



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Scotch College Adelaide Incorporated T/A Scotch College
(AG2024/774)

SCOTCH COLLEGE ADELAIDE ENTERPRISE AGREEMENT 2024

Educational services

COMMISSIONER PLATT

ADELAIDE, 27 MARCH 2024

Application for approval of the Scotch College Adelaide Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *Scotch College Adelaide Enterprise Agreement 2024* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Scotch College Adelaide Incorporated T/A Scotch College (the Applicant). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 22 March 2024.

[3] On 24 March 2024, I provided the parties with a table of issues. The Applicant addressed these matters by way of written submissions.

[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) of the Act I note that the Agreement covers this organisation.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 31 January 2027.



COMMISSIONER

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**Scotch College Adelaide
Enterprise Agreement 2024**

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PART 1 APPLICATION AND OPERATION

1. Title

This enterprise agreement will be known as the Scotch College Adelaide Enterprise Agreement 2024.

2. Definitions and Interpretation

In this Agreement unless otherwise stated:

Agreement means the Scotch College Adelaide Agreement 2024.

College means Scotch College Adelaide Incorporated.

Employee means an employee of the College who falls within the scope of Clause 5 of this Agreement (Coverage).

Fair Work Act or **Act** means the Fair Work Act 2009 (Commonwealth) as amended from time to time.

General Staff Award means the Educational Services (Schools) General Staff Award 2020.

Highly Accomplished Teacher (HAT) means a teacher who has been certified as such in accordance with the requirements of the Australian Institute of Teaching and School Leadership.

Lead Teacher - means a teacher who has been certified as such in accordance with the requirements of the Australian Institute of Teaching and School Leadership.

NES means the National Employment Standards in Part 2-2 of the Fair Work Act, as amended from time to time.

Principal means the employee appointed by the College to the most senior leadership position in the College.

College means Scotch College Adelaide Incorporated.

College Days means the days on which Employees are normally expected to be at the College and the public holidays which occur other than in College vacation periods.

School Year means the period of 12 months commencing on the day teachers are required to attend the College for the new education year, as determined by the College.

Standard Rate means the annual salary applicable to Level 3.1 in **Schedule 4**.

Teachers' Award means the Educational Services (Teachers) Award 2020.

Term Weeks means the weeks in a year that students are required to attend College as set out in the College calendar.

Union means the Independent Education Union of Australia

Years of Service means the total years of teaching experience gained as a teacher in South Australian Schools or pre-Schools or in comparable Schools outside South Australia including employment as a casual, temporary or replacement teacher.

3. Term of the Agreement

- 3.1 This Agreement will operate from the date 7 days after the date on which Fair Work Commission approves the Agreement.
- 3.2 The nominal expiry date of this Agreement will be 31 January 2027.
- 3.3 The College is mindful of market relativity and is also committed to a culture of reward for performance and may offer additional and differentiated increases during the life of the agreement if and where appropriate. Such increases may occur without consultation with staff.

4. Renegotiation

The College and Employees will commence discussions in relation to the negotiation of a further enterprise Agreement at least six months immediately prior to the nominal expiry date of this Agreement.

5. Coverage

- 5.1 This Agreement will cover:
- (a) the College;
 - (b) all employees of the College who fall within the coverage of the Teachers' Award or the General Staff Award, excluding:
 - (i) persons appointed to the College's Senior Executive Team.
 - (ii) Employees whose principal duties are Instructional Services as defined in the General Services Staff Award, including Instrumental Music Tutors, Choir Masters and Sport Coaches.
- 5.2 It is intended that the Independent Education Union of Australia will give notice to Fair Work Commission under section 183 of the Act that it wants this Agreement to cover it.

6. Access to the Agreement and National Employment Standards

The College must ensure that copies of this Agreement and the NES are readily available to Employees either from the Office of People and Culture or via the College's intranet.

PART 2 ALL EMPLOYEES

7. National Employment Standards

7.1 The NES comprise Part 2 – 2 of the Act (sections 59 – 131) and contain 12 minimum standards relating to:

- Maximum weekly hours of work
- Requests for flexible working arrangements
- Offers and requests to convert from casual to permanent employment
- Parental leave and related entitlements
- Annual leave
- Personal/Carer's leave, compassionate leave and paid domestic and family violence leave
- Community service leave
- Long service leave
- Public holidays
- Superannuation contributions
- Notice of termination and redundancy pay
- Fair Work Information Statement and Casual Employment Information Statement.

7.2 The provisions of the NES apply to all Employees. It is not intended that this Agreement operate in any way that is less favourable than the NES. If any provision of this Agreement could be interpreted as providing a less favourable outcome to an employee than the NES, the NES will prevail to the extent of the inconsistency. Where this Agreement provides Employees with superior entitlements to those which are provided by the NES, this Agreement will apply.

8. Provisions Providing Entitlements Relating to the NES

8.1 Requests for flexible working arrangements

(a) An employee may request, in writing, a change in their working arrangements in the following circumstances:

- (i) the employee is pregnant;
- (ii) the employee is the parent, or has responsibility for the care, of a child
- (iii) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (iv) the employee has a disability;
- (v) the employee is 55 or older;
- (vi) the employee is experiencing violence from a member of the employee's family;
- (vii) 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; and
- (viii) an employee who is returning to work after taking leave in relation to the birth or adoption of the child and who may request to work part-time to assist the employee care for the child.

(b) The College will only refuse a written request for a change in working arrangements on reasonable business grounds.

(c) Before responding to a request, the College will 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.

(d) The College will give the employee a written response to a request within 21 days, stating whether the College grants or refuses the request.

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- (e) If the College refuses the request, the written response will include details of the reasons for the refusal including the business ground or grounds for the refusal and how the ground or grounds apply.
- (f) If the College and the employee reach an agreement on a change in working arrangements that differs from that initially requested by the employee, the School will provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

8.2 Parental Leave

- (a) The parental provisions of the NES are varied such that:
 - (i) for an Employee who is entitled to take, and does take, unpaid birth - related leave or adoption - related leave under section 70 of the Act at the time of birth of the child or at the time of placement of the child in the case of adoption, and who is or will be the primary carer of the child, the first 20 weeks of that leave will be paid leave;
 - (ii) an Employee with service of at least the amount prescribed in section 67(1) or (2) of the Act whose spouse or de facto partner gives birth to a child or adopts a child is entitled to paid leave for ten College Days around the time of the child's birth or adoption;
 - (iii) If an Employee specified in 8.2(a)(ii) has completed less than 12 months continuous service but has successfully achieved the probationary requirements of the College, they will be entitled to five (5) days paid leave around the time of the child's birth or adoption.
 - (iv) the rate of payment for paid leave under this clause will be the Employee's permanent fraction of time plus any regular allowances payable immediately before commencing the leave.
- (b) If an Employee receives a payment under this clause in respect of a period of parental leave, and the Employee subsequently takes a further period of parental leave in respect to the birth or placement of another child, the Employee will not be entitled to a further payment under this clause unless the Employee has returned to work at the College, which need not be their substantive position, for at least 6 months or the equivalent of a College year.
- (c) Any paid leave taken in accordance with clause 8.2(a)(i) will not count as service for any purpose.
- (d) Employer superannuation contributions will be made on payments of paid parental leave.
- (e) An Employee's entitlement to paid leave under clause 8.2(a) does not affect, and is not affected by, an Employee's entitlement to paid parental leave under the Paid Parental Leave Act 2010 (Cth), or any other instrument.

8.3 Child Rearing Leave

- (a) In addition to Parental Leave, Employees are entitled to Child Rearing Leave for a maximum of 52 weeks, less any extended unpaid parental leave approved under section 76 of the Act regarding the same child.
- (b) Child Rearing Leave is leave without pay and is available only for the care of pre-school aged children.
- (c) Employees must, not less than 10 weeks prior to the proposed start of Child Rearing Leave, give the College written notice of the dates on which they propose to start and finish the period of leave. Employees are not in breach of this requirement if in compelling circumstances they are required to become the primary care-giver of a child.

8.4 Personal/Carer's leave

- (a) Full-time Employees are entitled to 10 days of paid personal/carer's leave upon commencement of their employment with the College and a further 10 days personal/carer's leave on the commencement of each succeeding year of continuous service with the College. Part-time Employees are entitled to receive annually a pro -rata fraction of the full-time entitlement.
- (b) An Employee (other than a casual employee) who has a personal/carer's leave credit who is on long service leave is entitled to take personal leave providing the Employee has sufficient personal/carer's leave credit and produces a medical certificate covering the period of illness.
- (c) An Employee who is absent on paid personal leave either on the working day immediately preceding or immediately following a public holiday or on both days is entitled to payment for that holiday without deduction from the personal/carer's leave credit of the Employee.

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- (d) Where an Employee produces a medical certificate which states that the Employee is suffering from one of the following diseases:

<ul style="list-style-type: none">• Acquired immune deficiency syndrome• Chicken pox• Diphtheria• Erysipelas• Glandular fever• Herpetic whitlow• Infectious hepatitis• Infectious mononucleosis•	<ul style="list-style-type: none">• Measles• Meningitis• Mumps• Poliomyelitis• Rubella• Scarlet fever• Staphylococcal infection•	<ul style="list-style-type: none">• Typhoid• Whooping cough• Cholera• Small pox• Yellow fever• Malaria• Tuberculosis• Giardia
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Or other diseases as the College may determine by notice to Employees following proof of the disease within the College and related activities, and

where a medical practitioner is of the opinion that in all probability the disease was contracted by the Employee while on duty as a result of contact with the children or other Employees of the College then the Employee must be granted special leave with pay not debited to the Employee's paid personal/carer's leave credit.

- (e) Any leave granted under this clause cannot exceed 52 weeks in total, whether taken in one period or in broken periods for one particular disease.
- (f) Part-time Employees will be entitled to leave under this clause, on a pro-rata basis, but the leave granted cannot exceed 52 weeks in total, whether taken in one period or in broken periods for one particular disease.

8.5 Community Service Leave

The community service leave provisions of the NES apply, but in addition for all Employees, the College will reimburse an Employee the difference between the amount paid for attendance at jury service and the amount of salary the Employee would have received in respect to the ordinary time the Employee would have worked had the Employee not been on jury service.

8.6 Special Leave

- (a) The College may, where reasonable cause exists, grant to an Employee special leave with or without pay for any period and upon such conditions as are mutually agreed with the Employee.
- (b) Special leave granted is in addition to any other leave to which an Employee is entitled to under the Agreement or the NES.
- (c) Leave without pay will not be taken into account in calculating a period of service for any purpose nor for calculating long service leave. However, absence on leave will not break continuity of service.
- (d) The College may require evidence to support a request for Special Leave. The evidence required will be that which would satisfy a reasonable person that the leave is necessary

8.7 Domestic and Family Violence Leave

The College will provide in the first instance, ten (10) days per year of paid leave to attend legal proceedings, counselling, appointments with a medical practitioner, relocation, the making of safety arrangements and other activities associated with the experience of domestic and family violence

8.8 Redundancy Entitlements

This Agreement provides more favourable entitlements than the NES relating to notice, consultation, and redundancy pay in the event of redundancies – see clauses 26, 44 and 72 of this Agreement.

8.9 Notice of Termination of Employment

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This Agreement provides more favourable entitlements than the NES relating to notice of termination of employment for teachers and for general staff with not more than 1 years' service – see clause 25 in respect of teachers and clauses 43 and 71 in respect of general staff.

8.10 Annual Leave – Boarding Supervision Employees

This Agreement provides more favourable entitlements than the NES relating to annual leave – see clause 60.3.

8.11 The entitlements in this clause do not apply to casual Employees, unless otherwise stated.

8.12 No payments will be withheld from or forfeited by an employee under 18 years of age unless it is agreed in writing by a parent or guardian

9. Long Service Leave

9.1 Long service leave is provided for in the Long Service Leave Act 1987 (South Australia), except as modified for teachers by clause 38.

10. Flexibility

10.1 The College and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

(a) the individual flexibility arrangement 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;

(b) the arrangement meets the genuine needs of the College and the Employee in relation to one or more of the matters mentioned in paragraph 10.1(a) above; and

(c) the arrangement is genuinely agreed to by the College and the Employee.

10.2 The College must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act; and
- (b) are not unlawful terms under section 194 of the Fair Work Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

10.3 The College must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the College and Employee; and
- (c) is signed by the College and the 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 this 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
 - (iv) states the day on which the arrangement commences.

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- 10.4 The College must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5 The College or the Employee may terminate the individual flexibility arrangement:
- (a) by giving 28 days' written notice to the other party to the arrangement; or
 - (b) if the College and the Employee agree in writing at any time.
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11. Study Support

- 11.1 The College actively supports all staff in pursuing relevant tertiary qualifications. At the discretion of the Principal, support may include up to 50% reimbursement of fees and the provision of unpaid leave.
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12. Consultation regarding major workplace change

- 12.1 This clause applies if:
- (a) the College 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.
- 12.2 The College must notify the relevant Employees and their chosen representative and the Union of the decision to introduce the major change.
- 12.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause 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 College of the identity of the representative; the College must recognise the representative.
- 12.4 As soon as practicable after making its decision, the College must:
- (a) discuss with the relevant Employees and offer to discuss with the Union and other Employee appointed representatives:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the relevant Employees; and
 - (iii) measures the College is taking to avert or mitigate the adverse effect of the change on the relevant Employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant Employees and the Union and other Employee appointed representatives:
 - (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 relevant Employees; and
 - (iii) any other matters likely to affect the relevant Employees.
- 12.5 However, the College is not required to disclose confidential or commercially sensitive information to the relevant Employees or the Union or Employee appointed representatives.
- 12.6 The College must give prompt and genuine consideration to matters raised about the major change by the relevant Employees, their representatives or the Union.
- 12.7 In this clause, 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 College's workforce or to the skills required of Employees; or

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- (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.

12.8 Change to regular roster or ordinary hours of work

- (a) In this clause, relevant Employees means the Employees who may be directly affected by the major change.
- (b) For a change referred to in paragraph 12.1(b) the College must notify the relevant employees of the proposed change; and the relevant employees may appoint a representative for the purposes of this term.
- (c) If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the College of the identity of the representative; the College must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the College must discuss with the relevant employees the introduction of the change; and
- (e) 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 College reasonably believes will be the effects of the change on the employees; and
 - (iii) Information about any other matters that the College reasonably believes are likely to affect the employees; and
 - (iv) 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).
- (f) The College is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The College must give prompt and genuine consideration to matters raised about the change by the relevant employees.

13. Consultative Committee

- 13.1 The College and Employees are committed to co-operation and consultation at the workplace. Accordingly, consultative mechanisms will include a consultative committee.
- 13.2 There shall be one Consultative Committee comprising of representatives from Teaching and Non-Teaching staff.
- 13.3 At times this Committee may divide into separate groups of Teaching and Non-Teaching staff dependent on the issue being considered.
- 13.4 The Consultative Committee will meet at least once each College term unless the Committee itself agrees to meet more or less often.
- 13.5 The Consultative Committee shall comprise agreed numbers of employees covered by this Agreement (having regard to a spread of vocational representation) and persons representing the management of the College. The elected IEU Representative will be entitled to a position, but not required to be a member, on the Consultative Committee.
- 13.6 Employee representatives shall be selected by ballot from amongst the whole of the group. The ballot will be managed by the Staff Association at the commencement of each year at its discretion. The Chairperson of the Committee shall be elected by the committee from amongst its members.

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- 13.7 Any member of staff may seek to have an issue raised at the Consultative Committee. Issues will be in writing and accompanied by a document outlining the issue and proposing a remedy.
- 13.8 Reports of the Committee shall go to staff and to that level of decision making where the implementation of any recommendation may be effected.
- 13.9 The Consultative Committee is advisory in nature and that any decisions remain the prerogative of the management of the College.
- 13.10 It is recognised that the Consultative Committee members have access to Dispute Settling Procedures in the event that it is aggrieved either by the failure of the Committee to meet or are aggrieved by an unsatisfactory outcome of the consultation process.
- 13.11 The elements of genuine consultation include:
- (a) the sharing of information and taking cognisance of all the data;
 - (b) recognition of the right of individuals to be represented;
 - (c) regular and ongoing commitment to the process;
 - (d) inclusivity;
 - (e) recognition of mutual responsibility;
 - (f) inclusive determination of issues for discussion;
 - (g) commitment to constructive outcomes; and
 - (h) an understanding that the parties participating in the consultation are representative of the thinking of the group to whom the issue is relevant.
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14. Dispute Resolution

- 14.1 If a dispute relates to:
- (a) a matter arising under the agreement; or
 - (b) the National Employment Standards; or
 - (c) any industrial matter;
- this clause sets out procedures to settle the dispute.
- 14.2 With regards to Clause 14(1)(c) above, "any industrial matter" does not include issues such as the College's decisions regarding College ethos, College curriculum, College structure, College fees and College enrolments.
- 14.3 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. The representative may be any person chosen by the Employee. This may be a union representative.
- 14.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- (a) The Employee will notify the Principal (or delegate) of the nature of the grievance and will request a meeting.
 - (b) The Principal or delegate will conduct a meeting with the aggrieved Employee as soon as practicable, and where possible, not more than 7 days following the communication of the grievance.
 - (c) The Employee is entitled to be accompanied at the meeting by a support person or representative.
 - (d) During the meeting, the Employee will detail the nature of the grievance and the remedy sought.
- 14.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

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14.6 Fair Work Commission may deal with the dispute in 2 stages:

- (a) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

14.7 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an Employee must 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
- (b) an Employee must comply with a direction given by the College to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

14.8 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

15. Union Related Matters

- 15.1 The College must permit an Employee who is appointed as the representative of a group of Employees or the elected Union representative to represent the industrial interests of any Employees to post notices on a common room notice board, as long as such notices are lawful and removed in a timely manner.
- 15.2 The representative will be permitted in working hours (other than timetabled teaching time) to interview the Principal or Principal's delegate on union business. These interviews must take place at a time and place convenient to both parties.
- 15.3 Meetings of union members who are employed at the College may be held on College premises at times and places convenient to union members and to the College.
- 15.4 The College will provide a total of 2 days' paid release per calendar year to be used by elected IEU Representatives or other delegated members to attend the Annual IEU Representatives' Conference or relevant professional learning relating to their role such as, but not only, Enterprise Bargaining and Workplace Advocacy workshops and seminars.
- 15.5 This clause will be read in conjunction with Chapter 3, Part 3-4 of the Fair Work Act 2009 (Cth).

16. Method of Remuneration

- 16.1 All monies payable to Employees will be paid once each fortnight.
- 16.2 Payment will be made by direct transfer. An Employee has the right to nominate the financial institution and the account. The College may recover costs incurred for splitting payments into multiple accounts.

17. Superannuation

- 17.1 The College is required to make statutory superannuation guarantee contributions on an employee's behalf to the employee's fund of choice or, if the employee does not nominate a fund, to the employee's stapled fund, in accordance with the Superannuation Guarantee Scheme and the Superannuation Guarantee (Administration) Act 1992.
- 17.2 If an employee does not nominate a fund and does not have a stapled fund the College will make contributions to NGS Super.
- 17.3 Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the College to pay on behalf of the Employee a specified amount from the post taxation remuneration of the Employee into the same superannuation fund as the College makes the superannuation contributions provided for in this clause.
- 17.4 Contributions will be paid monthly, or more frequently as legislation may determine, on behalf of all Employees for whom contributions are required to be made in accordance with legislation.

18. Salary Packaging

- 18.1 At an Employee's request, the College may, at its discretion, enter into arrangements whereby the Employee receives a benefit in lieu of part of their salary. This may include salary sacrifice of additional superannuation contributions over and above the requirements of the superannuation legislation. Total Remuneration is not reduced by these arrangements except for the cost of any fringe benefits tax to the College. Employees must meet the Fringe Benefits Tax costs and the costs of the administration of the package. Any such agreement will be in writing, signed by both parties.
- 18.2 "Total Remuneration" means total salary payable directly or indirectly, whether in cash or in kind, by the College to the Employee including employer superannuation benefits payable by the College in satisfaction of the superannuation legislation.
- 18.3 Any written agreement under this clause will include provisions:
- (a) clearly specifying the arrangement, including the agreed value of any non-salary item, the net impact on take home salary and the liability for taxation and administration obligations and expenses which may arise from the arrangement;
 - (b) recommending that the Employee take independent financial advice prior to signing any written agreement.
- 18.4 Any agreement made under this clause may be terminated by either party by giving 28 days' written notice.
- 18.5 If there is any change to taxation legislation that affects salary packaging, an Employee will not be compensated by the College for any resultant cost or loss suffered by the Employee.

19. Monetary Obligations

- 19.1 The monetary obligations imposed on the College by this Agreement may be absorbed into over agreement payments. Nothing in this agreement requires the College to maintain or increase any over agreement payments.

20. Employee access to Out of College Hours Care (OSHC)

- 20.1 Employees may access the College's OSHC program for any of their children who are students at the College on the same basis as other families.
- 20.2 Access to the Scotch OSHC program will be available free of charge for Employees who are required to work beyond their normal finishing time to attend meetings, if attendance at those meetings is expected by the Principal.

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- 20.3 Unless otherwise approved by the Principal, OSHC services will only be available if a program would normally have run at that time.
- 20.4 Unless otherwise approved by the Principal, only College students can attend the College's OSHC program.
-

21. Flexible Work Arrangements

- 21.1 The College and the Employees recognise a need for Employees to achieve a suitable balance between work and family responsibilities. The College supports the provision of flexible working arrangements where possible and practical without detriment to an Employee's substantive position.
- 21.2 An employee returning to employment at the College after Parenting Leave (not just maternity leave) may apply to the Principal to work part-time for an agreed period.
- 21.3 Following a request for part-time work, the Principal must consult with the Employee. If a request cannot be accommodated, the Employee is entitled to be provided with reasons in accordance with s65 of the Fair Work Act (2009).
- 21.4 Employees have the right to request a reduction in time or other flexibility arrangements to facilitate an agreed transition to retirement over a maximum period of 2 years. The agreement could include an agreed retirement date, an agreement regarding the preservation of accrued Long Service Leave or any other mutually beneficial arrangements. If the request is not approved written reasons will be provided.
-

22. Performance Appraisal

- 22.1 Formative and summative performance appraisals will continue.
- 22.2 The appraisals will be based on objective performance criteria set in consultation with Employees.
- 22.3 There will be discussion with the Employee about the criteria to be used.
- 22.4 Criteria used will relate to the role statement for the Employee's position.
- 22.5 The summative appraisal process will apply to the following groups only:
- (a) Employees on probation
 - (b) Employees seeking re-appointment to promotion/leadership positions
 - (c) Employees whose performance has been identified as unsatisfactory by the Principal.
- 22.6 The formative appraisal process will apply to all Employees covered by this Agreement.

PART 3. TEACHERS

23. Definitions

In this Part:

Employee means a person employed by the College as a teacher in a classification described in **Schedule 2**.

24. Contract of Hiring

24.1 General Provisions

- (a) All Employees will be employed as permanent full-time, permanent part-time, fixed term, replacement, temporary or casual Employees, subject to the provisions in clause 24.4 (Employment Categories).
- (b) On appointment, the College will provide the Employee (other than a casual Employee) with a letter of appointment stating the classification and rate of salary applicable on commencement, the Employee's face-to-face teaching load and details of their co-curricular commitment.
- (c) In the case of a part-time Employee, the letter of appointment will include the Employee's teaching load expressed as a decimal fraction to a maximum of two decimal points of a full-time load in the College. Part-time Employees' participation in co-curricular and other professional activities and duties will generally be, on balance, in the same proportion to their teaching load as that of a full-time Employee.
- (d) Where the College and the Employee agree to a temporary increase in the Employee's hours of work, the extra proportion of teaching time will be a separate contract of employment for casual work subject to the conditions of clause 24.4 (f) (Temporary Employees) except that the minimum hourly provisions of clause 24.4(g) (Casual Employees) may be disregarded. The Employee's remuneration for the extra work will be paid at the casual rate of the Employee's incremental step in the salary scale.
- (e) All appointments will be in accordance with the salary scale in Schedule 1 having regard to the qualifications, experience, duties and responsibilities of the Employee concerned.
- (f) An Employee must comply with the Principal's reasonable directive to carry out the classroom teaching duties as are within the limits of the Employee's skills, competence and training.
- (g) On engagement, the College may require an Employee to supply:
 - (i) documentary evidence of the Employee's experience and qualifications or other evidence satisfactory to the College as to the Employee's suitability to perform the duties the Employee would be required to undertake; and
 - (ii) a certificate from an approved legally qualified medical practitioner that the Employee is of sound health and free from any physical or mental defect likely to impair Employee's ability to perform the duties required. The Employee may choose the gender of the medical practitioner. The College must pay for the cost of obtaining the certificate.

24.2 Probation

- (a) All appointments other than appointments to replacement, temporary or casual positions will be regarded as probationary for the first two College terms. The College may at its discretion reduce or waive the probationary period. If the Employee's employment is continued after the probationary period the employment will be deemed to be permanent unless it was mutually agreed to extend the probationary period in accordance with clause 24.2 (d).
- (b) During the probationary period the Employee will receive induction and other professional assistance as is deemed necessary by the College.
- (c) During the probationary period an Employee who is deemed by the College to be unsatisfactory is to be advised accordingly in writing and counselled.
- (d) Where a probationary Employee is deemed by the College to be unsatisfactory the College may, with the consent of the Employee, extend the period of probation for a single extension of a period not exceeding two College terms.

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24.3 During the probationary period an Employee who is not to be confirmed as permanent is to be given notice of termination as detailed in clause 25.

24.4 Employment Categories

(a) Except for probationary Employees, all Employees other than replacement, temporary, fixed term or casual Employees will be deemed to be permanent.

(b) Full-time Employees

A full-time Employee is any Employee who is not part-time or casual.

(c) Part-time Employees

- (i) A part-time Employee is an Employee who is engaged to work on a regular basis for less than a full School week and less than the total number of teaching periods worked by a full-time Employee at the College during a full School week.
- (ii) A part-time Employee is entitled to the benefits under this Agreement on a pro-rata basis. The pro-rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Employee from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Employee in the College, or in the case of an Employee in the College's Early Learning Centre/Pre-College, the Early Learning Centre/Pre-College.
- (iii) Part-time Employees may be requested to change the usual calendar day of teaching to another day on an occasional basis in cases of genuine time-tabling changes. A request by the College will not be unreasonably denied.
 - Unless the Employee consents, a request to change a teaching day to another day cannot occur more than twice per term.
 - At least 2 weeks' notice must be provided to the Employee
 - The Employee will not receive any additional payment for changing a day.
 - If the request to change the teaching day results from a public holiday, the Employee must be paid for all days worked in the week in addition to the public holiday. The extra day must be paid at the casual rate of the Employee's appropriate incremental step and will not count in the calculation of leave entitlements.
 - Part-time Employees cannot be scheduled relief lessons in non-scheduled work time but may be offered to be paid at the casual rate.
 - If compelling individual circumstances prevent the employee from making the requested change by the end of the two-week notice period, the notice period may be extended by a further two weeks.
- (iv) A part-time Employee can reasonably be expected to participate in all College related activities on those days on which that Employee normally works at the College and such other times as are negotiated with the College.

(d) Replacement Employees

- (i) A replacement Employee is one who is hired for a period mutually agreed between the College and the Employee.
- (ii) A replacement Employee may be hired to replace an Employee absent on approved leave of any kind. However, the replacement Employee does not have to fill the position vacated by the Employee on leave.
- (iii) Before the College hires a replacement Employee the College must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.
- (iv) Either party may terminate the contract of hiring by providing 2 weeks' notice in writing, unless the College is required under the NES to give more notice, in which case the NES will prevail.

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- (v) Where an employee does not give the appropriate notice, and there is no agreement to reduce or waive the notice period, the College may withhold from salaries and allowances such payment of up to two (2) week's wages, which has been authorised by the employee and is reasonable in the circumstances.
- (vi) Replacement Employees hired for less than a full College term are paid at the casual rate as referenced in clause 30.4.
- (vii) Replacement Employees hired for a full College term or more must be paid at their appropriate incremental step with pro-rata entitlement to personal/carer's leave, annual leave and annual leave loading.

(e) Fixed Term Employees

- (i) An Employee may be hired on a fixed term basis for a period not exceeding five years to:
 - Undertake the role of Head of House or Head of Faculty or Head of Subject or other Teaching Leadership position established by the College;
 - Undertake work in other senior management roles;
 - Undertake work of a specialised nature; or
 - Undertake work established as a trial when the trial should in the College's view be undertaken over a period of more than 12 months.
- (ii) The College will employ up to and no more than 10% of the total FTE of Employees covered by this Part of the Agreement as fixed term employees.
- (iii) Either party may terminate the contract of hiring by providing 10 weeks' notice in writing.
- (iv) Where an employee does not give the appropriate notice, and there is no agreement to reduce or waive the notice period, the College may withhold from salaries and allowances such payment of up to two (2) week's wages, which has been authorised by the employee and is reasonable in the circumstances.
- (v) Fixed term Employees will be entitled to other benefits applying to permanent Employees.

(f) Temporary Employees

- (i) An Employee may be hired on a temporary basis for a period not exceeding 12 months to:
 - fill an unforeseen vacancy pending filling of the position on a permanent basis;
 - fill a position established on a "trial" basis e.g. consequent upon experimental curriculum change;
 - undertake a specified task which has a limited period of operation;
 - fill a position sustained by specific purpose qualified funding provided by the Government;
 - provide additional teaching staff for temporary increase in enrolments at the College which occur after the commencement of the College Year.
- (ii) Before the College hires a temporary Employee, the College must inform that person of the reason for temporary nature of the employment.
- (iii) Either party may terminate the contract of hiring by providing 2 weeks' notice in writing, unless the College is required under the NES to give more notice, in which case the NES will prevail.
- (iv) Where an employee does not give the appropriate notice, and there is no agreement to reduce or waive the notice period, the College may withhold from salaries and allowances such payment of up to two (2) week's wages, which has been authorised by the employee and is reasonable in the circumstances.
- (v) Temporary Employees hired for less than a full College term are paid at the casual rate as referenced in clause 30.4.

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- (vi) Temporary Employees hired for a full College term or more must be paid at their appropriate incremental step with pro-rata entitlement to personal/carer's leave, annual leave and annual leave loading.

(g) Casual Employees

- (i) Casual employees cannot be reappointed to the same position or in the same capacity for longer than one continuous College term unless the casual Employee is replacing an Employee absent for personal reasons and the date of return is uncertain, in which case the casual Employee may be employed in the same position or in the same capacity for up to two College terms.
- (ii)
- (iii) A casual engagement may be extended by agreement between the College and the Employee provided the total period of the engagement does not exceed one College term.

Casual Employees may be employed for less than a full day but not for less than 3 consecutive hours. A casual employee in a children's service or early childhood education service may be paid for a minimum of two hours per day.

25. Termination of Employment

25.1 Notice of Termination by College

- (a) In order to terminate the employment of an Employee, the College must give the Employee at least 10 weeks' notice in writing.
- (b) Payment in lieu of notice must be made if the appropriate notice is not given.
- (c) The College may terminate the employment of the Employee without notice if an Employee:
 - (i) is guilty of serious misconduct;
 - (ii) or for any other lawful cause of summary dismissal.
- (d) In the case of such summary dismissal, salary will be paid up to the time of dismissal only.
- (e) The period of notice in this clause does not apply in the case of:
 - Replacement Employees;
 - Temporary Employees; and
 - Casual Employees.
- (f) During the period of notice of termination given by the College the Employer will grant reasonable paid leave of absence to an Employee being retrenched to attend interviews for alternative employment. The time off is to be taken at times that are convenient to the Employee after consultation with the College.

25.2 Notice of Termination by Employee

- (a) In order to terminate his or her employment an Employee must give the College at least 10 weeks' notice in writing, with the termination date to coincide with the last teaching day of a College term, unless otherwise agreed by the College.
- (b) Where an Employee does not give the appropriate notice, and there is no agreement to reduce or waive the notice period, the College may withhold from salaries and allowances such payment of up to two (2) week's wages, which has been authorised by the employee and is reasonable in the circumstances.

25.3 Termination due to incapacity

- (a) If, in the opinion of the College, an Employee who by reason of physical or mental incapacity is not or would not be able to:
 - (i) perform adequately the work genuinely and reasonably required for the employment or position in question;
 - (ii) perform the work without endangering him or herself or other persons; or

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- (iii) respond adequately to situations of emergency that should reasonably be anticipated in connection with the employment or position in question, and

where a medical practitioner confirms that the incapacity is of a permanent nature, then the College may retire the Employee from his or her employment.

- (b) An Employee who fulfils the above provisions must, upon the request of the College, submit to a medical examination or examinations. Failure to attend the medical examination without reasonable cause will be deemed to be evidence of incapacity. The Employee may choose the gender of the medical practitioner.
- (c) An Employee is entitled to use all personal/carer's leave credit before retirement under this clause.

25.4 Statement of Service

- (a) At the Employee's request the College must provide to an Employee (other than a casual Employee) whose employment has been terminated a written statement specifying:
 - the length of service;
 - the number and range of duties performed;
 - any promotion positions held; and
 - any special and/or additional duties performed.
- (b) At a casual Employee's request the College must provide to a casual Employee a statement which specifies the number of duty days undertaken by the Employee during the period of engagement of the Employee.

25.5 Payment on termination of employment

- (a) The College will pay an employee no later than seven days after the day on which employment is terminated, for wages and entitlements owing under this Agreement
- (b) This may be altered by mutual agreement to suit the needs of the College and an individual employee

26. Redundancy

- 26.1 "Redundancy" in this clause means the loss of employment due to the College no longer requiring the job the Employee has been doing to be performed by anyone or because of the insolvency of the College and "redundant" has a corresponding meaning.
- 26.2 This clause does not apply to Employees excluded from the application of Division 11 of Part 2-2 of Chapter 2 of the Act.
- 26.3 Where the College has made a definite decision that it no longer wishes the job the Employee(s) have been doing done by anyone and that decision may lead to termination of employment, the College must have discussions as soon as practicable with the Employees directly affected, their appointed representatives and the Union. Discussions must include:
 - (a) the reasons for the proposed terminations;
 - (b) measures to avoid or minimise the terminations;
 - (c) the criteria used for selection;
 - (d) measures to mitigate the adverse effects of any terminations on the Employees concerned.
- 26.4 For the purposes of such discussion the College must as soon as practicable provide in writing to the Employees concerned, the Employee's appointed representative and the Union, all relevant information about the proposed terminations, including the:
 - (a) reasons for the proposed terminations;
 - (b) number and category of Employees likely to be affected;
 - (c) number of Employees normally employed;

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- (d) period over which the terminations are likely to be carried out.

The College is not required to disclose confidential information the disclosure of which when looked at objectively would be against the College's interests.

26.5 Period of notice of termination on redundancy or partial redundancy

- (a) If the services of an Employee are to be terminated due to redundancy then the Employee must be given written notice that in ten weeks' time, exclusive of any period of annual leave, the position occupied by the Employee will be declared redundant or partially redundant.
- (b) If the College fails to give notice of termination as required the College must pay to that Employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. If the College makes payment in lieu for all or any of the period of notice, then the period for which the payment is made will be treated as service for the purpose of calculating any service related entitlements of the Employee and will be deemed to be service with the College for the purposes of the Long Service Leave Act 1987.
- (c) If alternative employment cannot be provided at the end of the 10 weeks' time specified above, the College may terminate the employment of the Employee. The notice of termination must be in writing and must be accompanied by copies of all written endeavours to locate alternative employment.

26.6 Time off during notice period

- (a) During the period of notice of termination given by the College, the College must attempt to provide for the continuing employment of the Employee by granting reasonable paid leave of absence, of at least one day, to the Employee being retrenched for the purpose of seeking other employment.

26.7 Redundancy pay

- (a) In addition to the period of notice prescribed for termination in clause 26.5, an Employee whose employment is terminated by reason of redundancy is entitled to the following amounts of redundancy pay in respect of a continuous period of service:
- (b) 12 weeks' salary plus 1 week's salary for each year or part year of continuous service with the College up to a maximum of 12 weeks. (Total maximum is 24 weeks.)
- (c) The redundancy payment with annual leave, annual leave loading, long service leave payment and all other entitlements must be paid in a lump sum on the last working day of employment.
- (d) The Employee must be provided with a statement detailing how the monetary entitlement was calculated.
- (e) The Employee must be provided with a work reference including the reason for the termination of employment, the length of service and an evaluation of the work performed in that time.
- (f) If an Employee is entitled to be paid an amount of redundancy pay by the College under this clause, and the College obtains other acceptable employment for the Employee, or cannot pay the amount, the College may make application to Fair Work Commission under section 120 of the Act for a determination that the amount of redundancy pay is reduced to a specified amount (which may be nil) that Fair Work Commission considers appropriate. If such a determination is made, the amount of redundancy pay to which the Employee is entitled is the reduced amount specified in the determination.
- (g) An Employee is not entitled to redundancy pay under this clause if the circumstances are as set out in section 122(2) of the Act (which relates to a transfer of employment where services with the first employer counts as service with the second employer) or section 122(3) of the Act (which relates to an employee rejecting an offer of employment made by another employer in certain circumstances), unless Fair Work Commission makes an order under section 122(4) of the Act.

26.8 Employee leaving during notice period

- (a) An Employee whose employment is terminated on account of redundancy may terminate his or her employment during the ten weeks' time provided in clause 26.5(a) by the giving of at least one week's notice in writing. In this case, the Employee is entitled to the same benefits and payments under this clause as if remaining with the College until the expiry of the notice period. The Employee is not

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entitled to payment in lieu of notice. The Employee will not be entitled to payment of salary beyond the resignation date.

26.9 Partial redundancy

- (a) Where an Employee is transferred to lower paid duties by reason of redundancy, the Employee must be given ten weeks' notice and the College may, at the College's option, make payment instead of an amount equal to the difference between the former rate of salary and the new rate of salary for the number of weeks of notice still owing.
- (b) Where an Employee is given notice of partial redundancy, the Employee may within one month of receipt of such notice elect to declare the position wholly redundant in which case all provisions of this clause in relation to total redundancy will apply.
- (c) Where partial redundancy is accepted by an Employee a pro-rata compensatory redundancy payment in accordance with clause 26.7 will be provided to the Employee at the date when the partial redundancy takes effect.

27. Unsatisfactory Performance and Disciplinary Action

27.1 Summary dismissal

- (a) The College may terminate the employment of the Employee without notice if an Employee:
 - is guilty of serious misconduct;
 - or for any other lawful cause of summary dismissal.
- (b) In the case of such summary dismissal, salary will be paid up to the time of dismissal only.

27.2 Disciplinary action and dismissal in other circumstances

- (a) If an Employee is negligent, inefficient, incompetent or unsatisfactory in the discharge of his or her duties, then the College must inform the Employee of the particulars in writing and provide counselling to assist the Employee to overcome the inefficiencies or incompetence
- (b) Except in exceptional circumstances, the following indicative steps will be undertaken by the College to assist an Employee whose performance is considered unsatisfactory:
 - (i) Principal (or delegate) identifies the specific area(s) or issue(s) of concern, providing evidence and examples of unsatisfactory performance where possible.
 - (ii) Principal (or delegate) meets informally with the Employee to outline the College's concerns and to ascertain possible reasons for the unsatisfactory performance.
 - (iii) Principal (or delegate) advises the Employee of the impact of current performance on the College.
 - (iv) Principal (or delegate) and the Employee discuss ways to improve performance and/or reduce or remove any factors that may be influencing the Employee's ability to perform to the standard required by the College.
 - (v) Principal (or delegate) advises the Employee of the support that is available to assist the Employee in improving performance.
 - (vi) Principal (or delegate) sets performance expectations and targets that are measurable and attainable (using a Performance Improvement Plan – PIP).
 - (vii) Employee seeks clarification from the Principal (or delegate) if unclear about the performance expectations and requirements.
 - (viii) Principal (or delegate) reviews progress against agreed performance targets and provides feedback to the Employee.
 - (ix) If the Principal (or delegate) is not satisfied that the Employee's performance has improved to the required standard, further action will be taken by the College. This may include extending the Performance Improvement Plan or commencing a disciplinary process.

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- (c) The procedure detailed in (b) above will be repeated over a period covering at least one College term before notice of termination is given to the Employee.
- (d) Notice of termination will be in writing giving at least 10 weeks' notice and will state the reasons for the termination and details of the counselling provided.

28. Employment Outside the College

- 28.1 An Employee must not undertake any other paid employment which, in the opinion of the College, would interfere with the efficient discharge of the Employee's duties in the College, or in any way prejudice the interests of the College.
- 28.2 Employees must inform the College of any paid employment undertaken outside of the College.

29. Meal Break

- 29.1 An Employee is entitled, each day, to a meal break between the hours of 11.00 am and 2.30 pm.
- 29.2 The meal break will be for not less than 30 minutes, no later than 5 hours after commencing work, except where an Employee is rostered for supervision duties (on a particular day) during the students' lunch period, in which case the duration of the meal break will be not less than 20 minutes.
- 29.3 The meal break will be continuous and free of disruption scheduled by the College.
- 29.4 The above provisions will not apply:
 - (i) to an Employee who is absent from the College at the relevant time due to activities such as excursions or College camps; or
 - (ii) on days when students remain indoors because of inclement weather.
- 29.5 This clause will not operate so as to prevent an Employee undertaking activities with students or staff on a voluntary basis.

30. Salary Rates and Allowances

- 30.1 The minimum salary per annum payable to a full-time Employee, and the salary increases payable under this Agreement will be in accordance with Schedule 1 (Salaries and Allowances) and Schedule 2 (Classifications).
- 30.2 Part-time Employees
- 30.3 A part-time Employee will be paid pro rata, at the same rate as a full-time Employee in the same classification.
- 30.4 Casual Employees
 - (a) Casual employees will receive pay at the hourly rate, plus an additional 25%, based on their qualifications and years of teaching experience according to clause 90 - Schedule 2.
 - (b) The rates of pay for a casual employee are contained in clause 89 – Schedule 1.

31. Payroll Deductions

The College will make deductions from salaries as authorised in writing by an Employee, and in accordance with section 324 of the Act.

32. Higher Duties

If an Employee is required by the College to perform duties applicable to a higher classification for a continuous period exceeding five working days, then the Employee must be paid the rate prescribed for the higher classification for the entire period the work is undertaken.

33. Annual Leave

33.1 Period of leave

- (a) Annual Leave is provided for in the NES. This clause supplements the NES.
- (b) An Employee must take Annual Leave during non-Term weeks. Annual Leave must be taken, in the case of an Employee whose employment with the College is continuing into the next College Year, in the four-week period immediately following the final Term Week of the current College Year, unless otherwise agreed with the College.

33.2 An Employee may take annual leave re-credited in accordance with the NES only during non-Term weeks as directed by the College.

34. Pro-rata Payment of salary inclusive of annual leave

34.1 This clause incorporates the NES entitlement with respect to annual leave.

34.2 The provisions of this clause will apply:

- (a) in the calculation of payment in regard to pro-rata salary where an Employee's employment ceases; or
- (b) in the calculation of payment in regard to pro-rata salary if:
- (c) an Employee commenced employment after the College or pre school Service Date;
- (d) an Employee has taken leave without pay of more than two Term Weeks since the College or pre school Service Date; or
- (e) the hours which an employee has worked have varied since the College or pre school Service Date.

34.3 Calculation of payments

$$P = \frac{S \times C}{B} - D$$

P is the payment due

S is the total salary paid in respect of Term Weeks, or part thereof, since the College or pre school Service Date or the date of employment in circumstances where the Employee has been employed by the College since the Service Date

B is the number of Term Weeks, or part thereof in the College or Pre school Year

C is the number on non-Term Weeks, or part thereof, in the College or Pre school Year

D is the salary paid in respect of non-Term Weeks, or part thereof that have occurred since the College or pre school Service Date or date of employment in circumstances where the Employee has been employed by the College since the College Service Date.

34.4 For the purpose of this clause:

Service Date means the date from which Employees are paid at the commencement of the College or Pre school Year in their first year of service with the College; and

Employee means an Employee other than a casual Employee.

34.3 The formula in clause 34.3 is intended to be used to calculate the pro-rata salary inclusive of annual leave owing to an Employee in respect of the College Year in which the formula is applied.

34.4 Termination of employment

On termination of employment an Employee will be entitled to a payment calculated in accordance with this clause.

34.5 Employees who commence employment after the commencement of the College Year.

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An Employee who commences employment after the commencement of the College Year in any College Year will be paid from the date the Employee commences, provided that at the end of the last Term Week in that year, the Employee must be paid an amount calculated pursuant to clause 34.3 and will receive no salary or other payment other than payment under this clause until the Service Date or the resumption of Term 1 in the following College Year.

34.6 Employees who take approved leave without pay

Where an Employee takes leave without pay with the approval of the College for a period which (in total) exceeds more than two Term Weeks in any year, the Employee will be paid a salary calculated in accordance with this clause as follows:

- (a) If the leave without pay commences and concludes in the same College Year, the payment will be calculated and made at the conclusion of the last Term Week in that year; and
- (b) If the leave without pay is to conclude in a College Year following the College Year in which the leave commenced:
 - (i) at the commencement of the leave, a payment will be calculated and made in respect of the College Year in which the leave commences; or
 - (ii) at the end of the last Term Week in that year in which the leave concludes, a payment will be calculated and made in respect of that College Year.

34.7 If the Employee returns early from leave any payment under clause 34.8(a) will be taken into account in calculating the amount owed to the Employee at the end of the last Term Week in that year.

35. Annual Leave Loading

35.1 An Employee who has served throughout the College Year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:

- (a) at the time that the Employee is paid annual leave or pro-rata annual leave; or
- (b) on the termination of employment by either party.
- (c) Leave loading is to be calculated using the following formula:

[Weekly salary x 4 x 17.5%] x Term Weeks worked by the Employee in that College Year divided by Total Term Weeks in that College Year up to a maximum of the Australian Bureau of Statistics average weekly total earnings of all males applicable to the May quarter in the College year in which the payment is made.

For example, in the case of an Employee with a weekly salary of \$1000 on termination of Employment (or at the end of the final Term Week in the College Year) who was employed at the College for 20 of the 38 Term Weeks in that College Year, the calculation will be as follows:

$$\$1000 \times 4 \times 17.5\% = \$700$$

$$\$700 \times 20/38 = \$368.42.$$

35.2 Notwithstanding clauses 35.1(a) and 35.1(b), the College may pay annual leave loading to the Employee with each salary payment throughout the College Year by increasing the annual rate of pay as at the commencement of the College Year, or as subsequently varied, by 1.342%. Where the College elects to pay leave loading with each salary payment throughout the College Year the College will advise the Employee in their letter of appointment.

36. Staff Absences

36.1 Where an Employee is absent and the absence is likely to be prolonged, the remaining Employees will not normally be required to carry out the duties of the absent Employee.

36.2 Where an employee is absent due to attendance at employer instigated activities such as conferences and College camps, the remaining employees will not be required to carry out the duties of the absent employee if this would involve them exceeding the normal teaching load at the College over a College year.

37. Working Arrangements

- 37.1 This clause supplements the NES in respect of maximum weekly hours.
- 37.2 Due to the operational requirements of the College, the 38 ordinary hours of work per week for an Employee may be averaged over a 12-month period.
- 37.3 The ordinary hours of work for an Employee during Term Weeks are variable. In return, an Employee is not generally required to attend for periods of time when the students are not present, subject to the needs of the College with regard to professional development, student free days and other activities requiring the Employee's attendance.
- 37.4 The following circumstances are not included when calculating the Employee attendance days:
- (a) co-curricular activities that are conducted on a weekend;
 - (b) College related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-Term Weeks;
 - (c) when the Employee appointed to a leadership position is performing duties in non-Term Weeks that are directly associated with the leadership position; and
 - (d) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the College community, in which an Employee may be recalled to perform duties relating to their position.
- 37.5 The College will provide written notice of the Term Weeks and days in non-Term times on which the Employees are required to attend, six months in advance of the requirement to attend.
- 37.6 The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of an Employee's entitlements for the College Year or a proportion of the College Year. The Employee's absence from the College during non-Term Weeks is deemed to include their entitlement to annual leave.

38. Long Service Leave

- 38.1 The provisions of the Long Service Leave Act 1987 (South Australia) (refer to Long Service Leave Act 1987; 7(1) (2) (3) (4) a) to d)) shall apply with the following exceptions:
- (a) Long service leave should be taken in a continuous period of one term's duration (Long Service Leave Act 7(2) amended).
 - (b) The granting and taking of long service leave in shorter periods will be based on compassionate grounds or other grounds deemed suitable by the Principal and the employee (Long Service Leave Act 7(4) amended).
 - (c) The granting and taking of long service leave after seven (7) years provided the same pro rata conditions apply as in the Long Service Leave Act 1987 and this Agreement.

39. Professional Development

- 39.1 A minimum of five (5) days of Professional Development will be undertaken by Employees annually.
- 39.2 The College will pay the costs, including essential accommodation and travel, associated with relevant training and professional development approved in advance by the Principal or nominee.
- 39.3 Professional Development may take place in the Employee's own time and/or College time.
- 39.4 Professional Development may include:
- (a) further studies that contribute to achieving the College vision as defined;
 - (b) conferences or courses organised either externally (associations, etc) or internally (faculty, etc).

This clause excludes applications for support for Tertiary Study and HAT/Lead accreditation

PART 4 - GENERAL STAFF –

Administration, Classroom & Boarding Supervision

40. Definition - In this Part:

- 40.1 Employee means a person employed by the College as a member of the General Staff in a classification described Administration, Classroom Support & Boarding Supervision Employees in Schedule 5.

41. Contract of Hiring

41.1 General provisions

- (a) All Employees will be employed as permanent full-time, permanent part-time, replacement, fixed term, temporary, or casual Employees, subject to the provisions in clause 41.1(b).
- (b) A new Employee may be employed for a probationary period not exceeding 3 months. Unless there is written agreement to the contrary, the appointment will be deemed to be permanent on expiry of this period. For the avoidance of doubt, this clause does not apply to replacement, temporary or casual Employees.
- (c) Upon appointment, the College must inform the Employee in writing of the following:
 - (i) the nature of employment (that is, permanent, replacement, temporary, fixed term or casual);
 - (ii) the classification level in accordance with Schedule 5;
 - (iii) the salary applicable to the position;
 - (iv) the normal hours of work (weekly or over a four-week period);
 - (v) the number of ordinary hours per week and weeks per year; and
 - (vi) the duties which the Employee is expected to perform.
- (d) The conditions of employment outlined above in clause 41.1 above (i), (iv) and (v) and cannot be altered except by mutual agreement between the College and the Employee or in accordance with clause 44 (Redundancy).

42. Employment Categories

42.1 Full-time Employees

In this Part, a full-time Employee is an Employee who is normally required to work 37.5 hours per week or an average of 37.5 hours per week in accordance with clause 51 – Ordinary Hours of Work.

42.2 Part-time Employees

- (a) A part-time Employee is an Employee who is engaged to work less than 37.5 ordinary hours per week or an average of less than 37.5 hours per week and/or for less than the full College Year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of the weekly rate for the Employee's classification divided by 37.5.
- (c) A part-time Employee's entitlements under this Agreement will be calculated on a pro rata basis.

42.3 Replacement Employees

- (a) A replacement Employee is one who is hired for a period mutually agreed between the College and the Employee.
- (b) A replacement Employee may be engaged for the purpose of replacing another Employee on approved leave of any kind. However the replacement Employee does not have to fill the position vacated by the Employee proceeding on leave.

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- (c) Prior to engagement of a replacement Employee, the College must inform the replacement Employee of the temporary nature of the employment and of the rights of the Employee who is being replaced.
- (d) The College is not obligated to engage a replacement Employee if within the College there already exists an Employee who can fulfil the position by increasing his or her hours of work or by being reclassified.

42.4 Fixed Term Employees

The College may employ up to 10% of Employees on fixed term contracts for up to five years.

42.5 Temporary Employees

- (a) An Employee may be hired on a temporary basis for a period not exceeding 12 months to:
 - (i) fill a position sustained by specific purpose qualified funding; or
 - (ii) temporarily increase the hours worked per week by a part-time Employee currently in the College's employment.

42.6 Casual Employees

- (a) A casual Employee is an Employee engaged as such and paid by the hour for a period mutually agreed between the College and the Employee.
- (b) For each ordinary hour worked, a casual employee must be paid:
 - (iii) the minimum hourly rate for the classification in which they are employed; and
 - (iv) a loading of 25% of the minimum hourly rate.
- (c) Except for boarding supervision Employees, a casual Employee must not be appointed to the same position or in the same capacity for any continuous period longer than one College term.
- (d) A casual Employee will be engaged and paid for a minimum of 2 hours for each engagement
- (e) A casual Employee must be paid fortnightly in accordance with clause 16.
- (f) The contract of hiring may be terminated by the College or the Employee on the giving of one day's notice. If the required notice is not given, the College must pay the Employee the salary which would have been payable for the next day's employment.

42.7 Offers and requests to convert from casual to permanent employment

- (a) An employee engaged by the College as a regular casual employee must be offered the opportunity to have their employment converted to full-time or part-time employment; if
 - (i) the employee has been employed by the College for a period of 12 months beginning the day the employment started; and
 - (ii) during at least the last six (6) months of that period, the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full time employee or a part time employee (as the case may be).
- (b) All offers of casual conversion will be made in accordance with the NES.

43. Termination of Employment

43.1 Notice of Termination by College

- (a) In order to terminate the employment of an Employee, the College must give the Employee the following notice:

Period of Continuous Service	Period of Notice
Not more than 3 years	At least 2 Weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

In addition to the notice set out above, Employees over 45 years of age at the time of the giving of notice with not less than 2 years continuous service are entitled to additional notice of 1 week.

- (b) Payment in lieu of notice must be made if the appropriate notice is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- (c) The College may terminate the employment of the Employee without notice if an Employee:
- (i) is guilty of serious misconduct;
 - (ii) or for any other lawful cause of summary dismissal.

43.2 Time off During Notice Period

Where the College has given notice of termination to an Employee, the employer will grant reasonable paid leave of absence to an employee being retrenched to attend interviews for alternative employment. The time off is to be taken at times that are convenient to the Employee after consultation with the College.

43.3 Statement of Employment

- (a) At the Employee's request the College must provide to an Employee (other than a casual Employee) whose employment has been terminated a written statement specifying:
- the length of service;
 - the number and range of duties performed;
 - any promotion positions held; and
 - any special and/or additional duties performed.
- (b) At a casual Employee's request the College must provide to a casual Employee a statement which specifies the number of duty days undertaken by the Employee during the period of engagement of the Employee.

43.4 Payment in Lieu

If the College makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the College for the purposes of computing any service related entitlement of the Employee.

43.5 Notice of Termination by Employee

- (a) In order to terminate employment an Employee must give the College at least one week's notice if their period of continuous service at the end of the day the notice is given is not more than one year, and otherwise the Employee must give at least 2 weeks' notice.
- (b) Where an employee does not give the appropriate notice, and there is no agreement to reduce or waive the notice period, the College may withhold from salaries and allowances such payment of up to one (1) week's wages, which has been authorised by the employee and is reasonable in the circumstances.
- (c) The College may, where reasonable cause exists, reduce or waive the required period of notice.

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43.6 Termination Due to Incapacity

- (a) If, in the opinion of the College, an Employee who by reason of physical or mental incapacity is not or would not be able to:
- perform adequately the normal duties genuinely and reasonably required of the Employee;
 - perform the work without endanger to him or herself or other persons; or
 - respond adequately to situations of emergency that should reasonably be anticipated in connection with the employment or position in question,
- and where a medical practitioner confirms that the incapacity is of a permanent nature, then the College may retire the Employee from his or her employment by giving the appropriate notice in writing. The Employee may choose the gender of the medical practitioner.
- (b) An Employee who fulfils the above provisions must, upon the request of the College, and at the College's expense, submit to a medical examination or examinations. Failure to attend the medical examination without reasonable cause will be deemed to be evidence of incapacity.
- (c) An Employee is entitled to use all personal/carer's leave credit before retirement under this clause.

43.7 Payment on termination of employment

- (a) The College will pay an employee no later than seven days after the day on which employment is terminated, for wages and entitlements owing under this Agreement
- (b) This may be altered by mutual agreement to suit the needs of the College and an individual employee

44. Redundancy

44.1 Definition

- (a) "Redundancy" in this clause means the loss of employment due to the College no longer requiring the job the Employee has been doing to be performed by anyone or because of the insolvency of the College and "redundant" has a corresponding meaning.

44.2 Exclusions

- (a) This clause does not apply to Employees with less than one year's continuous service. The general obligation of the College is no more than to comply with clause 12, and to give such Employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such Employees of suitable alternative employment.
- (b) This clause does not apply to Employees excluded from the application of Division 11 of Part 2-2 of Chapter 2 of the Act.

44.3 Discussions Before Termination

- (a) Where the College has made a definite decision that it no longer wishes the job the Employees have been doing done by anyone and that decision may lead to termination of employment, the College must have discussions as soon as practicable with the Employees directly affected, their appointed representative and the Union. Discussions must include:
- the reasons for the proposed terminations;
 - measures to avoid or minimise the terminations;
 - measures to mitigate the adverse effects of any terminations on the Employees concerned.
- (b) For the purposes of such discussion the College must as soon as practicable provide in writing to the Employees concerned, their appointed representative and the Union, all relevant information about the proposed terminations, including:
- the reasons for the proposed terminations;
 - the number and categories of Employees likely to be affected;
 - the number of Employees normally employed; and

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- the period over which the terminations are likely to be carried out.

The College is not required to disclose confidential information the disclosure of which when looked at objectively would be against the College's interests.

(c) The College must attempt to provide for the continuing employment of the Employees concerned by:

- granting reasonable paid leave to the Employees to attend interviews for alternative employment;
- taking all reasonable steps to provide opportunities for retraining and educating the Employees in new skills and techniques to maximise employment opportunities in the industry.

44.4 Period of Notice of Termination on Redundancy

- (a) If, within 2 weeks of the notification in clause 44.3(b) alternative employment cannot be provided for or gained by the Employee, then the College may terminate the employment of the Employee in accordance with the notice provisions of clause 44.7.
- (b) Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the College of technological change in the industry in relation to which the College is engaged must be given not less than 3 months' notice of termination
- (c) If the College fails to give notice of termination as required the College must pay to that Employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the College for the purpose of the Long Service Leave Act 1987 (SA).

44.5 Time off During Notice Period

During the period of notice of termination given by the College the employer will grant reasonable paid leave of absence to an employee being retrenched to attend interviews for alternative employment. The time off is to be taken at times that are convenient to the Employee after consultation with the College.

44.6 Redundancy Pay

- (a) In addition to the period of notice prescribed for termination in clause 43.1, an Employee whose employment is terminated by reason of redundancy is entitled to the following amounts of redundancy pay in respect of a continuous period of service:

Period of continuous service	Redundancy
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

- (b) The redundancy payment must be added to annual leave pay, annual leave loading, long service leave entitlements and any other entitlements and paid in a lump sum on the last day of employment.
- (c) If an Employee is entitled to be paid an amount of redundancy pay by the College under this clause, and the College obtains other acceptable employment for the Employee, or cannot pay the amount, the College may make application to Fair Work Commission under section 120 of the Act for a

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determination that the amount of redundancy pay is reduced to a specified amount (which may be nil) that Fair Work Commission considers appropriate. If such a determination is made, the amount of redundancy pay to which the Employee is entitled is the reduced amount specified in the determination.

- (d) An Employee is not entitled to redundancy pay under this clause if the circumstances are as set out in section 122(2) of the Act (which relates to a transfer of employment where services with the first employer counts as service with the second employer) or section 122(3) of the Act (which relates to an employee rejecting an offer of employment made by another employer in certain circumstances), unless Fair Work Commission makes an order under section 122(4) of the Act.

44.7 Written Notice

- (a) The College must, as soon as practicable, but prior to the termination of the Employee's employment, give to the Employee a written notice containing, among other things, the following:
- the date and time of the proposed termination of the Employee's employment;
 - details of the monetary entitlements of the Employee upon termination of the Employee's employment including the manner and method by which those entitlements have been calculated;
 - advice as to the entitlement of the Employee to assistance from the College, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
 - advice as to the entitlements of the Employee if the Employee terminates his or her employment during the period of notice.

44.8 Partial Redundancy

- (a) Where an Employee is transferred to lower paid duties by reason of redundancy, the Employee must be given notice in accordance with clause 43.1(a) and the College may, at the College's option, make payment instead of an amount equal to the difference between the former rate of salary and the new rate of salary for the number of weeks of notice still owing.
- (b) Where an Employee is given notice of partial redundancy, the Employee may on receipt of such notice elect to declare the position wholly redundant in which case all provisions of this clause in relation to total redundancy will apply.
- (c) Where partial redundancy is accepted by an Employee a pro-rata compensatory redundancy payment in accordance with clause 44.6 will be provided to the Employee at the date when the partial redundancy takes effect.

44.9 Employee Leaving During Notice Period

An Employee whose employment is terminated on account of redundancy may terminate their employment during the period of notice by giving at least one week's notice in writing. Where an employee does not give the appropriate notice, and there is no agreement to reduce or waive the notice period, the College may withhold from salaries and allowances such payment of up to one (1) week's wages, which has been authorised by the employee and is reasonable in the circumstances.

45. Unsatisfactory Performance

- 45.1 If an Employee is consistently negligent, inefficient, incompetent or uncooperative in the discharge of his or her duties, then the College must inform the Employee of the particulars in writing.
- 45.2 The written particulars will constitute notice to the Employee that unless within one calendar month the Employee rectifies the matters referred to in the particulars then the Employee may be dismissed upon the giving of the appropriate notice detailed in clause 43.1.

46. Salaries

- 46.1 The minimum salary per annum payable to a full-time Employee, and the salary increases payable under this Agreement will be in accordance with Schedule 4 (Salaries & Allowances) and Schedule 5 (Classifications).

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- 46.2 All salaries and allowances will be apportion-able in time.
- 46.3 An Employee is entitled to progress to the next higher incremental step (if any) in the salary scale on the anniversary of appointment.
- 46.4 Salaries are payable in advance during annual leave periods.
- 46.5 The fortnightly salary will be 12/313 of the minimum annual salary calculated to the nearest 10 cents.
- 46.6 Employees engaged to work for less than 52 weeks per year will be paid at the rate calculated by use of the pro-rata formula in clause 46.8
- 46.7 Boarding supervision Employees who work for less than 52 weeks per year will be paid in accordance with the pro-rata formula in clause 46.9.
- 46.8 A permanent part-time Employee other than a boarding supervision Employee may elect to be paid:

- (a) over the 52 weeks of the College Year, at a weekly rate calculated as follows:

$$\frac{\text{Equivalent full-time annual salary}}{1} \times \frac{\text{Hours actually worked per week}}{37.5} \times \frac{\text{Weeks actually worked}}{48} \times \frac{6}{313}$$

- (b) during the actual periods of work during the School Year at a weekly rate calculated as follows:

$$\frac{\text{Equivalent full-time annual salary}}{1} \times \frac{\text{Hours actually worked per week}}{37.5} \times \frac{\text{Weeks actually worked}}{48} \times \frac{1}{\text{Number of weeks actually worked}}$$

- 46.9 Permanent part-time boarding supervision Employees may elect to be paid:

- (a) over the 52 weeks of the College Year, at a weekly rate calculated as follows:

$$\frac{\text{Equivalent full-time annual salary}}{1} \times \frac{\text{Hours actually worked per week}}{37.5} \times \frac{\text{Weeks actually worked}}{48} \times \frac{6}{313}$$

- (b) during the actual periods of work during the School Year at a weekly rate calculated as follows:

$$\frac{\text{Equivalent full-time annual salary}}{1} \times \frac{\text{Hours actually worked per week}}{37.5} \times \frac{\text{Weeks actually worked}}{43} \times \frac{1}{\text{Number of weeks actually worked}}$$

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46.10 Junior Employees:

A junior Employee appointed at classification level 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of adult rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

47. Annualised Salaries

47.1 Annual salary instead of Agreement provisions

- (a) Notwithstanding any other provision of this Agreement, the College and an individual Employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the College and the individual Employee. The terms the College and the individual Employee may agree to vary the application of to create an annualised salary are those concerning:
 - (i) Salaries;
 - (ii) First Aid;
 - (iii) Overtime;
 - (iv) Penalty Rates;
 - (v) Allowances; and
 - (vi) Annual leave loading.
- (b) Where an annual salary is paid the College must advise the Employee in writing of the annual salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annual salary.
- (c) The College and the individual Employee must have genuinely made the agreement to annualise salaries under this clause without coercion or duress.

47.2 Annual salary not to disadvantage Employees

- (a) The annual salary must be no less than the amount the Employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (a) The annualised salaries of the Employee must be reviewed by the College annually and on termination of employment to ensure that the compensation is appropriate by the payment of the base salary and the penalties, overtime rates allowances and loadings provided by this Agreement.
- (b) Any reconciliation payment will be identified and paid in the relevant fortnightly pay.

48. First Aid

48.1 Application

An Employee who is designated by the College to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid a First Aid allowance as per the annualised rate shown in **Schedule 4** for full-time employees or a pro-rata proportion for part-time employees.

48.2 Excluded Employees

This allowance does not apply to:

- (a) an Employee employed exclusively as first aid officer; or
- (b) an Employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

49. Higher Duties

An Employee who is required to perform duties applicable to a classification higher than that of the Employee for more than one week and the duties constitute the whole or substantially the whole of the type of duties which would attract the higher classification, then the Employee must be paid the rate prescribed for the minimum incremental level of the higher classification for the entire period the work is undertaken.

50. Reclassification and Role Review

50.1 Reclassification

- (a) An Employee who has served in a classification for not less than one year and is regularly called upon to perform a substantial volume of duties appropriate to a higher classification is entitled to request reclassification to a higher classification.
- (b) An Employee who is required to perform duties appropriate to a higher classification for a temporary period only will be dealt with according to clause 49 (Higher Duties)
- (c) Re-classification is not dependant on organisational vacancies but is subject to mutual agreement between the College and an Employee.
- (d) An application for re-classification must be:
 - in writing;
 - accompanied by a current agreed duty statement; and
 - detail the reasons for the request for re-classification.
- (e) When mutual agreement cannot be achieved or a period of 4 working weeks has elapsed without response from the College, then an assessment panel must be convened to determine the application.
- (f) The assessment panel will comprise:
- (g) a representative nominated by the College;
- (h) a representative nominated by the Employee applicant;
- (i) a representative elected by the teaching staff of the College.
- (j) If the application is successful the Employee must be placed on an incremental step in the salary range appropriate to the new classification.
- (k) The date of operation of a successful application must be no later than 3 months after the date of written application by the Employee.
- (l) Where the College or an Employee is not satisfied with the decision of the assessment panel then the dispute resolution procedure will be invoked in accordance with clause 14 (Dispute Resolution).

50.2 Role Review

On the first anniversary of appointment and biennially thereafter, or at another mutually agreed time, consultation will occur between the College and the Employee to ensure that the duty statement is accurate and conforms with the classification levels set out in **Schedule 5**.

51. Ordinary Hours of Work

- 51.1 Subject to this clause, a full-time Employee's ordinary hours of work will be 37.5 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with clause 42 (Employment Categories).

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- 51.2 The ordinary hours of work in clause 51.1 may be averaged over a period of a fortnight. The exception to this is Employees within the Resources sub-classification employed in outdoor education, and Employees within the boarding house supervision sub-classification, whose hours of work may be averaged over a period of up to 12 months. The ordinary hours of work will be worked on no more than 5 days in any 7 days and may be worked as follows:
- (a) For Employees other than boarding supervision Employees, on any day from Monday to Friday between 8.00 am and 6.00 pm unless the College and the Employee expressly agree to the contrary.
 - (b) For boarding supervision Employees, on any day from Monday to Sunday.
 - (c) For Curriculum/education resources – outdoor education only, on any day from Monday to Saturday between 6.00 am and 6.00 pm.
-

52. Span of Hours

Provided that where a daily span of hours is specified, and there is mutual agreement between the College and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

53. Breaks – Employees Other Than Boarding Supervision Employees

- 53.1 An employee must not work more than 5 hours in any one day without a meal break of not less than 30 minutes nor more than one hour.
- 53.2 The meal break will not count as time work.
- 53.3 The College must allow an Employee a tea break of 15 minutes duration which will be counted as time worked.
-

54. Overtime

- 54.1 Employees who are classified as Level 4 and above and who are paid an annual salary for full-time employment are not eligible to receive overtime rates except by mutual agreement between the College and the Employee.

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- 54.2 Subject to Clause 54.1, for work performed outside of or in excess of ordinary hours by Employees other than boarding supervision Employees, the following overtime rates apply.

	Full-time and part-time employees	Casual employees
For overtime worked on	% of minimum hourly rate	% of minimum hourly rate
Monday to Saturday—first 3 hours	150	175
Monday to Saturday—after 3 hours	200	225
Sunday	200	225
Public holidays	250	275

- 54.3 For time worked by boarding supervision Employees in excess of 75 hours are payable at the rate of an additional 50% of ordinary time rate.
- 54.4 If shiftwork penalties apply to the time worked, overtime rates do not apply for reason of the time worked being outside of ordinary hours.
- 54.5 Employees who are required by the College to attend College functions out of hours must be paid overtime in accordance with clause 54.2
- 54.6 An Employee may, at the Employee's election, take time-in-lieu of work performed outside the Employee's normal hours or overtime. The time in lieu will attract the same penalty loadings as the overtime detailed in clause 54.2
- 54.7 If a College employee takes time off in lieu of overtime under clause 54.6 the College will ensure that:
- (a) each TOIL arrangement will be subject to a separate written agreement
 - (b) if the employee requests at any time, the College will pay the employee for any accrued TOIL not taken; and
 - (c) if the TOIL is not taken within 6 months the College will pay the TOIL at the appropriate overtime rate.

55. Breaks between Periods of Duty

- 55.1 An Employee will be entitled a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- 55.2 Where the College requires an Employee to continue or resume work without having a ten-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a ten-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- 55.3 The entitlements in clauses 53 and 54 do not apply to:
- (a) boarding house supervisory staff, where the periods of duty are concurrent with a sleepover;
 - (b) an Employee who is provided with accommodation on the College's premises or in the vicinity of the College's premises;
 - (c) an Employee who is attending a College camp or excursion; or
 - (d) an Employee working a broken shift.

56. Penalty Rates

56.1 Saturday and Sunday work

An Employee other than a boarding supervision Employee covered by Part 5 required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

- (a) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
- (b) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

56.2 The penalty rates within this clause and in clause 54—Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

57. Travel Time

57.1 If an Employee is required to travel outside of the Employee's specified working hours in the course of performing his or her duties and that travel occupies more than one hour, then the travel time must be classified as working time.

57.2 Payment for travel time is subject to the following conditions:

- (a) not more than 7.5 hours of travel time will be paid for on any one day;
- (b) an Employee may by agreement with the College take time-in-lieu of travel time in accordance with clause 54.6.

58. Variations to Working Period

58.1 If the College closes the College on a day that has been previously determined as part of the Employee's working week, then the Employee will not lose pay nor be required to work on days in lieu of the closure day.

58.2 If an Employee is required to work extra hours other than hours that have previously been determined as part of the Employee's working week, then the extra hours will be paid according to the casual rate as detailed in clause 42.6

58.3 The additional casual work will not count as service for determining leave entitlements.

59. Boarding Supervision Employees Conditions

59.1 Boarding Supervision employees who are required to be on duty during meal times will be entitled to the meal provided to the College's boarding students.

59.2 Sleepover allowance

Subject to clause 59.2(a), where the College requires a boarding supervision Employee to sleepover on the College's premises or at a College camp site for a period outside that of the Employee's normal rostered hours of duty, the following arrangements will apply:

- (a) fifty percent of the Employee's rostered sleepover time will count towards normal rostered hours. Sleepover is defined as sleeping in at night to undertake duty of care requirements and to be on call for emergencies;
- (b) where the Employee is required by the College to perform work during a sleepover, and the nature and duration of this work is appropriately recorded and approved by the Director of Boarding, the Employee will receive payment at their normal hourly rate for the hours that they are required to work. If an Employee is woken by a boarder seeking their assistance or there is some other relevant work-related interruption to sleep then the Employee will be deemed to have been recalled to duty and will be remunerated at their normal hourly rate for the duration of the interruption, or for 3 hours, whichever is longer,

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- (c) any time worked under clause 59.2(b) will not be taken into account for the purposes of clause 42 (Employment Categories), and clause 51 (Ordinary hours of work);
- (d) the payments in this clause will not extend beyond the period of the sleepover; and
- (e) the Employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the Employee.

59.3 The minimum working shift is three hours.

59.4 The meal break arrangements will be as contained in a College policy or procedure, which must be developed in consultation with boarding house employees.

59.5 Student to Staff Ratio

- (a) An Employee or a responsible person is to be on duty at all times that boarders require supervision.
- (b) One Employee or a responsible person is to be on duty with each group of 60 boarders (tolerance 10%).
- (c) The College must ensure that another responsible person is readily available if necessary to assist the person on duty.
- (d) During sleep over time one Employee or responsible person is to supervise each major boarding house unit.

59.6 Medical Assistance

The College will provide Employees or a responsible person with:

- (a) Access to telephone facilities for emergency use;
- (b) Medical information about the boarders taking medication or who are subject to allergies or other medical conditions; and
- (c) Information regarding procedures for obtaining medical assistance.

59.7 Lodging Conditions

- (a) The lodging conditions are to be provided free of charge and separately for each boarding supervision Employee required to sleep-over in the boarding house
- (b) Lodging facilities must provide adequate privacy and security for Employees.
- (c) The College will provide the following facilities for Employees:
 - (i) Secure quarters with access to free laundry facilities and kitchen facilities, bathroom facilities (separate from boarders), access to a car park as near as practicable to the Employee's quarters and where practicable, access to and from the quarters independently of boarders' dormitories.
 - (ii) The College will clean and maintain the Employee's quarters.
 - (iii) While the Employee is on duty the College will provide the Employee with three meals per day in the College dining room.
 - (iv) Where these lodgings are the Employee's usual place of residence weekly rent charged by the College will not exceed one-sixth of the salary paid for the ordinary hours of work per week. The College will also provide tenure of rooms and facilities during College holidays and access during exeats. During exeats the College will provide sufficient food for meals and where the College is open the College will provide three meals per day for the employee. Where a meal or food is not supplied by the College as required the rent payable by the employee will be reduced by an amount in line with the current Australian Taxation Office guidelines for meal allowance for each meal not provided.
 - (v) Quarters for Employees will be of a good clean and secure standard and will contain adequate furnishings for the Employee's use. Adequate furnishings will include a bed, reading lamp, bed lamp, wardrobe, chest of drawers, desk and chair, arm chair, carpets, curtains, blinds, heater/fan or air-conditioning, and security screens to windows and doors

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on ground floor rooms. In addition, the College will provide and launder bed linen and coverings.

60. Annual Leave

60.1 Entitlement to annual leave

- (a) Annual leave is provided for in the NES. This clause supplements the NES provisions.
- (b) Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment.
- (c) The College may require an Employee to take their annual leave during non-term weeks.

60.2 Annual leave exclusive of public holidays

Annual leave is exclusive of any public holiday which falls within it on a Monday to Friday inclusive. If any such holiday falls within an Employee's period of annual leave, the period of leave will be increased by one day for each holiday.

60.3 Boarding Supervision Employees

Boarding House supervisors are entitled to 9 weeks of leave for each completed year of continuous service. The total includes 5 weeks' annual leave in accordance with the NES, plus any public holidays which fall within a period of annual leave, and additional leave inclusive of included public holidays of up to 4 weeks, to a maximum of 9 weeks. The 9 weeks leave is deemed to be taken as follows:

- At least 5 weeks during the Christmas Vacation Period after the conclusion of the last worked day week of term 4; and
- The remainder during non-term time throughout the year

60.4 Payment for annual leave

Payment for annual leave is included in the salaries in clauses 46.8 and 46.9.

60.5 Annual leave loading

- (a) An Employee is entitled to a payment of a loading equivalent to 17.5% of four weeks' annual leave payment. Leave loading is capped as per the calculation under 60.5(c)
- (b) Annual leave loading must be paid in the last pay period prior to the commencement of the summer College vacation period.
- (c) Leave loading is to be calculated using the following formula: $[\text{Weekly salary} \times 4 \times 17.5\%] \times \text{Term Weeks worked by the Employee in that College Year} \div \text{Total Term Weeks in that College Year}$ up to a maximum of the Australian Bureau of Statistics average weekly total earnings of all males applicable to the March quarter in the College year in which the payment is made.

61. Clothing, Equipment and Tools

Where clothing of a protective nature or other items of equipment are required to promote safe working conditions the College must provide such articles free of cost to the Employee.

62. Supported Wage System

This Agreement incorporates Schedule C – Supported Wage System of the General Staff Award as in force from time to time. Minimum rates of pay for Supported Wage Employees will be as per Grade 1 rates in Schedule 6 of this Agreement or the applicable junior rates of that schedule.

63. National Training Wage

This Agreement incorporates Schedule D – National Training Wage and Appendix D1 – Allocation of Traineeships to Wage Levels of the General Staff Award as in force from time to time. Minimum rates of pay for employees undertaking a traineeship will be as per Grade 1 rates in Schedule 6 of this Agreement or the applicable junior rates of that schedule.

64. Apprentices

This Agreement incorporates clause 15.4 and Schedule E – Apprentices of the General Staff Award as in force from time to time. Minimum rates of pay for Apprentices will be as per Grade 1 rates in Schedule 6 of this Agreement or the applicable junior rates of that schedule.

65. Privacy of Information

All Employees will respect the confidentiality of information gained as a result of employment at the College.

66. Training

- 66.1 The College values the contribution and wellbeing of non-teachers and wants to ensure these employees are appropriately trained and therefore supports appropriate professional development. The College will develop professional development principles and processes for non-teaching employees, in conjunction with non-teaching employees.
- 66.2 Employees may apply to their Senior Leadership Team manager for training to be approved.
- 66.3 Approved Training will be supported both in time and reimbursement of costs, where the training has direct relevance to their position at the College.
- 66.4 If Professional Development/ Training is required by the College at a non-scheduled work time, employees will be paid at their normal casual hourly rate of pay.
- 66.5 The College shall record all training hours taken and these records are to be available to an individual in relation to their training or to the Consultative Committee in relation to overall training on request.

67. Advertisement of Job Vacancies

To facilitate the right of current Employees to apply for and progress to alternative and/or more responsible positions in the College, it is agreed that the College will advise Employees via the notice boards of any proposed public advertisements.

PART 5 - GENERAL STAFF

Non-Teaching Staff other than Administration, Classroom & Boarding Supervision Employees

68. Definition

In this Part:

Employee means a person employed by the College as a member of the General Staff in a classification described in **Schedule 7**, excluding Employees whose principal duties are classroom support services, College administration services, curriculum/resources services or boarding supervision services.

69. Contract of Hiring

69.1 Employees will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) casual employment.

69.2 At the time of engagement, the College will inform each Employee whether they are employed on a full-time, part-time or casual basis and the Employee's classification.

69.3 Full-time employment

- (a) A full-time Employee, other than an Employee providing pre school/childcare services, is an Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 78 (Ordinary Hours of Work).
- (b) A full-time Employee providing pre school/childcare services, is an Employee engaged to work 37.5 hours per week or an average of 37.5 hours per week pursuant to clause 78 (Ordinary Hours of Work).

69.4 Part-time employment

- (a) A part-time Employee, other than an Employee providing pre school/childcare services, is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full College year and who has reasonably predictable hours of work.
- (b) A part-time Employee providing pre school/childcare services, is an Employee who is engaged to work less than 37.5 ordinary hours per week or an average of less than 37.5 hours per week and/or for less than the full College year and who has reasonably predictable hours of work.
- (c) A part-time Employee, other than an Employee providing pre school/childcare services, will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (d) A part-time Employee providing pre school/childcare services, will be paid an hourly rate of 1/37.5 of the weekly rate for the Employee's classification.
- (e) A part-time Employee's Agreement entitlements will be calculated on a pro rata basis.
- (f) At the time of engagement, the College and the part-time Employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the Employee will work, the number of weeks of the College year the employee will work and starting and finishing times each day.
- (g) The terms of the agreement in clause 69.4(f) above may be varied by agreement between the College and an employee. Any such variation will be recorded in writing.

69.5 Casual employment

- (a) A casual employee is an Employee engaged as such.
- (b) Casual loading.

For each ordinary hour worked, a casual employee must be paid:

- (i) the minimum hourly rate for the classification in which they are employed; and
 - (ii) a loading of 25% of the minimum hourly rate.
- (c) A casual Employee, other than an Employee providing pre school/childcare services, will be engaged and paid for a minimum of 3 hours for each engagement.
- (d) A casual Employee providing pre school/childcare services will be engaged and paid for a minimum of two hours for each engagement. Except that a pre school/childcare services employee working in an out of College hours care program may satisfy the two hour minimum by working one hour before College and one hour after College on the same day.
- (e) A casual employee must be paid at the termination of each engagement or fortnightly.

69.6 Offers and requests of conversion from casual to permanent employment

- (a) An employee engaged by the College as a regular casual employee must be offered the opportunity to have their employment converted to full-time or part-time employment; if
 - (i) the employee has been employed by the College for a period of 12 months beginning the day the employment started; and
 - (ii) during at least the last six (6) months of that period, the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full time employee or a part time employee (as the case may be).
- (b) All offers of casual conversion will be made in accordance with the NES.

70. Leave With Out Pay During Non-Term Weeks

70.1 Arrangements

An Employee may be required to take leave without pay during non-term weeks provided that:

- (a) the Employee's contract of employment specifies the arrangement in writing;
- (b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- (c) if appropriate work is available for an Employee during any such period, the existing Employee may be offered such employment (whether on a full-time, part-time or casual basis). The Employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and
- (d) appropriate work will mean such work as is available that is capable of being performed by the Employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

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70.2 Calculating Annual Salary for an Employee on Leave Without Pay During Non-Term Weeks

- (a) The formula in this subclause may be used to calculate an annual salary for an Employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.
- (b) The adjusted annual salary for an Employee is:

$$A = C \times \text{Working Weeks} + 4 \text{ weeks annual leave}$$

52.18

Where:

A means the Employee's adjusted annual salary

C means the annual salary as contained in **Schedule 6** for the Employee's classification

Working Weeks means the number of weeks that the Employee is required to work

- (c) For the purpose of calculating any allowance or penalty for an Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.
- (d) An Employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.
- (e) Where an Employee employed as at the date of making this Agreement is not employed on a contract which allows for leave without pay during non-term weeks, that Employee will not be required to take such leave or have their contract of employment changed as a result of this Agreement coming into operation.

71. Termination of Employment

71.1 Notice of termination by the College is provided for in the NES.

71.2 Notice of Termination by an Employee –

- (a) In order to terminate employment an Employee must give the College at least one week's notice if their period of continuous service at the end of the day the notice is given is not more than one year, and otherwise the Employee must give at least 2 weeks' notice.
- (b) Where an employee does not give the appropriate notice, and there is no agreement to reduce or waive the notice period, the College may withhold from salaries and allowances such payment equivalent to the forgone notice of up to one (1) week's wages, which has been authorised by the employee and is reasonable in the circumstances. The College may, where reasonable cause exists, reduce or waive the required period of notice.

71.3 Time off During Notice Period

Where the College has given notice of termination to an Employee, the employer will grant reasonable paid leave of absence to an employee being retrenched to attend interviews for alternative employment. The time off is to be taken at times that are convenient to the Employee after consultation with the College.

71.4 Statement of Employment

- (a) At the Employee's request the College must provide to an Employee (other than a casual Employee) whose employment has been terminated a written statement specifying:
 - (iii) the length of service;
 - (iv) the number and range of duties performed;
 - (v) any promotion positions held; and
 - (vi) any special and/or additional duties performed.

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- (b) At a casual Employee's request the College must provide to a casual Employee a statement which specifies the number of duty days undertaken by the Employee during the period of engagement of the Employee.

71.5 Payment on termination of employment

- (a) The College will pay an employee no later than seven days after the day on which employment is terminated, for wages and entitlements owing under this Agreement
- (b) This may be altered by mutual agreement to suit the needs of the College and an individual employee

72. Redundancy

72.1 Definition

"Redundancy" in this clause means the loss of employment due to the College no longer requiring the job the Employee has been doing to be performed by anyone or because of the insolvency of the College and **"redundant"** has a corresponding meaning.

72.2 Exclusions

- (a) This clause does not apply to Employees with less than one year's continuous service. The general obligation of the College is no more than to comply with clause 12, and to give such Employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such Employees of suitable alternative employment.
- (b) This clause does not apply to Employees excluded from the application of Division 11 of Part 2-2 of Chapter 2 of the Act.

72.3 Discussions Before Termination

- (a) Where the College has made a definite decision that it no longer wishes the job the Employees have been doing done by anyone and that decision may lead to termination of employment, the College must have discussions as soon as practicable with the Employees directly affected, their appointed representatives and the Union. Discussions must include:
- the reasons for the proposed terminations;
 - measures to avoid or minimise the terminations;
 - measures to mitigate the adverse effects of any terminations on the Employees concerned.
- (b) For the purposes of such discussion the College must as soon as practicable provide in writing to the Employees concerned, their appointed representatives and the Union, all relevant information about the proposed terminations, including:
- the reasons for the proposed terminations;
 - the number and categories of Employees likely to be affected;
 - the number of Employees normally employed; and
 - the period over which the terminations are likely to be carried out.

The College is not required to disclose confidential information the disclosure of which when looked at objectively would be against the College's interests.

- (c) The College must attempt to provide for the continuing employment of the Employees concerned by: taking all reasonable steps to provide opportunities for retraining and educating the Employees in new skills and techniques to maximise employment opportunities in the industry.

72.4 Period of Notice of Termination on Redundancy

- (a) If, within 2 weeks of the notification in clause 72.3(b) alternative employment cannot be provided for or gained by the Employee, then the College may terminate the employment of the Employee in accordance with the notice provisions of clause 72.7.

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- (b) Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the College of technological change in the industry in relation to which the College is engaged must be given not less than 3 months' notice of termination
- (c) If the College fails to give notice of termination as required, the College must pay to that Employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the College for the purpose of the Long Service Leave Act 1987 (SA).

72.5 Time off During Notice Period

During the period of notice of termination given by the College the employer will grant reasonable paid leave of absence to an employee being retrenched to attend interviews for alternative employment. The time off is to be taken at times that are convenient to the Employee after consultation with the College.

72.6 Redundancy Pay

- (a) In addition to the period of notice prescribed for termination in clause 43.1, an Employee whose employment is terminated by reason of redundancy is entitled to the following amounts of redundancy pay in respect of a continuous period of service:
- (b) The redundancy payment must be added to annual leave pay, annual leave loading, long service leave entitlements and any other entitlements and paid in a lump sum on the last day of employment.

Period of continuous service	Redundancy
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

- (c) If an Employee is entitled to be paid an amount of redundancy pay by the College under this clause, and the College obtains other acceptable employment for the Employee, or cannot pay the amount, the College may make application to Fair Work Commission under section 120 of the Act for a determination that the amount of redundancy pay is reduced to a specified amount (which may be nil) that Fair Work Commission considers appropriate. If such a determination is made, the amount of redundancy pay to which the Employee is entitled is the reduced amount specified in the determination.
- (d) An Employee is not entitled to redundancy pay under this clause if the circumstances are as set out in section 122(2) of the Act (which relates to a transfer of employment where services with the first employer counts as service with the second employer) or section 122(3) of the Act (which relates to an employee rejecting an offer of employment made by another employer in certain circumstances), unless Fair Work Commission makes an order under section 122(4) of the Act.

72.7 Written Notice

The College must, as soon as practicable, but prior to the termination of the Employee's employment, give to the Employee a written notice containing, among other things, the following:

- (a) the date and time of the proposed termination of the Employee's employment;
- (b) details of the monetary entitlements of the Employee upon termination of the Employee's employment including the manner and method by which those entitlements have been calculated;

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- (c) advice as to the entitlement of the Employee to assistance from the College, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- (d) advice as to the entitlements of the Employee if the Employee terminates his or her employment during the period of notice.

72.8 Partial Redundancy

- (a) Where an Employee is transferred to lower paid duties by reason of redundancy, the Employee must be given notice in accordance with clause 72.6 and the College may, at the College's option, make payment instead of an amount equal to the difference between the former rate of salary and the new rate of salary for the number of weeks of notice still owing.
- (b) Where an Employee is given notice of partial redundancy, the Employee may on receipt of such notice elect to declare the position wholly redundant in which case all provisions of this clause in relation to total redundancy will apply.
- (c) Where an Employee accepts partial redundancy a pro-rata compensatory redundancy payment in accordance with clause 44.6 will be provided to the Employee at the date when the partial redundancy takes effect.

72.9 Employee Leaving During Notice Period

An Employee whose employment is terminated on account of redundancy may terminate their employment during the period of notice by giving at least one week's notice in writing. Where an employee does not give the appropriate notice, and there is no agreement to reduce or waive the notice period, the College may withhold from salaries and allowances such payment of up to one (1) week's wages, which has been authorised by the employee and is reasonable in the circumstances.

73. Classifications

All Employees must be classified according to the structure set out in Schedule 7. The College must advise an Employee in writing of their classification and of any changes to their classification.

Review of Schedule 7

It is agreed that during the life of this agreement the College, in consultation with employees affected, will review the classification definitions as shown in **Schedule 7**.

Consultation to be effected in the manner set out in clause 12 above.

74. Salaries

- 74.1 The minimum salary per annum payable to a full-time Employee, and the salary increases payable under this Agreement will be in accordance with Schedule 6 – (Salaries & Allowances) and Schedule 7 – (Classifications).
- 74.2 All salaries and allowances will be apportion-able in time.
- 74.3 An Employee is entitled to progress to the next higher incremental step (if any) in the salary scale on the anniversary of appointment.
- 74.4 The weekly salary will be 6/313 of the minimum annual salary calculated to the nearest 10 cents.

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74.5 A permanent part-time Employee, other than an Employee providing pre school/childcare services, may elect to be paid:

(a) over the 52 weeks of the School Year, at a weekly rate calculated as follows:

$$\frac{\text{Equivalent full-time annual salary}}{1} \times \frac{\text{Hours actually worked per week}}{38} \times \frac{\text{Weeks actually worked}}{48} \times 6 = 313$$

(b) during the actual periods of work during the School Year at a weekly rate calculated as follows:

$$\frac{\text{Equivalent full-time annual salary}}{1} \times \frac{\text{Hours actually worked per week}}{38} \times \frac{\text{Weeks actually worked}}{48} \times \frac{1}{\text{Number of weeks actually worked}}$$

74.6 A permanent part-time Employee providing pre school/childcare services may elect to be paid:

(a) over the 52 weeks of the College Year, at a weekly rate calculated as follows:

$$\frac{\text{Equivalent full-time annual salary}}{1} \times \frac{\text{Hours actually worked per week}}{37.5} \times \frac{\text{Weeks actually worked}}{48} \times 6 = 313$$

(b) during the actual periods of work during the College Year at a weekly rate calculated as follows:

$$\frac{\text{Equivalent full-time annual salary}}{1} \times \frac{\text{Hours actually worked per week}}{37.5} \times \frac{\text{Weeks actually worked}}{48} \times \frac{1}{\text{Number of weeks actually worked}}$$

74.7 Junior employees

A junior Employee appointed at classification level 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of adult rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

75. Annualised salaries

75.1 Annual salary instead of Agreement provisions

- (a) Notwithstanding any other provision of this Agreement, the College and an individual Employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the College and the individual Employee. The terms the College and the individual Employee may agree to vary the application of to create an annualised salary are those concerning:
 - (i) Salaries;
 - (ii) First Aid;
 - (iii) Overtime;
 - (iv) Penalty Rates;
 - (v) Allowances; and
 - (vi) Annual leave loading.
- (b) Where an annual salary is paid the College must advise the Employee in writing of the annual salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annual salary.
- (c) The College and the individual Employee must have genuinely made the agreement without coercion or duress.

75.2 Annual salary not to disadvantage Employees

- (a) The annual salary must be no less than the amount the Employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (a) The annualised salaries of the Employee must be reviewed by the College at least annually and on termination of employment to ensure that the compensation is appropriate by the payment of the base salary and the penalties, overtime rates allowances and loadings provided by this Agreement.
- (b) Any reconciliation payment will be identified and paid in the relevant fortnightly pay.

76. Higher Duties

- 76.1 The minimum salary per annum payable to a full-time Employee, and the salary increases payable under this Agreement will be in accordance with Schedule 6 (Salaries & Allowances) and Schedule 7 (Classifications).
- 76.2 Subject to clause 76.3 where the Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- 76.3 Where the Employee is a College operational services employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

77. Allowances

77.1 Caretakers' accommodation

- (a) An Employee who is employed as a caretaker and who is required by the College to reside in premises provided by the College, will be provided with living quarters, fuel and light at no cost to the Employee.
- (b) The on call and recall allowances in clause 74.4 do not apply to a caretaker provided with accommodation.

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77.2 First aid allowance

(a) Application

An Employee who is designated by the College to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid a First Aid allowance as per the annualised rate shown in **Schedule 6** for full-time employees or a pro-rata proportion for part-time employees.

(b) Excluded Employees

This allowance does not apply to:

- (i) a nurse;
- (ii) an Employee employed exclusively as a first aid officer; or
- (iii) an Employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

77.3 Meal allowance

Where the College requires the Employee:

- (a) to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the College will provide a meal to the Employee. The exceptions to this are:
 - (i) if the Employee could reasonably return home for a meal; or
 - (ii) if it is not possible to provide a meal, the College will pay a meal allowance to the Employee. The allowance will be an amount in line with the current Australian Taxation Office guidelines for meal allowance, as varied from time to time.
- (b) employed in a boarding role, to be on duty during meal times, the Employee will be entitled to the meal provided to the College's boarding students.

77.4 On call and recall allowance

(a) On call allowance

An on call allowance will be paid to an Employee who is required by the College to hold themselves available to be recalled to work. The Employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the Employee is required to be on call.

(b) Recall allowance

An Employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

(c) Exceptions

The on call and recall allowances do not apply to:

- (i) an Employee paid a sleepover allowance in accordance with clause (insert); or
- (ii) an Employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the employee for their exclusive use at no cost to the employee.

77.5 Tool allowance

All tools shall be supplied by the employer.

77.6 Uniform/protective clothing:

- (a) The employer shall provide to the employee clothing in the form of a uniform mode of dress.
- (b) The uniform shall remain the property of the employer who shall maintain such uniform to a reasonable standard of repair.

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- (c) The employer shall provide such clothing and other protection which is reasonably required to provide an acceptable standard of protection from Ultra Violet radiation.
- (d) Where an Employee is required to work in the rain they will be supplied with adequate rainproof clothing.

77.7 Vehicle allowance

- (a) An Employee required by the College to use the Employee's motor car or motorcycle in the performance of duties will be paid an allowance. The allowances will be an amount in line with the current Australian Taxation Office guidelines for meal allowance, as varied from time to time.
- (b) Where the College provides a motor vehicle which is used by the Employee in the performance of the Employee's duties the College must pay all expenses including registration, running and maintenance.

77.8 Use of Toxic substances

- (a) Where an employee is required to utilise potentially toxic substances the employer shall provide safety equipment consistent with the chemical manufacturer's recommendations for safe usage.
- (b) To remove the administration related to payment of the allowance for working with or in close proximity to toxic substances a nominal lump sum will be paid rather than actual hourly calculations. All fulltime grounds employees will be paid an allowance in the first pay period of each College term which equates to 15 hours at the allowance identified in Appendix A for working with toxic substances.
- (c) Part-time grounds employees will be paid a pro-rata amount based on their contract hours in the first pay period of the College term.
- (d) Casual grounds employees must record their actual hours working with or in close proximity to toxic substances on their time sheet and the allowance will be paid on an actual hours basis.

78. Ordinary Hours of Work

78.1 Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week, unless the Employee provides pre school/childcare services, in which case it will be 37.5 per week. The ordinary hours of work for a part-time or casual employee will be in accordance with clause 66 (Contract of Hiring).

78.2 The ordinary hours of work in clause 75.1 may be averaged over a period of a fortnight.

78.3 The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:

- (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for Wellbeing services;
- (b) On any day from Monday to Friday between 7.00 am and 6.30 pm for the following groups of College operational services—retail Employees only.
- (c) On any day from Monday to Friday between 6.00 am and 6.00 pm for College operational services Employees in the following groups:
 - (i) Construction, plumbing, carpentry, painting and other trades;
 - (ii) Maintenance, College facilities management; or
 - (iii) Bus driving/non-trade vehicle maintenance.
- (d) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following Employees:
 - (i) Pre school/childcare/out of College hours care services; or
 - (ii) Nursing services.
- (e) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening, turf maintenance and farming Employees.
- (f) On any day Monday to Sunday between 6.00 am and 6.00 pm for College operational services Employees-security/catering and cooking, catering, housekeeping and laundry services only.

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- (g) On any day Monday to Friday between 6:00 am and 12:00 am for Employees providing cleaning services. (Afternoon shift does not apply to these Employees).

Provided that where a daily span of hours is specified, and there is mutual agreement between the College and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

- 78.4 The College may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.

- (a) Where the Employee's hours are averaged:

- (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 75.3, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
- (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

- (b) Where the Employee's hours are not averaged:

- (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 75.3, and do not result in the Employee working more than eight hours on that day; and
- (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

- (c) Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement will not apply.

- (d) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

79. Rostered Days Off

The College and an Employee may agree that the ordinary hours of work provided by clause 75 will be worked over 19 days in each four week period, in which case the following provisions will apply.

- 79.1 The Employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- 79.2 The Employee will accrue 24 minutes for each eight hour day worked to give the Employee an entitlement to take rostered days off.
- 79.3 Each day of paid leave taken by an Employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under clause 76.2.
- 79.4 Rostered days off will not be regarded as part of the employee's annual leave for any purpose.
- 79.5 An Employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 79.6 An Employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause 76.2.
- 79.7 An Employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with clause 76.2.
- 79.8 Rostered days off will be determined by mutual agreement between the employer and the employee, having regards to the needs of the place of employment.

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- 79.9 An Employee will be advised by the College at least four weeks in advance of the day on which the Employee is to be rostered off duty.

80. Breaks

80.1 Meal break

An Employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.

80.2 Rest break

At a time, suitable to the College, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The College and an Employee may agree to one rest break of 20 minutes in place of the two 10-minute rest breaks.

81. Breaks between Periods of Duty

- 81.1 An Employee will be entitled a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.

- 81.2 Where the College requires an Employee to continue or resume work without having a ten-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a ten-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.

- 81.3 The entitlements in clauses 78.1 and 78.2 do not apply to:

- (a) an Employee who is provided with accommodation on the College's premises or in the vicinity of the College's premises;
- (b) an Employee who is attending a College camp or excursion; or

- 81.4 an Employee working a broken shift.

82. Shiftwork

- 82.1 Ordinary Hours: The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with clause 79.6.

- 82.2 Definitions: The following shift definitions apply:

- (a) day shift is a shift which commences and ceases wholly within the spread of ordinary hours identified in clause 75;
- (b) afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 75; and at or before midnight; For the purposes of Clause 80.1(a), where a shift is classified as an afternoon shift but commences and has the majority of hours within a day shift, only the hours worked beyond those identified in Clause 75 (Ordinary Hours of Work) will attract the afternoon shift penalty.
- (c) night shift is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

82.3 Broken shifts

- (a) An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) An Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.

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- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

82.4 Rostering

- (a) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the College and will be displayed in a place conveniently accessible to the employees at least seven days before the commencement of the roster period.
- (b) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 80 - Penalty rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the College on seven days' notice.
- (d) Notwithstanding clause 79.4(c) a roster may be altered at any time to enable the functions of the College to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the College and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

83. Penalty Rates

83.1 Shiftwork

- (a) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
- (b) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

83.2 Saturday and Sunday work

- (a) An Employee other than an employee covered by clause 80.2(b) (clause below) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) Except that a College operational services Employee in the cooking/catering group, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

- 83.3 The penalty rates within this clause and in clause 81 – Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

84. Overtime

84.1 Overtime rates

- (a) An Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

	Full-time and part-time employees	Casual employees
For overtime worked on	% of minimum hourly rate	% of minimum hourly rate
Monday to Saturday—first 3 hours	150	175
Monday to Saturday—after 3 hours	200	225
Sunday	200	225
Public holidays	250	275

- (b) A nursing services employee rostered to work overtime on a Saturday or Sunday will be paid the following overtime rates:

- (i) full-time and part-time employees—**150%** of the minimum hourly rate for all time worked; and
- (ii) casual employees—**175%** of the minimum hourly rate for all time worked.

- (c) Overtime will be calculated daily. If shiftwork penalties apply to the time worked, overtime rates do not apply for reason of the time worked being outside of ordinary hours.

84.2 Time off instead of overtime payment

- (a) An Employee and the College may agree that the Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where an Employee and the College have agreed to time off instead of overtime payment under clause 84.2(a) above and such time has not been taken:
- (i) within four weeks of accrual; or
 - (ii) during the non-term weeks agreed in writing between the Employee and the College; the College must, if requested by the Employee, provide payment, at the rate provided for the payment of overtime in clause 84.1, for any overtime worked.

84.3 Make-up time

An Employee may elect, with the consent of the College, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

85. Annual Leave

85.1 Entitlement to annual leave

- (a) Annual leave is provided for in the NES. This clause supplements the NES provisions.
- (b) The College may require an Employee to take their annual leave during non-term weeks.

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85.2 Payment for annual leave

- (a) Payment for annual leave is included in the salaries in clauses 71.4 and 71.5.

85.3 Annual leave loading

- (a) During a period of annual leave, an Employee will receive a loading calculated on the rate of wage prescribed in Schedule 6. Annual leave loading is payable on leave accrued on the following bases:
 - (i) Employees who would have worked on day work only had they not been on leave—17.5% of their ordinary rate of pay.
 - (ii) Employees who would have worked on shiftwork had they not been on leave—17.5% of their ordinary rate of pay or the applicable shift loading, whichever is the greater.

85.4 Paid leave in advance of accrued entitlement

The College may allow an Employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an Employee in excess of the Employee's accrued entitlement, and the Employee subsequently leaves or is discharged from the service of the College before completing the required amount of service to account for the leave provided in advance, the College is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the Employee upon termination of employment.

86. Supported Wage System

This Agreement incorporates Schedule C – Supported Wage System of the General Staff Award as in force from time to time. Minimum rates of pay for Supported Wage employees will be as per Grade 1 rates in Schedule 6 of this Agreement or the applicable junior rates of that schedule.

87. National Training Wage

This Agreement incorporates Schedule D – National Training Wage and Appendix D1 – Allocation of Traineeships to Wage Levels of the General Staff Award as in force from time to time. Minimum rates of pay for employees undertaking a traineeship will be as per Grade 1 rates in Schedule 6 of this Agreement or the applicable junior rates of that schedule.

88. Apprentices

This Agreement incorporates clause 15.4 and Schedule E – Apprentices of the General Staff Award as in force from time to time. Minimum rates of pay for Apprentices will be as per Grade 1 rates in Schedule 6 of this Agreement or the applicable junior rates of that schedule.

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SCHEDULES FOR TEACHERS

89. Schedule 1 - Salaries and Allowances - Teaching Staff

Old Level	New Level	Jan-23	Feb-24	Feb-25	Feb-26
		Current	4%	3.50%	3.50%
1	Obsolete	\$74,321.77			
2	Obsolete	\$79,015.55			
3	Graduate Teacher	\$84,893.08	\$88,288.80	\$91,378.91	\$94,577.17
4	Proficient Teacher 1	\$89,147.96	\$92,713.88	\$95,958.86	\$99,317.42
5	Proficient Teacher 2	\$93,400.50	\$97,136.52	\$100,536.30	\$104,055.07
6	Proficient Teacher 3	\$97,654.22	\$101,560.39	\$105,115.00	\$108,794.03
7	Proficient Teacher 4	\$101,919.71	\$105,996.50	\$109,706.38	\$113,546.10
8	Proficient Teacher 5	\$106,175.78	\$110,422.81	\$114,287.61	\$118,287.68
9	Proficient Teacher 6	\$110,429.48	\$114,846.66	\$118,866.29	\$123,026.61
10	Proficient Teacher 7	\$114,539.67	\$119,121.26	\$123,290.50	\$127,605.67
HAT	HAT	\$120,266.65	\$125,077.32	\$129,455.03	\$133,985.95
Lead	Lead	\$125,993.64	\$131,033.38	\$135,619.55	\$140,366.24

	Scotch Units	Jan-23	Feb-24	Feb-25	Feb-26
		Current	4%	3.50%	3.50%
	1	\$2,172.99	\$2,259.91	\$2,339.01	\$2,420.87
	1+	\$3,920.25	\$4,077.06	\$4,219.76	\$4,367.45
	2	\$4,345.98	\$4,519.82	\$4,678.01	\$4,841.74
	3	\$6,517.77	\$6,778.48	\$7,015.73	\$7,261.28
	4	\$8,690.76	\$9,038.39	\$9,354.73	\$9,682.15
	4+	\$10,832.53	\$11,265.83	\$11,660.14	\$12,068.24
	5	\$10,862.53	\$11,297.03	\$11,692.43	\$12,101.66
	5+	\$12,286.48	\$12,777.94	\$13,225.17	\$13,688.05
	6	\$13,035.52	\$13,556.94	\$14,031.43	\$14,522.53
	7	\$15,207.32	\$15,815.61	\$16,369.16	\$16,942.08
	8	\$17,380.30	\$18,075.51	\$18,708.15	\$19,362.94
	8+	\$17,749.61	\$18,459.59	\$19,105.68	\$19,774.38
	9	\$19,553.29	\$20,335.42	\$21,047.16	\$21,783.81
	10	\$21,726.30	\$22,595.35	\$23,386.19	\$24,204.71
	11	\$23,898.06	\$24,853.98	\$25,723.87	\$26,624.21
	11+	\$25,314.61	\$26,327.19	\$27,248.65	\$28,202.35
	12	\$26,071.04	\$27,113.88	\$28,062.87	\$29,045.07

90. Schedule 2 – Teacher Classification Structure

S2.1 Definitions:

- S2.1.1 Graduate Teacher means higher education (i.e. university) qualifications that total at least 4 years of full-time (or part-time equivalent) study, including a teacher education qualification recognised by the Teachers Registration Board of South Australia, and holding provisional registration.
- S2.1.2 A Proficient Teacher holds a recognised qualification and has progressed to full registration.
- S2.1.3 A Highly Accomplished Teacher is one who has undertaken and holds national certification from a Certifying Authority.
- S2.1.4 A Lead Teacher is one who has undertaken and holds national certification from a Certifying Authority.
- S2.1.5 An Incremental Step recognises all prior teaching experience calculated in full time equivalent years as a Proficient Teacher. In the case of experience as a casual, the equivalent of a full-time year of teaching service is 200 full casual days.

S2.2 Salary Bands

- S2.2.1 The commencing salary of a Graduate Teacher will be not less than the salary prescribed in Schedule 1.
- S2.2.2 The commencing salary of a Graduate Teacher who has received full registration will be at the incremental step Proficient Teacher 1 in the year following the awarding of Full Registration by the SA Teacher Registration Board.
- S2.2.3 On engagement, the College may require that the Employee provide documentary evidence of qualifications and teaching experience. If the College considers that the Employee has not provided satisfactory evidence, and advises the Employee in writing to this effect, then the College may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the College will not unreasonably refuse to recognise the qualifications or teaching experience of the College.

S2.3 Incremental Advance in Salary

- S2.3.1 A Proficient Teacher will be entitled following the appointment at a particular incremental step in the salary scale in Schedule 1 to progress to the next higher incremental step of the scale after 12 calendar months of full-time service or equivalent part-time service.
- S2.3.2 An Employee who, subsequent to appointment, completes a full-time year of experience will be entitled to progress one additional incremental step in the salary scale at the start of the school term immediately following the completion of the requirements for the experience.

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S2.3.3 Table of Incremental Steps

Obsolete Step	New Step	Notes
Step 1	Removed obsolete	Current step redundant under South Australian TRB registration requirements
Step 2	Removed obsolete	Current step redundant under South Australian TRB registration requirements
Step 3	Graduate Teacher	Entry point for all graduate teachers
Step 4	Proficient Teacher 1	Progression to Proficient Teacher 1 in the year following the awarding of Full Registration by the SA Teacher Registration Board
Step 5	Proficient Teacher 2	Next incremental step
Step 6	Proficient Teacher 3	Next incremental step
Step 7	Proficient Teacher 4	Next incremental step
Step 8	Proficient Teacher 5	Next incremental step
Step 9	Proficient Teacher 6	Next incremental step
Step 10	Proficient Teacher 7	Next incremental step

HAT	HAT	As per accreditation
LEAD	LEAD	As per accreditation

S2.4 Remuneration for Teachers in Leadership Positions

- S2.4.1 The Principal of the School will appoint teachers to leadership positions to carry out specific duties or responsibilities as determined between the Employee and the Principal or his or her delegate.
- S2.4.1 With effect from 1 January 2008 responsibility allowances to be paid in addition to the substantive salary will be based upon the Scotch Units Scale shown in **Schedule 1**.
- S2.4.2 Band 2 allowances ceased from 1 January 2009. Existing Employees in receipt of Band 2 allowances at this date were translated into the salaries schedule shown in Schedule 1 and will be maintained at these relative levels unless otherwise agreed between the Principal and the individual Employee.
- S2.4.3 At time of contractual appointment the relevant Scotch Units to be paid in addition to the substantive salary will be negotiated for positions of responsibility.
- S2.4.4 Payment of any discretionary Scotch Units will be determined by the Principal.

S2.5 Tenure

- S2.5..1 Subject to other provisions of this Agreement the minimum period of tenure of Leadership Position appointments will be as follows:

1.	1 to 3 Scotch Units	1 year
2.	4 to 6 Scotch Units	2 years
3.	7 or more Scotch Units	5 years

- S2.5.2 During the school term preceding the expiration of tenure an Employee may request an appraisal from the Principal. The Principal must provide details of the appraisal process. If an appraisal is requested then the Employee must be provided with a written summary of the findings.

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S2.5..3 An Employee whose classification in a Leadership Position expires and who is not re- appointed will revert to the appropriate step on the Band 1 incremental scale.

S2.6. Simultaneous Appointments

An Employee must not simultaneously be appointed to more than one Leadership Position.

S2.7 Duty Statements

Employees appointed to a Leadership Position will have an agreed duty statement setting out:

1. the classification level
2. the local title of the position (if applicable)
3. the salary and allowance to be paid
4. the duties to be carried out
5. the length of tenure of the position
6. the provision of additional non-contact time (if any).

91. Schedule 3 – Not used

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SCHEDULES FOR GENERAL STAFF – Part 4

Administration, Classroom & Boarding Supervision

92. Schedule 4 – Salaries and Allowances

Grade	Years of Service	Jan-23	Feb-24	Feb-25	Feb-26
			4%	3.50%	3.50%
Under 17		\$28,519.25	\$29,660.02	\$30,698.12	\$31,772.55
17 Years		\$35,074.60	\$36,477.58	\$37,754.30	\$39,075.70
18 Years		\$40,919.15	\$42,555.92	\$44,045.37	\$45,586.96
19 Years		\$46,767.34	\$48,638.03	\$50,340.36	\$52,102.28
20 Years		\$52,613.10	\$54,717.62	\$56,632.74	\$58,614.89
Grade 1	1	\$58,458.86	\$60,797.21	\$62,925.12	\$65,127.50
Grade 1	2	\$63,316.21	\$65,848.86	\$68,153.57	\$70,538.94
Grade 1	3	\$68,175.92	\$70,902.96	\$73,384.56	\$75,953.02
Grade 2	1	\$69,077.28	\$71,840.37	\$74,354.78	\$76,957.20
Grade 2	2	\$72,063.69	\$74,946.24	\$77,569.36	\$80,284.28
Grade 3	1	\$74,111.15	\$77,075.60	\$79,773.24	\$82,565.31
Grade 3	2	\$77,594.09	\$80,697.85	\$83,522.28	\$86,445.56
Grade 4	1	\$81,160.65	\$84,407.08	\$87,361.32	\$90,418.97
Grade 4	2	\$85,380.21	\$88,795.42	\$91,903.26	\$95,119.87
Grade 5	1	\$91,337.74	\$94,991.25	\$98,315.94	\$101,757.00
Grade 5	2	\$95,895.08	\$99,730.88	\$103,221.46	\$106,834.22
Grade 6	1	\$102,972.86	\$107,091.77	\$110,839.99	\$114,719.39
Grade 6	2	\$110,156.50	\$114,562.76	\$118,572.46	\$122,722.49
Grade 7	1	\$117,588.45	\$122,291.99	\$126,572.21	\$131,002.23
Grade 7	2	\$121,559.75	\$126,422.14	\$130,846.91	\$135,426.56
Grade 7	3	\$125,541.64	\$130,563.31	\$135,133.02	\$139,862.68
Grade 8		\$137,203.78	\$142,691.93	\$147,686.15	\$152,855.16
First Aid Allowance		\$0.53	\$0.55	\$0.57	\$0.59

92.1 Schedule of Allowances

The First Aid Allowance is shown in Schedule 4 and is payable in accordance with clause 48 above.

93. Part 4 - Schedule 5 - Classifications

S5.1 Definitions

S5.1.1 Definition 1: Supervision

Close supervision: clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

Routine supervision: direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

General direction: direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.

Broad direction: direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

S5.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) Year 12

Completion of a senior secondary certificate of education, usually in Year 12 of secondary College.

(b) Trade certificate

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.

(c) Post-trade certificate

A course of study over and above a trade certificate and less than a Certificate IV.

(d) Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

(e) Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

(f) Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

(g) Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

(h) Advanced diploma

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

(i) Degree

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

(j) Postgraduate degree

A recognised postgraduate degree, over and above a degree as defined above.

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NOTE: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

S5.1.3 Definition 3: Classification dimensions

(a) Competency

Skill, complexity and responsibility of tasks typically required at each classification level.

(b) Judgment, independence and problem solving

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

(c) Level of supervision

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

(d) Training level or qualifications

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

(e) Occupational equivalent

Examples of occupations typically falling within each classification level.

(f) Typical activities

Examples of activities typically undertaken by employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large Colleges is made, based upon student enrolment. A small College enrolls less than 300 students, a medium College enrolls between 300 and 600 students and a large College enrolls more than 600 students.

S5.2 Classifications

S5.2.1 Level 1

An employee at this level will learn and gain competency in the basic skills required by the employer. In the event that the increased skills/competency are required and utilised by the employer, classification to a higher level within the structure may be possible.

(a) Competency

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.

(b) Judgment, independence and problem solving

The employee follows standard procedures in a predefined order. The employee resolves problems where alternatives for the employee are limited and the required action is clear or can be readily referred to a more senior employee.

(c) Level of supervision

Close supervision or, in the case of more experienced employees working alone, routine supervision.

(d) Training level or qualifications

An employee is not required to have formal qualifications or work experience upon engagement. An employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the College, the College's policies and procedures in relation to the work environment and the employees with whom the employee will be working.

(e) Typical activities

(i) Classroom support services grade 1

- Providing general assistance of a supportive nature to teachers, as directed
- Assisting student learning, either individually or in groups, under the direct supervision of a higher level general employee or a teacher
- Assisting with the collection, preparation and distribution of classroom materials
- Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.
- Assisting teachers with the care of students on College excursions, sports days and other classroom activities
- Occupational equivalent: teacher aide/assistant, integration aide/assistant

(ii) College administration services grade 1

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with College procedures
- Carrying out minor cash transactions including receipting, balancing and banking
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering
- Occupational equivalent: clerical assistant, data entry operator, front desk/reception assistant

S5.2.2 Level 2

An employee at this level performs work above and beyond the skills of an employee at Level 1.3

(a) Competency

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.

(b) Judgment, independence and problem solving

- (i) Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- (ii) An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

(c) Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where employees are working alone, less direct guidance and some autonomy may be involved.

(d) Training level or qualifications

Level 2 duties typically require:

- (i) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- (ii) completion of Year 12 without work experience;
- (iii) completion of Certificates I or II with work related experience; or

(iv) an equivalent combination of experience and training.

(e) Typical activities

(i) Classroom support services grade 2

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- Occupational equivalent: teacher aide/assistant, integration aide/assistant

(ii) Curriculum/resources services grade 1

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- Occupational equivalent: library assistant, laboratory assistant, technology centre assistant

(iii) Boarding supervision services grade 1

- Performing basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and general functions of the boarding house
- Applying domestic and interpersonal skills
- Occupational equivalent: boarding house assistant

(iv) College administration services grade 2

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
- Occupational equivalent: clerical assistant

S5.2.3 Level 3

An employee at this level performs work above and beyond the skills of an employee at Level 2.

(a) Competency

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

(c) Level of supervision

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.

(d) Training level or qualifications

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- (i) completion of a trades certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II, with relevant work experience; or
- (iii) an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

(e) Typical activities

(i) Classroom support services grade 3

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Liaising between the College, the student and the student's family where some discretion and judgment are involved
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students
- Occupational equivalent: student services co-ordinator

(ii) Curriculum/resources services grade 2

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area

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- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with teachers)
- Occupational equivalent: library technician, laboratory technician, technology centre technician

(iii) Boarding supervision services grade 2

- Deputising from time to time for the person in charge of the boarding house, while undertaking the basic duties
- Occupational equivalent: senior boarding house assistant

(iv) College administration services grade 3

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
- Managing enquiries from students, parents, employees and the general public
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation
- Occupational equivalent: administration assistant, office supervisor, accounts clerk, College secretary (small College)

S5.2.4 Level 4

An employee at this level performs work above and beyond the skills of an employee at Level 3.

(a) Competency

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions.

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Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

(c) Level of supervision

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.

(d) Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a diploma level qualification with relevant work related experience;
- (ii) completion of a Certificate IV with relevant work experience;
- (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- (iv) completion of a Certificate III with extensive relevant work experience; or
- (v) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Curriculum/resources services grade 3

- Demonstrating and instructing students and employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- Liaising with teachers on curriculum matters
- Assisting careers advisor/counsellor
- Occupational equivalent: senior technician in a library, laboratory or technology centre, careers placement officer

(ii) Boarding supervision services grade 3

- Managing a boarding house, with significant responsibility for the welfare of students, which includes the maintenance of effective communication with the parents of students and the supervision of other boarding supervision employees
- Occupational equivalent: boarding house supervisor, manager or co-ordinator

(iii) College administration services grade 4

- Responsibility for the smooth and efficient financial administration of a small College
- Responsibility for both secretarial and financial administration of a College office in a small College
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Planning and setting up spreadsheets and database applications

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- Initiating and handling correspondence, which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
- Occupational equivalent: senior administration assistant, office supervisor, finance officer, College registrar, College secretary (large College), principal's secretary, College development officer

S5.2.5 Level 5

An employee at this level performs work above and beyond the skills of an employee at Level 4.

(a) Competency

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

(b) Judgment, independence and problem solving

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.

(c) Level of supervision

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.

(d) Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a degree without subsequent relevant work experience;
- (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- (iii) completion of a diploma qualification and at least two years' subsequent relevant work experience;
- (iv) completion of a Certificate IV and extensive relevant work experience;
- (v) completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

- (i) Curriculum/resources services grade 4

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- Providing specialist technical advice, direction and assistance in the employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level
- Occupational equivalent: professional assistant

(ii) Boarding supervision services grade 4

- Responsibility to the principal of a College for the overall supervision of the recreational and personal welfare of all students and has overall responsibility for the administration of two or more boarding houses or a very large boarding house
- Occupational equivalent: head of boarding (large College)

(iii) College administration services grade 5

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
- Providing designated support to senior management and associated committees concerning designated aspects of College management
- Overseeing the operations of the College's office and other administrative activities
- Ensuring deadlines and targets are met
- Preparing the accounts of the College to operating statement stage and assisting in the formulating of period and year end entries
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods
- Occupational equivalent: human resources officer, office supervisor (large College), College development officer

S5.2.6 Level 6

An employee at this level performs work above and beyond the skills of an employee at Level 5.

(a) Competency

- (i)** Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- (ii)** Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
- (iii)** Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (iv)** Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (v)** Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

(b) Judgment, independence and problem solving

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

(c) Level of supervision

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general employees. Supervision is present to review established objectives.

(d) Training level or qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with subsequent relevant experience;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) College administration services grade 6

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and employees on the employee's area of expertise
- Responsibility for professional development of other employees
- Contributing to operational and strategic planning in the area of responsibility
- Occupational equivalent: public relations manager/director, College development manager

S5.2.7 Level 7

An employee at this level performs work above and beyond the skills of an employee at Level 6.

(a) Competency

- (i) Within constraints set by management, employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- (ii) An employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the employee may be a recognised authority in a specialised area.

(b) Judgment, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

(c) Level of supervision

Broad direction. May manage other employees including general employees.

(d) Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with at least four years of subsequent relevant experience;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) College administration services grade 7

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the College and/or outside bodies
- Providing financial advice to the principal or the business manager
- Managing the College's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- Occupational equivalent: information technology manager (medium College)

S5.2.8 Level 8

An employee at this level performs work above and beyond the skills of an employee at Level 7.

(a) Competency

Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

(b) Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of College policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

(c) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

(d) Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) College administration services grade 8

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large College
- Undertaking the role of an assistant bursar/business manager in a large College
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- Occupational equivalent: information technology manager (large College), assistant bursar/business manager (large College)

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SCHEDULES FOR GENERAL STAFF - Part 5

Non-teaching staff other than Administration, Classroom & Boarding Supervision

94. Schedule 6 - Salaries & Allowances

Grade	Years of Service	Jan-23	Feb-24	Feb-25	Feb-26
			4%	3.50%	3.50%
Under 17		\$28,519.25	\$29,660.02	\$30,698.12	\$31,772.55
17 Years		\$35,074.60	\$36,477.58	\$37,754.30	\$39,075.70
18 Years		\$40,919.15	\$42,555.92	\$44,045.37	\$45,586.96
19 Years		\$46,767.34	\$48,638.03	\$50,340.36	\$52,102.28
20 Years		\$52,613.10	\$54,717.62	\$56,632.74	\$58,614.89
Grade 1	1	\$58,458.86	\$60,797.21	\$62,925.12	\$65,127.50
Grade 1	2	\$63,316.21	\$65,848.86	\$68,153.57	\$70,538.94
Grade 1	3	\$68,175.92	\$70,902.96	\$73,384.56	\$75,953.02
Grade 2	1	\$69,077.28	\$71,840.37	\$74,354.78	\$76,957.20
Grade 2	2	\$72,063.69	\$74,946.24	\$77,569.36	\$80,284.28
Grade 3	1	\$74,111.15	\$77,075.60	\$79,773.24	\$82,565.31
Grade 3	2	\$77,594.09	\$80,697.85	\$83,522.28	\$86,445.56
Grade 4	1	\$81,160.65	\$84,407.08	\$87,361.32	\$90,418.97
Grade 4	2	\$85,380.21	\$88,795.42	\$91,903.26	\$95,119.87
Grade 5	1	\$91,337.74	\$94,991.25	\$98,315.94	\$101,757.00
Grade 5	2	\$95,895.08	\$99,730.88	\$103,221.46	\$106,834.22
Grade 6	1	\$102,972.86	\$107,091.77	\$110,839.99	\$114,719.39
Grade 6	2	\$110,156.50	\$114,562.76	\$118,572.46	\$122,722.49
Grade 7	1	\$117,588.45	\$122,291.99	\$126,572.21	\$131,002.23
Grade 7	2	\$121,559.75	\$126,422.14	\$130,846.91	\$135,426.56
Grade 7	3	\$125,541.64	\$130,563.31	\$135,133.02	\$139,862.68
Grade 8		\$137,203.78	\$142,691.93	\$147,686.15	\$152,855.16
First Aid Allowance (Hrly)		\$0.53	\$0.55	\$0.57	\$0.59
Toxic Substances Allowance (Hrly)		\$1.71	\$1.78	\$1.84	\$1.91

94.2 Schedule of Allowances (Refer clause 77)

- (a) The First Aid Allowance is shown in Schedule 6 and is payable in accordance with clause 77.2 above.
- (b) The Meal Allowance shall be an amount in line with the current Australian Taxation Office guidelines for meal allowance and is payable in accordance with clause 77.3 above.
- (c) The on call and recall allowances are set in clause 77.4 above.
- (d) Toxic Substances Allowance is shown in Schedule 6 and is payable in accordance with clause 77.8 above.

95. Schedule 7 – Part 5 - Classifications

S7.1 Definitions

S7.1.1 Definition 1: Supervision

Close supervision: clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

Routine supervision: direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

General direction: direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.

Broad direction: direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

S7.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) Year 12

Completion of a senior secondary certificate of education, usually in Year 12 of secondary College.

(b) Trade certificate

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.

(c) Post-trade certificate

A course of study over and above a trade certificate and less than a Certificate IV.

(d) Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

(e) Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

(f) Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

(g) Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

(h) Advanced diploma

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

(i) Degree

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

(j) Postgraduate degree

A recognised postgraduate degree, over and above a degree as defined above.

NOTE: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

S7.1.3 Definition 3: Classification dimensions

(a) Competency

Skill, complexity and responsibility of tasks typically required at each classification level.

(b) Judgment, independence and problem solving

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

(c) Level of supervision

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

(d) Training level or qualifications

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

(e) Occupational equivalent

Examples of occupations typically falling within each classification level.

(f) Typical activities

Examples of activities typically undertaken by employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large Colleges is made, based upon student enrolment. A small College enrolls less than 300 students, a medium College enrolls between 300 and 600 students and a large College enrolls more than 600 students.

S7.2 Classifications

S7.2.1 Level 1

An employee at this level will learn and gain competency in the basic skills required by the employer. In the event that the increased skills/competency are required and utilised by the employer, classification to a higher level within the structure may be possible.

(a) Competency

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.

(b) Judgment, independence and problem solving

The employee follows standard procedures in a predefined order. The employee resolves problems where alternatives for the employee are limited and the required action is clear or can be readily referred to a more senior employee.

(c) Level of supervision

Close supervision or, in the case of more experienced employees working alone, routine supervision.

(d) Training level or qualifications

An employee is not required to have formal qualifications or work experience upon engagement. An employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the College, the College's policies and procedures in relation to the work environment and the employees with whom the employee will be working.

(e) Typical activities

(i) Pre school/childcare services grade 1

- Learning and implementing the policies, procedures and routines and the requisite basic skills
- Learning how to establish relationships and interacting with children
- Attending to the physical, social and emotional needs of children on an individual or group basis
- Assisting in the development of good relations with families attending the facility
- Performing basic duties, including food preparation, cleaning or gardening
- Occupational equivalent: childcare assistant, outside College hours assistant, pre school assistant, kindergarten assistant

(ii) College operational services grade 1

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting in a College retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of College vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the employee's work
- Performing general laundry duties
- Performing general house assistant duties in a boarding house, such as cleaning
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the College
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the College's main dining area
- Occupational equivalent: cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

S7.2.2 Level 2

An employee at this level performs work above and beyond the skills of an employee at Level 1.3

(a) Competency

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.

(b) Judgment, independence and problem solving

- (i) Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- (ii) An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

(c) Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where employees are working alone, less direct guidance and some autonomy may be involved.

(d) Training level or qualifications

Level 2 duties typically require:

- (i) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- (ii) completion of Year 12 without work experience;
- (iii) completion of Certificates I or II with work related experience; or
- (iv) an equivalent combination of experience and training.

(e) Typical activities

(i) Pre school/childcare services grade 2

- Assisting in the implementation of the children's program under supervision
- Assisting in the implementation of daily care routines
- Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
- Understanding and working according to the policies and procedures associated with the children's program
- Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee
- Demonstrating knowledge of hygienic handling of food and equipment
- Occupational equivalent: childcare assistant

(ii) Wellbeing services grade 1

- Providing first aid services, as the designated first aid officer in the College
- Occupational equivalent: first aid officer

(iii) College operational services grade 2

- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- Undertaking general gardening tasks including the preparation and planting procedures
- Laundry duties requiring the application of limited discretion

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- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision
- Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
- Driving a bus with a carrying capacity of 25 or more passengers
- Occupational equivalent: non-trade qualified cook, gardener, kitchen assistant, security officer, College bus driver

S7.2.3 Level 3

An employee at this level performs work above and beyond the skills of an employee at Level 2.

(a) Competency

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

(c) Level of supervision

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.

(d) Training level or qualifications

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- (i) completion of a trades certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II, with relevant work experience; or
- (iii) an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

(e) Typical activities

(i) Pre school/childcare services grade 3

- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
- Responsibility for recording observations of individual children or groups for program planning purposes for qualified employees
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations
- Occupational equivalent: childcare assistant

(ii) College operational services grade 3

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Responsibility for operating the College canteen, uniform shop or book shop, including supervision of employees and volunteers
- Cooking duties including a la carte cooking, baking, pastry cooking or butchery
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
- Responsibility for the security and basic maintenance of College property
- Occupational equivalent: tradesperson, retail function co-ordinator, security officer, caretaker

S7.2.4 Level 4

An employee at this level performs work above and beyond the skills of an employee at Level 3.

(a) Competency

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

(c) Level of supervision

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.

(d) Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a diploma level qualification with relevant work related experience;
- (ii) completion of a Certificate IV with relevant work experience;

- (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- (iv) completion of a Certificate III with extensive relevant work experience; or
- (v) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Pre school/childcare services grade 3A

- Exercises similar responsibilities as a grade 3 but an employee at this level has a Diploma in Children's Services.
- Occupational equivalent: childcare assistant

(ii) Wellbeing services grade 2

- Providing support and guidance to students
- Providing welfare services to students
- Occupational equivalent: youth welfare officer

(vi) College operational services grade 4

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
- Deputising for the manager if absent, including undertaking all duties
- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
- Occupational equivalent: advanced tradesperson, head grounds person (medium or large College)

S7.2.5 Level 5

An employee at this level performs work above and beyond the skills of an employee at Level 4.

(a) Competency

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

(b) Judgment, independence and problem solving

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.

(c) Level of supervision

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.

(d) Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a degree without subsequent relevant work experience;
- (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- (iii) completion of a diploma qualification and at least two years' subsequent relevant work experience;
- (iv) completion of a Certificate IV and extensive relevant work experience;

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- (v) completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Pre school/childcare services grade 4

- Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
- Responsibility for the direction and general supervision of lower level employees
- Ensuring a safe environment is maintained for children and employees
- Ensuring that records are maintained accurately for each child in the employee's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families
- Occupational equivalent: childcare assistant

(ii) College operational services grade 5

- Managing a range of functions
- Occupational equivalent: assistant property manager (large College), property manager (medium College)

S7.2.6 Level 6

An employee at this level performs work above and beyond the skills of an employee at Level 5.

(a) Competency

- (i) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- (ii) Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
- (iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (iv) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

(b) Judgment, independence and problem solving

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

(c) Level of supervision

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general employees. Supervision is present to review established objectives.

(d) Training level or qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with subsequent relevant experience;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Pre school/childcare services grade 5

- Occupational equivalent: operating as the assistant director:
- Responsibility for co-ordinating and directing the activities of employees, including the employees engaged in the implementation and evaluation of developmentally appropriate programs
- Contributing, through the director, to the development of the facility or policies and procedures
- Co-ordinating operations, including occupational health and safety, program planning, staff training
- Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues
- Occupational equivalent: operating as the co-ordinator:
- Undertaking additional responsibilities, including co-ordinating the activities of more than one group, supervising employees, trainees and students on placement and assisting in administrative functions

(ii) Wellbeing services grade 3

- Performing guidance and counselling, within defined accountabilities
- Providing specialist health services and/or therapy services to students
- Occupational equivalent: psychologist, speech therapist, occupational therapist

(iii) Nursing services grade 1

- Providing primary nursing care with its associated administrative responsibilities
- Occupational equivalent: College nurse

(iv) College operational services grade 6

- Managing a range of functions
- Occupational equivalent: property manager

S7.2.7 Level 7

An employee at this level performs work above and beyond the skills of an employee at Level 6.

(a) Competency

- (i) Within constraints set by management, employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- (ii) An employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the employee may be a recognised authority in a specialised area.

(b) Judgment, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees

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in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

(c) Level of supervision

Broad direction. May manage other employees including general employees.

(d) Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i)** a degree with at least four years of subsequent relevant experience;
- (ii)** extensive experience and management expertise in technical or administrative fields; or
- (iii)** an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Pre school/childcare services grade 6

- Responsibility as a director, being responsible for the overall management and administration of the facility, including:
 - Supervising the implementation of developmentally appropriate programs for children
 - Recruiting staff in accordance with relevant regulations, as directed by the Principal
 - Maintaining day-to-day accounts and handling all administrative matters
 - Ensuring that the facility adheres to all relevant regulations and statutory requirements
 - Ensuring that the facility meets or exceeds quality assurance requirements
 - Liaising with families and outside agencies
 - Formulating and evaluating annual budgets
 - Providing professional leadership and development to employees
 - Developing and maintaining policies and practices for the facility
- Occupational equivalent: childcare centre director

(ii) Wellbeing services grade 4

- Managing counselling services with more than one psychologist under supervision
- Occupational equivalent: head of College counselling (small or medium College), senior therapist

(iii) Nursing services grade 2

- Providing health counselling, health education and acting in a resource capacity to the College community, in addition to providing primary care with its associated administrative duties
- Occupational equivalent: College nurse

S7.2.8 Level 8

An employee at this level performs work above and beyond the skills of an employee at Level 7.

(a) Competency

Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

(b) Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of College policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

(c) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

(d) Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Pre school/childcare services grade 6

- Responsibilities are the same as for a grade 6 classified at Level 7
- This level applies where the number of places in the centre exceeds 60

(ii) Wellbeing services grade 5

- Manages a counselling or multi-disciplinary service in a large College
- Occupational equivalent: manager of counselling services

(iii) Nursing services grade 3

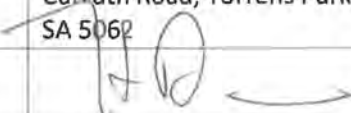
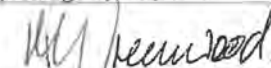



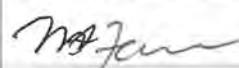
- Providing health, counselling, health education and acting in a resource capacity to a College community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other employees of the College's health service
- Occupational equivalent: nurse in charge

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96. Schedule 8 – Matrix of Non-Teaching Classifications

Level 1	Classroom Support Services Grade 1	Pre school and Childcare Services Grade 1	College Operational Services Grade 1	College Administration Services Grade 1				
Level 2	Classroom Support Services Grade 2	Pre school and Childcare Services Grade 2	College Operational Services Grade 2	College Administration Services Grade 2	Curriculum/ Resources Services Grade 1	Boarding Supervision Services Grade 1	Wellbeing Services Grade 1	
Level 3	Classroom Support Services Grade 3	Pre school and Childcare Services Grade 3	College Operational Services Grade 3	College Administration Services Grade 3	Curriculum/ Resources Services Grade 2	Boarding Supervision Services Grade 2		
Level 4		Pre school and Childcare Services Grade 3A	College Operational Services Grade 4	College Administration Services Grade 4	Curriculum/ Resources Services Grade 3	Boarding Supervision Services Grade 3	Wellbeing Services Grade 2	
Level 5		Pre school and Childcare Services Grade 4	College Operational Services Grade 5	College Administration Services Grade 5	Curriculum/ Resources Services Grade 4	Boarding Supervision Services Grade 4		
Level 6		Pre school and Childcare Services Grade 5	College Operational Services Grade 6	College Administration Services Grade 6			Wellbeing Services Grade 3	Nursing Services Grade 1
Level 7		Pre school and Childcare Services Grade 6		College Administration Services Grade 7			Wellbeing Services Grade 4	Nursing Services Grade 2
Level 8		Pre school and Childcare Services Grade 6		College Administration Services Grade 8			Wellbeing Services Grade 5	Nursing Services Grade 3

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Employer Representative		Witness	
Full Name	Mr T. Driver	Full Name	MORAG GREENWOOD
Position	Principal, Scotch College Adelaide	Occupation	H.R. MANAGER.
Address	Carruth Road, Torrens Park SA 5062	Address	CARRUTH RD. TORRENS PARK
Signature		Signature	
Date	12 March 24	Date	12/3/2024
Employee Representative		Witness	
Full Name	Lachlan Archibald	Full Name	MORAG GREENWOOD
Position	Staff Association Representative	Occupation	H.R. MANAGER
Address	Carruth Road, Torrens Park SA 5062	Address	CARRUTH ROAD TORRENS PARK.
Signature		Signature	
Date	12/3/2024	Date	12/3/2024
Union Representative		Witness	
Full Name	TIM OOSTERBAAN	Full Name	Meredith Farmer
Position	Independent Education Union SA BRANCH SECRETARY	Occupation	Independent Education Union (SA Branch) Deputy Secretary
Address	213 Currie Street, Adelaide SA 5000	Address	213 Currie St, Adelaide SA 5000
Signature		Signature	
Date	15.3.2024	Date	15.3.2024.