DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Swan Christian Education Association Inc
(AG2015/6293)

SWAN CHRISTIAN EDUCATION ASSOCIATION INC. TEACHERS' ENTERPRISE AGREEMENT 2016

Educational services

COMMISSIONER GREGORY MELBOURNE, 3 FEBRUARY 2016

Application for approval of the Swan Christian Education Association Inc. Teachers' Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *Swan Christian Education Association Inc. Teachers' Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Swan Christian Education Association Inc. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Independent Education Union of Australia raised issues in the F18 about whether terms in the Agreement were discriminatory. I have considered the objections raised by the Independent Education Union of Australia and do not consider the terms of the Agreement to be discriminatory. I raised my views with the Independent Education Union of Australia and they did not wish to press the objections raised.

[6] 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.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 February 2016. The nominal expiry date of the Agreement is 31 December 2017.

COMMISSIONER

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Annexure A

To: **Commissioner Gregory, Fair Work Commission (FWC)**

From: **Dr Martin Bent, Swan Christian Education Association**

Undertaking pursuant to Clause 17 'Dispute Resolution Procedure' of the Swan Christian Education Association Teachers' Enterprise Agreement 2016

Swan Christian Education Association undertakes, for the purposes of clarity, to include disputes in relation to the National Employment Standards (NES) in Clause 17, Dispute Resolution Procedure, of the Swan Christian Education Association Teachers' Enterprise Agreement 2016, Disputes pertaining to the NES can be settled under the dispute settlement term of the clause.

Undertaking signed on behalf of Swan Christian Education Association Inc

..... 7/12/15

Dr Martin Bent, Chief Operations Officer

Before .....

Rowan Joubert (CA)

1/2

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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

Swan Christian Education Association Inc.
Teachers' Enterprise Agreement 2016

January 2016

1 TITLE

This agreement shall be known as the Swan Christian Education Association Inc. Teachers' Enterprise Agreement 2016 (the Agreement) and shall replace the Swan Christian Education Association Inc. Teachers' Enterprise Agreement 2014.

2 ARRANGEMENT

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3 PARTIES TO THE AGREEMENT

This Agreement is made between Swan Christian Education Association Inc. (SCEA), the teaching staff of SCEA, and their representatives (the parties).

SCEA administers schools, colleges and other operations in Western Australia.

4 SCOPE OF AGREEMENT

This Agreement shall apply to all staff employed as Teachers by SCEA, excluding Deputy Principals, Principals and other teaching staff on individual contracts or agreements. Teachers and Trade Trainers shall be appropriately qualified and maintain current

registration with the Teacher's Registration Board of Western Australia (TRBWA) or its equivalent regulatory successor.

The parties acknowledge that there is a shortage of suitably qualified and experienced Christian teachers in Western Australia, and that, as a consequence, SCEA may recruit staff from overseas. This Agreement shall apply to teaching staff requiring visas to work in Australia, but the terms may be varied in writing prior to employment to either comply with the requirements of the Department of Immigration and Citizenship or to protect the interests of SCEA.

TRADE TRAINERS

The parties recognise that SCEA may employ staff as Trade Trainers.

Trade Trainers may or may not be qualified and registered as Teachers. Irrespective of individuals' qualifications or TRBWA registration, the parties recognise that the operational requirements of trade training differ from those of normal schooling.

Accordingly, a Trade Trainer shall be employed under the terms and conditions of this Agreement on a contract that shall incorporate specified arrangements including, but not limited to, the matters covered in Clause 18 – Flexibility. It is a condition of employment of a Trade Trainer at SCEA that the terms of their Individual Flexibility Arrangement shall not be incompatible with the reasonable operational requirements of the relevant School's trade training programme.

5 DATE AND DURATION OF AGREEMENT

This Agreement shall come into effect on the later of 1 January 2016 or 7 days after the date of approval by the Fair Work Commissioner and shall apply until 31 December 2017.

6 EXPIRATION OF AGREEMENT

On the expiration of this Agreement, and in the absence of a subsequent approved enterprise agreement, the provisions of this Agreement shall apply until such time as a new agreement is lodged and approved.

7 RELATIONSHIP TO THE STANDARD

This Agreement shall be read and interpreted in conjunction with the provisions of the Fair Work Act (2009) as amended from time to time.

8 PRINCIPLES

In reaching this Agreement the parties have recognised the need to:

(1) Accept a mutual responsibility to maintain a working environment which will ensure that SCEA and its teachers become genuine participants and contributors to the aims, objectives and philosophy of the Association and its Schools.

(2) Safeguard and improve the quality of teaching and learning by emphasising the upgrading of professional skills and knowledge. SCEA and the teachers acknowledge that upgrading of skills and experience can best occur when both the School and teachers share responsibility for professional development by undertaking both in-service and external courses, and training partly during school time and partly during the teachers' time.

(3) Ensure that, as a condition of employment, all teachers meet and continue to meet the Christian lifestyle criteria for membership of SCEA as they apply to members with voting rights.

(4) Recognise that SCEA schools are established and maintained to give access to affordable Christian Education to as wide a cross-section of the community as possible.

(5) Acknowledge that SCEA schools facilitate the constructive involvement of parents in the life of the schools and exist to provide learning and teaching opportunities that will support the Christian ethos of SCEA and its Christian member families.

(6) Acknowledge that each school is managed within the SCEA policy framework supplemented by policies of the relevant school.

(7) Ensure that interpretation and clarification of this Agreement and related policies and procedures are documented and readily available to staff in an accessible format; and that the HR Manager is the identified point of contact at the SCEA Office for advice to individual staff.

(8) The parties recognise that SCEA aims to provide a total package of conditions that are competitive with the Public Sector, but cannot provide conditions which are directly linked with the public or any other sector.

9 SALARY RATES AND OTHER BENEFITS

9.1 TEACHERS

(a) The minimum annual rate of salary payable to teachers shall be:

Step	1 December 2014 Per Annum $	1 December 2015 Per Annum $	1 December 2016 Per Annum $
LAT	52,183	53,748	54,957
1	63,376	65,277	66,746

2	65,887	67,864	69,391
3	72,119	74,283	75,954
4	76,926	79,234	81,017
5	79,940	82,338	84,191
6	83,076	85,568	87,493
7	86,326	88,916	90,917
8	89,718	92,410	94,489
9	93,234	96,031	98,192
10	96,883	99,789	102,034

NB: The above annual salaries include Leave Loading which is paid at the end of each year subject to conditions outlined in 12.3

(b) A teacher with a limited authority to teach (LAT) or a Trade Trainer may be appointed at a level appropriate to his or her qualifications and professional experience as they apply to the position to which the appointment is made.

(c) On appointment, a teacher shall be placed at the appropriate salary level according to qualifications and full-time teaching experience in Australia as shown in the following table:

Step 2	Step 3	Step 4
4 year education degree or	4 year first degree and 1 year post-graduate education degree or	4 year first degree plus 2 year post-graduate education degree or
3 year first degree plus 1 year post-graduate education degree.	3 year first degree plus 2 year post-graduate education degree or	4 year education degree plus 2 year Masters degree.
	4 year education degree plus Honours.	This is the maximum step for teachers commencing with no teaching experience

Recognition of qualifications and experience other than that outlined in this clause shall be determined by agreement between the employer and the teacher.

Step 10 Maximum level for a four-year or more trained teacher.

(d) A teacher, who obtains an additional qualification which is recognised as equivalent to an additional year of training, shall be credited with the extra year for salary purposes. Such a qualification must be obtained from an Australian accredited training provider or an institution that is recognised by the appropriate Australian accreditation agency. The qualification must also be directly relevant to the teacher's subject or performance as an instructor.

(e) Progression between steps will occur on completion of the equivalent of a full year of employment with SCEA.

9.2 PROMOTED POSITIONS

(a) Senior promoted positions (e.g. Deputy Principal, Dean) will be subject to an individual contract with terms and conditions to be agreed between the employer and the appointee. All other promoted teaching positions will be covered by this Agreement.

(b) Except for senior promoted positions all other promoted positions will be remunerated at one of the following levels:

Level	1 December 2014	1 December 2015	1 December 2016
	Per Annum	Per Annum	Per Annum
	$	$	$
1	19,034	19,605	20,046
2	15,109	15,562	15,912
3	11,203	11,539	11,799
4	8,395	8,647	8,842
5	3,352	3,453	3,531

NB: The above annual salaries include Leave Loading which is paid at the end of each year subject to conditions outlined in 12.3

(c) The process for appointment to a promotional position will be in accordance with SCEA policy. The structure of promoted positions in each school will be clearly documented and ratified by the CEO or his or her delegate.

(d) Each promoted position will be an appointment for a period of time agreed between the employer and employee but will not last longer than three years except where a separate contract exists for senior promoted positions with a fixed term greater than three years. Upon the completion of the term, successful completion of an appraisal will be required for the position to be continued for a further agreed term.

(e) Promoted Position Allowances shall be scaled according to the number of students enrolled in the school or the section of the school (Junior, Middle or High) depending on the extent of the responsibility of the particular Promoted Position.

The above allowances shall apply to schools, or sections of schools, with enrolment of more than 600 full-time equivalent (FTE) students. Eighty-five percent (85%) of the above allowances shall apply to schools or sections with a student enrolment of between 300 and 600 FTE; and 70% of the allowances shall apply to schools or section with enrolments of less than 300FTE students.

The number of FTE students used to calculate the salaries and allowances for a particular calendar year shall be the number recorded in the Census of Non-Government Schools in August of the preceding year. The number of Kindergarten students shall be based on their Full-time Equivalence.

(f) Staff holding a Promoted Position may apply for appointment as a Senior Teacher and a Senior Teacher may apply for a Promoted Position(s). Where a teacher holds both a Senior Teacher appointment and a Promoted Position, the teacher shall be paid the higher allowance and not both, except by special application to the CEO.

9.3 SENIOR TEACHERS

(a) Appointment to the position of Senior Teacher will result from the employer's acceptance of an application from the employee for such a position. Principals shall advertise to all teaching staff the process of application for this position annually.

(b) SCEA shall ensure that all staff have reasonable access to a copy of the procedure for application.

(c) In making an application the teacher is expected to demonstrate performance on the Classroom Practice Continuum at level 5 or 6 for the relevant elements of AITSL Standards 3, 4 and 5. It is recognised that the relevant elements are dependent on opportunity and context.

(d) This position will be an appointment for a period of time agreed between the employer and employee but will not last longer than three years. Upon the completion of the term, a fresh application and acceptance of such application will be required for the position to be continued.

(e) Senior Teachers will be paid an allowance at the rate of 3.5% of their individual salary step as outlined in Clause 9.1 of this agreement multiplied by the full-time equivalence of their teaching load.

9.4 PART-TIME TEACHERS

(a) Part-time and part-time temporary teachers shall be paid in accordance with this agreement for duties performed in proportion to the time those duties bear to an ordinary full-time teaching week.

(b) Part-time staff members may be requested to work additional time beyond their agreed routine hours in a day when they normally attend the School. In the event that this additional time is contiguous with their routine hours, the staff member shall be paid at a Casual Rate. If the additional time worked is not contiguous with their routine hours, the staff member shall be paid at the relevant Relief Rate.

(c) The Casual Rate shall be calculated as the staff member's annual salary divided by 1956 (52.16 weeks x 37.5 hours) plus a Casual Loading of 20%.

(d) Part-time teachers shall not accrue any leave entitlements or further benefits other than the Superannuation Guarantee Contribution on time paid at the Casual Rate.

(e) SCEA and employees recognise that the requirements for part-time Teachers can vary depending on the needs of particular students within a school, the levels of enrolments and any specifically funded positions and programs. Accordingly both parties acknowledge the operational requirements of fixed-term contracts and flexibility to move part-time Teachers within and between SCEA schools or to vary the workload of part-time Teachers. Such adjustments shall require reasonable notice (and in no case less notice than that specified in Clause 10.1(d)) and shall be made with due consideration to the equitable treatment of part-time Teachers within the school.

9.5 RELIEF TEACHERS

(a) Relief teachers employed for five (5) consecutive working days or more shall be paid for the period at the rate of salary appropriate to their qualifications and experience on

a weekly basis of the annual salary divided by forty (40) or on a daily basis of the annual salary divided by two hundred (200).

(b) For the purpose of clarification:

- the five consecutive working days shall include half days; and,
- all days worked at any SCEA school will be included, irrespective of campus.

(c) A relief teacher employed for less than five (5) consecutive working days shall be paid according to the following formulae:

- Less than four-year trained

  Full-day rate = Step 3 annual salary/200

  Half-day rate = Step 3 annual salary/400

- Four or more year trained

  Full-day rate = Step 5 annual salary/200

  Half-day rate = Step 5 annual salary/400

(d) For the purposes of this subclause a half day is determined as the hours usually worked in a school prior to the lunch break or the hours worked from the beginning of the lunch break until the end of the school day.

(e) Relief teachers do not accrue any leave entitlements or further benefits other than the Superannuation Guarantee Contribution.

9.6 SALARY PAYMENT, CALCULATIONS AND INCREASES

(a) Salaries will be paid in arrears on a fortnightly basis on alternate Wednesdays (the payday). The pay period for regular staff is for the fortnight prior to and including the payday. Casual staff will be paid on the same payday for all work completed in the fortnight ending on the Sunday prior to the payday.

(b) Payment will be made by direct deposit into the bank account designated by each employee.

(c) Pay advice slips will be available electronically via the HRSS website for all regular staff. Casual staff and regular staff who do not have reasonable access to HRSS and who have made a written request will be sent pay advice slips in the mail.

(d) For the purposes of determining weekly or fortnightly salaries, the annual salaries and allowances as prescribed in the above sub-clauses excluding Annual Leave Loading shall be divided by 52.16 or 26.08 respectively.

(e) Pay increases will come into effect on the date indicated in this Agreement or for the first full pay cycle in the specified month and year or the date on which this Agreement is approved whichever is the later.

(f) In the event of a change in the Arbitrated Safety Net Adjustment, such adjustment shall be absorbed into the salary rates prescribed by this agreement.

9.7 ANNUAL LEAVE LOADING

(a) The above annual salaries and allowances include annual leave loading.

(b) An annual leave loading shall be included in the final payment of ordinary wages made in December of each year to employees who have been employed for all four terms in the calendar year.

(c) Subject to subclause (d) of this clause, the annual leave loading shall be 17.5 percent of four weeks wages at the rate of pay applicable at the time of payment. The value of

this loading is equivalent to 1.342% of the annual salary for a full-time employee, who has worked the full year, and is shown in the table below.

(d) If an employee commences after the beginning of a calendar year, then the leave loading paid in December of that year shall be proportionate to the length of service in that year, provided that the employees' contract of employment is continuing into the next calendar year.

(e) An employee who resigns without completing four terms of employment in a calendar year shall not be entitled to Annual Leave Loading for that year or part thereof.

(f) An employee who is on unpaid leave at the end of December of any calendar year and whose employment is continuing into the next calendar year shall be paid leave loading according to clause (d) above.

Step	December 2014	December 2015	December 2016
LAT	691	712	728
1	839	864	884
2	872	898	919
3	955	984	1,006
4	1,019	1,050	1,073
5	1,059	1,091	1,115
6	1,100	1,133	1,159
7	1,143	1,177	1,204
8	1,188	1,224	1,251
9	1,235	1,272	1,300
10	1,283	1,321	1,351
Promoted level 1	252	260	265
Promoted level 2	200	206	211
Promoted level 3	148	153	156
Promoted level 4	111	115	117
Promoted level 5	44	46	47

9.8 INCOME PROTECTION INSURANCE

SCEA has an income protection insurance policy for regular staff working at least 15 hours per week.

The conditions of this policy are available from the SCEA website. This policy can represent a benefit to staff (i) through the cover which, under the relevant circumstances and following an initial waiting period, can provide financial support of up to 75% of gross salary, and (ii) through potential savings in premia for this type of cover.

Casual employees and staff on leave without pay for greater than 12 months are not entitled to this benefit.

9.9 DEFERRED SALARY SCHEME

Teachers whose appointments have been ratified may apply to the Principal to work for four (4) years on 80% salary and defer the balance into an accumulation fund. In the fifth year the teacher may have leave and be paid the balance of the accumulation fund.

At any time in the first three years the teacher may return to the full salary and forego the entitlement to a year's leave with pay. In this event, or if the teacher leaves the employ of SCEA for any reason whatsoever, the salary withheld will be paid in full.

SCEA shall ensure that staff either applying for this scheme or currently on the Scheme are clearly informed of the effects of the scheme on their entitlements, and in particular the implications for Income Protection Insurance.

9.10 EMPLOYEE ASSISTANCE PROGRAMME (EAP)

SCEA shall pay for up to three free confidential sessions for each staff member per year with a counselling service approved by SCEA. SCEA may accept a recommendation from the counselling service to increase the number of sessions to a maximum of six in one year on a case by case basis.

This service is self-referred and confidential. The counselling services are independent and SCEA is not told which staff members have used the service or the nature of the services provided to any individual.

Details of this programme are available on the Staff Module tab of the Association's website.

9.11 SUPPORTED WAGE SYSTEM

(a) This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

In this clause:

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 Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

(b) Eligibility criteria

(1) Employees covered by this clause 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.

(2) This clause does not apply to any existing employee who has a claim against SCEA 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.

(c) Supported wage rates

(1) Employees to whom this clause applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity %	**Relevant minimum wage %**
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

(2) Provided that the minimum amount payable must be not less than the amount specified by the relevant legislation, or such minimum amounts as determined by the Minimum Wage Panel from time to time under Section 285 of the Fair Work Act 2009 with regard to the Supported Wage System.

(3) Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

(d) Assessment of capacity

(1) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted SCEA and employee and, if the employee so desires, a union which the employee is eligible to join.

(2) All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by SCEA as a time and wages record in accordance with the Act.

(e) Lodgement of SWS wage assessment agreement

(1) All SWS wage assessment agreements under the conditions of this clause, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by SCEA with Fair Work Australia.

(2) All SWS wage assessment agreements must be agreed and signed by the employee and SCEA as parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.

(f) 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.

(g) Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

(h) Workplace adjustment

SCEA wishing to employ a person under the provisions of this clause 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.

(i) Trial period

(1) In order for an adequate assessment of the employee's capacity to be made, SCEA may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

(2) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

(3) The minimum amount payable to the employee during the trial period must not be less than the amount specified by the relevant legislation.

(4) Work trials should include induction or training as appropriate to the job being trialled.

(5) Where SCEA and 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.

10 APPOINTMENT AND PERFORMANCE

10.1 CONTRACT OF SERVICE

(a) A teacher shall, upon engagement, be given a letter of appointment in which the general conditions and the special conditions (if any) of his/her appointment are stated. A copy of that letter shall be retained by the school and signed by the teacher. This sub-clause shall not apply to a relief teacher.

(b) The conditions stated in the letter of appointment shall, while the employment continues, be observed by the parties and shall not be subject to any alteration of significance without the consent of the teacher. Any agreed significant alteration shall be confirmed in writing.

(c) Paragraph (a) of this subclause does not authorise the inclusion in a letter of appointment any provision which is inconsistent with or contrary to any provision of this Agreement.

(d) Except in the case of relief or temporary teachers, the termination of the service of a teacher shall require a minimum of six teaching weeks' notice by either party. Failure to give the required notice shall make that party liable to forfeiture of or payment to the other party of an amount equivalent to six weeks' pay or an amount equivalent to that period of notice not given or served.

The requirements of this subclause may be waived in part or whole by mutual agreement between the teacher and the employer.

SCEA may terminate the employment of a teacher who is unable to meet the requirements of the job for whatever reasons, including long-term absence from work or irregular attendance. SCEA shall give the notice required in this sub-clause and shall not act harshly or without providing the teacher with reasonable opportunity and support to address their inability to meet the requirements of the job.

In the case of long-term absence from work due to ill health, SCEA shall consider the length of service of the teacher and the prognosis for return to an effective role prior to terminating their appointment. The parties agree that SCEA may terminate (with appropriate notice) the employment of a teacher, who has been:

- employed less than one year after ten weeks absence
- employed for one to five years after four calendar months absence
- employed for over five years after six calendar months absence

Subject to the conditions of the Income Protection Policy, the entitlement of a staff member to continued Income Protection benefits for a claim approved by the insurer prior to termination will generally not cease on account of termination under this clause.

(e) The contract of service of a temporary teacher shall be terminable at any time by either party giving not less than one (1) week's notice, save that in the case of continuous service exceeding one (1) year, notice shall be as prescribed in subclause (b) of this clause.

(f) The engagement of a relief teacher shall be by the day or half day and, where the period exceeds five consecutive days, the notice shall be one day. Where the employment is for five consecutive days or less the engagement shall be considered to be for a specific period and notice shall not be required.

(g) A part-time teacher shall accrue and receive payment for sick leave, long service leave and vacation leave on a pro-rata basis in the proportion that his/her hours of work bear to the hours of a full-time teacher.

(h) Upon termination a statement of service and a separate reference when requested by the teacher shall be provided to the teacher by the employer.

(i) Nothing within this clause detracts from the employer's right to dismiss summarily any teacher for serious misconduct in which case salary shall be paid up to the time of dismissal only.

10.2 PROBATIONARY APPOINTMENT

(a) All new appointees, including teachers appointed to promoted positions, are on probation for up to one year with the option of a second year if required. A permanent appointment or contract for greater than two years shall not occur unless the appointee's position is ratified following a summative appraisal.

(b) All appointees to a SCEA school are subject to a ratification appraisal before they can be confirmed as permanent. Ratification may take place at any time up to the end of the second year.

10.3 INDUCTION OF STAFF

(a) A teacher in his or her first year as a Registered Teacher shall participate in an induction process of one year's duration, unless the teacher and the employer agree that the induction process shall continue for a further year.

(b) The school shall allow for the requirements of the Induction Programme in determining the workload of the teacher during the Programme.

(c) The employer shall provide a written statement to the teacher two months before the end of the teacher's first year, outlining the teacher's progress and development.

(d) The employer shall report regularly to the teacher on the progress of the induction process and shall comment and make suggestions that will assist the teacher's professional development.

(e) A teacher returning to teaching after an absence of five or more years or an experienced teacher joining SCEA for the first time shall be offered support through an induction process as considered appropriate and agreed between the Principal and the teacher at the time of appointment following such absence.

(f) In the first year of teaching, additional non-contact time of 0.05 FTE per week will be provided to each Graduate Teacher as Graduate Teacher Release Time.

(g) While it is expected that this Release Time allocation is available to graduates on a regular basis, it can be accumulated and taken over no more than a semester to accommodate different contexts and needs.

(h) The Release Time can be used for purposes in accordance with Clause 12.1 – Duties Other Than Teaching (DOTT) of the agreement and to provide release for participation in professional learning activities which may include the Graduate Teacher Professional Learning Program (GTPLP).

(i) Over the first two years of teaching, Graduate Teachers are required to participate in a structured GTPLP facilitated by the SCEA Institute of Teaching and Learning.

(j) Part-time Graduate Teachers have access to the GTPLP and may complete it over a longer timeframe.

(k) In the first year of teaching, each Graduate Teacher is provided with regular in-class and mentor support. This is provided by employees trained in mentoring, instructional practice and classroom management.

10.4 PROFESSIONAL DEVELOPMENT

The parties agree that professional development will address the needs of the teacher in response to the needs and vision of the school. It will address effectiveness in the task of teaching, evidenced by student learning with a focus on continuous growth and improvement in teaching practice.

(a) Staff are expected to participate in professional development, both in and out of school, in order to enhance their effectiveness and to meet their professional requirements, including teacher registration. Professional development must be approved by the school through the appropriate process indicated in the relevant school's Staff Handbook, Diary or Guidelines as produced from time to time.

(b) The school will fund approved professional development subject to budgetary constraints.

(c) SCEA agrees to maintain a Professional Development Register for all teaching staff in order to assist with the statutory staff registration process. SCEA will only include in this register approved professional development activities the teacher advises SCEA they have completed. Each teacher shall ensure the record of their Professional Development is complete and up-to-date.

(d) Each staff member should maintain their own professional development records which may include other individually initiated professional development.

(e) Further Study

The Association provides staff the opportunity to complete further tertiary studies in Christian Education through Tabor Adelaide.

Each school Principal can approve this study and the School will cover at least 50% of the cost of each unit of study. The staff member is responsible for the remaining cost of each unit of study.

Where a Principal requires a teacher to complete a unit of study, the School will cover 100% of the cost of the unit of study.

(f) Participation in, and completion of, appropriate professional development will be considered in the appointment of staff to promoted positions within SCEA. Whilst staff are encouraged to engage in professional development that is founded on a Christian worldview (particularly training provided by Tabor Adelaide, it is recognised that such courses may not be the most appropriate or may be unavailable in particular areas of professional development.

10.5 PERFORMANCE MANAGEMENT

(a) SCEA staff shall normally be provided with an annual appraisal of their performance. The appraisal shall be structured to recognise the operational characteristics of the School as well as relevant state or national teaching standards.

(b) SCEA may terminate the employment of a staff member who is unable to meet the normal requirements of their job. Termination shall only occur after a process that clearly identifies the performance issues and provides reasonable opportunity and assistance to address the performance issues.

10.6 MOBILITY OF TEACHERS

SCEA teachers may be encouraged to transfer to another SCEA school to a position at least comparable in status and salary to the existing position.

10.7 POLICIES

All teachers agree to abide by the policies, rules and regulations of the Association and Schools as determined by the SCEA Board through their duly authorised representatives.

New policies, rules and regulations will not be applied retrospectively.

11 LEAVE

11.1 HOLIDAY AND VACATION LEAVE

(a) Except as hereinafter provided, a teacher shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay. In order to ensure sufficient student contact and to meet other associated professional and administrative requirements, this leave shall be to a maximum limit of twelve weeks per year.

(b) Holiday and vacation leave is not in addition to, but is inclusive of, annual leave and the Public Holidays that fall within the school holidays.

(c) A school may require staff members to work up to a maximum of two (2) weeks vacation leave in a year for purposes such as Professional Development ; Curriculum Development, when significant changes are occurring; and other operational requirements of the school.

(d) In instances where staff are required to work during school holidays, arrangements will be made (i) to minimise the disruption to staff members' holidays; (ii) equitably between staff within the school; and (iii) with a minimum of six months' notice except in instances where the requirement could not be reasonably anticipated.

(e) If after one week's continuous service in any calendar year a teacher lawfully terminates his/her employment or his/her employment is terminated by the employer through no fault of the teacher, the teacher shall be granted salary instead of vacation leave proportionate to his/her length of service in that calendar year. A teacher who was actually engaged for all four terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.

(f) Where a teacher has been paid for leave, which at the time of termination has not been fully accrued, the employer may deduct from any monies owed that portion to which the teacher is not entitled.

(g) A teacher on approved paid leave, with the exception of maternity leave, shall accrue an entitlement to payment under this clause.

(h) Holiday and vacation leave shall not accrue from year to year.

(i) A teacher who is justifiably dismissed for serious misconduct shall not be entitled to the benefits of the provisions of this clause.

11.2 LONG SERVICE LEAVE

(a) Teachers who have completed eight years of continuous service with SCEA shall be entitled to take ten weeks long service leave. This leave shall be taken as a full term unless otherwise agreed with the Principal and approved by the CEO.

(b) The Salary whilst on long service leave shall be the current salary multiplied by the weighted average Full Time Equivalent hours employed over the previous eight years.

The average weighted FTE is calculated as:-

(number of hours employed in previous 8 years)/(8 x 1956).

(c) After seven years of service where employment is terminated by the teacher's death, resignation, or in circumstances other than serious misconduct, the leave entitlement shall be pro rata for the years of service completed as a proportion of eight years.

(d) Where a teacher has become entitled to a period of long service leave in accordance with this clause, the teacher shall commence such leave as soon as possible after the accrual date, or in a manner mutually agreed between the employer and teacher and no later than two years after the date the entitlement accrued.

(e) Where Long Service Leave is taken later than one year after the date the entitlement accrued because of a request from the teacher, such leave shall be paid at the salary level applying at the end of the first year after the date the entitlement accrued. Where Long Service leave is delayed at the request of the employer, leave shall be paid at the rate applying at the time the leave is taken.

(f) Each subsequent period of eight years service shall qualify the teacher for a further ten weeks' long service leave. In this instance, where employment is terminated by the teacher's death, resignation, or in circumstances other than serious misconduct, the leave entitlement shall be pro-rata for the years of service completed for that term as a proportion of eight years.

(g) Long Service Leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.

(h) Annual leave and all other relevant entitlements shall accrue at rates equivalent to the weighted average FTE cited in clause 11.2 (b)

(i) Any public holiday which occurs during the period a teacher is on long service leave shall be treated as part of the long service leave and extra day(s) in lieu thereof shall not be granted.

(j) An employee can apply to accrue long service leave entitlements for more than the eight years specified in clause 11.2(a) and (e) if:

i. the weighted average Full Time Equivalent cited in clause 11.2(b) is substantially lower than the employee's FTE at the time of taking long service leave; and,

ii. the employee can demonstrate financial hardship from being paid for this leave at the lower FTE.

Where such an application is approved, the average weighted FTE cited in clause 11.2(b) shall be adjusted to include the additional hours worked in the extended period, i.e. the numerator shall be the number of hours worked in the previous 9 or 10 years; the denominator shall remain as 15,648 (8x1956).

The period of long service leave taken under this arrangement shall still be ten weeks.

11.3 SPECIAL LEAVE

(a) A teacher shall, on sufficient cause being shown, be granted special leave with pay.

(b) "Sufficient cause" is defined as a matter or situation for which

- no other paid leave is available
- no other arrangements can reasonably be made
- the absence from duty is required due to pressing necessity.

(c) The period will be determined at the discretion of the employer having regard to all of the circumstances but should not normally exceed three days for any one instance.

(d) Such discretion is not to be harshly or unfairly exercised.

(e) Special leave shall be debited to the teacher's accrued personal leave.

(f) Special leave shall not accrue from year to year and will not be paid out on termination of employment or cashed out during employment.

11.4 COMPASSIONATE LEAVE

An employee who is unable to attend or remain at his/her place of employment during the normal hours of duty by reason of death of his/her immediate family member or household shall be entitled to take paid leave of up to 2 days for each permissible occasion. Such leave shall not be debited to the employee's accrued personal leave.

11.5 PERSONAL LEAVE

A teacher who is unable to attend or remain at the place of employment during the normal hours of duty by reason of:

(i) personal ill health or injury

(ii) the birth, death (in addition to compassionate leave), ill health or injury of his/her immediate family member or household;

shall be entitled to payment during such absence in accordance with the following provisions:

(a) Entitlement to payment shall be twelve and one half day's pay for each completed year of service. Such leave will accrue on a weekly basis. A teacher who was actually employed for all four terms in a calendar year shall be entitled to a year's entitlement.

(b) If in the first of successive years of service with the employer a teacher is absent on the grounds of personal ill health or injury for a period longer than his/her entitlement to paid personal leave, payment may be adjusted at the end of that year of service, or at the time the teacher's services terminate, if before the end of that year of service, to the extent that the teacher has become entitled to further paid personal leave during that year of service.

(c) A temporary teacher shall retain the benefit of accumulated personal leave credits upon appointment as a permanent teacher provided that the service is continuous. For the purpose of this paragraph school vacations shall not be deemed to break the continuity of service.

(d) The unused portions of the entitlement to paid personal leave in any one year shall accumulate from year to year and subject to this subclause may be claimed by the teacher if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during that year at the time of the absence. Provided that a teacher shall not be entitled to claim payment for any period exceeding thirteen weeks in any one year of service.

(e) Any time in respect of which a teacher is absent from work except time for which he/she is entitled to claim personal pay or time spent on holidays or school vacations or special leave shall not count for the purpose of determining his/her right to payment under this clause.

(f) The provisions of this subclause with respect to payment do not apply to teachers who are entitled to payment under the Workers' Compensation and Assistance Act nor to teachers whose injury or illness is the result of a teacher's own misconduct.

(g) A teacher who claims an entitlement under this clause may be required to provide to the employer evidence that would satisfy a reasonable person of this entitlement.

(h) Personal leave taken before or after long weekends must be verified with a doctor's note. In the absence of a doctor's note, this leave may be treated as Leave Without Pay.

(i) Teachers on Vacation Leave shall only accrue an entitlement to payment under this clause to a maximum of 20 days per year pro-rata to their full-time equivalence.

In any one calendar year, the first 40 days of sickness of a Teacher whilst on Vacation Leave shall be paid as Vacation Leave. For any days of sickness during Vacation Leave in excess of 40 days in a particular calendar year, a Teacher shall be taken to be on personal leave and not on Vacation Leave provided he or she has an accrued entitlement to personal leave and also supplies a medical certificate from a doctor to cover the entire period(s) of sickness during Vacation Leave within the calendar year.

(j) Where an employee is ill during a period of long service leave and produces at the time, or as soon as practicable thereafter, a medical certificate demonstrating that as a result of illness or injury the employee was confined to their place of residence or a medical facility for a period of at least 14 consecutive days, personal leave will be granted for the period the employee was so confined and the period of long service leave during confinement shall be reinstated.

(k) Unused personal leave will not be paid out on termination of employment or cashed out during employment.

(l) If a teacher is required to be absent from their workplace by an external regulatory agency, the time absent will not be deducted from a teacher's agreed personal leave.

11.6 LEAVE WITHOUT PAY

(a) While a teacher has the right to apply for leave without pay, the granting of such leave is at the discretion of the employer.

(b) A teacher applying for leave under this clause must state the period of such application and the reason for which the application is being sought.

(c) A teacher who is absent without approved leave shall be deemed to be on leave without pay.

(d) Leave without pay does not involve loss of continuity of service for salary, personal leave and long service leave purposes. Periods exceeding two weeks shall not be taken into account in calculating the period of service for any purposes of this agreement.

(e) If a teacher is granted leave without pay the question of the teacher's specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made a teacher upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

(f) The maximum period for which leave is granted under this clause shall be one year.

11.7 LEAVE FOR TRAINING WITH DEFENCE FORCE RESERVE

(a) SCEA may grant leave of absence for the purpose of Defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.

Application for leave of absence for Defence service must, in all cases, be accompanied by evidence of the necessity for attendance. Training should normally be arranged to occur during school vacations. Leave for training may be refused if, in the opinion of the Principal, it adversely affects the operation of the school.

At the expiration of the leave of absence, the employee must provide a certificate of attendance to SCEA.

Leave of absence may be paid or unpaid in accordance with the provisions of this clause.

(b) Paid leave

An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force may be granted up to a maximum of five days paid leave in any calendar year.

Where paid leave is granted, the teacher will be paid his or her normal salary for each ordinary working day. This amount will be reduced by any amount paid by the Defence Force or Cadet force to the staff member for these days. The staff member is entitled to retain all payments from the Forces relating to Saturdays, Sundays, Public Holidays and rostered days off.

(c) Unpaid leave

Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in the previous clause must be unpaid.

(d) Use of other leave

An employee may elect to use annual or long service leave credits for some or all of their absence on Defence service, in which case they will be treated in all respects as if on normal paid leave.

11.8 EMERGENCY SERVICES LEAVE

(a) Subject to operational requirements, paid leave of absence will normally be granted by SCEA to an employee who is an active volunteer member of State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigade or Volunteer Marine Rescue Service, in order to allow for attendances at emergencies as declared by the recognised authority.

(b) The Principal and SCEA are to be advised as soon as possible by the employee, the emergency service, or other person as to the absence and, where possible, the expected duration of the leave.

(c) The employee must complete a leave of absence form immediately upon return to work. The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.

(d) The Principal may approve leave to attend emergency service training or practice sessions on a leave without pay basis, but any application for paid leave for this purpose will be considered on its merits and with regard to the operational requirements of the school.

11.9 WITNESS AND JURY SERVICE

(1) Witness

(a) An employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify the Principal who shall notify SCEA.

(b) Where an employee is subpoenaed or called as a witness to give evidence in an official capacity that employee shall be granted leave of absence with pay, but only for

such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to satisfaction of SCEA. The employee is not entitled to retain any witness fee but shall pay all fees received to SCEA. The receipt for such payment with a voucher showing the amount of fees received shall be forwarded to SCEA.

(c) An employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses as soon practicable after the default, notify SCEA.

(d) An employee subpoenaed or called as a witness on behalf of the Crown, not in an official capacity shall be granted leave with full pay entitlements. If the employee is on any form of paid leave, this shall not be reinstated as such witness service is deemed to be part of the employee's civic duty. The employee is not entitled to retain any witness fees but shall pay all fees received to SCEA.

(e) An employee subpoenaed or called as a witness under any other circumstances other than specified in clauses (b) and (d) of this clause shall be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with the provisions of this agreement.

(2) Jury Service

(a) An employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the Principal and SCEA.

(b) An employee required to serve on a jury shall be granted leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a juror.

(c) An employee granted leave of absence on full pay as prescribed in Clause (a) of this clause is not entitled to retain any juror's fees but shall pay all fees received to SCEA. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to SCEA.

11.10 PARENTAL LEAVE

(a) Eligible teachers may take parental leave in respect of:

- the birth of a child to the teacher or the teacher’s spouse, or
- the placement of a child under five years of age with the teacher with a view to the adoption of the child by the teacher.

(b) A full or part-time teacher is eligible if he/she has had at least 12 months’ continuous service with SCEA immediately preceding the date upon which he/she proceeds upon such leave; and has given SCEA at least 10 weeks’ written notice of his/her intention to take such leave, and the start and finish dates of such leave.

Casual employees are eligible if they have been employed by a school on a regular and systematic basis for a period of at least 12 months and have a reasonable expectation of ongoing employment at the school.

(c) Female teachers with at least two years continuous service with the Association who give birth to a child and who make application to take parental leave shall be entitled to twelve (12) weeks paid maternity leave, in addition to any available government entitlements.

The rate of pay for the period of paid maternity leave shall be the salary level on which the staff member commences the maternity leave multiplied by the weighted full-time equivalence of employment from the later of either the commencement of employment with SCEA or the completion of the last period of maternity leave.

This period will form part of the maximum twelve months unpaid maternity leave and the same conditions will apply to this leave.

(d) An employee who is not the primary care giver is entitled to a period of paid spouse leave of up one week at the time of the child's birth as prescribed in Clause 11.10 (a) of the agreement in respect of the: (a) birth of a child to the employee or the employee's spouse; or (b) adoption of a child who is not the natural child or the stepchild of the employee or the employee's spouse; is under the age of five; and has not lived continuously with the employee for six months or longer. This leave shall be debited from the employee's Personal Leave balance.

(e) A teacher is not entitled to take parental leave at the same time as the teacher's spouse, except as provided for in Section 72 of the Fair Work Act (2009).

(f) The maximum combined parental leave that may be taken by a teacher and his or her spouse for either a birth or an adoption may be limited to 52 weeks in total.

(g) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with this subclause, if such failure is occasioned by the confinement occurring earlier than the presumed date.

(h) The period of parental leave for a female teacher shall be for an unbroken period of up to 52 weeks and shall include up to six weeks' leave to be taken immediately before the presumed date of confinement, unless, in respect of any period closer to the expected date of birth, a medical practitioner has certified that the teacher is fit to work.

(i) Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work, the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attached to that job until the commencement of parental leave. If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as parental leave.

(j) The period of parental leave may be lengthened by agreement between the teacher and the employer in accordance with the provisions of Clause 11.6 Leave without Pay of this agreement.

(k) The period of parental leave may be shortened by agreement between the teacher and the employer.

(l) Parental leave, applied for but not commenced, shall be cancelled when the pregnancy of a teacher terminates other than by the birth of a living child.

Where the pregnancy of a teacher then on parental leave terminates other than by the birth of a living child, it shall be the right of the teacher or teacher's spouse to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the teacher to the employer that he or she desires to resume work. A teacher's right to resume work in these circumstances shall be subject to the practicality of enabling the teacher to resume within this period.

Where the teacher's resumption is delayed, he or she may undertake temporary employment with another employer without affecting his or her contract of service with the school from which he or she took parental leave.

(m) Special Parental Leave and Sick Leave.

Where the pregnancy of a teacher or a teacher's spouse not then on parental leave terminates after twenty-eight weeks other than by the birth of a living child then:

- the teacher shall be entitled to such period of unpaid leave (to be known as special parental leave) as a duly qualified medical practitioner certifies as necessary before the teacher's return to work; or

- for illness other than the normal consequences of confinement the teacher shall be entitled, either instead of or in addition to special parental leave, to such paid sick leave as to which the teacher is then entitled and which a duly qualified medical practitioner certifies as necessary before the teacher returns to work.
- Where a teacher not then on parental leave suffers illness related to the teacher's pregnancy, the teacher may take such paid sick leave as to which the teacher is then entitled and such further unpaid leave (to be known as special parental leave) as a duly qualified medical practitioner certifies as necessary before the teacher returns to work.
- A teacher returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which the teacher held immediately before proceeding on such leave or, in the case of a teacher who was transferred to a safe job pursuant to subclause (4) of this clause, to the position the teacher held immediately before such transfer.
- Where such position no longer exists but there are other positions available, for which the teacher is qualified and the duties of which the teacher is capable of performing, the teacher shall be entitled to a position as nearly comparable in status and salary or wage to that of the teacher's former position.

(n) Parental Leave and Other Leave Entitlements

A teacher may take, in conjunction with or in addition to parental leave, any annual leave or long service leave or any part thereof to which the teacher is then entitled.

Paid sick leave or other paid authorised absences (excluding annual leave or long service leave), shall not be available to a teacher during the teacher's absence on parental leave.

In the event that a teacher does not return to work after taking parental leave, the teacher will be liable to reimburse SCEA for any deficit in the amount of annual or vacation leave accrued prior to commencing parental leave.

(o) Effect of Parental Leave on Employment

Absence on parental leave shall not break the continuity of service of a teacher, but the period of leave shall not be taken into account in calculating the period of service.

(p) Termination of Employment

A teacher on parental leave may terminate his or her employment at any time during the period of leave by notice given in accordance with this agreement.

An employer shall not terminate the employment of a teacher on the ground of the teacher's pregnancy or of the teacher's absence on parental leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(q) Return to Work After Parental Leave

A teacher shall be entitled to the position which the teacher held immediately before proceeding on parental leave or, in the case of a teacher who was transferred to a safe job pursuant to this clause, to the position which the teacher held immediately before such transfer. Where such a position no longer exists but there are other positions available for which the teacher is qualified and the duties of which the teacher is capable of performing, the teacher shall be entitled to a position as nearly comparable in status and salary or wage to that of the teacher's former position.

The teacher will request the employer in writing not less than six (6) weeks prior to the presumed date of return, when the teacher wishes to return to work under different arrangements from those which the teacher held immediately prior to the commencement of parental leave. The request will be considered in context of the operational requirements of the school.

12 OTHER CONDITIONS

12.1 DUTIES OTHER THAN TEACHING (DOTT)

Duties other than teaching (DOTT) means professional responsibilities carried out by the teacher within the timetable which do not usually involve or expect the actual teaching or supervision of a student or students. The use of DOTT time is normally at the discretion of the teacher.

(a) Time for DOTT for all teachers will be equivalent to a minimum of 20% of the time the teacher is undertaking face-to-face instruction.

‘Face-to-face instruction’ includes teaching or the otherwise time-tabled supervision of students.

(b) DOTT for part-time staff will be calculated using the same proportion.

(c) While it is expected that DOTT is available on a regular basis, a proportion may be accumulated and taken over no more than a semester by mutual consent to accommodate different contexts and needs.

(d) The above DOTT allowance is an increase for primary teachers from the 10% provided in previous agreements. The parties to this agreement recognise that this adjustment shall be phased in over the term of this agreement, with a minimum allocation of 15% in 2017 and full implementation in the 2018 school year.

12.2 INTERNAL RELIEF

(a) Full-time teachers may be required to perform a maximum of two periods per fortnight of relief teaching during their DOTT entitlement without a relief allowance. Additional periods of relief will be performed as necessary at a single-period relief rate calculated, as:-
Annual Salary (Step 5) / (200 x number of periods per day)

(b) Internal relief is not to be a timetabled event and should not be used where a suitable relief teacher is available.

(c) Part-time teachers may be required to perform relief teaching during their DOTT time in the same proportion.

12.3 CLASS SIZES

Class sizes will be determined at each school within the parameters of the approved budget for each school.

Each school should use standard education sector practice as a guideline for setting class sizes and composition.

A maximum class size for practical classes will be based on an assessment of student and staff safety.

12.4 SUPERVISION OF STUDENTS IN THE SCHOOL GROUNDS (YARD)

Where a teacher is required to perform yard supervision, such supervision shall be so rostered to allow a fair and reasonable break.

12.5 EVENTS AND MEETINGS

Staff are expected to attend the events outlined in the relevant school's Staff Calendar or Handbook as produced from time to time.

Staff are usually expected to attend the following meetings:

(a) All Staff – one after-school whole staff or area meeting per week

(b) Promoted staff – one after-school managerial meeting per week.

Part-time staff are expected to attend a number of the above meetings and events in proportion to their full-time equivalence. If a meeting is scheduled at a time when the staff member is not in his or her usual scheduled attendance, then the staff member is to avail him or herself of the minutes of the meeting where appropriate.

12.6 PROFESSIONAL HOURS

(a) Staff should reasonably expect to be at their school of employment for an eight hour day (including lunch) beginning at a time indicated by the school.

(b) There will be occasions in which a staff member will be required to remain at the school for longer periods than normal.

The school shall give reasonable notice of such requirements.

(c) This does not include reasonable co-curricular or extra-curricular expectations.

12.7 PROTECTIVE CLOTHING

Where a school requires that a teacher wear protective clothing in the course of his or her duties, other than with respect to sporting activity, such clothing shall be supplied by the school.

Protective clothing so issued shall remain the property of the school and be maintained in good order and condition by the teacher, fair wear and tear excepted.

12.8 DRUGS AND ALCOHOL

SCEA has a strict policy with respect to drugs and alcohol. It will constitute grounds for summary dismissal for misconduct if an employee is found to be in possession of, or to have consumed, any illegal drugs, or is under the influence of alcohol during working hours.

12.9 SMOKING

Staff are expected to observe the "No Smoking" policy that SCEA operates on its premises.

12.10 CONFIDENTIALITY

In the course of employment with SCEA, employees may receive confidential information, which is the property of SCEA or which is protected under the Privacy Act.

During and after employment with the Association, employees shall take all reasonable steps to keep confidential all information which is disclosed to or obtained as a result of employment with the Association.

Employees shall not either during or after employment with SCEA, unless required by law, disclose to any person confidential information relating to the business or affairs of the Association, its customers, students, and families or associated activities unless specifically

authorised to do so by the Chief Executive Officer in writing, other than to the extent which is necessary to perform their duties.

All and any extracts, copies, duplicates, adaptations, notes, pro-forma documents, working papers or memoranda are to be returned to SCEA prior to the termination of employment with SCEA.

12.11 COMPUTER SOFTWARE

SCEA uses computer software under licence. This software may not be used, reproduced or copied in any way that contravenes the licensing agreement.

12.12 RETURN OF SCEA PROPERTY

Upon termination of employment, employees are required to deliver to either the school or SCEA office all SCEA property in their possession including keys, equipment, mobile phones, books, documents, papers, materials and copies thereof.

12.13 USE OF WORK PRODUCT

Except as specifically set forth in writing and signed by both the employee and SCEA, SCEA shall have all copyright and patent rights with respect to all materials developed by the employee in the employ of SCEA during working hours; or time paid for by SCEA or; using SCEA's resources. All such materials so developed remain the sole property of SCEA.

Any material prepared for SCEA by an external source which has been purchased or granted to SCEA is the sole property of SCEA unless stated otherwise.

12.14 PRESENTATION AND CONDUCT

Employees represent SCEA to students, families, service providers and other agencies. At all times whilst on SCEA premises or attending functions or meetings away from SCEA premises, it is expected that employees will dress and conduct themselves in a manner that is appropriate to their professional position in line with the Christian principles of the Association, and in accordance with the SCEA Staff Code of Conduct.

13 RECOVERY OF OVERPAYMENTS

(a) Any overpayments will be repaid to SCEA within a reasonable period of time.

(b) If the Employer and employee cannot reach agreement upon what is a "reasonable period of time" as prescribed in the previous clause within 30 days of the employee being made aware of the overpayment, SCEA shall deduct an amount not exceeding 10% of the employee's net pay in any one pay period. In exceptional circumstances a departure from this arrangement may be required to ensure that overpayments are made within a reasonable period of time.

(c) On compassionate grounds, the Chief Executive Officer or his or her delegate may allow an extended period for the repayment of overpayments.

(d) Where an overpayment has been identified, the employee shall be notified in writing as to the details of the overpayment.

(e) Where an employee has incurred additional financial costs as a result of the overpayment, and can demonstrate this to the employer, this cost will be reimbursed, however the employer will not be liable for any additional costs.

14 REMUNERATION PACKAGE

(1) For the purposes of this clause:

(a) “Benefits” means the benefits nominated by the teacher from the benefits provided by SCEA.

(b) “Benefit Value” means the amount specified by SCEA as the cost to SCEA of the benefit provided including Fringe Benefit Tax, if any.

(c) “Fringe Benefit Tax” means tax imposed by the Fringe Benefits Tax Act 1986.

(2) The cost of any Fringe Benefits Tax to SCEA will be borne by the teacher and not SCEA.

(3) Conditions of Employment

Except as provided by this clause, teachers must be employed at a salary based on a rate of pay, and on terms and conditions, not less than those prescribed by the agreement.

(4) Salary Packaging

SCEA may offer to provide and the teacher may agree in writing to accept:

(a) the Benefits nominated by the teacher and approved by the employer;

(b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the teacher or under subclause (2) of this clause, in the absence of an agreement under this subclause;

(c) the available Benefits are those made available by SCEA from the following list:

- Superannuation;
- Motor Vehicle; and
- other benefits as agreed between the teacher and SCEA;

(d) SCEA must advise the teacher in writing of the Benefit Value before the agreement is entered into.

(5) During the currency of an agreement under subclause (4) of this clause:

(a) Any teacher who takes paid leave on full pay shall receive the Benefits and salary referred to in paragraphs (a) and (b) of subclause (4) of this clause.

(b) If a teacher takes leave without pay the teacher will not be entitled to any Benefits during the period of leave.

(c) If a teacher takes leave on less than full pay he or she shall receive:

- the Benefits; and
- the amount of salary calculated as agreed between SCEA and the teacher.

(d) The salary of the teacher determined in accordance with the qualifications and recognised experience of the teacher contains the Fringe Benefits Tax, if any, to be paid by the teacher and the Benefit Value of the available benefits selected by the teacher.

(6) Renewal of the salary package will be on an annual basis by agreement between the parties.

15 REDUNDANCY PROVISIONS

(1) Should a position in a SCEA school become redundant then the provisions of the Workplace Relations Act (1996); and/or this agreement, whichever is greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within SCEA will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant SCEA shall make redundancy payments to the relevant teachers according to their length of service as follows:

Period of Service		Weeks of severance pay
1 year or less		Nil
Greater than one year and less than two years	-	4 weeks
Greater than two years and less than three years	-	6 weeks
Greater than three years and less than four years	-	7 weeks
Greater than four years -	2 weeks per year of service to a maximum of 16 weeks	

(4) When SCEA identifies a potential redundancy and before a teacher is named as the teacher whose position has been declared redundant, SCEA shall offer all teachers at the school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period. At the end of the voluntary period of leave a teacher shall be reinstated on an equivalent basis to that existing at the commencement of leave.

(5) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

16 NO REDUCTION

Nothing contained herein shall allow the School to reduce the salaries or conditions of a teacher which prevailed prior to entering into this agreement, except where provided by this agreement.

17 DISPUTE RESOLUTION PROCEDURE

(a) A dispute is defined as any questions, disputes or difficulties arising out of this agreement.

(b) The parties to the dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(c) The initiation of the Dispute Resolution Procedure in the first instance is the responsibility of the aggrieved party. The dispute, and the relief sought, must be presented in writing. The response acknowledging the grievance and advice of the outcome of its consideration will also be in writing.

(d) Either party may be represented at any stage by a representative, including a union representative or employer’s organisation. Ready access to employees shall be provided to a representative so that relevant information and instructions can be

provided. The SCEA HR Contact Officer shall be available to provide confidential advice on the process.

(e) Once a dispute has been initiated the parties shall meet and confer within 14 days in an attempt to resolve the dispute. Following a meeting of the parties, the parties can agree:

- that the dispute is satisfactorily resolved;
- agree to further workplace meetings to attempt to resolve the dispute;
- take other agreed steps which will assist in the resolution of the dispute; or
- agree to proceed to conciliation and or arbitration.

(f) If the parties are unable to resolve the dispute, it shall be resolved in accordance with SCEA's dispute resolution procedure, which includes several options including, informal dispute resolution, mediation, arbitration, and potentially a referral to the Association's Grievance Committee.

(g) While this procedure is being followed work shall continue as normal.

(h) This procedure does not preclude staff from seeking independent advice or, in due course, from exercising their legal entitlements external to SCEA including, but not limited to, referral to Fair Work Australia.

18 FLEXIBILITY

(1) SCEA and an 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 one 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 SCEA and the employee in relation to one or more of the matters mentioned in paragraph (a); and:

(c) the arrangement is genuinely agreed to by SCEA and the employee.

(2) SCEA shall 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) SCEA shall ensure that the individual flexibility arrangement:

(a) is in writing;

(b) includes the name of SCEA and the employee; and

(c) is signed by the SCEA representative and the employee and, if the employee is under18 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) SCEA shall give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed.

(5) SCEA or the 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 SCEA and the employee agree in writing - at any time.

19 CONSULTATION

(1) This term applies if:

(a) SCEA has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and

(b) the change is likely to have a significant effect on employees of the enterprise.

(2) SCEA shall notify the relevant employees of the decision to introduce the major change.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If a relevant employee or employees appoint a representative for the purposes of consultation; and the employee or employees advise SCEA of the identity of their representative; SCEA shall recognise the representative.

(5) As soon as practicable after making its decision, SCEA shall:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures SCEA is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion – provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

(6) However, SCEA is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) SCEA shall give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of SCEA, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.

(9) In this term, a major change is "*likely to have a significant effect on employees"* if it results in:

(a) the termination of the employment of employees; or

(b) major change to the composition, operation or size of SCEA's workforce or to the skills required of employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain employees; or

(f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

(10) In this term, "*relevant employees"* means the employees who may be affected by the major change.

Signatories to this Agreement

The undersigned confirm that this Agreement has been offered to employees covered by the Agreement by Swan Christian Education Association Inc. and has been accepted by a majority of the employees as determined by an electronic poll.

On behalf of Swan Christian Education Association Inc.

SIGNED by..... 24/11/2015

Dr Martin Bent, Chief Operations Officer **Date**

Of 1 Padbury Terrace

MIDLAND WA 6056

in the presence of:

SIDNEY RAJANAYAGAM

Witness Name (please print)

Witness signature

On behalf of the Employees

SIGNED by 24/11/2015

Mr Peter Bolt, Chairman, SCEA Staff Committee **Date**

Of 381 Great Northern Highway

MIDDLE SWAN WA 6056

in the presence of:

Karen Stewart

Witness Name (please print)

Witness signature

To: **Commissioner Gregory, Fair Work Commission (FWC)**

From: **Dr Martin Bent, Swan Christian Education Association**

Undertaking pursuant to Clause 17 'Dispute Resolution Procedure' of the Swan Christian Education Association Teachers' Enterprise Agreement 2016

Swan Christian Education Association undertakes, for the purposes of clarity, to include disputes in relation to the National Employment Standards (NES) in Clause 17, Dispute Resolution Procedure, of the Swan Christian Education Association Teachers' Enterprise Agreement 2016, Disputes pertaining to the NES can be settled under the dispute settlement term of the clause.

Undertaking signed on behalf of Swan Christian Education Association Inc

..... 7/12/15

Dr Martin Bent, Chief Operations Officer

Before .....

Rowan Joubert (CA)

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

(1) This term applies if the employer:
  (a) 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
  (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(2) For a major change referred to in paragraph (1)(a):
  (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  (b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:
  (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:
  (a) discuss with the relevant employees:
    (i) the introduction of the change; and
    (ii) the effect the change is likely to have on the employees; and
    (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

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(b) for the purposes of the discussion—provide, in writing, to the relevant employees:
  (i) all relevant information about the change including the nature of the change proposed; and
  (ii) information about the expected effects of the change on the employees; and
  (iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(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 the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
  (a) the termination of the employment of employees; or
  (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  (d) the alteration of hours of work; or
  (e) the need to retrain employees; or
  (f) the need to relocate employees to another workplace; or
  (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):
  (a) the employer must notify the relevant employees of the proposed change; and
  (b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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(12) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion—provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) 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).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

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