

THE ANGLICAN SCHOOLS COMMISSION  
ENTERPRISE AGREEMENT 2012

AG 22 OF 2013

## **1 - TITLE**

This Agreement shall be known as the Anglican Schools Commission Enterprise Agreement 2012 and shall replace the Anglican Schools Commission (Enterprise Bargaining) Agreement 2008.

## **2 - ARRANGEMENT**

1. Title
2. Arrangement
3. Parties to the Agreement
4. Scope of Agreement
5. Date and Duration of Agreement
6. Expiration of Agreement
7. Objectives of the Agreement
8. Definitions
9. Contract of Service
10. Personal Leave
11. Leave Without Pay
12. Holidays and Vacation Leave
13. Long Service Leave
14. Bereavement Leave
15. Parental Leave
16. Special Leave
17. Salary Rates
18. Agreed Efficiency Improvements
19. Right of Entry
20. Protective Clothing
21. Travelling Allowance
22. Salary Records
23. Inspection of Records
24. Superannuation
25. Redundancy
26. Salary Packaging
27. Professional Responsibilities
28. Consultation
29. Dispute Resolution Procedure
30. No Further Claims
31. No Precedent
32. Signatories

Appendix 1 –

1. Teacher Appraisal
2. Induction

Appendix 2 – Salary Step Progression

### **3 - PARTIES TO THE AGREEMENT**

This Agreement is made between the Anglican Schools Commission (the ASC) and the Independent Education Union of Western Australia, Union of Employees (the IEUWA.

### **4 - SCOPE OF AGREEMENT**

- (1) This Agreement shall apply to all teachers employed by the Anglican Schools Commission in Western Australia, within the scope of the Independent Schools' Teachers' Award 1976 (the award) who are members or are eligible to be members of the IEUWA.
- (2) This Agreement provides for all conditions contained in the Independent Schools' Teachers' Award (1976).
- (3) The number of staff covered by this Agreement is 770.
- (4) Where there is any inconsistency between this Agreement and the Award, this Agreement will prevail to the extent of the inconsistency.

### **5 - DATE AND DURATION OF AGREEMENT**

This Agreement shall come into effect on the date on which it is registered in the Western Australian Industrial Relations Commission and shall expire 3 years from the date of registration. The parties agree to meet in the first term after the expiry of the Agreement, or such other date as they agree, to review the Agreement.

### **6 - EXPIRATION OF AGREEMENT**

On expiration of this Agreement and in the absence of the registration of a subsequent enterprise agreement, the provisions of this Agreement shall continue to apply until such time as a new Agreement is registered and takes effect.

### **7 - OBJECTIVES OF THE AGREEMENT**

The nature and purposes of this Agreement are to:

- (1) consolidate and develop further, initiatives arising out of the award restructuring process;
- (2) accept a mutual responsibility to maintain a working environment which will ensure that the Schools and their teachers become genuine participants and contributors to the aims, objectives and philosophy of the Schools and the ASC;
- (3) recognise the professional and personal qualities of teachers which enable them to create conditions which are conducive to learning and which foster the development of the individual student;
- (4) safeguard and improve the quality of teaching and learning by emphasising the upgrading of professional skills and knowledge. The Schools and their teachers acknowledge that this upgrading of skills and experience can best occur when both the Schools and teachers share responsibility for professional development by

undertaking both in-service and external courses and training partly during school time and partly during the teacher's time;

- (5) acknowledge that Anglican Community Schools are established and operated to give access to affordable Christian education in the Anglican tradition to as wide a cross-section of the community as possible. In acknowledging this purpose, the ASC, its Schools and their staff undertake to make provisions where practicable for children with special needs; to facilitate the constructive involvement of parents in the life of the Schools; to deliver appropriate educational programs, and to support the Christian ethos of the Schools;
- (6) acknowledge that each School is managed locally within the ASC's policy framework and is expected to respond appropriately to the needs of its school community.

### **8. - DEFINITIONS**

- (1) "Teacher" shall mean any person employed on the teaching staff of an ASC school but does not include the Deputy Principal or the Principal.
- (2) "Part-time Teacher" shall mean a teacher employed regularly on the staff of an ASC school and who works less than the normal hours that a full-time teacher is required to work.
- (3) "Temporary Teacher" shall mean a teacher engaged as full-time or part-time as a replacement teacher or such other purpose as may be required to fulfil the teaching obligations of the school, provided that the period of engagement of a temporary teacher shall be not less than twenty consecutive working days and not more than a period of twelve months, except where the substantive teacher on unpaid leave is granted an extension the temporary teacher's engagement may be extended for the period of this extension.
- (4) "Relief Teacher" shall mean a teacher employed part-time or full-time on a daily or half daily basis for a period not exceeding nineteen consecutive days in the same school.
- (5) "Promotional Position" shall mean a position which involves:
  - (a) the supervision of other members of staff  
and/or
  - (b) administrative duties in excess of those usually required of a teacher in an Independent School  
and/or
  - (c) pastoral care duties or any other Promotional Position responsibilities in excess of those usually required of a teacher in an Independent School.

- (6) "Continuous Service" shall include full-time, part-time and temporary service, paid leave and unpaid leave of less than two (2) consecutive weeks, within ASC Schools in Western Australia.
- (7) "Limited Authority to Teach" shall mean a teacher given a Limited Authority to Teach by the Teachers Registration Board Western Australia.
- (8) 'Immediate family' of the teacher shall mean:
  - (a) the spouse or defacto spouse of a teacher;
  - (b) the child, grandchild or step-child of a teacher;
  - (c) the parent, step-parent, grandparent or parent-in-law of a teacher;
  - (d) the brother or sister of a teacher or the brother or sister of the teacher's spouse or the brother or sister of the defacto spouse of a teacher.
- (9) An Anglican Schools Commission school, shall mean Esperance Anglican Community School, Frederick Irwin Anglican School, Georgiana Molloy Anglican School, John Septimus Roe Anglican Community School, John Wollaston Anglican Community School, Peter Carnley Anglican Community School, Peter Moyes Anglican Community School and St Mark's Anglican Community School, Swan Valley Anglican Community School and any additional school which is administered by the ASC in WA(the Schools).

#### **9. - CONTRACT OF SERVICE**

- (1)
  - (a) A teacher shall, upon engagement, be given a letter of appointment in which the general conditions and the special conditions (if any) of his/her appointment are stated. A copy of that letter shall be retained by the school and signed by the teacher within one week of commencing work. This subclause shall not apply to a relief teacher.
  - (b) The conditions stated in the letter of appointment shall, while the employment continues, be observed by the parties and shall not be subject to any alteration of significance without the consent of the teacher.
  - (c) Paragraph (a) of this subclause does not authorise the inclusion in a letter of appointment of any provision which is inconsistent with or contrary to any provision of this Agreement.
- (2) Except in the case of relief or temporary teachers, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of school term. Failure to give the required notice shall make that party liable to forfeiture of or payment to the other party of an amount equivalent to six weeks' pay or an amount equivalent to that period of notice not given or served.

Provided that the requirements of this subclause may be waived in part or whole by mutual agreement between the teacher and the employer.
- (3) The contract of service of a temporary teacher shall be terminable at any time by either party giving not less than one (1) weeks' notice, save that in the case of continuous service exceeding one (1) year, notice shall be as prescribed in subclause (2) of this clause.

- (4) The engagement of a relief teacher shall be by the day or half day and where the period exceeds five consecutive days the notice shall be one day. Where the employment is for five consecutive days or less the engagement shall be considered to be a specific period and notice shall not be required.
- (5) A part-time teacher shall receive payment for sick leave, long service leave and vacation leave on a pro-rata basis in the proportion that his/her hours of work bear to the hours of a full-time teacher.
- (6) Upon termination a statement of service and a separate reference when requested by the teacher shall be provided to the teacher by the employer.
- (7) Nothing within this clause detracts from the employer's right to dismiss summarily any teacher for serious misconduct in which case salary shall be paid up to the time of dismissal only.

#### **10. – PERSONAL LEAVE**

- (1)
  - (a) A teacher who is unable to attend or remain at the place of employment during the normal hours of duty by reason of personal ill health or injury, or they are absent because they are providing care or support to a member of their immediate family or a member of his/her household due to an illness or unexpected emergency affecting that person, shall be entitled to payment during such absence in accordance with the following provisions.
  - (b) Entitlement to payment shall be twelve and one half day's pay for each completed year of service. Such leave will accrue on a weekly basis. A teacher who was actually engaged for all four terms in a calendar year shall be entitled to a year's entitlement.
  - (c)
    - (i) A teacher who claims an entitlement under this clause due to ill health or injury shall provide to the employer evidence that would satisfy a reasonable person of the entitlement.
    - (ii) A teacher shall, wherever practicable, give the employer notice prior to the absence, of the intention to take leave due to an illness or unexpected emergency affecting a member of his/her immediate family or member of his/her household, the name of the person requiring care and his/her relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence
  - (d) If in the first of successive years of service with the employer, a teacher is absent on personal leave for a period longer than his/her entitlement to paid personal leave, payment may be adjusted at the end of that year of service, or at the time the teacher's services terminate, if before the end of that year of service, to the extent that the teacher has become entitled to further paid personal leave during that year of service.

- (2) A temporary teacher shall retain the benefit of accumulated personal leave on appointment as a permanent teacher provided that the service is continuous. For the purpose of this paragraph school vacations shall not be deemed to break the continuity of service.
- (3) The unused portions of the entitlement to paid personal leave in any one year shall accumulate from year to year and subject to this subclause may be claimed by the teacher if the absence on personal leave exceeds the period for which entitlement has accrued during that year at the time of the absence. Provided that a teacher shall not be entitled to claim payment for any period exceeding thirteen weeks in any one year of service.
- (4) Where a teacher has no entitlement to paid personal leave a teacher shall be entitled to unpaid personal leave, for the purposes of providing the care or support referred to above.
- (5) A teacher on paid leave shall accrue an entitlement to payment under this clause.
- (6) Where a teacher has no entitlement to paid personal/sick leave a teacher shall be entitled to two (2) unpaid days for the purposes of carer's leave.
- (7) Accrued personal leave entitlements are portable between ASC schools
- (8) The provisions of this subclause with respect to payment do not apply to teachers who are entitled to payment under the Workers' Compensation and Rehabilitation Act 1981 nor to teachers whose injury or illness is the result of the teacher's own misconduct.
- (9) Such leave shall not prejudice a staff member's rights to Special Leave in accordance with the provisions of Clause 16. - Special Leave of this agreement.

#### **11. – LEAVE WITHOUT PAY**

- (1) While a teacher has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.
- (2) A teacher applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.
- (3) Leave without pay does not involve loss of continuity of service for salary, sick leave and long service leave purposes. Any period exceeding two weeks during which the teacher is absent on leave without pay shall not be taken into account in calculating the period of service for any purposes of this Agreement. In the case of leave without pay, which exceeds eight weeks in a continuous period, the entire period of that leave is excised in full.
- (4) If a teacher is granted leave without pay the question of the teacher's specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made a teacher upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

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

## **12 - HOLIDAY AND VACATION LEAVE**

- (1) Except as hereinafter provided, a teacher shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.
- (2) If after one week's continuous service in any calendar year a teacher lawfully terminates his/her employment or his/her employment is terminated by the employer through no fault of the teacher, the teacher shall be granted salary instead of vacation leave proportionate to his/her length of service. Provided that a teacher who was actually engaged for all four terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.
- (3) (a) Where a teacher has been paid for leave, which at the time of termination has not been fully accrued, the employer may deduct from any monies owed that portion to which the teacher is not entitled.
- (b) Where the employment of a teacher is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.
- (4) A teacher on approved paid leave, shall accrue an entitlement to payment under this clause.
- (5) A teacher who is justifiably dismissed for serious misconduct shall not be entitled to the benefits of the provisions of this clause.
- (6) (a) A leave loading equivalent to 17.5 per cent of four weeks' salary shall be paid to a teacher, including a part-time and temporary teacher, who has completed twelve months' continuous service with the employer or who has been employed for all four terms in a calendar year.
- (b) The loading shall be paid in the final pay in December of that year.
- (c) If the service of a teacher commences after the beginning of first term in a calendar year then by agreement between the employer and the teacher, the leave loading may be paid, proportionate to the length of service in that year, in December of that year.

## **13. - LONG SERVICE LEAVE**

- (1) As from 1 January 1998, a teacher's entitlement to paid long service leave for each year of service within Anglican Schools Commission schools, will accrue at the rate of 1.43 weeks' per year of service.
- (2) Subject to sub clause (5) of this clause, a teacher who has accrued an entitlement of leave corresponding to a complete term shall be entitled to take such leave.
- (3) For any service prior to the 1st January 1998, the provisions of long service leave shall be that which is prescribed under the terms of the Independent Schools' Teachers' Award (1976).
- (4) The process required for the taking of leave shall be as follows:



- (a) the employer shall advise the teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
  - (b) the teacher shall advise the employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
  - (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.
- (5) Where the continuous service of a teacher during the period of accrual contains any period which is less than full time then that teacher's entitlement shall be calculated as follows;
  - (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
  - (b) payment for the period accrued shall be the average that the teacher's hours bears to that of a full time teacher over the accrual period.
- (6) The teacher continues to accrue long service leave entitlement for any period during which the teacher is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the teacher is absent on unpaid leave.
- (7) For the purposes of calculating long service leave entitlement:
  - (i) where the employer terminates the teacher's employment and re-employs the teacher within 2 school terms the employer shall recognise all prior service with the school.
  - (ii) where a teacher resigns and is re-employed within 2 school terms the recognition of any prior service with the school and the entitlement associated with that service shall be at the discretion of the Principal and confirmed in writing at the time of re-employment.
  - (iii) such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that teacher's entitlement.
- (8) Vacation leave observed by the school shall count for the purposes of calculating a teacher's entitlement to long service leave.
- (9) Any public holiday which occurs during the period a teacher is on long service leave shall not be treated as part of the long service leave and extra days in lieu thereof shall be granted.
- (10) Where a teacher has become entitled to a period of long service leave in accordance with this clause, the teacher shall commence such leave within two (2) years of the entitlement accruing, unless mutually agreeable arrangements have been made between the teacher and the Principal by one of the following options:
  - (a) as a term with the excess entitlement being retained as unused accrued long service leave; or
  - (b) as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or

- (c) with the agreement of the employer, as a term with the excess entitlement being paid in lieu; or
- (d) with the agreement of the employer, a lesser period may be taken than that prescribed in this subclause.
- (e) where a period of leave of less than 2 weeks is being requested the requirements of sub clause (4)(b) of this clause do not apply.

(Notation: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.).

- (f) Having made reasonable attempts to organise mutually agreeable arrangements without success, the teacher may at the discretion of the employer be instructed to take the leave during the following year.

Such discretion will not be exercised harshly or unfairly.

- (11) Payment for long service leave shall be made in full before the teacher goes on leave, or by agreement between the teacher and the employer at the same time as the teacher's salary would have been paid if the teacher had remained at work.

- (12) Where a teacher has completed at least 5 continuous years of service and employment is terminated –

- (a) by the teacher's death; or
- (b) in any circumstances, other than serious misconduct

the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.

- (13) In the case to which subclause (12) of this clause applies, and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the employer shall :

- (a) upon termination of employment otherwise than by death, pay to the teacher; or
- (b) upon termination of employment by death, pay to the authorised representative of the teacher,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

- (14) Accrued Long Service Leave entitlements are portable between ASC schools.

- (15) (a) Where a teacher is ill during a period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence that would satisfy a reasonable person that as a result of illness or injury the teacher was confined to their place of residence or a medical facility for a period of at least (14) consecutive calendar days, the employer shall grant sick leave for the period during which the teacher was so confined and reinstate long service leave equivalent to the period of confinement.

- (b) The period of reinstated leave will not change the return date or extend the current period of long service leave.

#### **14. - BEREAVEMENT LEAVE**

##### Entitlement to Bereavement Leave

- (1) Subject to subclause (4) of this clause, on the death of:
  - (a) the spouse or defacto spouse of a teacher;
  - (b) the child, grandchild or step-child of a teacher;
  - (c) the parent, step-parent, grandparent or parent-in-law of a teacher;
  - (d) brother or sister of a teacher or the brother or sister of the teachers spouse or defacto spouse
  - (e) any person who, immediately before that person's death, lived with the teacher as a member of the teacher's family,the teacher is entitled to paid bereavement leave of up to two days.
- (2) The two (2) days need not be consecutive.
- (3) Bereavement Leave is not to be taken during a period of any other leave.
- (4) A teacher who claims to be entitled to paid leave under this section is to provide to the employer, if so requested by the employer, evidence that would satisfy a reasonable person as to:
  - (a) the death that is the subject of the leave sought; and
  - (b) the relationship of the teacher to the deceased person.

#### **15. - PARENTAL LEAVE**

- (1) Eligibility for Parental Leave

A teacher shall become entitled to take up to 52 consecutive weeks of unpaid leave in respect of:

- (a) the birth of a child to the teacher or the teacher's spouse; or
- (b) the placement of a child with the teacher with a view to the adoption of the child by the teacher.
- (c) an additional period of unpaid leave of up to 52 consecutive weeks can be taken on request (up to a total of 104 consecutive weeks of Parental Leave)

- (2) A teacher is entitled to take parental leave if he or she:
- (a) has had at least 12 months' continuous service with that employer immediately preceding the date upon which the teacher proceeds upon such leave; and
  - (b) has given the employer at least 10 weeks' written notice of his/her intention to take such leave, and the start and finish dates of such leave.
  - (c) a teacher is not entitled to take parental leave at the same time as the teacher's spouse but this subclause does not apply to one week's parental leave:
    - (i) taken by the male parent immediately after the birth of the child; or
    - (ii) taken by the teacher and the teacher's spouse immediately after a child has been placed with them with a view to their adoption of the child.
  - (d) a teacher shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with this subclause, if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Paid Parental Leave

- (a) From 1 January 2012, an employee with at least two (2) years continuous service in ASC schools in WA,
  - (i) who gives birth to a child, or
  - (ii) is the primary carer for an adopted child who is not the natural child or the step-child of the employee or the employee's partner, is under the age of five (5) and has not lived continuously with the employee for six (6) months or longerand who makes application to take parental leave shall be entitled to 14 weeks paid parental leave as follows.
- (c) Paid parental leave as provided in this Agreement will count as qualifying service for the purposes of calculating a teacher's annual leave, sick leave and long service leave entitlement under this Agreement. The annual leave accrued during the period of paid parental leave will be paid as a lump sum at the conclusion of the period of paid parental leave.
- (d) The rate of salary to be applied shall be the teachers' weekly rate at the time parental leave commenced.

(4) Parental Leave to start 6 weeks before the birth

Subject to subclauses (5), (6) and (8) of this clause, the period of parental leave for a female teacher shall be for an unbroken period of up to 52 weeks and shall include up to six weeks' leave to be taken immediately before the presumed date of confinement, unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the teacher is fit to work.

(5) Transfer to a Safe Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work, the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attached to that job until the commencement of parental leave. If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as parental leave for the purposes of subclauses (9), (10), (11) and (12) of this clause.

(6) Variation of Period of Parental Leave

- (a) The period of parental leave may be lengthened by agreement between the teacher and the employer in accordance with the provisions of Clause 11. - Leave Without Pay of this Agreement.
- (b) The period of parental leave may be shortened by agreement between the teacher and the employer.

(7) Cancellation of Parental Leave

- (a) Parental leave, applied for but not commenced, shall be cancelled when the pregnancy of a teacher terminates other than by the birth of a living child.
- (b) Subject to paragraph (c) of this subclause, where the pregnancy of a teacher then on parental leave terminates other than by the birth of a living child, it shall be the right of the teacher or teacher's spouse to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the teacher to the employer that he or she desires to resume work.
- (c) A teacher's right to resume work within the period specified in paragraph (b) of this subclause shall be subject to the practicality of enabling the teacher to resume within that period, but in any case that limitation shall not be invoked to extend the period of leave beyond the date originally agreed to.

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

(8) Special Parental Leave and Sick Leave

- (a) Where the pregnancy of a teacher or a teacher's spouse not then on parental leave terminates after twenty-eight weeks other than by the birth of a living child then:
  - (i) the teacher shall be entitled to such period of unpaid leave (to be known as special parental leave) as a duly qualified medical practitioner certifies as necessary before the teacher's return to work; or
  - (ii) for illness other than the normal consequences of confinement the teacher shall be entitled, either instead of or in addition to special parental leave, to such paid sick leave as to which the teacher is then entitled and which a duly qualified medical practitioner certifies as necessary before the teacher returns to work.
- (b) Where a teacher not then on parental leave suffers illness related to the teacher's pregnancy, the teacher may take such paid sick leave as to which the teacher is then entitled and such further unpaid leave (to be known as special parental leave) as a duly qualified medical practitioner certifies as necessary before the teacher returns to work.
- (c) For the purposes of subclauses (10), (11) and (12) of this clause, parental leave shall include special parental leave.
- (d) A teacher returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which the teacher held immediately before proceeding on such leave or, in the case of a teacher who was transferred to a safe job pursuant to subclause (5) of this clause, to the position the teacher held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the teacher is qualified and the duties of which the teacher is capable of performing, the teacher shall be entitled to a position as nearly comparable in status and salary or wage to that of the teacher's former position.

(9) Parental Leave and Other Leave Entitlements

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

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

(10) Effect of Parental Leave on Employment

- (a) Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement. Except that a teacher will accrue annual leave, sick leave and long service leave entitlement during the period of paid parental leave as provided in clause (3).

(11) Termination of Employment

- (a) A teacher on parental leave may terminate his or her employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) An employer shall not terminate the employment of a teacher on the grounds of the teacher's pregnancy or of the teacher's absence on parental leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(12) Return to Work

- (a) A teacher shall confirm their intention to return to work in writing to the employer not less than 6 term weeks prior to the expiration of parental leave. Provided that if a teacher returning to work requests to return in a capacity other than that which he/she held prior to going on parental leave, then this request must be received in writing and discussed with the employer at least one full term before the expected date of return.
- (b) Provided the requirements of subclause (a) above have been met, a teacher shall be entitled to a position commensurate with the teacher's qualifications, experience, status and previous classification.
- (c) By agreement between the teacher and the Principal a teacher may work part-time in one or more periods any time after the completion of the period of paid Parental Leave until the commencement of the year following the child's fifth birthday, provided that the employer may refuse the request for part time work on reasonable grounds. The employer will provide a written response to any request for part time work and in the case of a refusal will provide reasons for the refusal.
- (d) Before commencing a period of part-time employment under this sub clause the employer and the teacher shall agree in writing:
  - (i) that the teacher may work part-time;
  - (ii) the hours to be worked by the teacher, the days upon which they will be worked and the commencing and finishing times for the work;
  - (iii) the period of part-time employment.

- (e) Where a teacher seeks to return to work part time after a period of parental leave, their employment status shall remain ongoing and their written contract will reflect this. A Teacher shall remain entitled to return to their substantive ongoing teaching position until the commencement of the year following the child's fifth birthday.
- (f) The decision to offer part time work is at the sole discretion of the employer and is subject to the availability of a part-time position within the school. The provision of part time work will be on an interim basis and will cease no later than the end of the school year in which the child turns five.

(13) Replacement Teachers

- (a) A replacement teacher is a teacher specifically engaged as a result of a teacher proceeding on parental leave.
- (b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the teacher who is being replaced.
- (c) Before an employer engages a person to replace a teacher temporarily promoted or transferred in order to replace a teacher exercising his or her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the teacher who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring the employer to engage a replacement teacher.
- (e) A replacement teacher shall not be entitled to any of the rights conferred by this clause except where his/her employment continues beyond the twelve months' qualifying period.

**16. – SPECIAL LEAVE**

- (1) The Employer will upon sufficient cause being shown, grant an employee special leave on full pay not exceeding three (3) working days in any one (1) calendar year, subject to the following provisions.
- (2) Special leave can only be taken for matters:
  - (a) of a personal and pressing nature; and
  - (b) which arise with little or no notice; and
  - (c) which require immediate attention; and
  - (d) that cannot reasonably be conducted outside normal business hours.



- (3) An employee can take more than one (1) day at any one time of special leave, subject to the discretion of the employer and taking the circumstances of the employee into consideration. (4) Notification of a request for special leave is to be made as soon as is practicable.
- (5) An employee may be required by the Employer to provide an explanation of the reasons for taking special leave.
- (6) Failure to notify the Employer as soon as is practicable will result in this leave being treated as absent without leave.
- (7) Special leave entitlements do not accrue from year to year
- (8) The Principal's discretion is not to be harshly or unfairly exercised..

### 17. - SALARY RATES

- (1) (a) The ASC is committed to maintaining salary parity in general terms with the Department of Education of Western Australia. By this agreement it further agrees to maintain ASC salaries at a margin of 2.5% above the comparable Department of Education of Western Australia rates.
- (b) In the event that the ASC believes it is unable to meet its obligations under this clause, it shall notify the IEUWA and the parties will reconvene the bargaining unit for the purpose of reviewing salaries and allowances.
- (2) (a) On and from the date of Agreement the minimum annual rate of salary payable to teachers engaged in the classifications prescribed in this Clause shall be:

Step	From 9 Dec 2011 3.75%	Leave Loading	Total Salary inclusive of Leave Loading	From 1 Dec 2012 4%	Leave Loading	Total Salary inclusive of Leave Loading	From 1Dec 2013 4.25%	Leave Loading	Total Salary inclusive of Leave Loading
	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>*1</b>	\$60,737	816	61,553	\$63,167	848	64,015	\$65,852	884	66,736
<b>2</b>	\$64,606	868	65,474	\$67,191	902	68,093	\$70,047	941	70,988
<b>3</b>	\$70,705	949	71,654	\$73,534	987	74,521	\$76,660	1,029	77,689
<b>4</b>	\$73,477	987	74,464	\$76,417	1,026	77,443	\$79,665	1,070	80,735
<b>5</b>	\$76,357	1,025	77,382	\$79,412	1,066	80,478	\$82,788	1,112	83,900
<b>6</b>	\$79,352	1,065	80,417	\$82,527	1,108	83,635	\$86,035	1,155	87,190
<b>7</b>	\$82,460	1,107	83,567	\$85,759	1,151	86,910	\$89,404	1,200	90,604
<b>8</b>	\$85,693	1,151	86,844	\$89,121	1,197	90,318	\$92,909	1,247	94,156
<b>9</b>	\$89,051	1,196	90,247	\$92,614	1,243	93,857	\$96,551	1,296	97,847
<b>10</b>	\$92,543	1,242	93,785	\$96,245	1,292	97,537	\$100,336	1,347	101,683

Leave loading shall be paid in the final pay in December of that year.

- (b) On appointment, a teacher shall be placed at the appropriate salary level according to qualifications and teaching experience in Australia. Recognition of qualifications and experience other than that outlined in this clause shall be determined by agreement between the employer and the teacher.
  - (c) On application by the teacher and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the teacher into an approved Superannuation fund nominated in accordance with the provision of Clause 24. - Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with Superannuation Guarantee (Administration) Act 1992, Federal legislation or an employer's contributory superannuation fund.
  - (d) A copy of any agreement reached in accordance with paragraph (c) of this subclause shall be attached to the salary record of the teacher concerned.
  - (e) For the purposes of determining weekly or fortnightly salary, the annual salaries as prescribed in this subclause, shall be divided by 52.16 or 26.08 respectively or by 12 if monthly.
- (3) In determining the appropriate minimum salary level, on appointment the following will apply:

- (a) (i) A two-year or three-year trained teacher holding a Teacher's Certificate or a teacher holding a University Degree (other than Bachelor of Education) but not a Teacher's Certificate shall be placed at Step 1 of the schedule in this sub clause in their first year and proceed to Step 2 on completion of one year of service:

	9 Dec 2011	1 Dec 2012 4%	1 Dec 2013 4.25%
1	\$55,118	\$57,323	\$59,759
2	\$57,299	\$59,591	\$62,124

(ii) When a Teacher has completed 2 years service he or she will convert to the Teachers salary scale of Subclause (2)(a) of this clause. They will commence at Step 1, and proceed by annual increments to and including Step 10.

- (b) A Teacher holding a:  
University Degree and Diploma of Education; or  
University Degree and Teacher's Certificate; or  
Bachelor of Education Degree;  
Shall be deemed to hold a 4 year teaching qualification.

and shall commence at Step 1 and proceed by annual increments to and including Step 10.

- (c) Teachers with a Limited Authority to Teach shall be placed at Step 1 of the schedule in this sub clause in their first year and proceed by annual increments to Step 8:

Step	9 Dec 2011	With leave loading	1 Dec 2012 4%	With leave loading	1 Dec 2013 4.25%	With leave loading
1	\$45,856	\$46,471	\$47,691	\$48,331	\$49,718	\$50,385
2	\$48,643	\$49,296	\$50,589	\$51,268	\$52,740	\$53,448
3	\$52,176	\$52,876	\$54,264	\$54,992	\$56,571	\$57,330
4	\$55,119	\$55,859	\$57,324	\$58,093	\$59,761	\$60,563
5	\$57,300	\$58,069	\$59,592	\$60,392	\$62,125	\$62,959
6	\$60,737	\$61,552	\$63,167	\$64,015	\$65,852	\$66,736
7	\$64,606	\$65,473	\$67,191	\$68,093	\$70,047	\$70,987
8	\$70,705	\$71,654	\$73,534	\$74,521	\$76,660	\$77,689

- (d) Teachers holding the qualifications as outlined in paragraph (b) of this subclause plus a second or higher degree as outlined in paragraph (g) of this clause shall be credited with an extra year's experience for salary purposes. For the purpose of this sub clause, a second or higher degree shall include a graduate diploma or a degree at honours level.
- (e) The term Degree or Diploma will be deemed to include equivalent qualifications. In the event of a dispute the matter may be referred to the Teachers Registration Board of Western Australia.
- (f) The qualifications referred to in paragraph (3)(g), shall be determined by agreement through the Teachers Registration Board.
- (g) A teacher who obtains a second, or higher degree shall be credited with one extra year's experience for salary purposes. For the purpose of this subclause, a second or higher degree shall mean to include a graduate diploma or a degree at honours level.
- (h) The ASC will adopt the Graduate Allowance from 1 January 2009, modelled on the Department of Education of Western Australia Graduate Allowance, which at 1 January 2009 was \$1,600 per annum.
- (4) (a) Part-time and part-time temporary teachers shall be paid in accordance with this Agreement for duties performed in proportion to the time those duties bear to an ordinary full-time teaching week.
- (b) Schools may vary the hours of employment of part-time teachers or the subjects to be taught on an annual basis, with notice of such variations to be given as per this Agreement.
- (c) The number of periods taught by a part-time teacher, expressed as a percentage of the normal full-time teaching load, will be used to calculate salary, provided that the part-time teacher receives no more than a comparable proportion of entitlements and duties.
- (d) In engaging a part-time teacher, the Schools acknowledge that such teachers may wish to seek other employment and agree to negotiate a reasonable spread of hours of duty which, as far as practicable, suit the circumstances of the teacher and the timetabling constraints of the School.

- (e) Part time teachers will progress through the salary steps in Annual increments.
- (5) (a) Relief teachers shall be paid at the rate of salary appropriate to their qualifications and experience on a half daily, daily or weekly basis of annual salary divided by 400, 200, or when on a weekly basis the annual salary divided by 40.
  - (b) A half day is determined as half the number of periods in a particular school day, worked consecutively.
- (6) By this agreement the parties commit to provide clarification to placement on salary steps by the following:
    - (a) Reassess teacher's salary step effective 29 January 2013, to ensure all teachers are being paid at the appropriate salary step as per Appendix 2 of this Agreement, taking into account:
      - (i) Actual years of teaching experience, and
      - (ii) Applying the actual years of teaching experience to the current entry step determined by qualifications on the salary scale
    - (b) Adjust salaries where required effective from 29 January 2013; and
    - (c) Ensure all teachers will receive their annual increment on their anniversary date.
    - (d) If a teacher was not on the appropriate salary step then their step and salary will be adjusted and the adjusted salary paid effective from 29 January 2013.
    - (e) Payment will be made to teachers affected following acceptance of this Enterprise Bargaining Agreement.

(7) PROMOTIONAL ALLOWANCES

- (a) A teacher appointed to a promotional position in a primary or secondary school shall be placed within one of the following promotion levels in accordance with the duties as prescribed.

Promotional Level 1

The management of a major department, for example, secondary English, or an equivalent responsibility, for example, in the pastoral care of students or coordination of staff or curriculum.

Promotional Levels 2, 3 and 4

The levels assigned will recognise the gradation of responsibilities which apply within a school among various promotional positions.

For example, for promotional Level 2: the management of a small department or an equivalent level of responsibility.

For example, for promotional Level 3: second in charge of a major department, or an equivalent level of responsibility.

For example, for promotional Level 4: co-ordinator of a subject, i.e., subject teachers with minimal supervision of other staff, or an equivalent level of responsibility.

- (b) All allowances relating to promotional positions are minima.
- (c) The scale of promotional allowances paid shall be based on the promotional level as determined in paragraph (a) of this subclause and the category as defined in paragraph (d) of this subclause.

In determining the category applicable to the School reference shall only be made to the number of students for which the teacher has responsibility.

- (d) The category shall be determined as follows:
  - (i) Category A: Sub-School (eg Primary / Junior / Middle / Senior) or Section of the School (eg Secondary / Primary), depending on the structure adopted by the School, above 600 full-time equivalent students.
  - (ii) Category B: Sub-School School (eg Primary / Junior / Middle / Senior) or Section of the School (eg Secondary / Primary), depending on the structure adopted by the School, between 300 and 600 full-time equivalent students.
  - (iii) Category C: Sub-School School (eg Primary / Junior / Middle / Senior) or Section of the School (eg Secondary / Primary), depending on the structure adopted by the School, below 300 full-time equivalent students.
- (e) The allowance payable for a promotional position shall be as set out in sub clause (3) (a) of this clause:
- (f) Effective from the date of the Agreement the rates for promotion positions prescribed in paragraph (6) of this Clause shall be:
  - (i) in a Category A Sub-School or Section of the School a person exercising equivalent responsibility (Level 1) shall receive a minimum salary as follows:

	<b>From 9 Dec 2011 3.75%</b>	<b>From 1 Dec 2012 4%</b>	<b>From 1 Dec 2013 4.25%</b>
Year 1	\$99,056	\$103,019	\$107,398
Year 2	\$103,056	\$107,179	\$111,735
Year 3	\$105,849	\$110,083	\$114,762
Year 4	\$108,719	\$113,068	\$117,874

- (ii) teachers in other promotion positions shall receive a minimum allowance as follows:

**From 9 December 2011**

Level	Category A	Category B	Category C
1	As Above	\$12,308	\$9,347
2	\$9,531	\$8,051	\$6,478
3	\$6,848	\$5,737	\$4,627
4	\$4,072	\$3,424	\$2,776

**From 1 December 2012**

Level	Category A	Category B	Category C
1	As Above	\$12,801	\$9,721
2	\$9,914	\$8,374	\$6,739
3	\$7,123	\$5,968	\$4,814
4	\$4,236	\$3,561	\$2,889

**From 1 December 2013**

Level	Category A	Category B	Category C
1	As Above	\$13,346	\$10,135
2	\$10,336	\$8,730	\$7,026
3	\$7,426	\$6,222	\$5,019
4	\$4,417	\$3,713	\$3,012

- (g) While maintaining in general the promotion structure described in this Agreement, the Schools shall have the discretion to adapt this structure to meet their educational needs. The normal process of appointment to promotional positions will be followed.
- (7) In the event of any safety net adjustment being applied to the Award, such adjustment shall be absorbed into the salary rates prescribed by this Agreement.
- (8) Nothing in this clause shall increase workloads or decrease entitlements that existed prior to this agreement.

**18 - AGREED EFFICIENCY IMPROVEMENTS**

(1) Playground Supervision

Where a teacher is required to undertake lunchtime supervision, such duty shall be so rostered as to allow a fair and reasonable meal break.

(2) Workloads

- (a) The Anglican Schools Commission will continue a broad process of consultation with all teaching staff and the Union to review the policy on workloads, including class sizes. The outcomes from these negotiations will be included as part of the workloads policy. There will be no increases in workloads or class sizes over the period of the Agreement.
- (b) The parties agree to review the Workloads Policy during the life of this Agreement

- c) The policy will be informed by the general principles:
- curriculum and co-curricular demands on teachers will be reasonable and all other duties will be allocated on a fair and equitable basis, and take into account their health and well-being.
  - the overall health and viability of the Anglican Schools Commission System should not be undermined by decisions relating to workloads and class sizes.

(3) First Teaching Appointment

- (a) A teacher appointed to his/her first teaching appointment in an ASC school shall be regarded as being on probation for 12 months.
- (b) From 1 January 2015 a 1<sup>st</sup> year Graduate Teacher will be provided with the equivalent (averaged over a term) of one additional DOTT period per week. The mentor to the Graduate teacher will also receive the equivalent of an additional DOTT period per week (averaged over a term).
- (c) Contingent on the teacher completing a satisfactory performance appraisal as per clause 2 (1) of Appendix 1 – Induction of this Agreement, which encompasses all aspects of teaching in a School of the ASC the teacher will be granted permanent status.
- (d) If the performance appraisal is not satisfactory, the teacher may:
- (i) have his/her appointment on probation extended for a further 12 months and be subject to ongoing appraisal as per clause 2 (1) of Appendix 1 – Induction of this Agreement, or
  - (ii) have his/her appointment terminated on 6 weeks' notice to take effect from the close of business at the end of school term, or payment in lieu thereof
- (e) If during the extended period of probation the performance appraisal remains unsatisfactory the teacher may be terminated in accordance with Clause 9 (2) of this Agreement.

- (4) (a) The Head of a major department or a person exercising an equivalent responsibility, as determined by the Principal, shall undergo regular performance appraisal.

The appraisal process will be determined by the Principal according to the needs of the individual school, having regard to the principles outlined in Appendix 1 of this Agreement.

Appraisal is to be based on a formal position specification authorised by the Principal.

- (b) Heads of all major departments are to be available for School meetings for up to five working days per annum during School vacations, as determined by the Principal in consultation with the staff concerned.

- (c) Level 2 Heads of department are to be available for School meetings for up to three working days per annum during School vacations, as determined by the Principal in consultation with the staff concerned.
- (5) Individual schools will provide primary and secondary teachers with equivalence where practicable of “duties other than teaching time” (DOTT) on average over the course of a teaching year.

N.B. It is understood that the “industry standard” for secondary DOTT is 0.2.

- (6) Deduction from Salary
  - (a) On the completion of the appropriate authority, the School shall deduct from the staff member’s periodic salary payment the staff member’s nominated health benefit fund subscription, and shall pay the monies deducted to the fund.
  - (b) This authority shall remain in force until revoked in writing by the staff member.
- (7) Use of private motor vehicle on official school business:

Employees using their private motor vehicle on officially approved school business are entitled to be paid the allowance set down by the Australian Taxation Office.

- (8) Employee Assistance Counseling:

The ASC will meet the reasonable cost of providing its employees with the services of a professional employee assistance counseling service such as “Working Relationships”, with the provider and extent of services to be determined by the ASC.

## **19. - RIGHT OF ENTRY**

- (1) An authorised representative of the Union may enter, during working hours, any premises where teachers work, for the purposes of holding discussions at the premises with those teachers.
- (2) The authorised representative will provide the employer/principal with prior notification of entry.
- (3) The meeting will not disrupt the teacher’s performance of his/her duties.
- (4) Where such a meeting is of an urgent nature and upon a request being made to the principal, the principal may approve paid time off to meet with the authorised Union representative. Such approval will not be unreasonably withheld.



## **20. - PROTECTIVE CLOTHING**

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

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

## **21. - TRAVELLING ALLOWANCES**

- (1) Where a teacher is required by the employer to work away from the teacher's usual place of employment the employer shall pay the teacher any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) hereof.
- (2) Where a teacher is required and authorised to use his/her own motor vehicle in the course of duty, the teacher shall be paid an allowance of not less than that provided for taxation purposes by the Australian Taxation Office, unless otherwise agreed by the teacher.

## **22. – SALARY RECORDS**

- (1) The employer shall keep or cause to be kept, records containing the following particulars:
  - (a) Full name and residential address of each teacher.
  - (b) The full time or part time percentage, and the number of weeks worked per year, exclusive of Holiday and Vacation leave.
  - (c) The salary paid each pay period, and their deductions.
  - (d) The employer shall provide a salary advice slip showing gross salary and any deductions made for such pay period.
- (2)
  - (a) Salaries shall be paid at least monthly, except in the case of a relief teacher who shall be paid as soon as possible on completion of the engagement.
  - (b) Salaries paid monthly shall be paid to the employee on the 15<sup>th</sup> of each month or on the business day preceding if the 15<sup>th</sup> is a weekend or public holiday.

## **23. – INSPECTION OF RECORDS**

- (1) An authorised representative of the Union may enter, during work hours, any premises where relevant teachers work, for the purpose of investigating any suspected breach of the Industrial Relations Act 1979, the Long Service Leave Act 1958, the Minimum Conditions of Employment Act 1993, the Occupational Safety and Health Act 1984 or an award, order, industrial

agreement or employer-employee agreement that applies to any such teacher.

- (2) For the purpose of investigating any such suspected breach, the authorised representative may:
  - (a) subject to the provisions of the relevant Act, Award, Order, Industrial Agreement or Employer-Employee Agreement require the employer to produce for the representative's inspection, during working hours at the employer's premises or at any mutually convenient time and place, any employment records or other documents kept by the employer that are related to the suspected breach;
  - (b) make copies of the entries in the employment records or documents related to the suspected breach; and
  - (c) during working hours, inspect or view any work, material, machinery, or appliance, that is relevant to the suspected breach.
- (3) The authorised representative will provide written notice of at least:
  - (a) 24 hours if the records and documents are kept on the employer's premises; or
  - (b) 48 hours if the records are kept elsewhere.

#### **24. - SUPERANNUATION**

The superannuation provisions contained herein operate subject to the requirements of the hereinafter prescribed provision titled - Compliance, Nomination and Transition.

- (1) Employer Contributions
  - (a) An employer shall contribute to superannuation for each eligible teacher in accordance with the Superannuation Guarantee (Administration) Act 1992 to one of the following approved superannuation funds:
    - (i) AXA - superannuation plan which was established and is governed by a trust deed and rules dated 23 September 1986, as amended; and
    - (ii) an exempted fund allowed by subclause (3) of this clause.
  - (b) Employer contributions shall be paid at least monthly for each week of service that the eligible teacher completes with the employer.
  - (c) "Ordinary Time Earnings" means the salary or other remuneration periodically received by the teacher in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of this

Agreement to which the teacher is entitled for ordinary hours of work.

(2) Fund Membership

- (a) "Eligible Teacher" shall mean a teacher employed under the terms of this Agreement.
- (b) A teacher shall not be eligible to join the fund until he/she has completed one month's satisfactory service. On completion of this period the teacher shall be entitled to the appropriate employer contribution, from the date of the teacher's commencement.

(3) Exemption

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Agreement:

- (a) was contributing to a superannuation fund, in accordance with an order of an industrial tribunal; or
  - (b) was contributing to a superannuation fund in accordance with an Order or Award of an industrial tribunal, for a majority of teachers and makes payment for teachers covered by this Agreement in accordance with that order or award; or
  - (c) subject to notification to the Union, was contributing to a superannuation fund for teachers covered by this Agreement where such payments are not made pursuant to an order of an industrial tribunal.
  - (d) was not contributing to a superannuation fund for teachers covered by this Agreement; and
    - (i) written notice of the proposed alternative superannuation fund is given to the Union; and
    - (ii) contributions and benefits of the proposed alternative superannuation fund are no less than those provided by this clause; and
    - (iii) within one month of the notice prescribed in paragraph (i) being given, the Union has not challenged the suitability of the proposed fund by notifying the Western Australian Industrial Relations Commission of a dispute.
- (4) The employer shall provide such facilities as is appropriate to ensure that all teachers are adequately informed of the provisions of the superannuation funds available.

Compliance, Nomination and Transition

Notwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of a teacher, on and from 30 June 1998:

- (a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless:
  - (i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and
  - (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the teacher permitted to nominate a fund or scheme;
- (b) The teacher shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the teacher;
- (c) The employer shall notify the teacher of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirement of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the teacher to whom such is directed;
- (e) The teacher and employer shall be bound by the nomination of the teacher unless the teacher and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
- (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme required by a teacher;

Provided that on and from 30 June 1998, and until a teacher thereafter nominates a complying superannuation fund or scheme:

- (i) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;
- or
- (ii) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

## **25 - REDUNDANCY**

- (1) It is agreed that redundancy is a termination of services because a position in the educational management of the school is no longer required and that subject to an

appraisal process agreed to between the school and the teacher, it is clear that the teacher does not have the training or experience to meet the requirements of any new position or existing position in the School.

- (2) Should the School determine that a position is to be declared redundant, it will:
- (a) Assess the needs and skills of the individual Teacher affected to ascertain whether any existing alternative appointment is possible.
  - (b) Assess whether long service requirements or other staffing issues may create an alternative appointment.
  - (c) Give notice of not less than six weeks to coincide with the end of a school term to the teacher affected.
  - (d) Investigate whether a placement for the Teacher affected can be found in another ASC school.
  - (e) Permit paid leave to the individual to attend job interviews within the six week notice period.
  - (f) Permit the teacher to leave immediately in order to accept a firm offer of appointment at another school if that offer is made within the six weeks notice period.
  - (g) Terminate the position wherever possible by not later than December 31<sup>st</sup> of the year in which the redundancy is declared.

The following severance pay scale will apply to redundancy.

- |   |  |
|---|--|
| • Not more than 1 year                    | Nil  |
| • More than 1 year but less than 2 years  | 4 weeks pay  |
| • More than 2 years but less than 3 years | 6 weeks pay  |
| • More than 3 years but less than 4 years | 7 weeks pay  |
| • More than 4 years                       | 2 weeks pay per year of service to a maximum of 16 weeks |

## **26 – SALARY PACKAGING**

### (1) Salary Packaging

The ASC will allow salary packaging by teaching staff on condition that participating employees:

- (a) meet the full cost of the services of an ASC approved remuneration consultant;
- (b) obtain independent financial advice on the implications of salary packaging for the employee;

- (c) agree that the employer is not liable for the effect of any change to taxation law or rulings concerning salary packaging;
  - (d) will reimburse the School for any Fringe Benefits Tax paid by the School on the teacher's behalf under the terms of this clause.
- (2) For the purposes of this clause:
- (a) "Benefits" means the benefits nominated and received by the teacher.
  - (b) "Benefit Value" means the amount specified by the School as the cost to the School of the benefit provided including Fringe Benefit Tax, if any. The School must advise the teacher in writing of the Benefit Value.
  - (c) "Fringe Benefit Tax" means tax imposed by the Fringe Benefits Tax Act 1986 as amended.
  - (d) The School may offer to provide and the teacher may agree in writing to accept a salary equal to the difference between the Benefit Value and the salary which would have applied to the teacher under subclause (3)(a) of this clause, had salary packaging not been accepted.
- (3) Conditions of Employment
- (a) Except as provided by this clause, teachers must be employed at a salary based on a rate of pay, and on terms and conditions, not less than those prescribed by the Agreement.
  - (b) For all purposes of the Agreement, salary shall be deemed to include the value of any benefits provided under this clause.
- (4) During the currency of an Agreement under this clause:
- (a) Any teacher who takes paid leave on full pay shall receive the Benefits and salary referred to in paragraphs (a) and (d) of subclause (2) of this clause.
  - (b) If a teacher takes leave without pay the teacher will not be entitled to any Benefits during the period of leave.
  - (c) If a teacher takes paid leave on less than full pay he or she shall receive:
    - (i) the Benefits; and
    - (ii) any balance of salary as agreed between the School and the teacher.

## **27 - PROFESSIONAL RESPONSIBILITIES**

- (1) The parties recognise that there is a wide range of duties and responsibilities included in the profession of teaching.

- (2) The parties acknowledge that much of the ethos and culture of the Schools derive from activities involving staff and students outside regular class-based instruction.
- (3) Duty of care responsibilities must be considered in the planning of activities conducted by the School.
- (4) The Anglican Schools Commission recognises the need for collaborative planning with teachers and the need to acknowledge the efforts of those teachers who contribute significantly to the life and values of the Schools.
- (5) The competence, skills and qualifications of teachers will be considered in the planning and allocation of activities conducted by the Schools, having regard for teachers' professional development and personal responsibilities.
- (6)
  - (a) All teaching staff will undertake two half days of professional development per annum in support of the Christian ethos of the School. That professional development will include instruction based on "The Christian Purposes of Anglican Schools" and related materials.
  - (b) Such professional development will form part of the School's professional development programme. Some aspects of the course may be presented in teachers' after-school time.

## **28 - CONSULTATION**

- (1) There shall be established a Consultative Committee with equitable representation of the employer and staff members from each school. The Committee shall provide a forum in which to discuss any matters brought to the Committee, provided they relate directly to the conditions of employment of staff members.
- (2) The Committee shall meet at least once each school semester.

## **29 - DISPUTE RESOLUTION PROCEDURE**

A dispute is defined as any question, dispute or difficulty arising out of this Agreement. The following procedure shall apply to the resolution of any dispute:

- (1) The parties to the dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.
- (2) If the parties are unable to resolve the dispute, the matter, at the request of either party, shall be referred to a meeting between the parties to the Agreement together with any additional representatives as may be agreed by the parties;
- (3) If the matter is not then resolved it shall be referred to the Western Australian Industrial Relations Commission.

### **30 - NO FURTHER CLAIMS**

It is a condition of this Agreement that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Case Principles or within the review period specified in Clause 5. - Date and Duration of Agreement of this Agreement.

### **31 - NO PRECEDENT**

It is a condition of this Agreement that the parties will not seek to use the terms contained herein as a precedent for other enterprise Agreements, whether they involve the ASC or not.



**32 - SIGNATORIES**

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*Signed Peter Laurence*  
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*Signed NIGEL BRIGGS*  
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*Signed Peter Laurence*  
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*(Name of signatory in block letters)*  
The Anglican Schools Commission

*...NIGEL BRIGGS.....*  
*(Name of signatory in block letters)*  
Independent Education Union of Western  
Australia, Union of Employees.

## APPENDIX 1

### 1. - TEACHER APPRAISAL

- (1) (a) Teacher appraisal is essential to ongoing teacher professional development, performance planning and review in the context of the individual, the department or the school as a whole.
- (b) The structure of the appraisal process will be determined by its purpose, that is whether it is formative or summative.
- (2) The following are the minimum requirements of any teacher appraisal process.

(a) Formative Appraisal -

Formative Appraisal has as its purpose the enhancement of teacher skills:

- (i) the appraisal shall be carried out by the Schools appraisal committee and/or such other persons as are agreed between the employer and the teacher,
- (ii) the appraisal shall be based on criteria which are agreed to by the teacher involved,
- (iv) the teacher shall be provided with a written report, on the outcomes of the appraisal. The report shall clearly indicate the purpose of the appraisal, the format used and the results and recommendations arising out of the appraisal. Copies of all documentation, including formal and informal reports, shall be provided to the teacher upon request.

(b) Summative Appraisal -

Summative Appraisal has as its purpose the determination of the professional competence of a teacher in respect of the confirmation of appointment or for promotional purposes:

- (i) the form and conduct of the appraisal shall be determined by the employer and the reason for the appraisal must be clearly established before the appraisal commences,
- (ii) the teacher being appraised shall be advised as to who is to conduct the appraisal, its form, the duration of the appraisal, and the nature of the reporting process,
- (iii) during the process, the teacher shall be kept informed of the progress of the appraisal and shall be allowed to nominate any teacher to contribute to the appraisal on his or her behalf,
- (iv) the teacher shall be provided with a written report, on the outcomes of the appraisal. The report shall clearly indicate the purpose of the appraisal, the format used and the results and

recommendations arising out of the appraisal. Copies of all documentation, including formal and informal reports, shall be provided to the teacher,

- (v) the teacher shall be given every opportunity to review any documentation which relates to the appraisal or to clarify any aspect of the report,
  - (vi) where the report identifies failings on the part of the teacher or the competency of the teacher is in question, the report should clearly indicate the nature of the problem and what is required of the teacher to address the problems
  - (vii) any agreed procedure to be implemented following the appraisal shall be documented and shall form part of the reporting process. An adequate time frame must be given in order to address any problem area identified in the report.
- (3) Participation in any appraisal process and any subsequent implementation procedure should not be an unreasonable addition to a teacher's existing work load.
- (4) In the event that it becomes necessary to review the performance of a teacher with a view to the possible termination of employment, except in the case of serious misconduct or other that in the teacher's first year of employment, then a summative appraisal will be conducted. In certain circumstances this may not be appropriate and provided agreement can be reached between the Principal, the Teacher and the Union, an alternative process may be used.

## **2. - INDUCTION**

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

The induction process shall be under the terms and conditions already established to assist the teacher's professional development.

The employer shall provide a written statement to the teacher one term before the end of the teacher's first year, outlining the teacher's progress and development.

- (2) The employer shall report regularly to the teacher on the progress of the induction process and shall comment and make suggestions that will assist the teacher's professional development.
- (3) A teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as considered appropriate and agreed between the Principal and the teacher at the time of appointment following such absence.

## APPENDIX 2 – Salary Step Progression

The following arrangements are effective from the January 2013 pay period and only apply to teachers who were employed in ASC schools on 16 December 2008. This arrangement is not retrospective for pay periods prior to 1 January 2013.

Commencing 1 January 2013, teachers who were employed on 16 December 2008 at steps 6, 7, 8, 9 will progress up the salary scale as follows:

- (a) Teachers paid at step 6 on 16 December 2008 progressed to steps 7 and 8 on their anniversary dates in 2009 and 2010 (converted to the new step 3 in the restructure of February 2010). This group received a graduate allowance of \$1,600 in 2009 and will continue to progress to the appropriate incremental step via normal processes.
- (b) Teachers paid at steps 5, 7 and 8 on 16 December 2008 progressed to the next increment on their anniversary dates in 2009 and 2010 then converted to the equivalent incremental point in February 2010.

Commencing 1 January 2013, they will move to steps 6, 8 and 9 respectively and continue up the scale to step 10 by annual increments.

	Start date of 4 year trained graduate	Step at 16/12/08	Step at 16/12/09	Restructure at 04/02/10	Step at 16/12/10	Step at 16/12/11	Step at 16/12/12	Step at 01/01/13
Old Step	2008	5	6	6				
New Step				1	2	3	4	6
Old Step	2007	6	7	7				
New Step				2	3	4	5	6
Old Step	2006	7	8	8				
New Step				3	4	5	6	8
Old Step	2005	8	9	9				
New Step				4	5	6	7	9

From 1 January 2010 all ASC teachers progressed up the scale by one increment point annually regardless of their FTE. Those teachers employed at 16 December 2008 will have their increment point at 1 January 2013 reviewed to ensure that they will be put in the same position as having omitted step 7 in the incremental process and progressing directly from step 6 to step 8.