma level or have significant technical and procedural knowledge acquired through relevant work experience as considered by TEISD comparable with formal training;
- (vi) Resolve operational problems and coordinate work within a section of the school; and
- (vii) Assist in planning and implementation of projects.

Part 7 - Conditions specific to Children's Services Employees (CSE)

55. Specific conditions - CSE's

55.1 Employees covered by this part

Part 7 - Conditions specific to Children's Services Employees (CSE) covers CSE's; defined as Employees working in outside school hours care, long day care or vacation care programs.

55.2 Full-time Employees

A full-time Employee will be a person who is engaged for no less than 38 ordinary hours per week.

55.3 Part-time Employees

55.3.1 A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week, provided that the minimum engagement is not less than two and a half hours.

55.3.2 A part-time Employee will be paid, for each hour worked, the rate prescribed for the appropriate classification set out in Appendix A - Rates of Pay, Table 7 - Children's Services Employees - Full-time Rates (Hourly). Such part-time Employees will be entitled to receive all benefits of these provisions and the Agreement on a pro-rata basis.

55.3.3 For work performed on any shift a part-time Employee will receive a minimum payment of two and a half hours. Provided that where a part-time Employee, working in before and outside school hours of care works a broken shift, the minimum payment for the afternoon part of the shift will be two and a half hours.

55.3.4 The rostered hours of work for a part-time Employee may be altered by mutual agreement recorded in writing. Such recording may be contained on a time sheet or wages book. In such cases part-time Employees may work up to 38 hours per week or 8 hours per day without the payment of over-time.

55.4 Casual Employees

55.4.1 A casual Employee will be an Employee who is engaged on an irregular or occasional basis.

55.4.2 A casual Employee will be engaged hourly at the discretion of TEISD, provided that the minimum engagement is not less than two and a half hours.

55.4.3 An Employee so engaged will be paid for all ordinary hours of work at the applicable rate in **Appendix A - Rates of Pay, Table 7 - Children's Services Employees - Full-time Rates (Hourly)**, plus the casual loading of 25% as identified in Clause 13.4.5.

55.4.4 With respect to casual Employees the following provisions will not apply: Terms of engagement; Part-time employment; Notification of shift and work location; Holidays; Termination of employment in relation to a holiday; Annual leave; Personal leave; Parental leave; Higher grade work and Redundancy.

55.5 Stand down

Other than in periods of annual leave as provided for in this Agreement, Employees working in outside school hours care programs or long day care programs, may be stood down without pay during the school vacation period, provided that:

- (a) a stand down does not break the continuity of service of the Employees;
- (b) the period of any stand down is taken to be a period of service as far as sick leave, annual leave, long service leave and parental leave service requirements are concerned;
- (c) Employers are to give no less than four weeks' notice of their intention to stand down Employees; and
- (d) should an Employer seek to invite Employees to resume work during stand down period as much notice as possible will be given, but an Employee stood down will have the right to refuse to return to work at any time other than that notified in accordance with above.

55.6 Classifying Employees

All Employees will be classified by TEISD into one of the Levels contained in one of the classification streams set out in clause 56 of this Agreement in accordance with the Employee's skills, responsibilities and duties. Where an Employee believes they have been wrongly classified they can apply to have their classification reviewed and disputes will be settled using the Dispute resolution process at clause 64 in this Agreement.

55.7 Flexibility of work

TEISD may direct an Employee to carry out reasonable duties as are within the limits of the Employee's skills, competence and training consistent with the classification structure of this Agreement.

55.8 Higher Level work

55.8.1 An Employee called upon to perform duties of another Employee in a higher Level or classification for a period of seven (7) days consecutively will be paid for all such time worked at the rate of pay prescribed for that higher Level or classification.

55.8.2 An Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skills, competence and training consistent with the classification structure of the Agreement, provided that such duties are not designed to promote de-skilling and that any direction issued by an Employer will be consistent with TEISD's responsibilities to provide a safe and healthy working environment.

55.9 Ordinary hours of work

The ordinary hours of work for a full-time CSE will be:

- no more than an average of 38 hours per week, and
- to be worked within a span of hours between 0700 to 1900 on Monday to Friday, and
- no more than 8 hours per day, exclusive of meals breaks, except on 1 day per month when 9 ordinary hours of work may be arranged for required attendance at a staff meeting.

55.10 Non-contact time

- 55.10.1 Employees responsible for programming and planning for a group of children will be allowed up to 2 hours per week away from face to face work with the children in their care. This time is to be spent on planning, preparing, researching and programming activities.
- 55.10.2 Such non-contact time will be granted to the Employee when such Employee requests that time is necessary. The hours and duration at which such non-contact time will be taken will be decided by the Principal/CEO following discussion with the Employee concerned.
- 55.10.3 Where TEISD believes that non-contact time is unnecessary TEISD will discuss this with the Employee within 8 hours of such request being made. Following this discussion should the Employee not accept the decision of TEISD the Employee will have the right to use the dispute resolution process at clause 64 in this Agreement.
- 55.10.4 Wherever possible non-contact time should be rostered in advance so as to minimise the disruption and cost impact to the service.

55.11 Rosters

TEISD will post a legible notice at some place readily accessible to Employees indicating the hours of commencement and cessation of work. The said hours will only be changed after at least seven days' notice to the Employee concerned, unless mutually agreed otherwise.

55.12 Infectious diseases

- 55.12.1 An Employee who contracts an infectious disease through a contact in the area of employment will be entitled to infectious diseases leave for the following:
- Chicken Pox (Varicella)
 - German Measles (Rubella)
 - Head Lice
 - Hepatitis
 - Impetigo
 - Measles (Morbilli)
 - Mumps
 - Rheumatic Fever
 - Ringworm
 - Scarlet Fever
 - Conjunctivitis
 - Whooping Cough
 - Cold Sores
 - Hepatitis A
 - Scabies
 - Streptococcal Infection
 - Active Tuberculosis
- 55.12.2 Infectious Diseases Leave will be granted provided that:
- (a) a duly signed certificate by a qualified medical practitioner stating the nature of the illness accompanies any application for leave with pay under the provisions of this sub clause;
 - (b) leave taken in accordance with this sub clause will not be debited against normal personal leave credits;
 - (c) it can be shown that a number of children in the care service, under the Employee's direct supervision, have been absent suffering from the disease for the two months preceding the Employee's absence.
 - (d) the combination of payment for worker's compensation entitlement and for infectious diseases leave does not exceed the amount that would be payable for the Employee's usual ordinary hours of work.

55.13 Progression through classification Levels

- 55.13.1 Entry into a qualification Level within the classification structure will be by appointment to that Level by the Principal/CEO.

55.13.2 Any disputes concerning an Employee's incremental level will be dealt with in accordance with the Dispute resolution process at clause 64.

55.14 Incremental progression

55.14.1 Progression from one pay point to the next within a classification is subject to a child care worker meeting the following criteria:

- (a) competency at the existing Level;
- (b) demonstrated ability to acquire the skills which are necessary for advancement to the next pay point.

55.14.2 Where an Employee is deemed not to have met the requisite competency at their exiting level at the time of appraisal, his/her incremental progression may be deferred for periods of three months at a time provided that:

- (a) the Employee is notified in writing as to the reasons for the deferral;
- (b) the Employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher pay point;
- (c) following any deferral, the Employee is provided with the necessary training in order to advance to the next Level.

55.14.3 Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the Employee to have met the requirements under this clause, any increase in wage rates will back paid to the 12 month anniversary date of the previous incremental progression.

55.14.4 An Employee whose incremental advancement has been refused or deferred may seek to have the decision reviewed by lodging a written request under the dispute resolution process at clause 64 in this Agreement. If the review is successful, then the incremental advancement will be backdated to the original due date. The review process must be completed within two months of the request for the review being made.

56. Children's services classification structure

56.1 Children's Services Employees (CSE) will be classified by TEISD into one of the following Levels in accordance with the Employee's skills, responsibilities, qualifications and duties.

56.2 Progression within a Level is subject to the length of continuous service with TEISD in that Level. For the purpose of calculation of continuous service for part-time and casual CSE's a year will mean 1900 ordinary hours of work.

56.3 Employees moving from one classification Level to another will commence on the 1st year of service rate of the higher Level.

56.4 Level 1 - Children's Services Employees

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

56.4.1 Indicative duties

- Learning and implementing the policies, procedures and routines of the service.
- Learning how to establish relationships and interact with children.
- Learning the basic skills required to work in this environment with children.
- Giving each child individual attention and comfort as required.
- Basic duties including food preparation, cleaning and gardening.

56.4.2 Progression

A Level 1 Employee will progress to the next Level after a period of one year or earlier if TEISD considers the Employee capable of performing the work at the next Level or if the Employee actually performs work at the next Level.

56.5 Level 2 - Children's Services Employees (CSE)

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

56.5.1 Indicative duties

- Assist in the implementation of the children's program under supervision.
- Assist in the implementation of daily care routines.
- Develop awareness of and assist in maintenance of the health and safety of the children in care.
- Give each child individual attention and comfort as required.
- Understand and work according to the service's policies and procedures.
- Demonstrate knowledge of hygienic handling of food and equipment.

56.6 Level 3 - Children's Services Employees (CSE)

56.6.1 This is an Employee who has completed AQF Certificate III in Children's Services or an equivalent qualification or, alternatively, this Employee will possess, in the opinion of TEISD, sufficient knowledge or experience to perform the duties at this Level.

56.6.2 An Employee appointed at this Level will also undertake the same duties and perform the same tasks as a CSE Level 2.

56.7 Indicative duties

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

56.7.1 Progression

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

56.7.3 Any dispute concerning an Employee's entitlement to be paid at Level 3.4 may be dealt with in accordance with clause 64 - Dispute resolution process, which may require the Employee to demonstrate that they utilise skills and knowledge above those prescribed for Level 3 but below those prescribed for Level 4.

56.8 Level 4A - Children's Services Employees (CSE)

This is an Employee who has not obtained the qualifications required for a Level 4 Employee who performs the same duties as a Level 4 Employee.

56.9 Level 4 - Children's Services Employees (CSE)

56.9.1 This is an Employee who has completed a Diploma in Children's Services or equivalent (e.g. Certificate IV in Out of School Hours Care) as recognised by licensing authorities and is appointed as the person in charge of a group of children in the age range from birth to 12 years or an Employee who is appointed as an Authorised Supervisor (as defined in the *Children and Young Persons (Care and Protection) Act 1998* (NSW)).

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

56.9.3 Indicative duties

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

56.10 Level 5A - Children's Services Employees (CSE)

This is an Employee who has not obtained the qualification required for a Level 5 Employee who performs the same duties as a Level 5 Employee.

56.11 Level 5 - Children's Services Employees (CSE)

56.11.1 This is an Employee who has completed an AQF Level V Diploma in Children's Services or equivalent and is appointed as an Assistant Director.

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

56.11.3 An Assistant Director who holds an Advanced Diploma (AQF 6/3 year qualified) must be paid no less than Level 5.4.

56.11.4 Indicative duties

- Co-ordinate and direct the activities of Employees engaged in the implementation and evaluation of developmentally appropriate programs.
- Contribute, through the Director, to the development of the service's policies.
- Co-ordinate service operations including Occupational Health and Safety, program planning, and staff training.
- Responsible for the day-to-day management of services in the temporary absence of the Director and for management and compliance with licensing and all statutory and quality assurance issues.
- Generally supervise all Employees within the service.

56.11.5 A **Children's Service Co-ordinator** undertakes additional responsibilities including:

- coordinating the activities of more than one group;
- supervising staff, trainees and students on placement; and
- assisting in administrative functions.

56.11.6 An **unqualified Co-ordinator** who co-ordinates and manages out-of-school hours care and/or vacation care may undertake the following:

- develop and/or oversee programs and ensure they offer a balance of flexibility, variety, safety and fun;
- supervise the programs/activities and ensure each staff member is fulfilling their relevant duties and responsibilities;

- carry out administrative tasks including fee collection and receipting, banking, staff pay, etc.;
- administer first aid when appropriate and ensure that injured children receive appropriate medical attention;
- work positively with parents and/or committees; and
- understand and work in accordance with the service's policies.

56.12 Level 6 - Children's Services Employees (CSE) - Director Level 1

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

56.13 Indicative duties

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

56.14 An Assistant Director who holds an Advanced Diploma (AQF 6/3 year qualified) must be paid no less than Level 5.4

Part 8 - Conditions specific to Miscellaneous workers

57. General Conditions – Miscellaneous workers

- 57.1 Employees may be stood down outside of normal school terms. Such stand down will be scheduled at the discretion of TEISD and may be for a maximum of six (6) working weeks in any calendar year. A minimum of two (2) weeks' notice is required for any stand down period.
- 57.2 An Employee who has worked a minimum of forty (40) weeks in a calendar year will be entitled to six (6) weeks annual leave, with loading of 17.5% of salary paid on four weeks only. Annual leave will be taken in consultation with the Principal/CEO and take into account the needs of TEISD.
- 57.3 TEISD will supply each Employee on an annual basis the following protective clothing. 1 hat, 1 pair of gloves, 3 shirts and/or short sleeved, 3 pairs of pants long leg or short leg.
- 57.4 Full-time Grounds and Maintenance Employees including Cleaners but excluding casual Employees are entitled to a reimbursement of \$200 for appropriate work footwear on completion of each twelve months service on the provision of receipts.

58. Classification description - Miscellaneous workers

58.1 Trainee

- (a) A Trainee is an Employee who is undertaking training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, workplace layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.
- (b) A Trainee may be required to perform the following duties:
 - (i) Performs general labouring and cleaning duties ;
 - (ii) Exercise minimal judgement;
 - (iii) Works under direct supervision; or
 - (iv) Is undertaking training so as to enable them to work at Level One.

58.2 Level One

- (a) A **Level One** Employee is an Employee who has completed up to three months training so as to enable the Employee to perform work within the scope of this Level.
- (b) An Employee at this Level performs work above and beyond the skills of a Trainee and to the level of his/her training:
 - (i) Works under direct supervision either individually or in a team environment;
 - (ii) Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
 - (iii) Understands and utilises basic control over work undertaken; and
 - (iv) Is working to attain further skills within the scope of this Level.
- (c) Indicative of the tasks which an Employee at this Level may perform are the following:
 - (i) Uses selected hand tools;
 - (ii) Basic tasks under instruction;
 - (iii) Performs work using mechanical equipment not requiring formal qualifications or training.

58.3 Level Two

- (a) A **Level Two** Employee is an Employee who has completed appropriate accredited training so as to enable the Employee to perform work within the scope of this Level, or who exercises equivalent skills.
- (b) An Employee at this Level performs work above and beyond the skills of an Employee at Level One and to the level of his/her training:
 - (i) Is responsible for the quality of his/her own work subject to routine supervision;
 - (ii) Works under routine supervision either individually or in a team environment; and
 - (iii) Exercises discretion within his/her level of skills and training.
- (c) Indicative of the tasks which an Employee at this Level may perform are the following:
 - (i) Operates flexibly under general supervision between different Level One jobs;
 - (ii) Palm frond removal, pruning, general garden bed and plant maintenance, weeding, spreading mulch, berry management, mango management, staking plants, toadstool and mushroom management;
 - (iii) General cleaning including floors (vinyl, tiles, carpet, concrete) swept / vacuumed / hosed / mopped as appropriate; window and mirror cleaning; rubbish removal; cleaning of bathrooms and kitchen areas; cleaning of drinking fountains, cleaning of internal spaces, wet areas, partitions, frames, doors; disinfect telephones, clean electrical fittings; removal of cobwebs; stocking of cleaning and associated supplies;
 - (iv) Car park maintenance;

- (v) Rubbish removal including rubbish pick up;
- (vi) Support activities in plant nursery; potting plants, weeding, hosing and cleaning used pots;
- (vii) Basic assembly of furniture or components on site within skill and ability to erect; and
- (viii) Assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

58.4 **Level Three**

- (a) A **Level Three** Employee is an Employee who has completed appropriate accredited training so as to enable the Employee to perform work within the scope of this Level.
- (b) An Employee at this Level performs work above and beyond the skills of an Employee at Level Two and to the level of his/her training:
 - (i) Works from complex instructions and procedures;
 - (ii) Assists in the delivery of on-the-job training to a limited degree;
 - (iii) Co-ordinates work in a team environment or works individually under general supervision; and
 - (iv) Is responsible for assuring the quality of his/her own work.
- (c) Indicative of the tasks which an Employee at this Level may perform are the following:
 - (i) Lawn mowing, use of whippersnapper;
 - (ii) Use of machinery involved with grounds maintenance including blower vac;
 - (iii) Maintenance and cleaning of roofs, gutters, down pipes, waterproofing as required;
 - (iv) Set up of external equipment as directed;
 - (v) Support activities in plant nursery; potting plants, weeding, hosing and cleaning used pots, fertilising, use of chemicals;
 - (vi) Maintain tools;
 - (vii) Ensure site secured, general security;
 - (viii) Pickup and delivery of items as required;
 - (ix) Sundry repair jobs within skill and ability;
 - (x) Painting;
 - (xi) Air-conditioner filter clean and update register;
 - (xii) Maintaining containers;
 - (xiii) Regular white ant check;
 - (xiv) Oversee maintenance shed ensuring supplied are up to date and equipment well managed;
 - (xv) Ordering and stock control;
 - (xvi) Basic design and construction of simple structures and components within skill and ability; and
 - (xvii) Assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

58.5 Level Four

- (a) A **Level Four** Employee is either.
 - (i) An Employee who holds a trade certificate or tradespersons rights certificate relevant to the role they are engaged to perform and is able to exercise the skills and knowledge of that trade; or
 - (ii) an Employee who, while still being primarily engaged in non-trade and non-professional work applies the skills acquired through the successful completion of appropriate accredited training, according to the needs of the enterprise; or
 - (iii) an Employee who possesses knowledge and skill equivalent to a person acquiring such through an accredited training program.
- (b) Employees at this Level work above and beyond an Employee at Level Three and to the level of his/her training:
 - (i) Understands and applies quality control techniques;
 - (ii) Exercises good interpersonal and communications skills;
 - (iii) Exercises discretion within the scope of this grade;
 - (iv) Performs work under limited supervision either individually or in a team environment;
 - (v) Performs non-trade tasks incidental to his/her work;
 - (vi) Performs work which while primarily involving the skills of the Employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training; and
 - (vii) Able to inspect products and/or materials for conformity with established operational standards.

58.6 Level Five

- (a) A **Level Five** Employee is an Employee who has completed the following training requirement:
 - (i) Three appropriate post-trade modules in addition to the training requirements of Level Four; or
 - (ii) Three appropriate modules towards an Advanced Certificate; or
 - (iii) Three appropriate modules towards an Associate Diploma; or
 - (iv) An Employee who works in a non-trade area and performs additional functions requiring further expertise and/or training above and beyond that of a Level Four Employee.
- (b) A **Level Five** Employee:
 - (i) Exercises the skills attained through satisfactory completion of the training prescribed for this classification;
 - (ii) Exercises discretion within the scope of this grade;
 - (iii) Works under general supervision either individually or in a team environment. A non-trade Employee at this Level, depending upon the level of experience may work under either limited or minimal supervision either individually or in a team environment;
 - (iv) Understands and implements quality control techniques;
 - (v) Provides guidance and assistance as part of a work team; and
 - (vi) Exercises skills relevant to the specific requirements of the enterprise at a Level higher than Level Four.

58.7 Level Six

- (a) A **Level Six** Employee is an Employee who has completed at least five modules of relevant post trade study, or who has commenced study towards a relevant Bachelor's degree and is able to exercise skills and knowledge gained from such study for purposes of their employment:

- (b) Where a person does not have the relevant formal qualification or experience for Level Six that person may be employed and paid at Level Five for a period not exceeding six months so as to have the opportunity to upgrade his or her level of qualification and/or experience to the Level Six requirements
- (c) An Employee at this Level works above and beyond a Level Five Employee and to the level of their training:
 - (i) Is able to exercise the skill attained through satisfactory completion of the training prescribed for this classification;
 - (ii) Provides trade guidance and assistance as part of a work team;
 - (iii) Assists in the formulation and delivery of training in conjunction with supervisors and trainers;
 - (iv) Understands and implements quality control techniques; and
 - (v) Works under general supervision either individually or in a team environment.

58.8 Level Seven

- (a) A **Level Seven** Employee is an Employee who is engaged on functions which require skills attainable through successful completion of a Bachelor's Degree, Associate diploma or equivalent post trade qualification and who works above and beyond a Level Six Employee:
- (b) Supervision
 - a. Supervision is not the sole criterion for determining classification Levels, but along with other elements of the skill Level definition provides an important indication
 - b. Employees may be subject to five defined levels of supervision which can generally be categorised as follows:
 - a. **Direct:** The Employee receives detailed instructions on work to be performed and is subject to frequent personal progress checks.
 - b. **Routine:** The Employee receives broad instructions on work to be performed except when new or unusual features require more specific instructions. Work progress is checked intermittently while all work is checked on completion.
 - c. **General:** The Employee receives specific instructions only when new products or tasks are involved. Work is checked on completion.
 - d. **Limited:** The Employee is subject to work checks which are generally confined to establishing that satisfactory progress is being made. Work is reviewed on completion.
 - e. **Minimal:** The Employee is subject to final review/report back on work and may receive assistance with specific problems.

Part 9 - Conditions specific to Canteen Employees

59. Classification description – Canteen Employees

59.1 Canteen Assistant

- (a) A **Canteen Assistant** is an Employee who has completed basic on-site training or relevant qualifications so as to enable the Employee to perform work within the scope of this Level, or who exercises equivalent skills.
- (b) An Employee at this Level performs work using their skills and to the level of his/her training:
 - (i) Works under direct supervision either individually or in a team environment;
 - (ii) Understands and undertakes food preparation, stock control and re-stocking, sales, and other duties as directed by the Canteen Manager.
- (c) Indicative of the tasks which an Employee at this Level may perform are the following:
 - (i) Food preparation activities;

- (ii) Cooking by any means;
- (iii) Cleaning of all areas and tools associated with the canteen, rubbish removal;
- (iv) Stocking of food items for sale, cash handling; and
- (v) Sale of food items.

59.2 Canteen Manager

- (a) A **Canteen Manager** means an Employee who is appointed as responsible for the overall management and administration of the Canteen.
- (b) A Canteen Manager must, at least, hold one of the following qualifications:
 - (i) A relevant certificate;
 - (ii) Certificates in food preparation, hygiene management; or
 - (iii) Possess such experience and/or qualifications which are acceptable to TEISD and/or the appropriate licensing authority.
- (c) A Canteen Manager may be required to perform the following duties:
 - (i) Any of the areas covered by a Canteen Assistant;
 - (ii) Manage the activities of the Canteen to ensure operational activities are met;
 - (iii) Coordinate staff;
 - (iv) Ensure stocking and supply of food materials/others as required;
 - (v) Develop menus and food plans in line with directives;
 - (vi) Ensure the Canteen meets or exceeds quality assurance requirements including relevant licensing authority standards;
 - (vii) Ensure financial control over monies in the canteen in accordance with procedures; and
 - (viii) Liaise with school and/or office administration.

Part 10 - Consultation and Dispute Procedures

60. Individual flexibility arrangements

- 60.1 Despite anything else in this Agreement, TEISD and an individual employee may agree to vary the application of the terms of this Agreement relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- 60.1.1 arrangements for when work is performed; or
 - 60.1.2 overtime rates; or
 - 60.1.3 penalty rates; or
 - 60.1.4 allowances; or
 - 60.1.5 annual leave loading.
- 60.2 An agreement must be one that is genuinely made by TEISD and the individual Employee without coercion or duress.
- 60.3 An agreement may only be made after the individual Employee has commenced employment with TEISD.
- 60.4 If TEISD wishes to initiate the making of an agreement, it must:
- (a) give the Employee a written proposal; and
 - (b) if TEISD is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.;

- 60.5 An agreement must result in the Employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 60.6 An agreement must do all of the following:
- 60.6.1 state TEISD and the Employee's name; and
- 60.6.2 identify the Agreement term, or Agreement terms, the application of which is to be varied; and
- 60.6.3 set out how the application of the Agreement term, or each Agreement term, is varied; and
- 60.6.4 set out how the agreement results in the Employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- 60.6.5 state the date the agreement is to start.
- 60.7 An agreement must be:
- 60.7.1 in writing; and
- 60.7.2 signed by the TEISD and the Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- 60.8 Except as provided in clause 60.7.2, an agreement must not require the approval or consent of a person other than TEISD and the Employee.
- 60.9 TEISD must keep the agreement as a time and wages record and give a copy to the Employee.
- 60.10 TEISD and the Employee must genuinely agree, without duress or coercion to any variation of the Agreement provided for by an agreement.
- 60.11 An agreement may be terminated:
- 60.11.1 at any time, by written agreement between TEISD and the Employee; or
- 60.11.2 by TEISD or the Employee giving 13 weeks' written notice to the other party.
- Note: If TEISD and the Employee agree to an arrangement that purports to be an individual flexibility arrangement under this Agreement term and the arrangement does not meet a requirement set out in s.144 then the Employee or TEISD may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Fair Work Act](#)).
- 60.12 An agreement terminated as mentioned in clause 60.11.2 ceases to have effect at the end of the period of notice required under that clause.
- 60.13 The right to make an agreement under clause 60 is additional to, and does not affect, any other term of this Agreement that provides for an agreement between TEISD and an individual employee.

61. Requests for flexible working arrangements

61.1 An Employee may request change in working arrangements

- 61.1.1 Clause 61 applies where an Employee has made a request for a change in working arrangements under s.65 of the [Fair Work Act](#).

Note 1: Section 65 of the [Fair Work Act](#) provides for certain Employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A), as follows:

- “ (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) the employee has a disability;
- (d) the employee is 55 or older;
- (e) the employee is experiencing violence from a member of the employee's family;
- (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family. “

Note 2: TEISD may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 61 is an addition to s.65.

61.2 Responding to the request

61.2.1 Before responding to a request made under s.65, TEISD must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- (a) the needs of the Employee arising from their circumstances;
- (b) the consequences for the Employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: TEISD must give the Employee a written response to an Employee's s.65 request within 21 days, stating whether the TEISD grants or refuses the request (s.65(4)).

Note 2: If TEISD refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

61.3 What the written response must include if TEISD refuses the request

61.3.1 Clause 61.3.3 applies if TEISD refuses the request and has not reached an agreement with the Employee under clause 61.2.

61.3.2 The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

61.3.3 If TEISD and Employee could not agree on a change in working arrangements under clause 61.2, the written response under s.65(4) must:

- (a) state whether or not there are any changes in working arrangements that TEISD can offer the Employee so as to better accommodate the Employee's circumstances; and
- (b) if TEISD can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

61.4 What the written response must include if a different change in working arrangements is agreed

If TEISD and the Employee reached an agreement under clause 61.2 on a change in working arrangements that differs from that initially requested by the Employee, TEISD must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

61.5 Dispute resolution

Disputes about whether TEISD has discussed the request with the Employee and responded to the request in the way required by this clause, can be dealt with under clause 64.

62. Consultation

62.1 This term applies if TEISD:

- 62.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- 62.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

62.2 Major change

62.2.1 For a major change referred to in paragraph 62.1.1:

- (a) TEISD must notify the relevant Employees of the decision to introduce the major change; and
- (b) sub clauses 62.3 to 62.9 apply.

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

- 62.4 If:
- 62.4.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- 62.4.2 the Employee or Employees advise TEISD of the identity of the representative; TEISD must recognise the representative.
- 62.5 As soon as practicable after making its decision, TEISD must:
- 62.5.1 discuss with the relevant Employees:
- (a) the introduction of the change; and
 - (b) the effect the change is likely to have on the Employees; and
 - (c) measures TEISD is taking to avert or mitigate the adverse effect of the change on the Employees; and
- 62.5.2 for the purposes of the discussion - provide, in writing, to the relevant Employees:
- (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the Employees; and
 - (c) any other matters likely to affect the Employees.
- 62.6 However, TEISD is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 62.7 TEISD must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 62.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of TEISD, the requirements set out in paragraph 62.2.1(a) and sub clauses 62.3 and 62.5 are taken not to apply.
- 62.9 In this term, a major change is likely to have a significant effect on Employees if it results in:
- 62.9.1 the termination of the employment of Employees; or
 - 62.9.2 major change to the composition, operation or size of TEISD's workforce or to the skills required of Employees; or
 - 62.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 62.9.4 the alteration of hours of work; or
 - 62.9.5 the need to retrain Employees; or
 - 62.9.6 the need to relocate Employees to another workplace; or
 - 62.9.7 the restructuring of jobs.
- 62.10 **Change to regular roster or ordinary hours of work**
- 62.10.1 For a change referred to in paragraph 62.1.2:
- (a) TEISD must notify the relevant Employees of the proposed change; and
 - (b) sub clauses 6.11 to 15 apply.
- 62.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 62.12 If:
- 62.12.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- 62.12.2 the Employee or Employees advise TEISD of the identity of the representative; TEISD must recognise the representative.
- 62.13 As soon as practicable after proposing to introduce the change, TEISD must:
- 62.13.1 discuss with the relevant Employees the introduction of the change; and

- 62.13.2 for the purposes of the discussion - provide to the relevant Employees:
- (a) all relevant information about the change, including the nature of the change; and
 - (b) information about what TEISD reasonably believes will be the effects of the change on the Employees; and
 - (c) information about any other matters that TEISD reasonably believes are likely to affect the Employees; and
- 62.13.3 invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 62.14 However, TEISD is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 62.15 TEISD must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 62.16 In this term: relevant Employees means the Employees who may be affected by a change referred to in sub clause 62.1.

63. Consultative arrangements

- 63.1 The spirit of the Agreement reflects a model of workplace change based on consultation, cooperation and negotiation. All Employees are encouraged to participate in the various committees and working groups that are set up from time to time by management to provide input for consideration by the appropriate committees and working groups.
- 63.2 There will be established a Consultative Committee with reasonable representation of management and Employees from each area of TEISD. The Committee is generally made up of Employees and managers. It will ordinarily include the Principal/CEO, the Director of Human Resources, the Chief Financial Officer (or their delegates) and one Employee from each work group (as a guide this may include an Employee each from Children's Services, Preschool, Junior and Middle Schools and Senior College, as well as Employees from Cleaning and Maintenance, School Officers, Finance and Administration) elected at the first Staff Meeting held in each year.
- 63.3 The objectives of the Consultative Committee are:
- (a) To provide a co-operative approach to the implementation of the terms of the Agreement;
 - (b) To assist in the planning and implementation of any changes that may occur in work practices relating to employment matters; and
 - (c) To provide feedback on any significant decisions which may impact Employees terms and conditions.
- 63.4 The Consultative Committee will meet once per term. The Principal/CEO may request additional meetings where necessary.
- 63.5 Management of TEISD will communicate with all Employees through various internal processes. Examples include school meetings, staff meetings, letters and correspondence. All Employees are invited to directly raise any items with the Management team at any time.

64. Dispute resolution process

- 64.1 This clause sets out the process to be followed if a dispute arises about:
- 64.1.1 a matter in relation to this Agreement, or
 - 64.1.2 a matter in relation to the NES; or
 - 64.1.3 other employment related matters, except termination of employment, which may be dealt with in accordance with relevant parts of the Act.
- 64.2 The parties to the dispute must first try to resolve the dispute using TEISD's Grievance Handling Procedures.
- 64.3 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

64.4 The FWC may deal with the dispute in 2 stages:

64.4.1 the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

64.4.2 if the FWC is unable to resolve the dispute at the first stage, the FWC may then:

(a) Arbitrate the dispute; and

(b) Make a determination that is binding on both parties.

64.5 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process in this clause.

64.6 While the parties are trying to resolve the dispute using the procedures in this term, an Employee must:

64.6.1 continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

64.6.2 not unreasonably fail to comply with any direction given by TEISD about performing work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform, unless:

(a) the work is not safe; or

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

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

64.7 Clause 64.6 is subject to any applicable work health and safety legislation.

64.8 If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of part 5.1 of the Act. Therefore, an appeal may be made against the decision.

64.9 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

65. Recognition of Union involvement & training

65.1 The parties agree that Unions' have a legitimate role in consultations that may affect conditions of employment for their members.

65.2 The parties agree that Unions' officials will advise the Principal/CEO of their intention to enter workplaces for the purpose of consulting with their members in accordance with legislative requirements.

65.3 The parties agree that the provision of training for Union representatives has potential benefits in the workplace. There will be a maximum of two days approved leave per annum available for one nominated union delegate from the Primary, Middle and Senior sections of Essington School Darwin to attend training. Unions will apply to the Principal/CEO for release time on behalf of representatives wishing to access scheduled training. Under normal circumstances such applications will be approved having due regard to the organisation and needs of the schools at that time. Applications should normally allow for notice of at least one school term of the proposed training dates.

66. Renegotiation of Agreement

Negotiations for the renewal of this Agreement will commence two months prior to the nominal expiry date as advised by the Fair Work Commission.

67. Social networking media

67.1.1 During working hours the Employee will not access any Social Networking Media in any manner whatsoever unless directed to do so by TEISD.

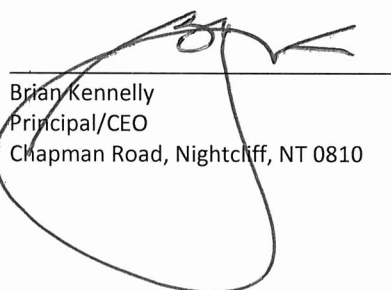
67.1.2 The Employee agrees that during their term of Employment outside of working hours they will not at any time under any circumstances whatsoever, place, respond, provide or in any other manner cause information in relation to TEISD's business (or that of any related entity) or other confidential information to become published via Social Networking Media. This includes but is not limited to the provision of confidential school information or information that could bring the school into ill repute, to a third party that results in publication on Social Networking Media.

67.1.3 Social Networking Media means the following and may be changed as notified by TEISD to the Employee from time to time:

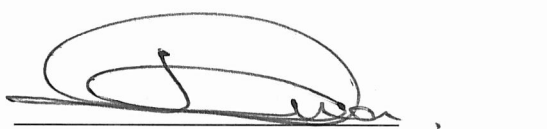
- (a) Facebook - www.facebook.com.au
- (b) Twitter - www.twitter.com
- (c) My Space - www.myspace.com
- (d) YouTube - www.youtube.com
- (e) All other Internet sites whose function provides for social networking

PART 11 - Signatories

Signed on this 13 day of December 2019
for and on behalf of TEISD (ABN: 77 082 466 904):



Brian Kennelly
Principal/CEO
Chapman Road, Nightcliff, NT 0810




Witness
Jayne Leno

Name
17 MURKIBBI ST.

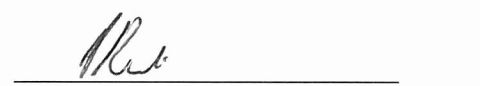
Address of Witness

Signed on this _____ day of _____ 2019
for and on behalf of TEISD Employees



Louise Lanzo

Name
Employee Representative
Chapman Road, Nightcliff, NT 0810



Witness
PETER KENT

Name
40 CORALLA AV H/SPRINGS NT

Address of Witness

Appendix A - Rates of Pay

Table 1 - Teachers Full-time Salaries

	11/10/2019	11/10/2020	11/10/2021
CT1	\$77,798	\$79,354	\$81,338
CT2	\$81,701	\$83,335	\$85,418
CT3	\$85,605	\$87,317	\$89,500
CT4	\$89,505	\$91,295	\$93,577
CT5	\$93,408	\$95,276	\$97,658
CT6	\$99,867	\$101,865	\$104,411
CT7	\$103,769	\$105,844	\$108,490
CT8	\$107,671	\$109,825	\$112,570
CT9	\$111,575	\$113,806	\$116,651

Table 2 - Advanced teacher and Position of responsibility allowances

Rate per annum	11/10/2019	11/10/2020	11/10/2021
AST	\$4,800.00	\$4,896	\$5,018
HAT	\$8,200.00	\$8,364	\$8,573
Lead teacher	\$14,200.00	\$14,484	\$14,846
Coordinator	\$9,300.00	\$9,486	\$9,723
Head of Faculty	\$15,000.00	\$15,300	\$15,683
Head of School	\$24,000.00	\$24,480	\$25,092

Table 3 - School Officers - Full-time Salaries

		11/10/2019	11/10/2020	11/10/2021
Level 1	PP1	\$53,564	\$54,636	\$56,001
	PP2	\$54,905	\$56,003	\$57,403
	PP3	\$56,244	\$57,369	\$58,803
	PP4	\$57,585	\$58,737	\$60,205
	PP5	\$58,920	\$60,099	\$61,601
Level 2	PP1	\$60,280	\$61,486	\$63,023
	PP2	\$61,604	\$62,836	\$64,407
	PP3	\$62,940	\$64,199	\$65,804
	PP4	\$64,280	\$65,566	\$67,205
	PP5	\$65,617	\$66,929	\$68,602
Level 3	PP1	\$67,125	\$68,468	\$70,179
	PP2	\$68,290	\$69,656	\$71,397
	PP3	\$69,639	\$71,032	\$72,808
	PP4	\$70,980	\$72,399	\$74,209
	PP5	\$72,314	\$73,760	\$75,604
Level 4	PP1	\$73,655	\$75,128	\$77,007
	PP2	\$74,998	\$76,497	\$78,410
	PP3	\$76,330	\$77,856	\$79,803
	PP4	\$77,666	\$79,219	\$81,200
	PP5	\$79,005	\$80,585	\$82,600
Level 5	PP1	\$84,625	\$86,318	\$88,476
	PP2	\$86,321	\$88,047	\$90,248
	PP3	\$88,040	\$89,801	\$92,046
	PP4	\$89,800	\$91,596	\$93,886
	PP5	\$91,527	\$93,357	\$95,691
Level 6	PP1	\$93,427	\$95,295	\$97,678
	PP2	\$95,296	\$97,201	\$99,631
	PP3	\$97,201	\$99,145	\$101,624

Table 4 - Inclusion Support Assistants - Full-time Salaries

		11/10/2019	11/10/2020	11/10/2021
Level 1	PP1	\$53,564	\$54,636	\$56,001
	PP2	\$54,905	\$56,003	\$57,403
	PP3	\$56,244	\$57,369	\$58,803
	PP4	\$57,584	\$58,736	\$60,204
	PP5	\$58,920	\$60,099	\$61,601
Level 2	PP1	\$60,280	\$61,486	\$63,023
	PP2	\$61,604	\$62,836	\$64,407
	PP3	\$62,940	\$64,199	\$65,804
	PP4	\$64,280	\$65,566	\$67,205
	PP5	\$65,617	\$66,929	\$68,602
Level 3	PP1	\$67,125	\$68,468	\$70,179
	PP2	\$68,290	\$69,656	\$71,397
	PP3	\$69,639	\$71,032	\$72,808
	PP4	\$70,980	\$72,399	\$74,209
	PP5	\$72,314	\$73,760	\$75,604
Level 4	PP1	\$73,655	\$75,128	\$77,007
	PP2	\$74,998	\$76,497	\$78,410
	PP3	\$76,330	\$77,856	\$79,803
	PP4	\$77,666	\$79,219	\$81,200
	PP5	\$79,005	\$80,585	\$82,600

Table 5 - Miscellaneous Workers - Full-time Salaries

	11/10/2019	11/10/2020	11/10/2021
Trainee	\$45,434	\$46,343	\$47,501
Level 1	\$47,602	\$48,554	\$49,768
Level 2	\$50,510	\$51,521	\$52,809
Level 3	\$53,240	\$54,305	\$55,662
Level 4	\$57,307	\$58,453	\$59,914
Level 5	\$62,742	\$63,997	\$65,597
Level 6	\$62,791	\$64,047	\$65,648
Level 7	\$65,510	\$66,820	\$68,490

Table 6 - Canteen Workers - Full-time Rates (Hourly)

	11/10/2019	11/10/2020	11/10/2021
Canteen Assistant	\$27.20	\$27.75	\$28.44
Canteen Manager	\$29.39	\$29.97	\$30.72

Table 7 - Children's Services Employees - Full-time Rates (Hourly)

CS Employee		11/10/2019	11/10/2020	11/10/2021
Level 1.1	On commencement	24.87	25.36	25.87
Level 2.1	On commencement	25.54	26.05	26.57
Level 2.2	After 1 year*	26.28	26.80	27.34
Level 3.1	On commencement	30.00	30.60	31.21
Level 3.2	After 1 year*	30.47	31.08	31.70
Level 3.3	After 2 years*	31.09	31.71	32.35
Level 3.4	Diploma	32.21	32.86	33.51
Level 4A.1	On commencement	30.14	30.74	31.36
Level 4A.2	After 1 year*	30.56	31.17	31.79
Level 4A.3	After 2 years*	30.98	31.60	32.23
Level 4A.4	After 3 years*	31.41	32.03	32.67
Level 4A.5	After 4 years*	31.83	32.47	33.12
Level 4.1	On commencement	33.33	34.00	34.68
Level 4.2	After 1 year*	33.83	34.51	35.20
Level 4.3	After 2 years*	34.51	35.20	35.90
Level 5.1	On commencement	34.88	35.58	36.29
Level 5.2	After 1 year*	35.31	36.02	36.74
Level 5.3	After 2 years*	35.80	36.52	37.25
Level 5.4***	Advanced Diploma	35.92	36.64	37.38
Level 6.1	On commencement	41.29	42.12	42.96
Level 6.2	After 1 year*	42.02	42.86	43.72
Level 6.3	After 2 years*	42.67	43.52	44.39

Appendix B - Deferred Salary Scheme

A deferred salary scheme will be available to Employees at TEISD.

The deferred salary scheme will allow staff to defer 20% of their salary in each of four consecutive years. This deferred salary component over four years will be invested in a trust account set up by TEISD specifically to service the deferred salary scheme.

In the fifth year of service, following four consecutive years of involvement in the deferred salary scheme, the staff member will be allowed to take a full year of leave. Remuneration during the period of leave will be from the deferred salary which has accrued in the trust account.

Employees undertaking involvement in the deferred salary scheme will be advised prior to the commencement of the effects that the deferred salary scheme will have on leave entitlements, superannuation and taxation commitments. Employees are additionally encouraged to obtain their own independent financial advice.

The Principal/CEO reserves the right to accept an Employee into the deferred salary scheme as appropriate to the needs of TEISD at any particular time.

Full details of the scheme are as follows:

1.1 Eligibility

- (a) Employees who have been permanently employed with TEISD for a minimum of two (2) years are eligible to apply.
- (b) Approval of applications will be determined by Principal/CEO based on the needs and requirements of TEISD.

1.2 Period of Leave

- (a) The period of leave will be twelve (12) months from 1st January to 31st December.
- (b) Participants will not be able to return to a position at TEISD during the twelve (12) month leave period.
- (c) Should alternative employment be sought during the school year, the Employee is to advise TEISD.

1.3 Payment of Salary

- (a) During the four year accrual period participants in the scheme receive 80% of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as a normal fortnightly salary plus any associated allowances. In the fifth year, when leave is taken, the participant will receive the money contributed over the four year period. The amount can be paid fortnightly; in one lump sum; or two payments, one in each of the financial years.
- (b) The participants will be taxed only on the amount actually received, in this case approximately 80% of the normal salary (including allowances). This is a significant taxation incentive for participants. It is recommended that prior to entering into this scheme, a prospective participant discuss taxation implications and other related issues with their accountant or financial advisor.
- (c) It should be noted that interest is not paid on amounts accumulated during the accrual period. Taxation rulings prohibit such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be used to offset the administrative costs of the fund.

1.4 Suspension of Contributions

- (a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionally reduce the accrued payment in the year of leave.
- (b) A participant may elect to suspend contributions for a period of less than twelve (12) months once during the accrual period. This will also reduce the accrued payment in the year or service.
- (c) TEISD retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of an Employee. Such a suspension will extend the taking of leave by one (1) year.

1.5 Withdrawal

- (a) The participant may withdraw from the scheme at any time by notifying TEISD in writing. It should be noted that only the exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.
- (b) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore apply.

1.6 Long Service Leave, Personal / Carer's Leave and Increment Entitlements

- (a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years only. The fifth year, the year of leave, is a non-accrual period.
- (b) If a participant becomes eligible for long service leave during the fourth year of the deferred salary scheme, the long service leave entitlement will be further deferred and taken in the fifth year of the scheme or at a time agreed between TEISD and the Employee.

1.7 Workers Compensation

- (a) Participants in the scheme are covered by workers' compensation during the first four (4) years of the scheme at 100% of their normal salary. A participant in receipt of workers' compensation during the first four (4) years may elect to continue in the deferred salary scheme or suspend their contributions until their return to full duties.
- (b) Any period of suspension due to workers' compensation will be undertaken in accordance with Clause 1.4.
- (c) During the fifth year, the year of leave, the participant is not covered by workers' compensation.

1.8 Superannuation

Contributions are based on 100% of the Employee's normal salary over the first four years only.

1.9 Fund Management

The scheme will be managed by the Payroll Officer. Participants will receive a statement at the end of each school year showing the amount accumulated in the scheme.

1.10 Application

Applications are to be forwarded to the Principal/CEO or nominee by the close of business 31st August of the year prior to the year of commencement. The Principal/CEO or nominee will endeavour to notify the Employee of the outcome of their application by 31st October of the same year.

Appendix C - Supported Wage Scheme

1. This Appendix defines the conditions which will apply to Employees, engaged in other than Teaching classifications, who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

Note: The provisions of the Educational Services (Teachers) Award 2010 will be applied to Teaching classifications if varied to include Supported Wage Scheme provisions during the term of this Agreement.

1.1 In this Appendix:

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

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

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

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

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

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

1.2 **Eligibility criteria**

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

- 1.2.2 This Appendix does not apply to any existing Employee who has a claim against TEISD which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.

1.3 **Supported wage rates**

- 1.3.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause 1.4)	Relevant classification rate
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- 1.3.2 Provided that the minimum amount payable must be not less than the minimum amount per week provided by the applicable Annual Wage Review.
- 1.3.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.
- 1.4 Assessment of capacity**
- 1.4.1 For the purpose of establishing the percentage of the relevant wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted TEISD and the Employee and, if the Employee so desires, a union which the Employee is eligible to join.
- 1.4.2 All assessments made under this Appendix must be documented in an SWS wage assessment agreement, and retained by TEISD as a time and wages record in accordance with the Act.
- 1.5 Lodgement of SWS wage assessment agreement**
- 1.5.1 All SWS wage assessment agreements under the conditions of this Appendix, including the appropriate percentage of the relevant wage to be paid to the Employee, must be lodged by TEISD with the Fair Work Commission.
- 1.5.2 All SWS wage assessment agreements must be agreed and signed by the Employee and TEISD parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.
- 1.6 Review of assessment**
- The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.
- 1.7 Other terms and conditions of employment**
- Where an assessment has been made, the applicable percentage will apply to the relevant wage only. Employees covered by the provisions of this Appendix will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.
- 1.8 Workplace adjustment**
- When wishing to employ a person under the provisions of this Appendix, TEISD must take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.
- 1.9 Trial period**
- 1.9.1 In order for an adequate assessment of the Employee's capacity to be made, TEISD may employ a person under the provisions of this Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 1.9.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant wage for a continuing employment relationship will be determined.
- 1.9.3 The minimum amount payable to the employee during the trial period must be no less than the minimum amount per week provided by the applicable Annual Wage Review.
- 1.9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 1.9.5 Where TEISD and an Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 1.4.

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.