

**SCHOOL EDUCATION ACT EMPLOYEES' (TEACHERS AND ADMINISTRATORS)
GENERAL AGREEMENT 2021**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	DIRECTOR GENERAL, DEPARTMENT OF EDUCATION	APPLICANT
	-v-	
	THE STATE SCHOOL TEACHERS' UNION OF W.A. (INCORPORATED)	RESPONDENT
CORAM	COMMISSIONER C TSANG	
DATE	WEDNESDAY, 7 DECEMBER 2022	
FILE NO/S	AG 17 OF 2022	
CITATION NO.	2022 WAIRC 00834	

Result	Agreement varied
Representation	
Applicant	Mr S Dane and Mr P McCarney
Respondent	Mr J Theodorsen

Order

WHEREAS this is an application pursuant to s 43(1) of the *Industrial Relations Act 1979* to vary an existing industrial agreement;

AND WHEREAS at the hearing, the parties consented to the reference to 'clause 0' at clause 14.2 being deleted by the Commission and substituted for 'clause 14.4', and the two references to 'clause 0' at clause 40.8(c) being deleted by the Commission and substituted for 'clause 40.8';

AND WHEREAS I am satisfied that the agreement meets the requirements of the *Industrial Relations Act 1979* and that it should be varied;

NOW THEREFORE the Commission, pursuant to the powers conferred under the *Industrial Relations Act 1979*, hereby orders –

THAT the agreement entitled *School Education Act Employees' (Teachers and Administrators) General Agreement 2021* registered on 2 August 2022 be varied in accordance with the agreement filed in the Registry on 19 October 2022 and amended by consent at the hearing, attached to this order.

L.S. (Sgd.) **C. TSANG**

COMMISSIONER C TSANG

PART 1 APPLICATION OF AGREEMENT

1. TITLE

- 1.1. This Agreement is known as the *School Education Act Employees' (Teachers and Administrators) General Agreement 2021*.

2. RELATIONSHIP TO AWARD

- 2.1 This Agreement replaces the *School Education Act Employees' (Teachers and Administrators) General Agreement 2019 (AG 10 of 2020)*.
- 2.2 The conditions prescribed in this Agreement, to the extent of any inconsistency, prevail over the terms prescribed in the Award. Otherwise the terms of the Award will be read in conjunction with this Agreement.

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4. PARTIES BOUND

- 4.1 The Parties to this Agreement are the Director General of the Department of Education and The State School Teachers' Union of W.A (Incorporated).

5. DURATION

- 5.1 This Agreement operates from the date of registration and, in accordance with section 41 of the *Industrial Relations Act 1979*, will expire on 5 December 2023.

6. SCOPE OF AGREEMENT

- 6.1. This Agreement shall apply to Employees who are employed pursuant to section 235 of the *School Education Act 1999* by the Director General of the Department of Education of Western Australia in the classifications outlined in section 237 of the *School Education Act 1999* and Regulations 127 and 127A of the *School Education Regulations 2000* who are members or are eligible to be members of The State School Teachers' Union of WA (Incorporated).
- 6.2. At the time of registration, the estimated number of Employees to which this Agreement applies is approximately 28,753 and includes the average number of Casual Employees over a school year.

7. DEFINITIONS

In this Agreement unless otherwise specified:

“Act” means the *School Education Act 1999* as amended and any regulations made under the Act or successor legislation.

“Approved” means approved by the Employer or the delegated authority.

“Agreement” means the *School Education Act Employees' (Teachers and Administrators) General Agreement 2021*.

“Award” means the *Teachers (Public Sector Primary and Secondary Education) Award 1993*.

“Base Salary” means an Employee's annual salary excluding allowances and any other additional payments.

“Casual Employee” means an Employee engaged for a minimum of three hours for a period not exceeding four weeks in any period of engagement at a single school, centre or site, as determined by the Employer. The hourly rate is inclusive of 20% loading paid in lieu of leave, other than leave that is expressly stated as applying to a Casual Employee, and allowances.

“Continuous Service” means service under an unbroken contract of employment subject to the following:

An interruption in the service of an Employee normally does not count as service and will break continuity of service.

The following periods count as Continuous Service and do not break service:

- (i) personal leave with pay; or
- (ii) all absences on workers' compensation leave; or

- (iii) Approved personal leave without pay not exceeding 13 weeks.

The following periods do not break service but do not count for the purpose of calculating entitlements:

- (i) long service leave and any period of student vacation within that period of long service leave; or
- (ii) Remote Teaching Service Leave and any period of student vacation within that period; or
- (iii) student vacation for which the Employee is not entitled to payment; or
- (iv) up to six months during which the services of a fixed-term contract Employee are not required; or
- (v) any period exceeding two weeks during which the officer is absent on Approved leave without pay or unpaid parental leave.

“De Facto Relationship” means, for all purposes in this Agreement, a relationship (other than a legal marriage) between two persons who live together in a marriage-like relationship and includes same sex Partners.

“De Facto Partner” means a person who lives in a De Facto Relationship with the first person.

“Department” means the Department of Education.

“Dependant” means a Partner, child/children or other dependent Family member who resides with the Employee and who relies on the Employee for support.

“Director General” means the Chief Executive Officer as defined in section 4 of the *School Education Act 1999* and section 3 of the *Public Sector Management Act 1994*.

“Employee” means any person employed in a classification contained within Schedule A – Salaries of this Agreement and includes full-time, part-time, casual, permanent and fixed-term contract Employees.

“Employer” means the Director General of the Department of Education.

“EREC” means the Employee Relations Executive Committee.

“EREC-ICG” means the Employee Relations Executive Committee – Industrial Coordination Group.

“Family” means the definition contained in the *Equal Opportunity Act 1984* for “relative”. That is, a person who is related to the Employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the Employee.

“Four-Year-Trained Teacher” means a Teacher who has successfully completed an academic qualification requiring a sequence of the equivalent of four years of full time, post-matriculation Tertiary Education which incorporates an approved course of initial Teacher training, or obtained other qualifications approved as of equivalent standard.

“Five-Year-Trained Teacher” means a Teacher who has successfully completed an academic qualification requiring a sequence of the equivalent of five years of full time, post-matriculation Tertiary Education which incorporates an approved course of initial Teacher training, or obtained other qualifications approved as of equivalent standard.

“FTE” means full time equivalent.

“Graduate” means a Teacher as defined in this Agreement and who is in the first two years of teaching.

“Internal Relief” means the taking of a relief class by a Teacher employed as part of the normal staffing establishment of a school.

“Normal School Day or Normal Operating Hours” means the normal duration of the school day based on the start and finish times as determined by the principal (as the delegate of the Employer) – the minimum daily attendance requirement for a full-time Employee is five hours and thirty-five minutes unless otherwise agreed by the principal.

“Parties” means the Director General of the Department of Education and The State School Teachers’ Union of WA (Incorporated).

“Partner” means a person who is a spouse or De Facto Partner of an Employee covered by this Agreement.

“Primary Care Giver” is the Employee who will assume the principal role for the care and attention of newborn/newborns and/or adopted child/children. The Employer may require confirmation of Primary Care Giver status.

“Primary” when used in conjunction with a “school” or a “principal” in this Agreement relates to, but is not limited to, the delivery of the “primary programme” as defined in the *School Education Regulations 2000*.

“Redeployment Period” means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.

“Regional Office” means a metropolitan or country office of the Department that has responsibilities including the provision of support, advice, consultancy and specialist services to schools and their communities within the specified regions.

“Registered Employee” means a registered employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.

“Registrable Employee” means a registrable employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.

“School Administrator” means a person holding a position of School Administrator as prescribed in the Act.

“School Psychologist” means a person holding a position of school psychologist as prescribed in the *School Education Regulations 2000*.

“Secondary” when used in conjunction with a “school” or a “principal” in this Agreement relates to, but is not limited by, the delivery of the “secondary programme” as defined in the *School Education Regulations 2000*.

“Teacher” means a person as defined in the Act, and unless otherwise specified in this Agreement, the term is used to include the classifications identified in clause 15 – Teacher Career/Classification Structure of the Award.

“Tertiary Education” means undertaking a course at an approved education institution for which the prerequisite is the completion of a successful Year 12 of schooling or its approved equivalent.

“Union” means The State School Teachers’ Union of W.A. (Incorporated) (SSTUWA).

“Untrained Teacher” means a person who does not have a Teacher training qualification as determined by the Employer.

“WHS Act” means the *Work Health and Safety Act 2020*.

8. NO FURTHER CLAIMS

- 8.1 For the term of this Agreement there will be no further claims on matters contained within the Agreement, except where specifically provided.

PART 2 TEACHERS

9. TEACHERS – FUNCTIONS AND RESPONSIBILITIES

This clause is to be read in conjunction with Part 3 – Teachers of the Award.

- 9.1. The functions of a Teacher are contained in section 64 of the Act.
- 9.2.
- (a) Each Teacher's workload is negotiated at the school level within parameters provided in the Act.
 - (b) No Teacher will be required to perform an unreasonable or excessive workload during the school year.
- 9.3.
- (a) The principal can require Teachers to attend whole of staff meetings outside student instruction time totalling five hours per term. These meetings will be used for collaborative purposes to improve the school's performance. Whole of staff meetings may include meetings of groups of Teachers working in phases of learning or learning areas.
 - (b) The agenda, venue, frequency and timing of scheduled meetings convened under this clause will be determined in full and proper consultation with staff. Equity considerations such as Family responsibilities, professional and personal development commitments and the flexible hours arrangements will be considered in the decision making process.
 - (c) The responsibility to ensure whole of staff meetings occur rests with the principal.
 - (d) Staff who cannot attend a scheduled whole of staff meeting will be provided with access to agendas, minutes and tabled documents.
- 9.4.
- (a) A part-time Teacher cannot be required to attend a staff meeting or School Development Day on a day the Teacher would not ordinarily work. Where the principal requests a part-time Teacher to attend on a day the Teacher would not ordinarily work, and the Teacher agrees, the Teacher will be paid for the time they are required to attend.
 - (b) Of the two school development days at the commencement of each school year, half of one day is reserved for work-related matters at the professional discretion of the Employee. The timing of the half day block will be determined by the principal.
 - (c) Of the remaining school development days one school development day will be directly focused on curriculum support.
- 9.5.
- (a) Teachers are required to conduct up to two formal interviews/meetings with parent/carers outside the Normal School Day or Normal Operating Hours each year to discuss students' progress.
 - (b) The agenda, venue and timing of these meetings will be determined in full and proper consultation with staff. The final responsibility to ensure meetings occur rests with the principal.
- 9.6. Payment or time off in lieu (TOIL) may be considered for agreed work undertaken outside of official student instruction time for such activities as:
- (a) school camps, music and drama festivals and performances; and
 - (b) parent interviews in excess of those specified in clause 9.5(a).
 - (c) TOIL can be considered for teachers who are required to complete assessments for:
 - (i) child protection; or
 - (ii) external psychologists; or
 - (iii) medical reasons.

- (d) TOIL can be considered for teachers who are required to collect the same data:
- (i) for multiple reasons or
 - (ii) from multiple sources within the same learning areas of student achievement.

- 9.7. The Employer recognises that some Employees are required to travel to undertake their normal teaching duties. The Employer will explore time off in lieu arrangements or the payment of an allowance to compensate Employees for travelling time undertaken outside normal working hours.
- 9.8. The Department will continue to fund low cost access to laptop computers for Teachers for personal and work use.

10. TEACHERS – FACE TO FACE TEACHING

- 10.1. For the purpose of Internal Relief, nothing in clause 13 – Teachers - Face to Face Teaching of the Award prevents a Teacher from agreeing to teach hours that exceed the weekly maximum.

11. TEACHERS – DUTIES OTHER THAN TEACHING (DOTT) TIME

- 11.1. When a Teacher chooses to exercise the option provided for in clause 10 – Teachers - Face To Face Teaching of this Agreement, the weekly allocation of DOTT will decrease corresponding to the face to face teaching in excess of the weekly maximum specified in clause 14 – Teachers - Duties Other Than Teaching (DOTT) Time of the Award.
- 11.2. Principals will ensure that the priority use of DOTT time is for Teachers to focus on teaching, learning and assessment. Activities undertaken during DOTT time may include, but are not limited to:
- (a) preparing materials;
 - (b) planning lessons;
 - (c) finding resources;
 - (d) professional reading;
 - (e) setting up for lessons;
 - (f) record keeping/report writing;
 - (g) supervising students in a non-classroom environment such as sports carnivals and excursions.
- 11.3. Without limiting clause 11.2 the Parties support collaborative DOTT sessions for the purposes of sharing expertise, workloads or planning where these are Teacher led and directed. The timing and frequency of such sessions must not conflict with the priority use of DOTT as provided for at clause 11.2.
- 11.4. Decisions on the use of DOTT time should not unreasonably impinge upon the capacity of Teachers to focus on teaching, learning and assessment. For example, DOTT time should not be regularly timetabled to conflict with regularly scheduled school activities such as assemblies.

12. CLASS SIZES

- 12.1. It is recognised class sizes have implications on Teacher workloads and schools will prioritise class sizes in school planning and staff deployment.
- 12.2. Schools are to plan not to exceed class sizes as per Table A – General Class Sizes, but, where it can be achieved within available school resources, schools are to attempt to reduce class sizes in line with Table B – Notional Class Size Target.

YEAR	Table A General class sizes	Table B Notional class size target
K	20	20
P	25 (non purpose built centres)	23 (non purpose built centres)
P	27 (purpose built centres)	25 (purpose built centres)
K/P	20 – 27**	20 – 25**
K/P/1	20 at any one time	20 at any one time
1-3	24 [∞]	24 [∞]
4-6	32	30
Mixed Years (Applies to Yr 4-6)	31	29
7-10	32	29
11-12	25	25
Practical #	16 - 22	16 - 22

** It is recommended that in a K/P 20 – 27 class, there are no more than 20 students in a class at any one time.

∞ It is recommended that in a 3/4 class, there are no more than 23 students in a class at any one time.

- 12.3 (a) A practical class is one where issues of safety and workspace are critical to meeting duty of care and is determined by the principal.
- (b) Notwithstanding clause 12.3 (a), Secondary outdoor education, home economics, and design and technology classes (woodwork, metalwork and automotive classes) are designated to be practical classes.
- 12.4. Schools will seek to keep class sizes at or below those in Table A. It is recognised, however, that school and student needs may require variation from these class sizes, provided that:
- (a) The principal, in consultation with the Teacher/s affected, considers the provision of additional support to ensure workloads are distributed as equitably as possible;
- (b) A Teacher requested to accept a class size greater than those referred to in Table A can utilise the grievance procedures if they feel aggrieved by any proposed variation; and
- (c) Implementation of (a) and (b) is to be within available physical and human resources.

- 12.5. When planning class sizes, each school must manage its class sizes within its own school-based resources.
- 12.6. Where schools have been able to form class sizes consistently lower than the sizes identified in clause 12.2 these schools will attempt to maintain, during the life of the Agreement, the reduced levels by continuing to apply available school resources to that effect.
- 12.7. The annual audit report on class sizes will be provided to EREC for information and consideration.

13. GRADUATE TEACHERS

13.1. Graduate Teacher Allowance

- (a) Full time Graduate Teachers in their first two years of employment will receive an allowance of \$1,600 per annum. Graduate Teachers who are employed less than full time will receive a pro rata Graduate Teacher Allowance.
- (b) The annual Graduate Teacher Allowance is paid according to the term of employment. Payment of the Graduate Teacher Allowance will be made as soon as practicable after commencement of employment.

13.2 The Graduate Teacher Induction Program has three components:

- (a) Graduate Teacher Release Time
 - i. In the first year of teaching, additional non-contact time of 0.05 FTE per week will be provided to each Graduate Teacher.
 - ii. While it is expected that this time allocation is available to Graduates on a regular basis, it can be accumulated over no more than a term to accommodate different contexts and needs.
 - iii. The release time can be used for purposes in accordance with clause 14 – Teachers - Duties Other Than Teaching (DOTT) time of the Award and to provide release for participation in professional learning activities.
- (b) Graduate Teacher Professional Learning Program
 - i. Over the first two years of teaching, Graduate Teachers are required to participate in a structured Graduate professional learning program facilitated by the Statewide Services Centre.
 - ii. Part time Graduate Teachers have access to the program and may complete it over a longer timeframe.
 - iii. An additional two days Teacher relief each year is available to schools to support the participation of each Graduate in the program.
 - iv. In-class coaching will be offered to Graduate Teachers through the Graduate Teacher Professional Program. Graduate Teachers who elect to participate can use their graduate release time entitlement for this purpose.
 - v. The Department commits to working with the SSTUWA to identify opportunities to strengthen and enhance the graduate program. The Department will continue to provide comprehensive educational programs to assist Graduate Teachers to support student academic achievement and wellbeing.
- (c) Graduate Teacher Support
 - i. In the first year of teaching, each Graduate Teacher is provided with regular in-class and mentor support. This is provided by Employees, trained in mentoring, instructional practice and classroom management.
 - ii. A range of models for collegial support will be developed by the Statewide Services Centre in consultation with the Union, regions and schools, to accommodate different contexts and needs.

iii. The minimum resource allocation is 1 FTE per 30 Graduate Teachers.

13.3 Graduate Teacher Travel and Accommodation

- (a) Schools receive through the School Allocation Module a cash allocation for Graduate Teachers to travel for attendance at Graduate modules in their first year of teaching.
- (b) The Travel contingency cash allocation to schools in a Graduate Teacher's first year of teaching is based on the school's location.
 - i. Metropolitan schools receive \$115.91 for each Graduate Teacher.
 - ii. Regional schools receive an amount based on isolation and the distance from Perth.
- (c) Graduate Teachers should apply at the school level for reimbursement or payment.
- (d) The Department will provide the Union with a list of schools and their notional travel contingency cash allocation at the EREC meeting closest to the end of Term 1 each year.

13.4 Graduate Teacher Resources

- (a) Schools will receive a cash allocation through the School Allocation Module to support Graduate Teacher acquisition of curriculum materials.
- (b) The \$150 cash allocation is for Primary and Secondary Graduate Teachers.
- (c) Graduate Teachers should apply at the school level for reimbursement or payment.

14. SENIOR TEACHERS

- 14.1 The Parties acknowledge that there is a need to retain competent experienced Teachers in duties directly associated with classroom teaching and learning and to reward the excellent work and professionalism of experienced classroom Teachers who do not wish to move into an administrative role.
- 14.2 A Teacher may progress to Senior Teacher effective from the first pay period on or after the date on which the Teacher notifies the Department of satisfactory completion of the criteria as prescribed in clause 14.4. Progression will not occur any earlier than the date of notification to the Department.
- 14.3 Senior Teachers are required to perform duties in addition to those identified in clause 12 – Teachers – Duties, Responsibilities and Attendance Hours of the Award and clause 9 - Teachers – Functions and Responsibilities of this Agreement, such as the following:
 - (a) providing mentoring, supervision, professional support, counselling and guidance for Teachers (including student Teachers and Graduate Teachers), about classroom performance, curriculum implementation and resource development;
 - (b) developing pedagogy and contributing to curriculum development;
 - (c) effectively contributing to the leadership of school development planning and identifying priorities, and to formal school decision-making processes; and
 - (d) other duties as required by the principal.

Allocation of additional duties will be negotiated with the principal and/or administration team and take into consideration workload implications.

14.4 Criteria for Progression to Senior Teacher Classification.

- (a) To progress to Senior Teacher classification, Teachers must:
 - i. complete a minimum of twelve months service performing duties directly associated with classroom teaching and learning at the top increment of automatic progression on the Teacher salary scale; and
 - ii. undertake relevant professional development as agreed between the Parties; or one unit of relevant study at a university or TAFE college or agreed professional learning.
- (b) Professional development will be available within and outside school hours.
- (c) Teachers may make application to commence required professional learning within two years prior to reaching the top increment of the automatic progression salary scale.

15. LEVEL 3 CLASSROOM TEACHERS

15.1 The purpose of the Level 3 Classroom Teacher career structure is to support the retention of exemplary Teachers in the classroom. It is strategic in giving status and recognition to the commitment of Teachers in the development of their colleagues and school communities, as well as their own ongoing professional development.

15.2 Application for Level 3 Classroom Teacher status is open to permanent or fixed-term Teachers. Applicants must be Employees of the Department at the time of lodging the application.

15.3 Banking of Competencies

- (a) Level 3 Classroom Teacher status is achieved when an applicant reaches the required standard in the Level 3 Classroom Teacher application process.
- (b) Five Portfolio Competencies Achieved Standard

The applicant may choose to engage in the second stage of the process in the year in which the successful portfolio was submitted, or during the following two years.

- (c) Three or Four Portfolio Competencies Achieved Standard
 - i. An applicant achieving the required standard in three or four competencies in the portfolio may bank those competencies for a maximum period of three years from the date of Departmental notification of success.
 - ii. The applicant may resubmit the unsuccessful competencies in either or both of the following years.
 - iii. If these competencies reach the required standard the applicant may undertake the second stage process.
 - iv. An applicant can use the successfully completed portfolio to enable participation in up to two second phase processes.

15.4 The primary role of the Level 3 Classroom Teacher is of an instructional nature, modelling high standards of teaching in the classroom and continually improving professional teaching practice. The role of the Level 3 Classroom Teacher is to be negotiated at the school level with the principal or line manager and is to be consistent with the Level 3 Classroom Teacher Information and Guidelines.

15.5 Progression from salary increment level 3.1 to 3.2 as set out in Table 10 of Schedule A - Salaries of this Agreement is automatic, subject to satisfactory service of a minimum of 12 months at level 3.1.

15.6 Where a Level 3 Classroom Teacher has been remunerated for a minimum of twelve months at level 3.2 and is promoted to a Level 3 School Administrator position or acts in a Level 3 School Administrator position, they will commence at the Level 3 School Administrator increment immediately above their current salary.

- 15.7 The Parties agree to an ongoing process of consultation regarding the Level 3 Classroom Teacher information, guidelines and assessment process.

16. TEACHERS OF ABORIGINAL LANGUAGES

- 16.1 The Department recognises the need to build culturally responsive schools and create learning environments that respect the cultures, languages and experiences of Aboriginal people.

16.2 Teachers of Aboriginal Languages Positions

- (a) The Teachers of Aboriginal Languages role is a specialised role requiring specific language skills.
- (b) The Department's preferred position is that Teachers of Aboriginal Languages vacancies are filled by a person with a teaching qualification however, untrained teachers with appropriate language skills can be employed in the position.
- (c) Subject to clause 16.2 (b) Teachers of Aboriginal Languages should be employed on a permanent basis subject to clause 7 – Permanency and Tenure and clause 8 – Probation of the Award.

16.3 Appropriate Pay Scale

- (a) A qualified Teacher of Aboriginal Languages will start at level 2.1 to 2.9 depending on their qualifications and experience.
- (b) A Teacher of Aboriginal Languages (Untrained) who has not completed the Department endorsed Aboriginal Language Teacher Training will start at level 1.2 of the Untrained Teacher Scale and progress through annual increments to level 1.8.
- (c) A Teacher of Aboriginal Languages (Untrained) who has completed the Department endorsed Aboriginal Language Teacher Training will start at level 1.6 and progress through annual increments to level 1.8.

16.4 Access to Entitlements

- (a) Teachers of Aboriginal Languages (including Teachers of Aboriginal Languages Untrained) will have access to the same conditions as other teachers and administrators including access to entitlements contained in clause 13 – Graduate Teachers and Part 9 – Country Metropolitan Teaching Programs and Part 10 – Remote Teaching Service.

PART 3 SCHOOL ADMINISTRATORS

17. ADMINISTRATORS

- 17.1 (a) Notwithstanding clause 8 – No Further Claims of this Agreement, the Parties commit to continue the current review of the classification structure of principals and deputy principals.
- (b) The process prescribed in clause 17.1(a) of this Agreement reflects the provision provided for in clause 8– No Further Claims of this Agreement.

- 17.2 During this period the Parties agree to:
- (a) review the impact of new initiatives and systemic changes on the duties;
 - (b) consider any further proposed changes to the duties, responsibilities and workload of school leaders including as a consequence of national education initiatives;
 - (c) examine and review the current application of the classification structure for principals and deputy principals; and
 - (d) discuss other matters as agreed between the Parties.
- 17.3 Each Head of Department (HOD), Head of Learning Area (HOLA), Level 3 Deputy Principal (Primary) or Program Coordinator is entitled to a minimum of 0.3 FTE per week for undertaking administrative duties.
- 17.4 Each Secondary school will be resourced to provide 90 minutes per week clerical support per HOD, HOLA or Program Coordinator. This is to be distributed by the principal in consultation with the HOD, HOLA or Program Coordinator at the school.
- 17.5 Laptop remote access is available to School Administrators where suitable facilities exist at home.
- 17.6 The Department will continue to fund low-cost access for administrators to laptop computers for personal and work use.
- 17.7 No School Administrator will be required to perform an unreasonable or excessive workload during the school year.
- 17.8 Compensatory Leave for Principals
- (a) The intention of compensatory leave for principals is to provide recognition of work required to be undertaken outside of normal school hours to manage catastrophic emergencies and events.
 - (b) Compensatory leave for principals is not for circumstances normally met by other forms of leave.
 - (c) Compensatory leave for principals is not approved for work done on tasks that are normally completed by others.
 - (d) The Department will credit Directors of Education with 320 days of compensatory leave across all regions for Principals over two years.
 - (e) Compensatory leave for principals can be approved for part of a day.
- 17.9 Application for Compensatory Leave for Principals
- (a) Reasonable and legitimate requests in accordance with 17.8 for leave in recognition of work required to be done by principals outside of usual working hours will be made to the Director of Education as soon as practicable who may grant compensatory leave for Principals to be taken at a mutually convenient time.
- 17.10 Principals in regional areas who attend centrally funded professional development programs are entitled to the cost of travel and accommodation in accordance with relevant clauses in Part 11 – Associated Allowances of the Award.

PART 4 SCHOOL PSYCHOLOGISTS, SENIOR SCHOOL PSYCHOLOGISTS AND LEAD SCHOOL PSYCHOLOGISTS

18. SCHOOL PSYCHOLOGISTS, SENIOR SCHOOL PSYCHOLOGISTS AND LEAD SCHOOL PSYCHOLOGISTS

- 18.1 The provisions contained within this part apply only to persons employed as a School Psychologist, senior School Psychologist, and lead School Psychologist.
- 18.2 Where a provision in this part is inconsistent with any other provision contained within this Agreement, the provisions of this part will apply.
- 18.3 Within the context of a changing environment and addressing more complex student needs, the Employer will continue to examine practices with a view to determining the resourcing for the provision of student services.
- 18.4 School Psychologists
- (a) The Parties acknowledge there is a need to retain experienced and competent School Psychologists in duties directly associated with quality school psychology practice. To achieve this, a School Psychologist career structure has been introduced to enhance career opportunities for School Psychologists which recognises their professionalism.
 - (b) School Psychologists, Level 1 will progress to School Psychologist, Level 2 subject to general registration status with the Psychology Board of Australia.
 - (c) The Employer will ensure that appropriate level of supervision is made available to School Psychologists to assist them in meeting the requirements for general registration.
- 18.5 Senior School Psychologists
- (a) A Senior School Psychologist classification has been introduced to enhance career opportunities for School Psychologists and to recognise their professionalism.
 - (b) Progression from Senior School Psychologist Level 1 to Senior School Psychologist Level 2 will be by annual progression and subject to satisfactory performance.
 - (c) Senior School Psychologists are required to perform duties and responsibilities including:
 - i. an effective contribution to the leadership of developing, implementing and evaluating relevant areas of school psychology practice;
 - ii. an effective contribution to leadership of school psychology in the region and/or schools including identification, development, planning and implementation of priorities and formal decision making processes;
 - iii. overseeing the implementation and management of specialist programs or policies;
 - iv. supervision of provisionally registered psychologists, mentoring, peer support, providing consultation to other School Psychologists regarding effective practice; psychological support for schools and resource development; and
 - v. other duties as identified by the Employer which arise out of the priorities identified by the Department.

Allocation of duties will be negotiated with the line manager and take into consideration workload implications.

- (d) Criteria for Progression to Senior School Psychologist

To progress to the Senior School Psychologist classification, School Psychologists must:

- i. reach level 2.6 of the salary scale before application; and

- ii. demonstrate competency at Phase 2 of the Competency Framework for School Psychologists.

18.6 Advanced Skills School Psychologist Status and Lead School Psychologist

- (a) The Advanced Skills School Psychologist status has been developed to recognise School Psychologists who demonstrate exemplary practice against Phase 3 of the Competency Framework for School Psychologists.
- (b) The Advanced Skills School Psychology status is essential for permanent appointment as a Lead School Psychologist.
- (c) School Psychologists who are appointed to a position of Lead School Psychologist will be required to deliver outcomes in accordance with the Advanced Skills School Psychologist guidelines.
- (d) The salary rate for Lead School Psychologist as contained in Schedule A – Salaries of this Agreement is only applicable when a School Psychologist is appointed to a position of Lead School Psychologist.

18.7 Flexible working hours of School Psychologists will continue to apply in accordance with the following guiding principles:

- (a) an improved service to schools and Teachers in the delivery of support and professional development occurs;
- (b) the requirement for out of hours work by a School Psychologist is the direct result of a request by Teachers or a school for support or professional development or other reasonable requirements of the Employer to participate in professional development activities;
- (c) time worked out of hours is to include the support of schools, liaison with schools, presentation of professional development and any travel which may directly occur as a result of these activities;
- (d) a consultative process between the School Psychologist, his or her direct line manager and the group requiring out of hours support or professional development has occurred;
- (e) all time worked out of hours will be acknowledged in a time off in lieu arrangement on a one for one basis;
- (f) issues such as duty of care, health, safety and welfare, equity and other legislative requirements have been allowed for;
- (g) the workload, career aspirations and family circumstances of the School Psychologist have been allowed for;
- (h) the individual circumstances of the School Psychologist have been fairly and reasonably considered;
- (i) the distribution of hours is equitable with no School Psychologist being required to work more than 10 days in a 14-day period; and
- (j) specifically excluded from these arrangements are double shifts. Split shifts are also excluded unless agreed to by the individual School Psychologist, the consultative process outlined above has occurred, and an appropriate allowance determined and paid.

18.8 Laptops

School Psychologists are entitled to enter the notebooks program under the same terms and conditions as Teachers and School Administrators.

18.9 School Psychologists Christmas/New Year Closedown

- (a) The Employer may observe a closedown over the Christmas/New Year period for School Psychologists.
- (b) The dates/duration of the closedown will be at the discretion of the Employer, but will not exceed five (5) working days.
- (c) The Employer will as soon as possible in each calendar year, but not later than 30 June, advise School Psychologists of the dates of the closedown and the number of working days involved.
- (d) School Psychologists may access any accrued time off in lieu to cover the closedown period.
- (e) In the absence of sufficient banked hours, the following types of paid leave will be used to cover the Christmas closedown:
 - i. annual leave; or
 - ii. accrued long service leave.
- (f) The days/hours may only be accrued up to the maximum of the number of hours necessary to cover the period of the closedown.
- (g) At the discretion of the Employer the following School Psychologists may be granted either leave without pay or annual leave in advance to cover the amount of leave required for the closedown:
 - i. Employees engaged during the calendar year immediately preceding the closedown who have not accrued sufficient banked hours to cover the period of the closedown; or
 - ii. Employees who have not accrued sufficient banked hours to cover the period of the closedown and have exhausted their paid leave credits.
- (h) School Psychologists who have gone into debit to cover the period of the closedown and whose employment is terminated prior to accrual of sufficient hours to cover the debit, will be required to refund an amount equivalent to the balance of hours outstanding on termination.
- (i) School Psychologists who have accrued hours for the purposes of a closedown and subsequently resign, transfer to another agency or otherwise have their employment terminated without being afforded the opportunity to clear their credit and banked hours, will be paid for those unused hours that relate only to the closedown.

PART 5 FLEXIBLE DELIVERY OF EDUCATION PROGRAMS

19. FLEXIBLE OPERATION OF SECONDARY SCHOOLS

19.1 Preamble

To meet the needs of Secondary school students, the Parties acknowledge the need to provide flexibility in the delivery of education programs.

19.2 Existing Arrangements

Arrangements made pursuant to the *School Education Act Employees' (Teachers and Administrators) General Agreement 2006* that are currently in operation at Secondary schools can continue to apply. The existing arrangements in place for the 2022 school year will, for the purposes of this clause, constitute the Normal School Day or Normal Operating Hours.

19.3 Flexible Operation of Schools

It is agreed flexibility in the delivery of education programs will require the operation of some schools and the provision of some classes to be outside the existing Normal School Day. The flexibility in the delivery of education programs will be subject to the following:

- (a) the span of operation of a school is between the hours of 7.00 am – 6.00 pm on Monday to Friday;
- (b) notwithstanding the provisions of clause 19.3(a) the span of operation of the senior colleges and campuses named in Schedule H of this Agreement is between 7.00am and 9.00pm.
- (c) the maximum teaching hours and duties other than teaching (DOTT) time provided in clause 13 – Teachers - Face to Face Teaching and clause 14 – Teachers - Duties Other Than Teaching (DOTT) Time respectively of the Award continue to apply and must be worked as a continuous period inclusive of lunch and other breaks;
- (d) Teachers cannot be required to work outside the Normal School Day without their agreement;
- (e) prior to the implementation of any flexibility in the delivery of education programs by a school, that school must identify its current Normal School Day (or normal operating hours); and
- (f) ordinary conditions of employment of Teachers delivering those education programs will be maintained.

19.4 Transition to Flexible Delivery of Education Programs

- (a) System Wide Consultation
 - i. The Employer will notify and consult with the Union about system-wide changes proposed for the implementation of flexible delivery of education programs consistent with clause 61 – Notification of Change of the Award.
 - ii. The Employer, in consultation with the Union, will develop guidelines to assist schools in implementing flexible delivery of education programs. Guidelines will need to include reference to matters that schools must take into consideration when planning for and implementing the flexible delivery arrangements, e.g. relevant Departmental policies, this Agreement, the Award and legislation including the *Equal Employment Opportunity Act 1984* and the WSH Act or its replacement.
 - iii. Where Employees involved in the flexible delivery of education programs are required to travel between schools, provision must be made in relation to the time and costs associated with that travel.
- (b) Consultation with Affected Schools and Employees

Transition to flexibility in the delivery of education programs must involve consultation and planning with affected schools and Employees; and be consistent with the guidelines.

19.5 Individual Grievances

Employees aggrieved by the implementation of flexible delivery of education programs may lodge a grievance pursuant to clause 50 - Grievance Resolution Procedure of this Agreement.

19.6 System Wide Disputes

Any disputes arising from the application of this clause will be dealt with by EREC – ICG and if not resolved, either party may refer the matter to the Western Australian Industrial Relations Commission.

19.7 Monitoring Implementation of the Flexible Delivery Arrangements

The Employer will monitor and review the implementation by schools of the flexible delivery arrangements and will consult with the Union through EREC about the impact and effectiveness of its implementation.

20. CANNING COLLEGE

- 20.1 The provisions contained within this clause apply only to persons employed at Canning College.
- 20.2 Where a provision in this clause is inconsistent with any other provision contained within this Agreement, the provisions of this clause will apply.
- 20.3 Clause 10 – Casual Employment, clauses (1)(d) to (f) of the Award do not apply to Canning College.
- 20.4 The following conditions apply to all teaching staff employed at Canning College.
- (a) Minimum attendance hours for all full time teaching staff are 30 hours per week on site to be undertaken over a maximum of 40 weeks each year. The 30 hours per week consists of 23 hours for face to face teaching time and seven hours for DOTT time.
 - (b) For part-time Employees, the face to face teaching hours and DOTT in clause 20.4(a) are allocated on a pro rata basis.
 - (c) Face to Face Teaching – Permanent and Fixed Term Contract Employees
 - i. Teachers are required to undertake up to 23 hours per week.
 - ii. Level 3 School Administrators / Heads of Department are required to undertake up to 18 hours per week.
 - iii. Deputy principals are required to undertake up to 10 hours per week.
 - (d) DOTT– Permanent and Fixed Term Contract Employees
 - i. Unless otherwise Approved by the principal, DOTT is to be undertaken between 8.00 am and 6.00 pm.
 - ii. DOTT may be undertaken over recess or meal breaks except where the Teacher has teaching commitments both sides of the break.
 - iii. DOTT must be shown on each Teacher’s timetable. This may be varied by the principal on single occasions, in consultation with the Head of Department, in order to meet the needs of Canning College.
 - iv. When relief teaching duties have been undertaken in an Employee’s timetabled DOTT time, those DOTT commitments are still required to be fulfilled.
 - (e) Where a permanent or fixed-term contract Employee is required to work in excess of the minimum attendance hours, the additional hours worked will be paid in accordance with Table 20 of Schedule A – Salaries of this Agreement.
- 20.5
- (a) A casual is a person employed for less than 0.4 FTE or less than one term.
 - (b) Casual Employees are paid an hourly rate in accordance with the rates in Table 20 of Schedule A – Salaries of this Agreement. These rates include a 20% loading in lieu of leave, other than leave that is expressly stated as applying to a Casual Employee and allowances provided for under the provisions of this Agreement.

21. TEACHER FLYING SQUAD

- 21.1. The provisions contained within this clause apply only to persons employed in the Teacher Flying Squad.
- 21.2. Where a provision in this clause is inconsistent with any other provision contained within this Agreement, the provisions of this clause will apply.
- 21.3. Members of the Teacher Flying Squad are to be paid the appropriate rates set out in Schedule A – Salaries of this Agreement.
- 21.4. (a) Teachers employed as Teacher Flying Squad members are required to provide relief in locations throughout Western Australia.
- (b) The Teacher Flying Squad consists of two categories:
- i. Category 1 – Teachers fill vacancies at locations for an indefinite duration; or
 - ii. Category 2 – Teachers fill vacancies at locations for short-term duration.
- 21.5. Category 1 Teacher Flying Squad members:
- (a) are appointed as permanent subject to the completion of their probationary period and two years Continuous Service as a member of the Flying Squad; and
 - (b) will undertake Teacher relief duties at an agreed local school/town in the event the Department does not require the Teacher to teach at an alternate location. A Teacher's circumstances will be taken into consideration in determining a suitable country placement.
- 21.6. Category 1 Allowances
- (a) Teacher Flying Squad members are entitled to a dislocation allowance to the value of \$16,500 per annum to be paid fortnightly.
 - (b) The dislocation allowance provided at clause 21.6(a) is paid in lieu of any other allowance provided to Teachers on the basis of the location of the school.
- 21.7. Category 2 Allowances
- Category 2 Teacher Flying Squad members are entitled to payment of the locality and/or school specific allowances applicable to teaching staff at the school where they are relieving on a pro rata basis.
- 21.8. Travel and Accommodation
- (a)
 - i. Where the undertaking of relief requires an overnight stay, Teacher Flying Squad members are entitled to accommodation in the relief location free of charge.
 - ii. Teacher Flying Squad members are entitled to free travel to and from the relief location.
 - (b) The Employee providing accommodation to a Teacher Flying Squad member is paid a daily allowance of \$45 for the period the Teacher Flying Squad member is in residence.

22. SPECIALLY ORGANISED CLASS TEACHERS

- 22.1. The provisions contained within this clause apply only to persons employed as Specially Organised Class Teachers (SOC Teacher).
- 22.2. Where a provision in this clause is inconsistent with any other provision contained within this Agreement, the provisions of this clause will apply.

- 22.3 A SOC Teacher supports student learning outcomes in specified areas of curriculum where the curriculum requires specialised expertise, knowledge and experience beyond that held by classroom Teachers.
- 22.4 SOC Teachers are engaged only on a casual basis and are paid by the hour for each hour worked.
- 22.5 Notwithstanding clause 10 – Casual Employment of the Award and the definition of casual in clause 7 – Definitions of this Agreement, SOC Teachers can be employed for a minimum engagement period of one hour.

PART 6 SALARIES AND ASSOCIATED ALLOWANCES

23. SALARIES

- 23.1. The salaries and pay rates for Employees are contained in Schedule A – Salaries of this Agreement.
- 23.2. Casual rates of pay are calculated in accordance with the formula prescribed in clause 23 – Payment of Salaries, subclause (5) of the Award.

24. BAND AND SPECIAL RESPONSIBILITY ALLOWANCES

- 24.1. Employees are entitled to special responsibility allowances while carrying out the specified duties as set out in Schedule B - Band and Special Responsibility Allowances of this Agreement or in the undertaking of other additional duties as determined by the school.
- 24.2. Employees are only entitled to receive one special responsibility allowance with the exception of Teachers employed in education support schools, centres and in Department endorsed education support programs, in receipt of a Band 2 special responsibility allowance, who may receive an additional special responsibility allowance.
- 24.3. The responsibility for school bus services is vested in the principal but can be delegated to a deputy principal who will be entitled to payment of the allowance in lieu of the principal.
- 24.4. The provisions of this clause do not apply to Employees in the Remote Teaching Service.

25. INTERNAL RELIEF

- 25.1. If a permanent or fixed-term contract Employee is required to undertake Internal Relief face to face teaching duties in excess of the weekly maximum identified in clause 13 – Teachers - Face to Face Teaching of the Award, the applicable rates of pay in Schedule A – Salaries of this Agreement will apply.
- 25.2. The Internal Relief rates are an additional payment to compensate for a corresponding decrease in the weekly allocation of DOTT time as provided for in clause 14 – Teachers - Duties Other Than Teaching (DOTT) Time of the Award.
- 25.3. Internal Relief rates are calculated in accordance with the formula prescribed in clause 23 – Payment of Salaries, subclause (5) of the Award.
- 25.4. Principals should consider the workload of Graduate Teachers prior to considering Graduate Teachers undertaking internal relief. The use of Graduate Teachers for internal relief should be by agreement with the Graduate Teacher.

26. DEFERRED SALARY SCHEME

- 26.1. With the written agreement of the Employer, an Employee may elect to receive, over a four year period, 80% of the Base Salary they would otherwise be entitled to receive in accordance with this Agreement.
- 26.2. The Employer will assess each application for the deferred salary scheme on its merits and give consideration to the personal circumstances of the Employee seeking leave.
- 26.3. On completion of the fourth year an Employee is entitled to twelve months leave and will receive an amount equal to 80% of the Base Salary they were otherwise entitled to in the fourth year of deferment or an amount equal to that forgone as Base Salary in the past four years, whichever is the greater.
- (a) Up until the end of the fourth year, Employee participation in the arrangement can be temporarily suspended and deferred for a maximum of six months by agreement between the Employee and the Employer. In circumstances where the commencement date of the fifth year is not deferred by the same amount of time, the percentage of the salary paid in the fifth year of the arrangement will be proportionally reduced.
 - (b) The commencement of the fifth year of the arrangement may, by agreement of the Employee and Employer, be deferred for a maximum of six months.
 - (c) Employees participating in the arrangement who are granted parental leave may by agreement with the Employer temporarily suspend and defer the arrangement for a maximum of twelve months.
- 26.4. During periods of deferment, Employees are to be paid 100% of the applicable Base Salary.
- 26.5. Where an Employee completes four years of deferred salary and is not required to attend duty in the following year, the period of non-attendance does not constitute a break in service and counts as service on a pro rata basis for all purposes.
- 26.6. An Employee may withdraw from the arrangement prior to completing a four year period by written notice. The Employee will receive payment of salary forgone to that time but will not be entitled to equivalent absence from duty.
- 26.7. Prior to applying for or withdrawing from the deferred salary scheme each Employee is to seek independent financial advice, including superannuation and taxation effects, of their participation in the deferred salary scheme.
- 26.8. Variation of the Arrangements
- As an alternative to clause 26.6 and only by mutual agreement of the Employer and Employee, the provisions of the deferred arrangement may be varied subject to the following:
- (a) the term of the arrangement will not extend beyond that contemplated by this clause;
 - (b) the variation will not result in any consequential monetary or related gain or loss to either the Employer or the Employee; and
 - (c) the percentage of salary to apply during the twelve months leave as specified in clause 26.3 will be calculated as 80% of the average ordinary prescribed hours worked over the previous four years.

27. SUPERANNUATION ON UNPAID PARENTAL LEAVE

- 27.1. In this clause, "Unpaid Parental Leave" means up to 52 weeks' Unpaid Parental Leave, pursuant to clause 39 – Parental Leave, subclauses 2(a) and 4(c) of the Award:
- (a) birth of a child to the Employee or the Employee's Partner; or
 - (b) adoption of a child who is not the child or the stepchild of the Employee or the Employee's Partner; is under the age of five; and has not lived continuously with the Employee for six months or longer. An Employee or eligible Casual Employee who is entitled to unpaid parental leave is entitled to have superannuation contributions made in respect of the period of unpaid parental leave taken to a maximum of 12 weeks.
- 27.2. Superannuation contributions made under this clause will be calculated:
- (a) in respect of the period of unpaid parental leave taken or 12 weeks; whichever is lesser;
 - (b) based on the amount that would have been paid to the Employee had they taken paid parental leave for that period and in accordance with the following:
 - i. for full time Employees – the ordinary working hours at the time of commencement of parental leave;
 - ii. for part time Employees – an average of the hours worked by the Employee over the preceding 12 months; or their ordinary working hours at the time of commencement of parental leave, whichever is greater; or
 - iii. for eligible Casual Employees – an average of the hours worked by the eligible Casual Employee over the preceding 12 months.
- 27.3. Superannuation contributions will be paid:
- (a) to the Employee's superannuation fund in respect of which superannuation contributions for that Employee are made; and
 - (b) at the time that the period of unpaid parental leave in respect of which the contributions are payable concludes.
- 27.4. Superannuation contributions will be made in accordance with the *State Superannuation Act 2000* and the *State Superannuation Regulations 2001*.

PART 7 WORKFORCE MANAGEMENT

28. CONVERSION TO PERMANENT EMPLOYMENT

- 28.1 The parties commit to develop a conversion to permanency clause based on the approved Government template adapted to the school context. Notwithstanding clause 8 - No Further Claims, if the parties finalise the discussions during the life of the Agreement, subject to Government approval, an application may be made via section 43 of the *Industrial Relations Act 1979* to vary the Agreement in order to include the conversion to permanency clause. In the interim the Department commits to review any matters brought to it by the SSTUWA in which Employees may have been employed incorrectly on fixed term contracts.

29. REDEPLOYMENT AND REDUNDANCY

- 29.1. The Parties acknowledge that the *Public Sector Management Act 1994* (PSMA) and the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (Regulations) provide the legislative framework for redeployment and redundancy for all Employees covered by this Agreement. If the provisions of this Agreement and the Regulations are inconsistent, the provision of the Regulations shall prevail.
- 29.2. Nothing in this clause shall prevent the Director General from exercising the right to place any permanent Employee requiring placement, including principals, in any Approved education workplace in accordance with section 236(2) of the Act.
- 29.3. The Department will seek to place Registrable Employees in suitable positions in accordance with clause 29.4 of this clause.
- 29.4. Where a vacancy exists the principal or line manager, on behalf of the Employer, will assess the suitability of a Registrable Employee broadly which includes, but is not limited to:
- (a) acknowledging the Employee's classification level, academic qualifications, experience and FTE;
 - (b) providing sufficient weight to the Employee's knowledge, skills and experience; and
 - (c) recognising the transferability of skills to roles where a direct fit may not exist.
- 29.5. The Department will provide Registrable Employees with access to priority vacancies through the online Recruitment Advertising Management System.
- 29.6. The Department will provide Registrable Employees with case management in line with the *Public Sector Commission's Redeployment and Redundancy Guidelines* and the *Public Sector Commission's Redeployment and Redundancy Guidelines Appendix A – Case Management* or any revised arrangement subsequent to the review of the redeployment and redundancy provisions.
- 29.7. The Department will ensure that Registrable Employees are provided with an appropriately skilled case manager/s, a skills audit and continual support to find suitable employment.
- 29.8. The Department shall provide an Employee who is notified of the Department's intention to register them under regulation 18 of the Regulations with the written reason/s for doing so and the possible employment, placement and training options available to them.
- 29.9. Registered Employees shall be case managed in accordance with clause 29.6.
- 29.10. Where the Department is able to do so consistent with *Commissioner's Instruction No. 12 – Redeployment and Redundancy*, the Department may suspend the Redeployment Period of a Registered Employee for the duration that the Employee is participating in retraining, a secondment or other employment placement arrangement. Where suspension of the total duration would exceed the allowable duration under *Commissioner's Instruction No. 12 – Redeployment and Redundancy*, the Department may suspend the Redeployment Period for the portion allowable.
- 29.11. The Employer will notify the Union prior to a Registered Employee entering the last three months of their Redeployment Period.

30. NOTIFICATION OF NEW EMPLOYEES

- 30.1. The Employer will provide the SSTUWA with a list of new teaching Employees and their schools at the commencement of each term.
- 30.2. The Employer will provide the SSTUWA with a list of newly appointed Heads of Department, Heads of Learning Areas and Program Coordinators and their schools at the commencement of each term.
- 30.3. The Employer will provide the SSTUWA with a list of newly appointed principals and deputy principals and their schools at the commencement of each term.

31. COMPASSIONATE TRANSFERS

- 31.1. The Employer will consider, on a case by case basis, requests from Employees for transfers based on compassionate grounds.

32. ELECTRONIC AND OTHER COMMUNICATION ADVICE

- 32.1 Further to clause 9.2 and 17.7 of this Agreement, Teachers and School Administrators are not required to initiate or respond to electronic and other communication from school staff, parents or community members when not on site. This includes time when staff members are on sick leave or Approved leave, public holidays and student vacation time.
- 32.2 Clause 32 does not apply in the case of an emergency, or where there are staffing or health related issues where failure to communicate could lead to Employees being disadvantaged.

PART 8 LEAVE

33. PERSONAL LEAVE

- 33.1 The provisions of this clause replace clause 40 – Short Leave, clause 31- Carer’s Leave, and clause 41 – Sick Leave of the Award.
- 33.2 The intention of personal leave is to give Employees and Employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick, paid carer’s and short leave.
- 33.3 **Transitional Arrangements**
 - (a) This clause commences on the first full pay period on and from 1 January 2023. An Employee’s pre-existing sick leave anniversary date is maintained for the purposes of the personal leave entitlement.
 - (b) On commencement of this clause sick leave, carer’s leave, and short leave cease to exist. All existing sick leave credits will be converted to cumulative personal leave and recorded in days.
- 33.4 Personal leave is not for circumstances normally met by other forms of leave.
- 33.5 This clause does not apply to casual Employees.
- 33.6 An Employee employed on a fixed term contract for a period of twelve months or more shall be credited with the same entitlement as a permanent Employee. An Employee on a fixed term contract for a period less than twelve months shall be credited on a pro rata basis for the period of the contract,

33.7 A part time Employee shall be entitled to the same personal leave credits as a full time Employee but on a pro rata basis. Payment for personal leave shall only be made for those days that would normally have been worked had the Employee not been on personal leave.

33.8 Entitlement

The Employer shall credit each permanent, full time Employee with 15 days personal leave credits for each year of continuous service of which 13 days are cumulative and 2 days are non-cumulative as follows.

	Personal leave: Cumulative	Personal leave: Non- cumulative
On the day of initial appointment	6.5 days	2 days
On the completion of 6 months continuous service	6.5	0 days
On the completion of 12 months continuous service	13	2 days
On the completion of each further period of 12 months continuous service	13	2 days

33.9 Where Employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.

33.10 In the year of accrual the 15 days personal leave entitlement may be accessed for illness or injury, carer’s leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year of accrual, unused personal leave from that year up to a maximum of 13 days will be cumulative and added to personal leave accumulated from previous years. Unused non-cumulative leave will be lost on completion of each anniversary year.

33.11 Personal leave will not be debited for public holidays that the Employee would have observed.

33.12 Personal leave may be taken on an hourly basis.

33.13 War caused illness

- (a) An Employee who produces a certificate from the Department of Veterans’ Affairs stating that the Employee suffers from war caused illness may be granted special personal leave credits of 15 days per annum on full pay in respect of that war caused illness. These credits shall accumulate up to a maximum credit of 45 days and shall be recorded separately to the Employee’s normal personal leave credit.
- (b) Every application for personal leave for war caused illness shall be supported by a certificate from a registered medical practitioner as to the nature of the illness.

Variation of Ordinary Working Hours

33.14 When an Employee’s ordinary working hours change during an anniversary year, personal leave credits are adjusted to reflect the pro rata portion for that anniversary year.

33.15 At the time ordinary working hours change, personal leave credits are adjusted to reflect ordinary working hours up to that point in time as a proportion of the total ordinary working hours for the anniversary year.

33.16 Personal leave is credited pro rata on a weekly basis from the time ordinary working hours change until the next anniversary date such that total hours credited for that anniversary year is on a pro rata basis according to the number of ordinary working hours for the period.

Reconciliation

33.17 At the completion of an anniversary year, where an Employee has taken personal leave in excess of their current and accrued entitlement the unearned leave must be debited at the commencement of the following anniversary year/s.

33.18 The requirements of the *Minimum Conditions of Employment Act 1993* must be met at the commencement of the following anniversary year. The remaining portion of debited personal leave that exceeds the leave credited is to be debited at the commencement of the subsequent and where necessary following anniversary year/s.

33.19 Where an Employee ceases duty and has taken personal leave that exceeds the leave credited for that anniversary year, the Employee must refund the value of the unearned leave, calculated at the rate of salary as at the date the leave was taken. No refund is required in the event of the death of the Employee.

Access

33.20 An Employee is unable to access personal leave while on any period of leave without pay; maternity leave, adoption leave, partner leave or other parent leave; or annual leave where applicable or long service leave, except as provided for in clause 33.41 recrediting annual leave and 33.42 recrediting long service leave.

33.21 if an Employee has exhausted all accrued personal leave the Employer may allow the Employee who has at least twelve months' service to anticipate up to 5 days personal leave from next year's credit. If the Employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the Employer, calculated at the salary rate as at the date the leave was taken, but no refund is required in the event of the death of an Employee.

33.22 In exceptional circumstances the Employer may approve the conversion of an Employee's personal leave credits to half pay to cover an absence on personal leave due to illness.

Application for Personal Leave

33.23 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to clause 33.8 the Employer may grant personal leave in the following circumstances:

- (a) where the Employee is ill or injured;
- (b) to provide care or support to a member of the Employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member;
- (c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention;
- (d) by prior approval of the Employer having regard for workplace requirements and the needs of the Employee, planned matters where arrangements cannot be organised outside of normal working hours or be accommodated by the utilisation of time off in lieu credits (where applicable) by Employees working according to approved flexible working hours arrangements or other leave. Planned personal leave will not be approved for regular ongoing situations.

33.24 An Employer may grant two days unpaid personal leave per occasion to an Employee to provide care and support to a member of the Employee's family or household due to the birth of a child to the member. This entitlement does not of itself limit an Employee's access to paid personal leave as provided by clause 33.23 or partner leave as provided for by clause 34 - Partner leave of this Agreement. This leave may also be substituted with accrued annual leave or time off in lieu, where applicable, and long service leave, to which the Employee is entitled.

33.25 Employees must complete the necessary application as soon as practicable and clearly identify which of the above circumstances apply to their personal leave request.

33.26 The definition of family shall be the definition contained in the *Equal Opportunity Act 1984* for "relative". That is, a person who is related to the Employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on or is a member of the household of the Employee.

33.27 Where practicable, the Employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

Evidence

- 33.28 An application for personal leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- 33.29 In general, supporting evidence is not required for single or two consecutive day absences. Where the Employer has good reason to believe that the absence may not be reasonable or legitimate, the Employer may request evidence be provided. The Employer must provide the Employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.
- 33.30 Evidence must be provided for any day taken immediately preceding or immediately following a student vacation even where the absence does not exceed two (2) consecutive working days.
- 33.31 Personal leave will not be granted where an Employee is absent from duty because of personal illness attributable to the Employee's serious and wilful misconduct in the course of the Employee's employment.

Doubts as to reason for absence

- 33.32 Where the Employer has a reasonable basis to doubt that an Employee's absence due to illness was reasonable or legitimate, the Employer may require the Employee to submit to a medical examination by a medical practitioner of the Employer's choice, which the Employee must attend.
- 33.33
- (a) The appointment for the medical examination is to be made in consultation with the Employee. If the Employee unreasonably fails to attend the examination the Employer may deem the Employee absent without leave and suspend personal leave payments until evidence that satisfies a reasonable person is provided to confirm why the appointment was missed.
 - (b) If the Employee fails to attend any further referrals for a medical examination without reasonable cause, the Employer may refer this matter for disciplinary proceedings as a serious breach of discipline for failing to obey a lawful order.
 - (c) The fee and any associated expenses incurred in having to attend the examination is paid by the Employer.
- 33.34 Where it is reported that the absence is because of illness caused by the Employee's serious and wilful misconduct in the course of the Employee's employment, the fee for the examination must be deducted from the Employee's salary and personal leave will not be granted and the Employee may be deemed absent without leave.

Employee Fitness for Work

- 33.35 Where the Employer is concerned on reasonable grounds that an Employee's medical fitness for work is such, that if allowed to attend or continue to work, the Employee may put at risk the safety, health and welfare of themselves or others:
- (a) the employee may be directed by a notice in writing to be examined by a registered medical practitioner nominated by the Employer;
 - (b) in this event the fee and any associated expenses incurred in having to attend the examination will be paid by the Employer.
 - (c) an employee subject to a request under this clause to attend such an examination has the right to be provided with the information upon which the Employer's opinion has been formed, prior to attending such a medical examination;
 - (d) The implementation of clause 33.35 involves the following steps:

- (i) in circumstances where the concerns are such that to leave the employee in the environment may be harmful or injurious to themselves or others the employee can be immediately directed to vacate the premises;
- (ii) an Employee directed to vacate the premises under Clause 33.35 (d)(i) shall continue to be paid their regular salary and allowances until a determination of their fitness for work is made by a medical practitioner nominated by the employee;
- (iii) the concerns and basis for the request are discussed at a meeting with the Employee by the employees line manager and/or the principal;
- (iv) where the Employee is aggrieved by the concerns or the basis on which the request has been made, notice in writing detailing the issues of concern, is to be provided within three (3) working days of the meeting to the line manager or principal who will immediately inform the relevant Director of Education;
- (v) upon notice being provided, the Director of Education will, as a matter of urgency, meet with the Employee and the line manager to discuss the concerns;
- (vi) If the Director of Education is of the opinion that the concerns are sufficient to warrant the seeking of medical advice, the Employee will be informed of this in writing within three (3) working days of the above meeting; and
- (vii) if necessary, the Executive Director, Workforce will be advised by the Director of Education and will use the delegated authority of that Office to direct the employee to attend a medical examination. In this circumstance, the employee's non-attendance at the medical examination will constitute a serious breach of discipline that can be referred for disciplinary action.

III Health Retirement

33.36 General

Where the Employer reasonably believes that an Employee's sustained poor performance is directly attributed to the Employee's ill health, or where the Employer has sufficient evidence to suggest that an Employee's sustained poor health poses a significant risk to the welfare of themselves and/or other Employees, the Employer may seek independent medical advice as to the Employee's ability to continue in current Employment.

33.37 Medical Examination

Prior to, and in consideration of an Employee being medically retired due to ill health, the affected Employee will be required to undertake a medical examination. A medical examination will be arranged by the Employer with a registered medical practitioner nominated by the Employer. The fee and any associated expenses incurred in having to attend the examination will be paid by the Employer.

An Employee who is not already on paid or unpaid personal leave who is required to undertake a medical examination who does so expeditiously shall continue to be paid their regular salary and allowances until a determination of their fitness for work is made by a medical practitioner nominated by the Employer.

33.38 Medical Evidence

- (a) Where independent advice supports the Employee's retirement on the grounds of ill health, the Employer will advise the Employee in writing of that advice and of the Employer's intention to retire the Employee.
- (b) Where independent advice does not support the Employee's retirement on the grounds of ill health, the Employer may on medical evidence presented:

- (i) seek further independent advice if reasonably necessary;
 - (ii) offer alternative work options suitable to both the Employee and the Employer; or
 - (iii) take other action appropriate to the circumstances.
- (c) A decision to retire on the grounds of ill health is to be made in writing and a copy of the independent medical advice is to be provided to the Employee.
- (d) A decision to retire an Employee on the grounds of ill health must be based on evidence that on balance indicates that the Employee is not fit to perform the inherent requirements of the position for which they have been employed and is not likely to be fit to do so in the foreseeable future.

33.39 Accrued and Pro Rata Entitlements

Where the Employee is retired due to ill health all outstanding accrued and pro rata entitlements are calculated and paid to the Employee in the usual manner.

33.40 Medical Retirement and Workers' Compensation

An active or pending workers compensation claim will not be displaced where an Employee is medically retired due to a work-related illness or injury.

Re-crediting Annual Leave

- 33.41 (a) Where an Employee who is not in receipt of twelve (12) weeks of student vacation leave is ill or injured during a period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of the illness or injury, the Employee was confined to their place of residence or a hospital for a period of at least seven consecutive calendar days, the Employer may grant personal leave for the period during which the Employee was so confined and reinstate annual leave equivalent to the period of confinement.
- (b) This clause shall not apply to illness or injury during vacation leave.

Re-crediting Long Service Leave

- 33.42 Where an Employee is ill or injured during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of illness or injury the Employee was confined to their place of residence or a hospital for a period of at least 14 consecutive calendar days, the Employer may grant personal leave for the period during which the Employee was so confined and reinstate long service leave equivalent to the period of confinement.

Personal Leave Without Pay Whilst Ill or Injured

- 33.43 Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The Employer shall not unreasonably withhold this leave.
- 33.44 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect salary increment dates, anniversary date of personal leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.
- 33.45 Personal leave without pay is not available to Employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in clauses 33.23 (b), (c) and (d) and 33.24. However, other forms of leave including leave without pay may be available in accordance with clause 36 of the Award for the purpose of providing care to a sick family member.

Other Conditions

33.46 Where an Employee who has been retired from the public sector on medical grounds resumes duty therein, personal leave credits at the date of retirement shall be reinstated. This provision does not apply to an Employee who has resigned from the public service and is subsequently reappointed.

33.47 Unused personal leave will not be cashed out or paid out when an Employee ceases their employment.

Workers Compensation

33.48 Where an Employee suffers an "injury" within the meaning of section 5 of the *Workers' Compensation and Injury Management Act 1981* which necessitates that Employee being absent from duty, personal leave with pay shall be granted to the extent of personal leave credits. In accordance with section 80 (2) of the *Workers' Compensation and Injury Management Act 1981* where the claim for workers' compensation is decided in favour of the Employee, personal leave credit is to be reinstated and the period of absence shall be granted as personal leave without pay.

Portability

33.49 For the purpose of this subclause:

"Commonwealth Employee" shall mean a person who is appointed as a teacher and whose appointment is continuous with employment in a Commonwealth instrumentality.

"Commonwealth Instrumentality" shall mean –

- (a) any Department of the Australian Public Service
- (b) any body constituted under an Act of the Parliament of the Commonwealth; or
- (c) any body subject to the administration of a Minister of the Crown in the right of the Commonwealth; as

The Minister for Education declares by notice in the Government Gazette to be a Commonwealth instrumentality for the purposes of this subclause.

33.50 A Commonwealth or State Employee whose appointment as a teacher is continuous with employment by a Commonwealth or State instrumentality is entitled on appointment to be credited with a sick leave credit equivalent to any paid sick leave entitlement to which they were entitled under the sick leave conditions of the Commonwealth or State instrumentality on the date that his/her employment in the instrumentality ended.

33.51 (a) For the purposes of this subclause the employment of a person in a Commonwealth or State instrumentality shall be regarded as continuous with his/her service as a teacher if the period commencing on the date he/she ceases employment in the instrumentality and ending on the date of appointment as a teacher does not exceed four (4) weeks or such longer period as the Employer may determine

(b) Any longer period than four (4) weeks shall only be in special circumstances.

34. PARTNER LEAVE

34.1 Paid Partner Leave

An Employee who is not the Primary Care Giver is entitled to a period of paid Partner leave of up to one week at the time of the child's birth as prescribed by clause 39 – Parental Leave, subclause (3) of the Award in respect of the:

- (a) birth of a child to the Employee or the Employee's Partner; or
- (b) adoption of a child who is not the natural child or the stepchild of the Employee or the Employee's Partner; is under the age of five; and has not lived continuously with the Employee for six months or longer.

35. DAY IN LIEU OF EASTER TUESDAY

- 35.1 Where Easter Tuesday occurs within a school term and the Employer requires the Employee to work that day, the Employee is entitled to a paid leave day in lieu of Easter Tuesday.
- 35.2 The day in lieu accrues as at the date of Easter Tuesday and must be taken in the same calendar year it accrues. The accrued day in lieu does not accumulate and will not be paid out on termination of employment.
- 35.3 Where Easter Tuesday occurs within a school term and the Employer does not require the Employee to work that day, the Employee with the prior approval of the Employer may take Easter Tuesday as a paid leave day.
- 35.4 Notwithstanding clause 35.1, 35.2 and 35.3, Easter Tuesday may be substituted by the Director General as a paid leave day for the purpose of an agricultural show or important local function held within the region in which that school is situated, if it is likely that the show or function will be attended by a majority of students of that school.

36. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 36.1 In recognition that Employees sometimes face situations of violence and/or abuse in their personal life that may affect their attendance or performance at work the Employer has agreed to the leave which is the subject of this clause. The Employer is committed to providing support to Employees who experience family and domestic violence.
- 36.2 An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family and domestic violence.
- 36.3 The Employer does not tolerate Employees perpetrating family and domestic violence in or from the workplace. Employees must not use work facilities to perpetrate family and domestic violence. Any such conduct is a breach of employment obligations and any Employees who do so will face disciplinary action.

Definition of Family and Domestic Violence

- 36.4
- (a) The meaning of family and domestic violence is in accordance with the definition of 'family violence' in the *Restraining Orders Act 1997* (section 5A).
- (b) To avoid doubt, this definition includes behaviour that:
- i. is physically or sexually abusive; or
 - ii. is emotionally or psychologically abusive; or
 - iii. is economically abusive; or
 - iv. is threatening; or
 - v. is coercive; or
 - vi. in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
 - vii. causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

Access to Family and Domestic Violence Leave

- 36.5 In accordance with the following subclauses, an Employee, including a Casual Employee may make application for leave to deal with activities related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the Employee seeking the leave.
- 36.6 Such activities related to family and domestic violence may include attendance at medical appointments, legal proceedings; counselling, appointments with a medical or legal practitioner; relocation or making other safety arrangements; and other matters of a compassionate or pressing nature related to the family and/or domestic violence which may arise without notice and require immediate attention.

- 36.7 Subject to clauses 36.5 and 36.6, an Employee experiencing family and domestic violence will have access to ten non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements. Other leave entitlements do not need to be exhausted to access this Family and Domestic Violence Leave.
- 36.8 Upon exhaustion of the leave entitlement in clause 36.7, Employees will be entitled to up to two days unpaid family and domestic violence leave on each occasion.
- 36.9 Family and domestic violence leave does not affect salary increment dates, personal leave entitlements, long service leave entitlements or annual leave entitlements.
- 36.10 Subject to the Employer's approval of the application, family and domestic violence leave may be taken as whole or part days off.
- 36.11 Application of the leave entitlement for Casual Employees will apply to the extent of their agreed working arrangements.

Notice and Evidentiary Requirements

- 36.12 The Employee shall give his or her Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 36.13 Supporting evidence of family and domestic violence may be required to access paid leave entitlements however this should not be onerous on the Employee. Leave can be granted without supporting documentation when the manager/supervisor is satisfied that it is not required.
- 36.14 Evidence may include a document issued by the police, a court, a legal service, a health professional or a counsellor, a financial institution, a family and domestic violence support service or a refuge service. A statutory declaration may also be provided.
- 36.15 Such evidence will be dealt with in accordance with the confidentiality provisions in this clause. Only the Employee will retain a copy of the evidence and information will not be kept on an Employee's personnel file, unless otherwise agreed.

Access to Other Forms of Leave

- 36.16 Subject to the leave provisions of this Agreement and the Award, an Employee experiencing family and domestic violence may use other leave entitlements.
- 36.17 Subject to the Employer's approval of the application, and sufficient leave credits being available, leave may be taken as whole or part days off.
- 36.18 Forms of other paid leave include:
- (a) clause 38 – Long Service Leave of the Award.
 - (b) clause 33 - Personal Leave of the Agreement

- 36.19 Approval of leave without pay is subject to the provisions of clause 36 – Leave Without Pay of the Award.

Confidentiality

- 36.20 The Employer will take all reasonable steps to ensure any information disclosed by Employees regarding family and domestic violence is kept strictly confidential. Disclosure will be on a need-to-know basis only and only to maintain safety. Where possible, disclosure will only occur with the express consent of the Employee.
- 36.21 Employers will take reasonable steps to ensure any information or documentation provided by an Employee regarding family and domestic violence is kept confidential. Generally speaking, only the Employee will retain a copy of evidence for accessing family and domestic violence leave and information will not be kept on an Employee's personnel file.

- 36.22 Subsequent disclosure within an organisation should be on a need-to-know basis, for example if there is a potential for workplace safety to be impacted and generally with the consent of the Employee.
- 36.23 This clause does not override any legal obligations to disclose information.

Contact Person

- 36.24 The Employer will identify contact/s within the Department who will be trained in family and domestic violence and associated privacy issues. The Employer will advertise the name of any Family and Domestic Violence contacts within the workplace.

Individual Support

- 36.25 Where there is a risk to the personal health or safety of an Employee who is experiencing or has experienced family and domestic violence, the Employer, where appropriate, may:
- (a) facilitate flexible working arrangements, such as changes to hours/days worked, or working different days or length of days, in accordance with the provisions of the Agreement and the Award; and/or
 - (b) make workplace modifications including changes to the Employee's telephone number and amending the Employee's email address and, where appropriate/practicable, the Employee's work location.
- 36.26 An Employee who is experiencing or has experienced family and domestic violence may access confidential counselling support via the Department's Employee Assistance Program.

Workplace Safety

- 36.27 Where an Employee raises issues of family and domestic violence the Employer should establish with the Employee the level of risk and seek advice from the Work Health and Safety Branch of the Employee Relations Directorate to review and implement specific safety and emergency management systems and plans.
- 36.28 With the exception of access to the Department's Employee Assistance Program which is available to all Employees, the provisions of this clause are only applicable to Employees who are victims of family and domestic violence.

37. CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDERS

- 37.1 Employees who identify as Aboriginal or Torres Strait Islanders (ATSI) are entitled to paid cultural leave which can be accessed to participate in any of the following:
- (a) cultural and ceremonial obligations under ATSI lore, customs or traditional law; and
 - (b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.
- 37.2 Up to five days of paid cultural leave per calendar year will be available under this clause. The leave need not be taken in one continuous period. Paid cultural leave will not accrue from year to year and will not be paid out on termination.
- 37.3 The Employer will assess each application for cultural leave on its merits and give consideration to the personal circumstances of the Employee seeking the leave.
- 37.4 The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.

- 37.5 If an Employer requires an Employee to attend to business associated with an ATSI organisation, or an organisation that works to facilitate ATSI interests, the attendance is considered to be a part of the Employee's normal duties and the Employee need not access leave under this or any other clause to enable it.
- 37.6 Cultural leave granted under this clause is in addition to the leave provided by clause 29 – Bereavement Leave and clause 32 – Cultural/Ceremonial Leave of the Award.

PART 9 COUNTRY AND METROPOLITAN TEACHING PROGRAMS

The provisions contained within this Part apply only to Teachers and School Administrators, employed at schools designated by the Employer as the Country and Metropolitan Teaching Programs. The provisions of this Part cease to have effect when a Teacher or School Administrator ceases to be employed at schools designated the Country Teaching Program or Metropolitan Teaching Program.

Where a provision in this Part is inconsistent with any other provision contained within this Agreement, the provisions of this Part will apply.

38. INCLUSION IN THE COUNTRY AND METROPOLITAN TEACHING PROGRAMS

- 38.1 Schools are determined suitable for inclusion in the Country and Metropolitan Teaching Programs based on the criteria set out in Schedule D – Country and Metropolitan Teaching Program Criteria of this Agreement.
- 38.2 Country and Metropolitan Teaching Program schools are listed in Schedule C – Country and Metropolitan Teaching Programs.
- 38.3 A review of the application of the current criteria can be sought by a school as follows:
- (a) if the criteria have been misapplied in relation to that school;
 - (b) there is a change in the circumstances of the school resulting in it receiving an allocation of points under the criteria sufficient for it to qualify; or
 - (c) it is a new school seeking to be assessed against the criteria.
- 38.4 A review of the application of the current criteria will be conducted by the Employer should new socio-economic index (SEI) data from the Australian Bureau of Statistics become available prior to the expiry date of this Agreement.
- 38.5 Discussions will occur between the Parties with a view to updating the current criteria for application during the life of this Agreement.

39. FINANCIAL AND PROFESSIONAL INCENTIVES

- 39.1 The financial incentives for Employees will be paid pursuant to Schedule C – Country and Metropolitan Teaching Programs of this Agreement.
- 39.2 The financial incentive is payable on a fortnightly basis in addition to the Employee's Base Salary, unless otherwise agreed between the Employee and Employer.
- 39.3 Notwithstanding clause 39.2 and subject to the approval of the Employer, the Employee may elect for the financial incentive (partial or complete):
- (a) to be used to directly fund travel and/or the cost of professional development rather than be paid directly to the Employee as income; or
 - (b) to be paid in a lump sum in December of each year.

- 39.4 Election to receive this financial incentive in one of the forms prescribed in clause 39.3 must be made no later than the commencement of the school year.
- 39.5 Where an Employee commences in the Country Teaching Program or Metropolitan Teaching Program, to meet Department needs, other than at the commencement of the school year, they are entitled to the financial incentives as prescribed in clause 39.1 on a pro rata basis.
- 39.6 Additional Personal Leave
- (a) Employees may access up to five additional days' personal leave for each completed year of Continuous Service in the Country Teaching Program to access a recognised health facility or service which is located greater than 50 kilometres from the Employee's residence. Part-time Employees will receive this entitlement on a pro rata basis.
 - (b) The five days' personal leave may be accessed where the Employee is ill or injured or for the purposes of carer's leave in accordance with clause 33 – Personal Leave of the Agreement.
 - (c) Where the additional five days are accessed, these days are to be debited before the Employees' cumulative personal leave.
 - (d) The purpose of the leave must be taken into consideration for the purpose of determining whether the additional sick leave will be debited prior to the 2 non cumulative personal leave days in subclause 33.8.
 - (e) Such additional personal leave days will accrue for the Employee whilst based in a Country Teaching Program school.
 - (f) All accrued additional personal leave days are expunged when the Employee leaves the Country Teaching Program.
 - (g) In accordance with clause 33 – Personal Leave of the Agreement, Employees may be required to provide evidence that will satisfy a reasonable person.
- 39.7 An air-conditioning subsidy will be provided to Employees employed at schools designated Band A of the Country Teaching Program.
- 39.8 Employees who commence employment in a Country Teaching Program or in a Metropolitan Teaching Program school to fill a clear vacancy are employed on a permanent basis subject to probation pursuant to clause 8 – Probation of the Award.
- 39.9 Employees who commence employment in the Country Teaching Program or Metropolitan Teaching Program to fill a temporary vacancy (e.g. due to the substantive Employee being absent on Approved leave) will be engaged on a fixed term contract. Subject to probation pursuant to clause 8 – Probation of the Award and the completion of two years' Continuous Service in the relevant program, that is, the Country Teaching Program or the Metropolitan Teaching Program, the Employee will become a permanent Employee.
- 39.10 The Employees engaged under clause 39.8 and who fail to meet the requirements of probation will not retain their permanency.
- 39.11 The Employer will make all reasonable endeavours to ensure Employees are afforded the ability to engage in two years' Continuous Service in the program in which they were originally employed, that is the Country Teaching Program or Metropolitan Teaching Program.
- 39.12 Employees in the Country Teaching Program and Metropolitan Teaching Program will receive bonus transfer points for each year of Continuous Service, subject to the completion of an initial two years' Continuous Service in the Country Teaching Program or Metropolitan Teaching Program.

PART 10 REMOTE TEACHING SERVICE

The provisions contained within this part apply only to Teachers and School Administrators, employed at schools designated by the Employer as the Remote Teaching Service. The provisions of this part cease to have effect when a Teacher or School Administrator ceases to be employed at schools designated the Remote Teaching Service.

Where a provision in this part is inconsistent with any other provision contained within this Agreement, the provisions of this part will apply.

40. ENGAGEMENT IN THE REMOTE TEACHING SERVICE

- 40.1 Employees who commence employment in a Remote Teaching Service school to fill a clear vacancy are employed on a permanent basis subject to probation pursuant to clause 8 – Probation of the Award.
- 40.2 Employees who commence employment in the Remote Teaching Service to fill a temporary vacancy (e.g. due to the substantive Employee being absent on Approved leave) will be engaged on a fixed term contract. Subject to probation pursuant to clause 8 – Probation of the Award and the completion of two years' Continuous Service in the Remote Teaching Service the Employee will become a permanent Employee.
- 40.3 The Employees engaged under clause 40.1 who fail to meet the requirements of probation will not retain their permanency.
- 40.4 The Employer will make all reasonable endeavours to ensure Employees are afforded the ability to engage in two years' Continuous Service in the Remote Teaching Service.
- 40.5
- (a) The first twelve months' service in the Remote Teaching Service is known as the "release from remote teaching service period" of employment during which the suitability of the Employee for work in the Remote Teaching Service will be determined.
- (b) An Employee who:
- i. does not successfully complete the "release from remote teaching service period" of employment; or
 - ii. at the end of the "release from remote teaching service period" is determined by the Employer as being unsuitable for the Remote Teaching Service; or
 - iii. determines they are unsuitable for the Remote Teaching Service, is entitled to transfer out of the Remote Teaching Service within a reasonable period.
- The remaining employment is therefore no longer subject to the Remote Teaching Service provisions and the probationary period will continue to be subject to clause 8 – Probation of the Award.
- 40.6
- (a) All Employees new to the Remote Teaching Service are required to participate in structured induction programs prior to and during the early part of their employment.
- (b) If the induction is scheduled prior to the commencement of employment, attendance will be paid in accordance with Table 6 of Schedule A – Salaries of this Agreement; provided that Employees will not receive student vacation leave credits during the period of induction.
- (c) Professional support will be provided, in consultation with the Employee, as relevant needs are identified.
- 40.7 Employees, other than relief Employees, will preferably be located at the one Remote Teaching Service school for a minimum of three years.

40.8

- (a) Upon the completion of three years' Continuous Service in the Remote Teaching Service, Employees are guaranteed a transfer into a metropolitan or country region of choice, subject to availability.
- (b) Any Employee seeking to remain in the Remote Teaching Service beyond the normal three or four year period may do so with the approval of the Employer.
- (c) An Employee who is Approved to remain in the Remote Teaching Service pursuant to clause 40.8(b) maintains the entitlement at clause 40.8(a) when leaving the Remote Teaching Service.

40.9 Teachers holding a substantive position who are appointed to the Remote Teaching Service will maintain their substantive position for the term of the appointment up to three years.

41. REMOTE TEACHING SERVICE PART TIME

41.1 An Employee may take up a part-time position within the Remote Teaching Service subject to the approval of the Employer.

41.2 Part-time Employees will accrue Remote Teaching Service entitlements on a pro rata basis, in accordance with the designated work fraction and length of tenure in the Remote Teaching Service.

42. REMOTE TEACHING SERVICE RELIEF

42.1 Payment of Internal Relief for DOTT time to a Remote Teaching Service Teacher is subject to the following:

- (a) the Teacher can be required to undertake Internal Relief teaching of up to 50% of their DOTT entitlement per term without receiving any additional payment;
- (b) if Teacher relief cannot be obtained, a Remote Teaching Service Teacher undertaking Teacher relief beyond the 50% requirement per term will be paid pursuant to clause 25 – Internal Relief of this Agreement for that period in excess of the 50%; and
- (c) If required, the Teacher will undertake relief of up to four consecutive weeks at any one time, within a cluster of schools. This period may be extended by agreement with the Employee.

42.2 Remote Relief - Accommodation/Meals

- (a) Where casual relief teachers who undertake duties for short periods in the Remote Teaching Service are required to be accommodated by an onsite host Teacher, the host Teacher is reimbursed \$45.00 per day by the Department for the duration of the relief period for food and other costs incurred by the host Teacher.
- (b) Reimbursement is only available after all Internal Relief commitments have been undertaken by the casual relief teachers.
- (c) A casual relief teacher residing within the location where duty is to be undertaken is not eligible for this reimbursement.

42.3 Where practicable, all casual relief teachers will be accommodated in Teacher-occupied housing. Commercial accommodation will be considered as a last resort.

43. REMOTE TEACHING SERVICE FLEXIBLE SCHOOL YEAR AND SCHOOL ORGANISATION

- 43.1 To meet the educational needs of individual Remote Teaching Service schools, and subject to the approval of the Director General, the school year and hours per day will be flexible to take into account factors including: education, culture, climate, community and locality.
- 43.2 The principal may establish flexible work patterns. Employees will be consulted during this process and will have input into any changes to hours of instruction, daily attendance and the school year prior to any implementation.
- 43.3 Face to face teaching and DOTT time will be the same as for non-Remote Teaching Service schools, subject to flexibility as provided for in this clause to meet the specific needs of the remote teaching service.
- 43.4 To maximise the expertise of Employees and to match resources to learning programs, the principal in conjunction with other staff will form groups for instructional purposes according to need.
- 43.5 The principal, in conjunction with other Employees, will balance teaching loads throughout the school year to maximise flexibility. Such flexibility includes the varying of roles, including the role division between Primary and Secondary teaching.

44. REMOTE TEACHING SERVICE LEAVE AND ALLOWANCES

- 44.1 The financial incentives for Employees will be paid pursuant to Schedule E – Remote Teaching Service Allowances of this Agreement.
- 44.2 Allowances
- (a) Remote Teaching Service Employees are entitled to the following:
- i. a “school specific” Remote Teaching Service allowance paid in addition to the Employees’ fortnightly Base Salary as detailed in Schedule E – Remote Teaching Service Allowance of this Agreement; and
 - ii. locality allowances as prescribed in clause 54 – Locality Allowance of the Award.
- (b) Remote Teaching Service Employees are not entitled to payment in accordance with clause 24 – Band And Special Responsibility Allowances of this Agreement and clause 50 – Country Incentives Allowance of the Award.
- 44.3 Bereavement Leave
- (a) The Employee is eligible for up to ten days’ paid bereavement leave, subject to the requirements of clause 29 – Bereavement Leave of the Award.
- (b) Where a bereavement requires travel away from the Remote Teaching Service school, the Employer will pay the Employee travel costs up to the equivalent of the cheapest available return airfare (at the time) to Perth.
- 44.4 Parental Leave and Travel Costs
- (a) An Employee commencing parental leave is entitled to be paid the cost of return travel, up to the cost of the cheapest (at the time) return airfare (or equivalent) from the school to the nearest main centre as per Schedule F – Remote Teaching Service Schools and Main Centres of this Agreement.
- (b) An Employee whose Partner is commencing parental leave is entitled to the provision contained in clause 44.4(a), notwithstanding the Partner may not be employed by the Department.

- (c) An Employee whose Partner has given birth or is expecting a child at another location is entitled to travel and up to one week paid Partner leave pursuant to clause 34 – Partner Leave of this Agreement. Travel will be paid to the cost of the cheapest (at the time) return airfare (or equivalent) from school to the nearest main centre as outlined in Schedule F – Remote Teaching Service Schools and Main Centres of this Agreement.
- (d) Where parental leave is taken, it is not a break in Continuous Service for the purposes of any of the Remote Teaching Service entitlements.

44.5 Additional Personal Leave

- (a) Employees may access up to five additional days' personal leave for each completed year of Continuous Service in the Remote Teaching Service to access a recognised health facility or service which is located greater than 50 kilometres from the Employee's residence. Part-time Employees will receive this entitlement on a pro rata basis.
- (b) The five additional days' personal leave may be accessed where the Employee is ill or injured or for the purposes of carer's leave in accordance with clause 33 – Personal Leave of the Agreement.
- (c) Where the additional five days are accessed, these days are to be debited before the Employees' cumulative personal leave.
- (d) The purpose of the leave must be taken into consideration for the purpose of determining whether the additional sick leave will be debited prior to the 2 non cumulative personal leave days in subclause 33.8.
- (e) Such additional personal leave days will accrue for the Employee whilst based in a Remote Teaching Service school.
- (f) All accrued additional personal leave days are expunged when the Employee leaves the Remote Teaching Service.
- (g) In accordance with clause 33 – Personal Leave of the Agreement, Employees may be required to provide evidence that will satisfy a reasonable person.

45. REMOTE TEACHING SERVICE LEAVE

45.1 Employees are entitled to Remote Teaching Service leave paid at the Employee's Base Salary as follows:

Length of Continuous Teaching Service	Remote Teaching Service Leave Entitlement
Upon completion of six semesters of continuous teaching service	10 weeks
Upon completion of eight semesters of continuous teaching service	22 weeks (inclusive of the 10 weeks entitlement after 6 semesters)
For each completed semester after completion of eight semesters of continuous teaching service	1 calendar week

45.2 Remote Teaching Service leave can only be taken as described above unless otherwise prescribed in this clause.

45.3 Notwithstanding clause 45.2, in special circumstances the Employer may approve access to pro rata Remote Teaching Service leave.

- 45.4 After leaving the Remote Teaching Service, all Remote Teaching Service leave must be cleared prior to an Employee commencing at a school outside the Remote Teaching Service.
- 45.5 The Employer may, in special circumstances, waive clause 45.4.
- 45.6 The Employer may, in special circumstances allow the cashing out of the Remote Teaching Service leave accrual either in whole or in part.
- 45.7 Whilst employed in the Remote Teaching Service, accrued Remote Teaching Service leave of 10 or 22 weeks must be taken within three years of it becoming due.
- 45.8 All Remote Teaching Service leave is to be taken at a mutually agreeable time.
- 45.9 Remote Teaching Service leave must be cleared in one unbroken period unless otherwise Approved by the Employer.
- 45.10 The entitlements set out in this clause are transferable within the Remote Teaching Service.
- 45.11 Where an Employee takes Remote Teaching Service leave over more than one term, any period of student vacation period that occurs between the terms is regarded as Remote Teaching Service leave.

46. REMOTE TEACHING SERVICE BREAKS

- 46.1 The accrual of Remote Teaching Service leave entitlements is based on Continuous Service as defined in clause 7 – Definitions in this Agreement.
- 46.2 For the purpose of this Agreement, the taking of Remote Teaching Service leave is not considered as service for the purpose of accruing additional Remote Teaching Service leave entitlements.

47. REMOTE TEACHING SERVICE TRAVEL AND LOCATION

47.1 Transport of Personnel and Effects

In addition to conditions and entitlements provided for Employees outside the Remote Teaching Service, the following additional benefits apply to Remote Teaching Service Employees as follows:

- (a) one motorcycle (per family member), a boat to a maximum length of six metres (with trailer) and a box trailer up to 2m x 1.3m may be Approved for transportation; and
- (b) a fair and reasonable excess baggage provision may be allowed to cater for Employees (and their families) who are commencing in the Remote Teaching Service, changing school locations within the Remote Teaching Service or flying out of the Remote Teaching Service.

47.2 Remote Teaching Service Additional Travel

- (a) Employees, and their dependants, who are employed in the Remote Teaching Service are entitled to an additional travel concession once each semester. One concession will be for travel to the main centre as provided for in Schedule F – Remote Teaching Service Schools and Main Centres of this Agreement and the other concession for travel to Perth or another location being conditional on that the travel is to a single location and the cost (based on airfares only) does not exceed what would have been incurred in travelling to Perth or the main centre as applicable, then the Department will only meet the expenditure involved in travelling to the specific destination. These two additional concessions are over and above the concession prescribed in clause 59 – Student Vacation Travel Concessions of the Award.
- (b) The Employer will determine when and how this entitlement can be utilised by Employees.
- (c) Employees are entitled to reimbursement of travel costs.

(d) Notwithstanding clause 47.2(c), where an Employee travels by road using a government vehicle, the Employee is only entitled to reimbursement of expenditure incurred in the use of that vehicle as if the Employee were travelling on Approved Departmental business.

47.3 Where it can be shown that it is less costly or cost equivalent for an Employee to travel to a centre other than the centre designated in Schedule F – Remote Teaching Service Schools and Main Centres of this Agreement, an application may be made to the Employer for the designated centre to be varied.

PART 11 SWIMMING INSTRUCTORS

48. SWIMMING INSTRUCTORS

48.1 This clause replaces Part 8, clause 21 of the *Teachers (Public Sector Primary and Secondary) Education Award 1993* in its entirety.

48.2 The provisions contained in this clause only apply to persons employed to instruct or supervise swimming classes organised through the Department.

48.3 Where a provision in this clause is inconsistent with any other provision contained within this Agreement, the provisions of this clause will apply.

48.4 Swimming lessons are provided to students through In-term swimming programs and VacSwim programs. Duties include instructional time, changeover and other duties as required.

48.5 Employees are not prevented from also being engaged as Swimming and Water Safety Staff over student vacation periods.

48.6 Definitions

“Casual Employee” means, for the purposes of Part 11 of this Agreement, an Employee engaged for a minimum of two lessons for In-term Swimming or two hours for VacSwim purposes.

“Centre Supervisor” means a person employed by the Employer to instruct or supervise swimming classes, who is responsible for the supervision of staff and who holds an Approved qualification, as determined by the Employer.

“Deputy” means a person employed by the Employer to instruct swimming classes and assist the Centre Supervisor, Instructors and Water Safety Officers where required, to ensure effective and safe teaching procedures are followed and who holds an Approved qualification as determined by the Employer.

“In-term Swimming” refers to lessons conducted through schools within the school term.

“Instructor” means a person employed by the Employer to instruct or supervise swimming classes and who holds an Approved qualification, as determined by the Employer.

“Open Water Venue” refers to a swimming venue such as the beach, river or other natural waterway.

“Regional Advisor” means a person employed to enhance the reputation of the program and assist in maintaining a high level of customer and stakeholder satisfaction, supervise swimming instructors and Centre Supervisors, and who holds an Approved qualification, as determined by the Employer.

“Swimming and Water Safety Staff” shall mean those Employees who are employed pursuant to Part 11, in positions listed in Table 18, Schedule A - Salaries of this Agreement.

“VacSwim” refers to swimming lessons that are conducted in the student vacation periods.

“Water Safety Officer” means a person who holds an Approved qualification and who, in conjunction with instructors, centre supervisors, deputies and regional advisors is responsible for the safety of children participating in open water lessons and assist with the set up and dismantle of an open water venue and who holds an Approved qualification, as determined by the Employer.

48.7 Engagement

- (a) All swimming and water safety staff employed pursuant to this part of the Agreement are deemed to be Casual Employees.
- (b) The minimum period of engagement for all swimming and water safety staff is two lessons for In-term Swimming and two hours for VacSwim.
- (c) An Employee is not required to undertake more than three consecutive hours of instruction without an unpaid break of at least 10 minutes, unless otherwise agreed.
- (d) All swimming and water safety staff have access to the Department’s Employee Assistance Program.

48.8 Class sizes

- (a) In forming classes, supervisors are to aim for the following class sizes:

Classes	Recommended Number of Students
Stages 1- 4	8 (10 max)
Stages 5 -15	10 (12 max)
Stage 16	10 (12 max)
Education Support	6

- (b) Where the centre and students’ needs require variation from these class sizes:
 - i. instructor(s) who are requested to accept a class size greater than those specified can utilise the grievance resolution procedure at clause 48.12 if they feel aggrieved by any proposed variation; and
 - ii. implementation is to be within available physical and human resources.

48.9 Rates of Pay

- (a) A casual loading of 20% is paid in lieu of leave, other than leave that is expressly stated as applying to a Casual Employee, and allowances.
- (b) Swimming and Water Safety Staff are paid in accordance with Table 18 of Schedule A – Salaries of this Agreement and are inclusive of the loading prescribed in 48.9(a).
- (c) The “In-term” lesson rate is 55/60 of an hourly rate and includes instructional time, changeover and other duties.
- (d) A “vacation” rate is comprised of an hourly rate consisting of instructional time, changeover and other duties.
- (e) Instructors, Deputies and Water Safety Officers are classified in accordance with the following:
 - i. Classifications for Instructors are linked to the satisfactory instruction of a minimum number of swimming lessons, as prescribed in Table 18 of Schedule A – Salaries of this Agreement.

- ii. Where an Employee works as a Deputy or Water Safety Officer their classification shall be determined by their level of classification as an Instructor as prescribed in Table 18 of Schedule A – Salaries of this Agreement.
- iii. Time worked as a Deputy, Water Safety Officer, Centre Supervisor or Regional Advisor shall be considered to be “instruction” for the purposes of subclause 48.9(e)(i).

48.10 Centre Supervisors

- (a) The position of Centre Supervisor includes three incremental positions dependent on the number of staff supervised, being:

Centre Supervisor Level 1: 1 to 5 staff
 Centre Supervisor Level 2: 6 to 10 staff
 Centre Supervisor Level 3: 11 + staff.

- (b) Centre Supervisors will be paid for annual scheduling and planning of the yearly metropolitan "In-term" program depending on the number of schools to be timetabled. Payment will be in accordance with the following table:

No. of Schools to be timetabled	Payment
1 - 5	6 lessons
6 -10	12 lessons
11-15	18 lessons
16 - 20	24 lessons
21 - 25	30 lessons
26 - 30	36 lessons
30+	40 lessons

- (c) Centre Supervisors who are required to undertake their duties at an open water venue shall be rostered additional time, to a maximum of one hour per rostered shift, for the purpose of setting up the venue at the commencement of the day, and the pack up of the venue at the conclusion of the day.
- (d) Centre Supervisors shall receive additional payment of one lesson per term (In-term), or per series (VacSwim) for the collection and distribution of material, equipment and paperwork required for the efficient operation of the swimming program.

48.11 Travel assistance will be paid as lessons (In-term) or hours (VacSwim) when Swimming and Water Safety Staff are required to travel between worksites during any one day.

48.12 Grievance Resolution Procedure

The grievance resolution procedure for Employees covered by this part operates as follows:

(a) Stage One

Where a grievance arises at the swimming centre, an attempt should be made by the aggrieved party and the immediate supervisor to resolve the grievance.

(b) Stage Two

Where the grievance is unable to be resolved at stage one, the matter should be referred to the Manager, Swimming and Water Safety to attempt to resolve the grievance.

Information or advice may be sought from Union representatives or the Department, where appropriate, for timely resolution of the matter.

(c) Stage Three

Where the Manager, Swimming and Water Safety is unable to resolve the issue, the matter may be referred to the Employer and the President of the SSTUWA, or their nominees, for resolution. Should the matter be unable to be resolved, the grievance may be referred by either party to the Western Australian Industrial Relations Commission for determination.

48.13 Health and Wellbeing

(a) Vaccinations

Swimming and Water Safety Staff are entitled to access free vaccinations for Hepatitis A and B in high risk areas.

(b) Protective Gear

Swimming and Water Safety Staff are entitled to be provided with the following protective items: hats, sunscreen and 'UV protective' clothing.

48.14 Induction

(a) Attendance at induction sessions will be paid time, and such sessions include: pre-service swimming supervisor meetings, regional swimming instructor meetings, instructor meetings and centre in-services.

(b) When a swimming instructor, other than a relief instructor, joins an operating centre, the swimming supervisor will conduct an induction session of one hour with the instructor before the finish of the instructors' second day.

48.15 Professional Development

(a) Where available, paid access to jointly-agreed professional development will be made available e.g. child protection, behaviour management, code of conduct.

(b) An allocation of up to three hours' paid time may be made available per annum for the purposes of performance management.

PART 12 CONSULTATION AND DISPUTE RESOLUTION

49. THE EMPLOYEE RELATIONS EXECUTIVE COMMITTEE

49.1 Preamble and Context

The Parties affirm their commitment to:

- (a) a culture of high performance and achievement that ensures the highest standards of Teacher quality and the highest levels of outcomes for all students;
- (b) a working environment that encourages school level decision making, collaboration, and acknowledges skilled and committed staff, who deliver high quality educational services and outcomes;
- (c) a leadership environment which supports principals to develop distinctive schools that meet the expectations of their local communities;

- (d) enabling school communities to participate collaboratively in shaping the direction for their school community within the public education system;
- (e) attracting and retaining high performing staff in public schools;
- (f) professional learning strategies which transform and improve what happens in schools and classrooms; and
- (g) a process of consultation in accordance with clause 61 – Notification of Change of the Award.

Purpose, Composition and Procedure

- 49.2 The EREC provides a high level forum to enable the Parties to monitor developments, consult and address strategic and operational issues that affect the Department's Employees.
- 49.3 The EREC is a forum for consultation on issues including, but not limited to:
- (a) the development of workload management strategies within the Department, including those associated with curriculum materials;
 - (b) industrial matters;
 - (c) job security, and fixed-term and casual employment usage;
 - (d) change management, in particular, proposed significant changes to work organisation and/or work practices occurring in the workplace;
 - (e) career development and support;
 - (f) staff development and professional learning;
 - (g) flexible work practices and hours;
 - (h) the management of unsatisfactory performance; and
 - (i) the Department's implementation of this Agreement.
- 49.4 Industrial Coordination Group
- (a) The EREC, through the establishment of the "Industrial Co-ordination Group", is to act as a clearing house and/or a conduit to expedite the co-ordination and resolution of industrial, and other Agreement or Award matters.
 - (b) EREC will meet on a regular basis, normally every three weeks, and will determine its meeting schedule on an annual basis.
- 49.5 The Parties agree that:
- (a) where the Employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of Employees, the Union and Employees affected will be notified by the Employer as early as possible;
 - (b) for the purposes of discussion, the Employer will provide to the Employees concerned relevant information about the changes, including the effect of the changes on Employees, provided the Employer cannot be required to disclose any confidential information;
 - (c) in the context of discussions, the Union and Employees are able to contribute to the decision-making process; and
 - (d) the EREC Parties are to provide all reasonable and relevant information, except confidential commercial, business or personal information, the release of which may seriously harm a party or individual.

49.6

- (a) The EREC, including the ICG, consists of Employer-nominated representatives and nominated representatives of the Union of generally equal numbers.
- (b) Either party, after consultation with the other party, may invite persons with relevant expertise.

49.7

- (a) The EREC meets on a regular basis, as agreed between the Parties, and can be convened on an urgent basis within seven days (7) of a written request being received from either party.
- (b) The EREC meetings will be supported by an agenda and record of action items.

49.8 The EREC and the EREC – ICG determine their own operating procedures.

49.9 The Parties acknowledge that decisions will continue to be made by the Employer, who is responsible and accountable to Government for the Department's effective and efficient operation.

Recourse if Matters Not Resolved by EREC

49.10 Matters not resolved through the EREC can be referred to the Western Australian Industrial Relations Commission.

50. GRIEVANCE RESOLUTION PROCEDURE

50.1 The grievance resolution procedure covers grievances about worksite matters affecting Employees that are within the control or responsibility of the Employer or its Employees. Any resolution of a grievance under these procedures must be capable of being implemented at the workplace/worksite. This clause does not bind swimming instructors, whose procedure is outlined in clause 48.12 of this Agreement.

50.2 This grievance resolution procedure excludes those grievances more appropriately dealt with by legislation or policy involving such matters including:

- (a) sexual harassment;
- (b) equal opportunity;
- (c) occupational safety and health;
- (d) Public Sector Commission – Commissioner's Instructions or the Public Sector Commission's Code of Ethics;
- (e) performance and disciplinary matters; and
- (f) criminal behaviour.

50.3 This grievance resolution procedure has been developed to achieve the following objectives:

- (a) resolution of grievances at the workplace level;
- (b) the right of Employees to approach the Employer or the Union for advice or assistance without any repercussions;
- (c) grievances are dealt with in accordance with the principles of natural justice and due process;
- (d) Employees are informed of their rights and responsibilities in the grievance resolution process;
- (e) there is a proper consideration of the facts and circumstances relating to the grievance; and
- (f) decisions are impartial, transparent and capable of review.

Whilst the grievance is the subject of this grievance resolution process, the status quo prevailing before the grievance was lodged will remain, unless otherwise agreed between the parties to the grievance, or where the maintenance of the status quo is impractical.

50.4 Where a representative of the Union or the Employer provides an Employee with assistance in formulating a grievance, that person must exclude themselves from the Consultative Committee hearing the grievance where there is a conflict of interest or they cannot act without bias.

50.5 Fundamental principles in dealing with grievances are as follows:

- (a) discussion and resolution should be within a general framework of co-operation, which emphasises prevention of further grievances rather than just a resolution of the immediate matter;
- (b) as far as possible, grievances should be handled using the normal line management structure;
- (c) all Employees involved in the grievance and their representatives must act in good faith, with a genuine desire to resolve any grievance at the lowest possible level if possible, and to maintain communications at all levels with a view to resolving the issue or issues;
- (d) resolution of grievances should occur as quickly as possible and be completed as soon as practicable;
- (e) Employees have the right to raise legitimate grievances without threat of repercussion;
- (f) confidentiality must be maintained at all times in the resolution of a grievance, including the outcome with the following exceptions:
 - i. where the outcome results in a change to school practice and this requires explanation to staff, but only to the extent required to give effect to the committee's decision;
 - ii. the organisation representing the Parties will be privy to the process and outcomes by virtue of their roles in the resolution of the grievance.
- (g) Employees who are not party to the grievance cannot be compelled to become involved in the grievance resolution process; and
- (h) all parties to the grievance are entitled to a support person at all stages of the grievance procedure.

50.6 The procedures to be followed when an Employee wishes to lodge a grievance are:

- (a) Where a grievance arises at a worksite, in the first instance the matter should be dealt with in an informal manner. The aggrieved Employee should attempt to resolve the grievance with the other Employee. Consultation with other officers or the Union office may take place as a normal line management process in order to attempt to resolve the matter prior to the commencement of the formal grievance procedures set out below.

Employees are committed to resolving grievances cooperatively. Every effort should be made to resolve the issue informally. If a grievance cannot be resolved informally, it can be considered under the formal grievance procedure.

- (b) The formal grievance resolution procedure is instigated as follows:
 - i. The instigation of the grievance procedure in the first instance is the responsibility of the aggrieved Employee and such Employee must act within three weeks of the circumstances occurring from which the grievance arises.
 - ii. Where a grievance is lodged after three weeks, the Consultative Committee has the discretion to accept a late grievance on such grounds as the party being on sick leave or because of failed attempts to resolve the issue informally or through other processes such as mediation. The onus is on the aggrieved Employee to provide written reasons of the cause of the delay at the time of lodging their grievance. The Consultative Committee must provide written reasons for its decision to reject an application lodged out of the three week time limit.
 - iii. The grievance must be written in a clear and concise manner and include the relief sought. The response acknowledging the grievance and advice of the outcome of consideration of the grievance will also be in writing.
 - iv. Where an Employee has a grievance with his or her principal or line manager, the Employee must notify him or her.
 - v. If the matter is not resolved informally between the principal or line manager and the Employee, the Employee is entitled to go straight to Level Two of the procedure.
 - vi. If the matter is not resolved informally between the line manager and the Employee, the matter may be referred as follows:
 - (aa) where there is a principal in the reporting structure, the matter is to be referred to Level One of the procedure; or

(bb) where there is no principal in the reporting structure, the matter is to be referred to Level Two of the procedure.

- vii. In circumstances where the grievance relates to a School Administrator or the Directors of Education, the resolution process may require the grievance to be considered by another Regional Grievance Committee.
- viii. In circumstances where the issues raised by the grievance may have system-wide ramifications, and are not able to be resolved at the workplace level, the matters can be referred to EREC for determination and action.

50.7 The formal grievance resolution procedure has two levels: Level One – Worksite/School and Level Two - Regional Grievance Committee.

50.8 Level One – Worksite/School

- (a) At this stage, the grievance should be considered formally by the Worksite/School Consultative Committee within five working days of its receipt. The committee is made up of the principal or line manager and the local Union representative.
- (b) In the case where there is no school site Union representative or where that person is the principal or line manager, another Union member from that school or workplace should take the position who is nominated by the President of the Union or his or her nominee.
- (c) The aggrieved Employee may nominate and be accompanied by a support person at this and any subsequent stage. This support person can advise but not represent the aggrieved Employee at any stage of the grievance. Both members of the committee may nominate a deputy member to attend in their stead.
- (d) A person who has initiated a grievance or who is the subject of a grievance is not to be a member of a Consultative Committee dealing with that grievance, even if they would normally be a member under the preceding provisions. If it is not possible, as a result of this, to form a Worksite/School Consultative Committee the grievance will be referred to Level Two.
- (e) The Worksite/School Consultative Committee will attempt to reach an agreed resolution to the grievance. These resolution(s) will be provided in writing to the Employees involved in the grievance and will be binding on all Employees involved in the grievance.
- (f) Where the Worksite/School Consultative Committee is unable to reach an agreed resolution to the grievance they will inform all Employees to the grievance of this fact. The aggrieved Employee has a period of five working days in which they may take the grievance to Level Two. The aggrieved Employee is required to inform the Union and the Director of Education.

50.9 Level Two – Regional Grievance Committee

- (a) Where a grievance is formally lodged as a Level Two grievance, the Parties will then meet, as soon as practicable, to determine the following:
 - i. the matter at issue constitutes a grievance as per clause 50.1 and 50.2; and
 - ii. the aggrieved party has attempted to resolve the matter at the informal level and/or through the Level 1 worksite/school consultative committee. This may be demonstrated through reports/notes of meetings, emails, record of phone calls which need to be provided when lodging the matter for Level 2 consideration.
- (b) Where the Parties are not satisfied that the requirements of clause 50.9(a) have been met, the matter will be referred back to the aggrieved party for appropriate action. The Director of Education will manage this communication.
- (c) Where the Parties are satisfied that the requirements of clause 50.9(a) have been met the grievance will be referred to the Level 2 Regional Grievance Committee.
- (d) At this stage, the matter should be considered formally by the Regional Grievance Committee.
- (e) A Regional Grievance Committee is constituted within ten working days for each grievance at this level. The Regional Grievance Committee is made up of a senior Employee nominated by the Director General and one Union member nominated by the President of the SSTUWA. A person who has initiated a grievance or is the subject of a grievance is not to be a member of a Regional Grievance Committee dealing with that grievance, even if he or she would normally be a member under the preceding provisions.
- (f) At this stage, the Regional Grievance Committee should attempt to resolve the issue so that it can be referred back to the school for implementation.

- (g) If the Regional Grievance Committee believes the issues raised by the grievance have system-wide ramifications, the committee may seek advice from the Director General and the President of the SSTUWA or their nominees and take such advice into consideration in determining the grievance.

50.10 Resolutions of the Regional Grievance Committee are binding on all parties to the grievance.

51. DISPUTE SETTLEMENT PROCEDURE

- 51.1 This dispute settlement procedure is for the purpose of resolving any questions, difficulties or disputes that are not the subject of individual grievances, which are to be dealt with according to clause 50 – Grievance Resolution Procedure of this Agreement.
- 51.2 This dispute settlement procedure is intended to address questions, difficulties or disputes that include such matters as:
- (a) the interpretation or application of this Agreement; or
 - (b) the application of system-wide policies or decisions; or
 - (c) conditions of employment (including entitlements to salary, leave and the like); or
 - (d) equal employment opportunity and occupational safety and health matters or other matters provided for in Acts and Regulations.
- 51.3 The Department and the Union must discuss the questions, difficulties or disputes and attempt to find a satisfactory solution. At first instance, such discussions are to take place at the local level and may also involve Department officers and representatives of the Union.
- 51.4 The first meeting to address the questions, difficulties or disputes is to take place within two weeks of a request to do so by either party.
- 51.5 If the questions, difficulties or disputes cannot be resolved within six weeks from the time the questions, difficulties or disputes are first discussed pursuant to clause 51.4, the questions, difficulties or disputes are to be referred to the EREC.
- 51.6 Notwithstanding clause 51.5, any party may refer the questions, difficulties or disputes to the EREC at any time.
- 51.7 If the questions, difficulties or disputes cannot be resolved by the EREC, either party may refer the matter to the Western Australian Industrial Relations Commission for conciliation and/or arbitration.
- 51.8 The party seeking to refer the questions, difficulties or disputes to the Western Australian Industrial Relations Commission must notify the other parties to the grievance of their intention to do so.
- 51.9 The Department and the Union may, by agreement, vary the dispute-settlement procedure in relation to specific matters depending on the circumstances and the nature of the questions, difficulties or disputes.
- 51.10 Whilst the questions, difficulties or disputes are the subject of this dispute settlement procedure the status quo prevailing before the questions, difficulties or disputes will remain, unless otherwise agreed between the Department and the Union or where the maintenance of the status quo is impractical.
- 51.11 Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008*.

52. SCHOOL WORKLOAD ADVISORY COMMITTEE

- 52.1 The principal will establish a Workload Advisory Committee at the commencement of each school year.
- 52.2 The Workload Advisory Committee will assess workload management issues in the school, including the provision of advice to the principal during the school year to assist in the management of workload issues in order to improve the focus on teaching and learning outcomes.

- 52.3 To assist in the management of workload in the school, the Workload Advisory Committee is to make recommendations to the principal about how to use school resources to address workload issues.
- 52.4 It is recognised the principal has ultimate responsibility and authority for the operation of the school, including the allocation of resources, timetables and allocation of work.
- 52.5 Guidelines for establishment and operation of the Workload Advisory Committee are at Schedule G – Guidelines for the Establishment and Operation of Workload Advisory Committees of this Agreement.

PART 13 PERFORMANCE MANAGEMENT

53. PERFORMANCE MANAGEMENT

- 53.1 This clause is subject to the *Public Sector Management Act 1994*.
- 53.2 In managing Employee performance, the Department will take into account:
- (a) training and career development;
 - (b) application of skill and competencies;
 - (c) capacity to perform at required level;
 - (d) individual accountability; and
 - (e) communication and feedback.
- 53.3 The following principles will apply to the implementation of performance management processes under this Agreement:
- (a) Discussions around an Employee's performance management will take into consideration the work-related requirements of the role as well as the Employee's identified interests, consistent with the Public Sector Performance Management Standard.
 - (b) Schools will adhere to the negotiated performance management template for teachers as agreed between the parties to the Agreement.
 - (c) The Parties agree to support performance management across the system through a focus on a development culture around:
 - i. reflection and goal setting;
 - ii. professional practice and learning; and
 - iii. feedback and review.
 - (d) The performance management process should comprise the following cycle:
 - i. self-reflection;
 - ii. planning meeting;
 - iii. implementation and development; and
 - iv. review meeting.
- 53.4 The manner in which self-reflection will be done shall be entirely at the professional discretion of the Employee. There is no mandated template to complete during this stage.
- 53.5 Performance management processes should incorporate a variety of strategies and resources.

- 53.6 In managing substandard performance, the Director General, as the employing authority will:
- (a) employ and demonstrate a proper, relevant, unbiased and fair process;
 - (b) treat Employees fairly and consistently; and
 - (c) not impose an unreasonable workload burden on any Employee who is subject to a substandard performance process.
- 53.7 Where a change is proposed to the Employee Performance Policy, the Department will consult with the Union with a view to reaching agreement.
- 53.8 In the event that no agreement can be reached the matter may be referred in accordance with clause 51 - Dispute Settlement Procedure of this Agreement.

PART 14 MATTERS TO BE REFERRED THROUGH THE EMPLOYEE RELATIONS EXECUTIVE COMMITTEE (EREC)

EREC provides a high level forum to enable the Parties to monitor developments, consult and address strategic and operational issues, including those in Part 14, which affect the Department's Employees. The Parties acknowledge that decisions will continue to be made by the Employer, who is responsible and accountable to Government for the Department's effective and efficient operation.

54. PROFESSIONAL LEARNING

- 54.1 The Parties recognise the importance of providing professional learning opportunities to address the needs of the Department, individual Teachers and schools' leaders and this includes support for induction and the development of aspirant and existing school leaders and Teachers to deliver curriculum and pedagogy to suit the needs of students.
- 54.2 The Employer will provide Employees with access to training and professional development opportunities having regard for their operational requirements.
- 54.3 The Department recognises the importance of induction for Employees, both into the system and into workplaces.
- (a) The Department is committed to the provision of induction programs for Employees appointed to:
 - i. the teaching profession generally, including Graduate Teachers and Teachers who are new to the Department;
 - ii. school leadership positions;
 - iii. the Remote Teaching Service; and
 - iv. the school psychology service.
 - (b) Schools and other Department workplaces will have established induction programs for new Employees, with the level of experience of the new Employee being taken into account.
 - (c) The Institute of Professional Learning will provide guidelines and support for induction programs.
- 54.4 In relation to regional Employees, the Employer will ensure that regional Employees are offered job related training and professional learning opportunities within their local area or in another location. The Employer will cover all reasonable costs associated with these activities including; but not limited to the entitlements provided under clause 60 – Travelling Allowance of the Award.
- 54.5 The Department, through the Institute of Professional Learning, will continue to support Teachers, School Administrators, School Psychologists and other Employees covered by this Agreement to access professional learning.

The Institute will:

- (a) be focused on curriculum and pedagogy;
- (b) provide assistance to those schools identified as needing support;
- (c) be the academic home for collegiate principals; and
- (d) support beginning Teachers.

54.6 The Institute of Professional Learning will facilitate the provision of professional development in schools and networks of schools through:

- (a) promotion of the application of principles of best practice in the development and provision of professional learning opportunities for schools;
- (b) monitoring professional learning proposals for the purpose of ensuring adequacy and appropriate targeting;
- (c) continued identification and mapping of learning opportunities which support Teacher and Administrator career paths;
- (d) development and implementation of a comprehensive leadership development strategy;
- (e) provision of a comprehensive induction program for Graduate Teachers;
- (f) provision of a comprehensive induction program for the Remote Teaching Service;
- (g) development of other relevant professional learning opportunities for schools and networks of schools;
- (h) supporting and initiating research; and
- (i) ongoing consultation with all stakeholders including the Union regarding professional learning.

55. NATIONAL AND STATE GOVERNMENT INITIATIVES

55.1 The Parties commit to consulting on developments in National and State Government education initiatives through EREC.

55.2 EREC will consider establishing a mechanism for providing regular reports on developments related to National and State Government initiatives including those relating to Early Childhood Education. Particular consideration will be given to reporting where:

- (a) broad systemic change is being proposed;
- (b) new practices and procedures are required;
- (c) impact on the *School Education Act 1999* positions may occur; and
- (d) workload may increase including as part of a transition process.

55.3 The Department will develop in consultation with the Union appropriate transitional arrangements for Teachers working in the early childhood education area when mandated early childhood qualifications are introduced.

56. CLASS SIZES, INCLUSION, PHYSICAL AND OUTDOOR EDUCATION

56.1 Inclusion

In order to support the effective inclusion of students with special needs, adjustments may be made to class sizes within the available resources provided to each school and current guidelines.

56.2 Physical and Outdoor Education

- (a) The Parties acknowledge the Teacher/student ratios contained in the Outdoor Education – Recreation Activities: Procedures and Guidelines.
- (b) Change to the guidelines outlined in clause 56.2(a) will only be as agreed between the Parties.

57. INFORMATION AND COMMUNICATION TECHNOLOGY

- 57.1 The Parties acknowledge the importance of digital technologies in the world of education. Digital technologies provide tools to enhance learning, expand curriculum opportunities for students, support professional learning of educators, deliver access to curriculum support and assessment resources for educators, connect education communities and are the tools for many management systems in the Department.
- 57.2 Developing understanding of and proficiencies in the use of digital technologies is a necessity for our students if they are to be well prepared for the world of further education, training and to live and work successfully in a digital world.
- 57.3 Developing the capacity of educators to use digital technologies confidently for planning, preparation, teaching and assessment, as well as to support professional growth is essential.
- 57.4 The Parties remain committed to supporting the public school education system in effective use and management of information and communication technologies.
- 57.5 The Department is committed to monitoring and providing sufficient bandwidth in schools, both in a centrally provided capacity and local options for schools.
- 57.6 To enable schools to use digital technologies effectively in curriculum delivery and for operational purposes, the Department will ensure:
- (a) Technological infrastructure, including hardware, software and accessibility to internet functions is available to the system and with consideration of equitable access;
 - (b) Continuation of central management and support structures which would bring economies of scale for purchasing, avoid incompatibilities arising and lead to a more effective and efficient support system to schools;
 - (c) Reasonable responsiveness to the rapidly changing world of digital technologies;
 - (d) Professional learning is available to support capacity building in schools.
- 57.7 This means for Employees covered by this Agreement:
- (a) participating in professional learning to develop and build on understanding and skills in information and communication technology (ICT) and its integration into learning programs; and
 - (b) utilising the systemic online technologies and systems implemented by the Department to support teaching and learning programs, the administration of student information and the Department.
- 57.8 The Department agrees to quarterly meetings with the Union to discuss ICT issues. These meetings will form a subset of the EREC.

58. VOCATIONAL EDUCATION AND TRAINING

- 58.1 Vocational Education and Training (VET) delivered to Secondary schools has grown considerably since its inception in 1997 with approximately 70% of year 11 and year 12 students participating in some aspect of a VET Program. Schools are required to meet the reporting requirements of the *Standards for Registered Training Organisations (RTOs) 2015* and report Australian Vocational Education and Training Management Information Statistical Standard (AVETMISS) VET data through the School Curriculum and Standards Authority. Schools manage their VET responsibilities utilising a variety of structures in many ways, including through the appointment of a VET Coordinator.
- 58.2 Workplace Assessor or Training and Assessment (Certificate IV)
- The Parties agree to work together to ensure that where possible:

- (a) Teachers who are required to deliver VETiS have been given access and resources to gain the relevant delivery and assessment qualifications;
- (b) Teachers who currently hold the Certificate IV in Workplace Assessor have been given the opportunity to maintain or upgrade to the Certificate IV Training and Assessment qualification as required;
- (c) The Department, in consultation with the Union, will develop strategies to assist Teachers gain or maintain the necessary vocational competencies; and
- (d) Schools are supported in the planning for the delivery of VET in schools including supporting the development of appropriately qualified Teachers.

58.3 The Employer recognises the requirement for industry release time for VET Teachers and commits to:

- (a) monitoring and gathering data in 2020 on the expenditure of all schools in relation to industry release time;
- (b) providing the Union with a breakdown of the expenditure as gathered at clause 58.3(a) per school at the end of the 2021 school year; and
- (c) consulting with the Union regarding the specification of industry release time in the schools resourcing agreement.

59. ASBESTOS REMOVAL PROGRAM

- 59.1 The Parties recognise their obligations to promote and secure the safety and health of all Employees at work in accordance with the WHS Act or its replacement.
- 59.2 The Parties will continue to consult and collaborate on matters pertaining to the identified need to remove Asbestos Containing Materials (ACM) from Department workplaces as far as is practicable.
- 59.3 The Department will update and maintain policy and associated guidelines for the appropriate management of ACM in schools and Department workplaces, and will continue to consult with the Union on such changes.
- 59.4 The Parties will continue to collaborate on the management of the asbestos audit and the management of asbestos registers.

60. DESIGN AND TECHNOLOGY

- 60.1 The Parties recognise their obligations to promote and secure the safety and health of all Employees at work in accordance with the WHS Act or its replacement.
- 60.2 The Department will consult with the Union, regarding information, instruction, supervision, training and support for Design and Technology Teachers and relevant Heads of Department, Heads of Learning Areas and Program Coordinators.

61. EMPLOYEE WELLBEING – AMENITIES

- 61.1 The Parties agree that all new schools will be provided with separate toilet facilities for staff and students. It is also agreed that whenever the administration or staff facilities or toilet facilities at existing schools are upgraded, separate toilet facilities will be provided.
- 61.2 The Parties agree that all new schools will be provided with staff shower facilities at the time of construction. It is also agreed that staff shower facilities will be provided when administration or staff facilities or toilet facilities are upgraded at existing schools.

62. BUILDING INCLUSIVE SCHOOLS

- 62.1 Schools and other Department workplaces are committed to engaging all students in meaningful learning experiences, inclusive environments and achieving successful learning outcomes.
- 62.2 The Department commits to quarterly Education Support meetings between the Union, relevant delegates, the Executive Director, Statewide Services and other relevant Department officers.
- 62.3 When a student with special needs is enrolled, Teachers can expect that appropriate levels of support and professional learning can be accessed through the school and from other Department workplaces.
- 62.4 The Department commits to the principle of keeping documented plans as simple as is practicable. To this effect an agreed Framework for Documented Plans is at Schedule I – Framework for Documented Plans (IEP) of this Agreement.

63. STUDENT BEHAVIOUR MANAGEMENT

- 63.1 The Parties are committed to the continuation of the behaviour management and discipline strategy.
- 63.2 Appropriate resources will be provided to support the continuation of the strategy for the life of the Agreement.
- 63.2 The strategy provides for:
 - (a) targeted reduction in class sizes;
 - (b) funding for a minimum of 20 FTE Teacher Consultants, operating through schools, regions and networks;
 - (c) professional development for Teachers to develop skills and knowledge in behaviour management; and/or
 - (d) design and implementation of school based programs with provision of school based staff to support improved student behaviour and effective classroom management.

64. AUSTRALIAN CURRICULUM AND SUPPORT

- 64.1 The Department will support the continued implementation of the Australian Curriculum through the development of K-10 curriculum, planning and moderation support materials. This material will take the form of syllabus planning documents and assessment exemplars as well as the provision of support for moderation processes in and across schools.
- 64.2 The pre-primary to year 10 Western Australian curriculum is legislated for all schools in Western Australia. The support materials developed by School Curriculum Standards Authority as a result of the 2019 Agreement negotiations exemplify how the mandated curriculum can be taught and should be used by all teachers in WA.
- 64.3 Associated professional learning of up to half a day will be made available to Teachers on the release of new support materials, where such materials are relevant to the Teacher's current student cohort.
- 64.4 The Parties agree that any proposals in relation to the implementation of formative assessment/learning progressions, as per the National School Reform Agreement, will be adapted and adopted within the Western Australian context.

65. COMPLIANCE REDUCTION

65.1 Data Collection

- (a) Schools must have a self-assessment schedule developed in consultation with staff.
- (b) In accordance with subclause 9.6 of the Agreement, TOIL may be considered for teachers who are required to collect the same data:
 - (i) for multiple reasons or
 - (ii) from multiple sources within the same learning areas of student achievement.

65.2 (a) In a Secondary context this will vary from school to school and from subject to subject.

(b) In the Primary context multiple sources of data collection will mainly be the case in literacy and numeracy.

65.3 The Department commits to working with the Union to have a template for annual reports available for schools for 2023.

66. DEPLOYMENT OF SCHOOL EDUCATION ACT EMPLOYEES

66.1 The Department will consult with the Union should compliance with the Office of the Auditor General's Report 6 dated August 2011 called "Right Teacher, Right Place, Right Time: Teacher Placement in Public Schools" entail changes to placement practices with consequences for Employees.

66.2 Any new policies in relation to the deployment of Employees will be the subject of consultation between the Department and the Union.

66.3 Notwithstanding consultation being undertaken, the Parties acknowledge that the Director General cannot implement policies or practices that are inconsistent with:

- (a) the Department's strategic objectives and operational priorities; and
- (b) governing legislation, including Part 3B of the *Public Sector Management Act 1994* and Part 6, Division 3 - *School Education Act 1999*.

67. REPORTING

67.1 Schools will report formally on each student's achievements in accordance with the *Curriculum Assessment and Reporting Policy*.

67.2 Schools will report formally twice a year using the Department reporting template.

67.3 The Department will consult with the Union with a view to reaching agreement regarding any proposed changes to the Department reporting template.

67.4 Any matter in dispute can be dealt with in accordance with clause 51 – Dispute Settlement Procedure of this Agreement.

68. REGIONS AND NETWORKS

68.1 The Parties commit to a process of ongoing discussions through EREC with regard to the regions and networks including addressing workload issues if they arise and adequacy of support.

69. SCHOOL EDUCATION ACT STAFF CAREER STRUCTURE

- 69.1 The Parties recognise the importance of providing a meaningful career structure for Employees and are committed to the ongoing maintenance and development of career path opportunities.
- 69.2 As overseen by EREC, the Parties agree to work collaboratively in adopting a clear and systematic approach to ongoing development of career structures.
- 69.3 Awareness raising and mentoring initiatives and strategies will continue to support career path development and for the retention and attraction of School Education Act staff. Schools and networks will assist in making teaching staff aware of career path opportunities.
- 69.4 The Parties will continue to consult on the application and implementation of the National Teaching Standards for the purpose of Teacher career path development and other national initiatives which may impact on Teacher career paths.
- 69.5 The Department will monitor staffing profile flexibilities and consult with the Union if issues arise.

70. DELIVERY OF PUBLIC SECTOR SERVICES

- 70.1 The Government and Employers prefer the delivery of public services to be undertaken by Employees.
- 70.2 Only in exceptional circumstances, and following Government having considered the public interest, will work or functions currently undertaken by Employees be privatised or outsourced. Meaningful consultation will occur with the Union and affected Employees at the earliest possible opportunity.
- 70.3 If Government identifies work carried out by persons external to the Public Sector which can be returned to the Public Sector in line with its stated preference the Union will be consulted at the earliest opportunity.

71. REPORTING ON PERMANENCY LEVELS

- 71.1 The Department will provide the Union with system data on permanency levels annually.

72. WORK HEALTH AND SAFETY

- 72.1 The Department remains the Employer for the purpose of the WSH Act or its replacement. Principals are responsible for the implementation of the *Work Health and Safety Policy and Procedures* and matters within their control and available resources.
- 72.2 The Department shall continue its commitment to work health and safety in consultation with the SSTUWA through:
- (a) undertaking actions to champion safe and healthy workplaces with a focus on protective and preventative work health and safety strategies;
 - (b) developing evidence informed strategies and programs to address the mitigation and management of workplace injuries;
 - (c) demonstrating commitment to the health and wellbeing of Employees through the development of an Employee wellbeing plan;
 - (d) improving data management to inform risk assessments and assist in improving safety and minimising risk of injury;

- (e) undertaking training and development, including during induction processes, to ensure requirements for reducing risks are understood by management and Employees; and
- (f) ensuring the Department's procedures and work practices reflect current health and safety legislation, standards, codes of practice, guidance notes, agreements and guidelines.

72.3 While work health and safety matters may be referred to the EREC for monitoring and consultation, the resolution of safety or health issues arising in the workplace remain subject to the WHS Act.

73. HEALTH AND SAFETY REPRESENTATIVES RECORDS

73.1 The Employer shall maintain a Health and Safety Representative Register (Register).

73.2 The Register is to record the following information for each Health and Safety representative in the Department:

- (a) name;
- (b) work branch/division/school (as appropriate);
- (c) work location;
- (d) job title/occupation;
- (e) date of election as a Health and Safety representative; and
- (f) training details on completion of relevant work health and safety training courses, including initial and refresher training dates.

73.3 The Employer shall provide a copy of the Register to the Union every six months.

73.4 The Register is to be submitted to Government Sector Labour Relations on 31 January each year, for the previous year.

PART 15 SIGNATURE OF PARTIES TO THE AGREEMENT

SIGNATURES OF PARTIES

DEPARTMENT OF EDUCATION

Signed

W. Ledgers

2/8/2022

.....
[Director General] Signature

Date

Signed

J. Blue

2/8/2022

.....
[Witness] Signature

Date

STATE SCHOOL TEACHERS UNION OF W.A. (INCORPORATED)

Signed

Patricia Byrne

2nd Aug 2022

.....
[President] Signature

Date

Signed

Matthew

2nd Aug 2022

.....
[Witness] Signature

Date

PART 16 - SCHEDULES

SCHEDULE A - SALARIES

1. Employees will receive the following salary increases

- \$3130 or 3% annual salary (whichever is the greater) increase, effective on and from 6 December 2021; and
- \$3130 or 3% annual salary (whichever is the greater) increase, effective on and from 6 December 2022.

UNTRAINED TEACHERS

TABLE 1 - Salaries (Annual Rate)

Increment	Salary applicable as of 6 December 2021	Salary applicable as of 6 December 2022
1.1	\$59,191	\$62,321
1.2	\$62,071	\$65,201
1.3	\$65,111	\$68,241
1.4	\$68,314	\$71,444
1.5	\$71,697	\$74,827
1.6	\$75,267	\$78,397
1.7	\$81,890	\$85,020
1.8	\$88,950	\$92,080

TABLE 2 - Internal Relief Rates (paid by the hour)

Increment	Rate applicable as of 6 December 2021	Rate applicable as of 6 December 2022
1.8 (MIN)	\$53.13	\$55.00

TABLE 3 - Casual Rates inc. 20% loading in lieu of leave, other than leave that is expressly stated as applying to a Casual Employee, and allowances (paid by the hour)

Increment	Rate applicable as of 6 December 2021	Rate applicable as of 6 December 2022
1.1	\$35.36	\$37.23
1.2	\$37.08	\$38.95
1.3	\$38.89	\$40.76
1.4	\$40.81	\$42.68
1.5	\$42.83	\$44.70
1.6	\$44.96	\$46.83
1.7	\$48.92	\$50.79
1.8	\$53.13	\$55.00

TEACHERS

TABLE 4 - Salaries (annual rate)

Increment	Salary applicable as of 6 December 2021	Salary applicable as of 6 December 2022
2.1	\$75,267	\$78,397
2.2	\$81,890	\$85,020
2.3	\$88,950	\$92,080
2.4	\$92,157	\$95,287
2.5	\$95,491	\$98,621
2.6	\$98,954	\$102,084
2.7	\$102,553	\$105,683
2.8	\$106,293	\$109,482
2.9	\$110,260	\$113,568

TABLE 5 - Internal Relief Rates (paid by the hour)

Increment	Rate applicable as of 6 December 2021	Rate applicable as of 6 December 2022
2.1	\$44.96	\$46.83
2.2	\$48.92	\$50.79
2.3	\$53.13	\$55.00
2.4	\$55.05	\$56.92
2.5	\$57.04	\$58.91
2.6	\$59.11	\$60.98
2.7	\$61.26	\$63.13
2.8	\$63.49	\$65.40
2.9	\$65.86	\$67.84

TABLE 6 - Casual rates inc. 20% loading in lieu of leave, other than leave that is expressly stated as applying to a Casual Employee, and allowances (paid by the hour)

Increment	Rate applicable as of 6 December 2021	Rate applicable as of 6 December 2022
2.1	\$44.96	\$46.83
2.2	\$48.92	\$50.79
2.3	\$53.13	\$55.00
2.4	\$55.05	\$56.92
2.5	\$57.04	\$58.91
2.6	\$59.11	\$60.98
2.7	\$61.26	\$63.13
2.8	\$63.49	\$65.40
2.9	\$65.86	\$67.84

SENIOR TEACHERS

TABLE 7 - Salaries (annual rate)

Increment	Salary applicable as of 6 December 2021	Salary applicable as of 6 December 2022
ST	\$114,422	\$117,854

TABLE 8 - Internal Relief Rates (paid by the hour)

Increment	Rate applicable as of 6 December 2021	Rate applicable as of 6 December 2022
ST	\$68.35	\$70.40

TABLE 9 - Casual rates inc. 20% loading in lieu of leave, other than leave that is expressly stated as applying to a Casual Employee, and allowances (paid by the hour)

Increment	Rate applicable as of 6 December 2021	Rate applicable as of 6 December 2022
ST	\$68.35	\$70.40

LEVEL 3 CLASSROOM TEACHERS

TABLE 10 - Salaries (annual rate)

Increment	Salary applicable as of 6 December 2021	Salary applicable as of 6 December 2022
3.1	\$118,746	\$122,308
3.2	\$122,185	\$125,850

TABLE 11 - Internal Relief Rates (paid by the hour)

Increment	Rate applicable as of 6 December 2021	Rate applicable as of 6 December 2022
3.1	\$70.93	\$73.06
3.2	\$72.99	\$75.18

TABLE 12 - Casual Rates inc. 20% loading in lieu of leave, other than leave that is expressly stated as applying to a Casual Employee, and allowances (paid by the hour)

Increment	Rate applicable as of 6 December 2021	Rate applicable as of 6 December 2022
3.1	\$70.93	\$73.06
3.2	\$72.99	\$75.18

SCHOOL ADMINISTRATORS**TABLE 13 - Salaries (annual rate)**

Increment	Salary applicable as of 6 December 2021	Salary applicable as of 6 December 2022
3.1	\$122,185	\$125,850
3.2	\$126,955	\$130,763
3.3	\$130,284	\$134,192
3.4	\$133,704	\$137,715
4.1	\$137,518	\$141,644
4.2	\$141,006	\$145,236
4.3	\$144,498	\$148,833
4.4	\$146,256	\$150,644
5.1	\$149,479	\$153,963
5.1A*	\$151,181	\$155,717
5.2	\$154,261	\$158,889
5.3	\$159,055	\$163,826
5.4	\$160,812	\$165,636
6.1	\$167,054	\$172,065
6.2	\$172,310	\$177,479
6.3	\$176,630	\$181,928
6.4	\$178,388	\$183,739

*Deputy Principals of High and Senior High Schools with an enrolment of greater than 600 students may progress to 5.1A

TABLE 14 - Internal Relief Rates (paid by the hour)

Increment	Rate applicable as of 6 December 2021	Rate applicable as of 6 December 2022
3.1	\$72.99	\$75.18
3.2	\$75.84	\$78.11
3.3	\$77.82	\$80.16
3.4	\$79.87	\$82.26
4.1	\$82.15	\$84.61
4.2	\$84.23	\$86.76
4.3	\$86.31	\$88.90
4.4	\$87.36	\$89.99
5.1	\$89.29	\$91.97
5.1A*	\$90.31	\$93.02
5.2	\$92.15	\$94.91
5.3	\$95.01	\$97.86
5.4	\$96.06	\$98.94
6.1	\$99.79	\$102.78
6.2	\$102.93	\$106.02
6.3	\$105.51	\$108.67
6.4	\$106.56	\$109.76

TABLE 15 – Casual rates inc. 20% loading in lieu of leave, other than leave that is expressly stated as applying to a Casual Employee, and allowances (paid by the hour)

Increment	Rate applicable as of 6 December 2021	Rate applicable as of 6 December 2022
3.1	\$72.99	\$75.18
3.2	\$75.84	\$78.11
3.3	\$77.82	\$80.16
3.4	\$79.87	\$82.26
4.1	\$82.15	\$84.61
4.2	\$84.23	\$86.76
4.3	\$86.31	\$88.90
4.4	\$87.36	\$89.99
5.1	\$89.29	\$91.97
5.1A*	\$90.31	\$93.02
5.2	\$92.15	\$94.91
5.3	\$95.01	\$97.86
5.4	\$96.06	\$98.94
6.1	\$99.79	\$102.78
6.2	\$102.93	\$106.02
6.3	\$105.51	\$108.67
6.4	\$106.56	\$109.76

EDUCATION OFFICERS**TABLE 16 - Salaries (annual rate)**

Increment	Salary applicable as of 6 December 2021	Salary applicable as of 6 December 2022
1.1	\$86,531	\$89,661
1.2	\$91,013	\$94,143
1.3	\$95,488	\$98,618
1.4	\$99,969	\$103,099
1.5	\$104,445	\$107,578
1.6	\$108,964	\$112,233
1.7	\$112,384	\$115,756
2.1	\$121,350	\$124,991
2.2	\$125,670	\$129,440
2.3	\$130,526	\$134,441
3.1	\$135,855	\$139,931
3.2	\$139,187	\$143,363
3.3	\$142,520	\$146,796

SCHOOL PSYCHOLOGISTS**TABLE 17 - Salaries (annual rate)**

Increment	Salary applicable as of 6 December 2021	Salary applicable as of 6 December 2022
1.1	\$80,182	\$83,312
1.2	\$84,659	\$87,789
1.3	\$89,142	\$92,272
2.1	\$93,617	\$96,747
2.2	\$98,091	\$101,221
2.3	\$105,352	\$108,513
2.4	\$110,043	\$113,344
2.5	\$114,305	\$117,734
2.6	\$118,578	\$122,135
SPSY1	\$127,750	\$131,582
SPSY2	\$130,490	\$134,404
Lead School Psychologist	\$140,599	\$144,817

SWIMMING INSTRUCTORS

TABLE 18 – Hourly Rate of Pay (inc. 20% loading in lieu of leave, other than leave that is expressly stated as applying to a Casual Employee, and allowances)

Classification	Rate applicable as of 6 December 2021	Rate applicable as of 6 December 2022
<u>Vacation Swimming</u>		
Instructor Level 1 360 lessons or less	\$34.41	\$36.31
Deputy Level 1 360 lessons or less	\$34.41	\$36.31
Water Safety Officer Level 1 360 lessons or less	\$34.41	\$36.31
Instructor Level 2 361 – 1499 lessons	\$35.39	\$37.29
Deputy Level 2 361 – 1499 lessons	\$35.39	\$37.29
Water Safety Officer Level 2 361 – 1499 lessons	\$35.39	\$37.29
Instructor Level 3 1500 or more lessons	\$37.02	\$38.92
Deputy Level 3 1500 or more lessons	\$37.02	\$38.92
Water Safety Officer Level 3 1500 or more lessons	\$37.02	\$38.92
Centre Supervisor 1 - 5 staff	\$40.38	\$42.28
Centre Supervisor 6 – 10 staff	\$45.01	\$46.91
Centre Supervisor 11+ staff	\$48.51	\$50.41
Regional Advisor	\$48.51	\$50.41
<u>In-Term Swimming</u>		
Instructor Level 1 360 lessons or less	\$31.70	\$33.60
Deputy Level 1 360 lessons or less	\$31.70	\$33.60
Water Safety Officer Level 1 360 lessons or less	\$31.70	\$33.60
Instructor Level 2 361 – 1499 lessons	\$32.59	\$34.49
Deputy Level 2 361 – 1499 lessons	\$32.59	\$34.49
Water Safety Officer Level 2 361 - 1499 lessons	\$32.59	\$34.49
Instructor Level 3 1500 or more lessons	\$34.09	\$35.99
Deputy Level 3 1500 or more lessons	\$34.09	\$35.99
Water Safety Officer Level 3 1500 or more lessons	\$34.09	\$35.99
Centre Supervisor 1 - 5 staff	\$37.17	\$39.07
Centre Supervisor 6 – 10 staff	\$41.41	\$43.31
Centre Supervisor 11+ staff	\$44.62	\$46.52
Regional Advisor	\$44.62	\$46.52

SPECIALLY ORGANISED CLASS (SOC) TEACHERS

TABLE 19 - Hourly Rate of Pay inc. 20% loading in lieu of leave, other than leave that is expressly stated as applying to a Casual Employee, and allowances (paid by the hour)

Classification	Rate applicable as of 6 December 2021	Rate applicable as of 6 December 2022
Instructor	\$50.19	\$52.09
Pianist - accompanist	\$35.73	\$37.63

CANNING COLLEGE

TABLE 20 – Casual hourly rate of pay inc. 20% loading in lieu of leave, other than leave that is expressly stated as applying to a Casual Employee, and allowances (paid by the hour)

The following rate applies to:

- (a) casual lecturers as their hourly rate of pay (Inc. 20% loading in lieu of leave and allowances); and
- (b) for other Employees, for each additional hour worked above the minimum attendance hours.

Classification	Rate applicable as of 6 December 2021	Rate applicable as of 6 December 2022
Casual lecturers	\$93.66	\$96.47

SCHEDULE B - BAND AND SPECIAL RESPONSIBILITY ALLOWANCE

Band or Special Responsibility Allowances	Rate
Band 1	
Responsible for school bus services (1-5 buses)	\$607 per annum
Special Responsibility Allowance 1	
Band 2	
Responsible for school bus services (6-10 buses) Or Teachers in Education Support Centres, Schools and Teachers who teach eligible students with disabilities in Department endorsed education support programs.	\$1213 per annum
Special Responsibility Allowance 2	
Band 3	
Responsible for school bus services (11-15 buses) Or Employee engaged in supervisory duties at residential wings	\$1820 per annum
Special Responsibility Allowance 3	
Band 4	
Responsible for school bus services (16 or more buses) Or Principal of a school with residential wing	\$2428 per annum
Special Responsibility Allowance 4	

SCHEDULE C - COUNTRY AND METROPOLITAN TEACHING PROGRAMS

Employees in Bands A, B, C and D of the Country Teaching Program will receive the following allowances:

COUNTRY TEACHING PROGRAM	
BAND A - \$13,730 PER ANNUM	
<u>REGION</u>	<u>School</u>
GOLDFIELDS/ESPERANCE	EAST KALGOORLIE PS
	LEONORA DHS
	MENZIES COMMUNITY SCHOOL
KIMBERLEY	DERBY DHS
	EAST KIMBERLEY COLLEGE
MIDWEST	CUE PS
	MEEKATHARRA DHS
	MT MAGNET DHS
	MULLEWA DHS
	YALGOO PS
PILBARA	CASSIA ESC
	ROEBOURNE DHS
	SOUTH HEDLAND PS

COUNTRY TEACHING PROGRAM	
BAND B – \$10,210 PER ANNUM	
<u>REGION</u>	<u>SCHOOL</u>
GOLDFIELDS/ESPERANCE	NORSEMAN DHS
	BOULDER PS
	COOLGARDIE PS
	EASTERN GOLDFIELDS ESC
	KALGOORLIE BOULDER CHS
	KALGOORLIE SCHOOL OF THE AIR
	LEINSTER PS
	O'CONNOR ESC
	SOUTH KALGOORLIE PS
KIMBERLEY	BROOME PS
	BROOME SHS

COUNTRY TEACHING PROGRAM	
BAND B – \$10,210 PER ANNUM	
<u>REGION</u>	<u>SCHOOL</u>
	CABLE BEACH PS
	KIMBERLEY SCHOOL OF THE AIR
MIDWEST	CARNARVON COMMUNITY COLLEGE
	MORAWA DHS
	PERENJORI PS
	THREE SPRINGS PS
PILBARA	BALER PS
	CASSIA PS
	HEDLAND SHS
	NEWMAN PS
	NEWMAN SHS
	NORTH TOM PRICE PS
	PANNAWONICA PS
	PARABURDOO PS
	PORT HEDLAND SCHOOL OF THE AIR
	SOUTH NEWMAN PS
	TOM PRICE PS
	TOM PRICE SHS
	WICKHAM PS
WHEATBELT	SOUTHERN CROSS DHS
	AVONVALE PS

COUNTRY TEACHING PROGRAM	
BAND C – \$8,020 PER ANNUM	
<u>REGION</u>	<u>SCHOOL</u>
SOUTHWEST	BORDEN PS
	GAIRDNER PS
	GREENBUSHES PS
	JERRAMUNGUP DHS
	MT MANYPEAKS PS
	SOUTH STIRLING PS

	TAMBELLUP PS
	WELLSTEAD PS
	AMAROO PS
	COLLIE SHS
	DJIDI DJIDI ABORIGINAL SCHOOL
	FAIRVIEW PS
	WILSON PARK PS
	YARLOOP PS
	MANJIMUP ESC
	MANJIMUP PS
GOLDFIELDS/ ESPERANCE	ESPERANCE SHS ESC
	JERDACUTTUP PS
	MUNGLINUP PS
	ONGERUP PS
	SALMON GUMS PS
	SCADDAN PS
	CASCADE PS
	EASTERN GOLDFIELDS COLLEGE
	GRASS PATCH PS
	HANNANS PS
	KAMBALDA PS
	KAMBALDA WEST DHS
	KALGOORLIE PS
	LAKE KING PS
	NORTH KALGOORLIE PS
	NULSEN PS
	O'CONNOR PS
	RAVENSTHORPE DHS
KIMBERLEY	ROEBUCK PS
WHEATBELT	BEACON PS
	BENCUBBIN PS
	CADOUX PS
	DALWALLINU DHS
	GOOMALLING PS

	KALANNIE PS
	KELLERBERRIN DHS
	KOORDA PS
	MECKERING PS
	MOORINE ROCK PS
	MUKINBUDIN DHS
	NAREMBEEN DHS
	NORTHAM SHS
	QUAIRADING DHS
	TAMMIN PS
	WEST NORTHAM PS
	WUNDOWIE PS
MID WEST	BADGINGARRA PS
	BEACHLANDS PS
	BINNU PS
	BUNTINE PS
	CARNAMAH DHS
	CARNARVON SCHOOL OF THE AIR
	CERVANTES PS
	COOROW PS
	ENEABBA PS
	EXMOUTH DHS
	LATHAM PS
	LEEMAN PS
	MINGENEW PS
	MORAWA – WA COLLEGE OF AGRICULTURE
	RANGEWAY PS
	SHARK BAY SCHOOL
	WAGGRAKINE PS
	YUNA PS
PILBARA	DAMPIER PS
	KARRATHA PS
	KARRATHA SHS
	MILLARS WELL PS

	PEGS CREEK PS
	PORT HEDLAND PS
	TAMBREY PS
WHEATBELT	AVONVALE ESC
	BALLIDU PS
	BRAESIDE PS
	BROOKTON DHS
	EAST NARROGIN PS
	HYDEN PS
	KATANNING PS
	KATANNING SHS
	KONDININ PS
	NARROGIN PS
	NEWDEGATE PS
	PINGRUP PS
	TINCURRIN PS
	WAGIN DHS

COUNTRY TEACHING PROGRAM	
BAND D - \$5000 PER ANNUM	
<u>REGION</u>	<u>SCHOOL</u>
BUNBURY	CAREY PARK PS
	HARVEY SHS
	NEWTON MOORE SHS
	MAIDENS PARK PS
MID WEST	ALLENDALE PS
	BLUFF POINT PS
	CHAMPION BAY SENIOR HIGH SCHOOL
	GERALDTON SENIOR HIGH SCHOOL
	JURIEN BAY DHS
	HOLLAND ST SCHOOL
	NORTHAMPTON DHS
SOUTH WEST	BRUNSWICK JUNCTION PS
WHEATBELT	CENTRAL MIDLANDS SHS

CTP GRANDPARENT PROVISION

Schools in the following table were excluded from the Country Teaching Program in the *School Education Act Employees' (Teachers and Administrators) Agreement 2008* as a result of the application of the criteria prescribed at Schedule D – Country and Metropolitan Teaching Program Criteria of this Agreement. Allowances for Employees working in these schools on 18 December 2008 will continue to be paid for as long as that Employee remains in the school.

CTP GRANDPARENT PROVISION
BABAKIN PS
CONDINGUP PS
DANDARAGAN PS
GNOWANGERUP DHS
LAKE GRACE DHS
MEEKATHARRA SCHOOL OF THE AIR
MERREDIN SHS (Merredin Community College)
NARROGIN SHS
NORTH MERREDIN PS (Merredin Community College)
SOUTH MERREDIN PS (Merredin Community College)
TRAYNING PS
WATHEROO PS

METROPOLITAN TEACHING PROGRAM	
BAND A - \$3000 PER ANNUM	
REGION	SCHOOL
SOUTH METROPOLITAN	ARMADALE SHS
	ARMADALE SHS ESC
	ASHBURTON DRIVE PS
	BELMONT CITY COLLEGE
	BRAMFIELD PARK PS
	BROOKMAN PS
	CALISTA PS
	CARCOOLA PS
	CECIL ANDREWS SHS

METROPOLITAN TEACHING PROGRAM	
BAND A - \$3000 PER ANNUM	
REGION	SCHOOL
	CHALLIS EARLY CHILDHOOD EDUCATION CENTRE
	CHALLIS PS
	COODANUP COMMUNITY COLLEGE
	COOLBELLUP COMMUNITY SCHOOL
	COOLOONGUP PS
	DUDLEY PARK PS
	EAST MADDINGTON PS
	EAST WAIKIKI PS
	FORRESTFIELD PS
	GILMORE COLLEGE
	GOSNELLS PS
	GREENFIELDS PS
	GROVELANDS PS
	GWYNNE PARK PS
	HALLS HEAD COMMUNITY COLLEGE ESC
	HAMILTON SHS
	HILTON PS
	KENWICK SCHOOL
	LEDA ESC
	LEDA PS
	MADDINGTON PS
	MALIBU SCHOOL
	MANDURAH PS
	MANDURAH HIGH SCHOOL
	MEDINA PS
	NEERIGEN BROOK PS
	NORTH PARMELIA PS
	ORELIA PS
	PINJARRA SHS
	RIVERSIDE ESC
	RIVERSIDE PS

METROPOLITAN TEACHING PROGRAM	
BAND A - \$3000 PER ANNUM	
REGION	SCHOOL
	ROCKINGHAM SHS
	ROCKINGHAM SHS ESC
	SEAFORTH PS
	SOUTHERN RIVER COLLEGE
	SOUTHWELL PS
	TRANBY PS
	WARNBRO CHS ESC
	WAROONA DHS
	WESTFIELD PARK PS
	YULE BROOK COLLEGE
NORTH METROPOLITAN	BALGA PS
	BALGA SHS
	BOYARE PS
	CLAYTON VIEW PS
	DRYANDRA PS
	GIRRAWHEEN SHS
	HUDSON PARK PS
	KOONDOOLA PS
	LOCKRIDGE PS
	LOCKRIDGE SHS
	MIDDLE SWAN PS
	MIDVALE PS
	MIRRABOOKA SHS
	MOORDITJ NOONGAR COMMUNITY COLLEGE
	NORTH BALGA PS
	ROSEWORTH ESC
	ROSEWORTH PS
	SWAN VIEW SHS
	WADDINGTON PS
	WARRIAPENDI PS
	WESTMINSTER ESC
	WESTMINSTER JPS
	WESTMINSTER PS
	TWO ROCKS PS
	YANCHEP SECONDARY COLLEGE

METROPOLITAN TEACHING PROGRAM BAND B – GRANDPARENT PROVISION - \$ 2,000 PER ANNUM	
<u>REGION</u>	<u>SCHOOL</u>
SOUTH METROPOLITAN	QUEENS PARK PS
	SAFETY BAY SHS
	JOHN TONKIN COLLEGE

SCHEDULE D - COUNTRY AND METROPOLITAN TEACHING PROGRAM CRITERIA

COUNTRY TEACHING PROGRAM ELIGIBILITY CRITERIA

Inclusion of schools in the Country Teaching Program is based on a point score that is determined by applying the following criteria:

1. Eligibility

Subject to the following, all rural and remote schools are considered for inclusion in the enhanced Country Teaching Program and awarded one point:

- in recognition of Teachers appointed to less sought-after locations, the following areas will have their total points discounted by 25%:
 - recognised as regional centres with a population greater than 10,000 inhabitants, i.e. Geraldton, Hedland, Kalgoorlie/Boulder and Karratha;

or

with a coastal or near-coastal location.

2. Socio-Economic Index (SEI)

Points are allocated as follows:

SEI	POINTS
50.00 – 75	5
75.01 – 85	4
85.01 – 96	2
96.01 and above	NIL

3. Locality Allowance

Points are allocated as follows:

DISTRICTS	POINTS
5 AND 6	3
3 AND 4	2
1 AND 2	1
No regional allowance	NIL

4. Transfer Points

These points recognise Teachers serving in schools less preferred on the basis of geographical location, available infrastructure, access to major population centres, and/or the SEI – accordingly higher transfer points are awarded than for schools in preferred locations.

5. Allocation to Country Teaching Program Bands

Schools are assigned to the relevant bands according to the total points awarded under the criteria as follows:

COUNTRY TEACHING PROGRAM BAND	Points range
A	8.0 points or more that are not in the remote teaching service
B	6.0 to 7.9 points
C	4.0 to 5.9 points

6. Eligibility for Band D

All country schools not in Band A, B or C of the Country Teaching Program are eligible for consideration for inclusion in Band D.

Eligibility for inclusion in Band D is based solely on the SEI and is described in the table below:

COUNTRY TEACHING PROGRAM BAND	Points range
D	Schools with a SEI <93.0 (Primary)
	Schools with a SEI <96.5 (Secondary)

Metropolitan Teaching Program Criteria

Inclusion of schools in the METROPOLITAN TEACHING PROGRAM is based on the application of the following criteria:

1. Eligibility

All schools in education districts within the metropolitan area, including the country schools in each district, were considered for inclusion.

2. Socio-Economic Index (SEI)

Schools with a SEI < 93.0 (Primary) and < 96.5 (Secondary) are considered for inclusion.

SCHEDULE E - REMOTE TEACHING SERVICE ALLOWANCES

Employees in the Remote Teaching Service will receive the following allowances:

R1 \$ 20,870 PER ANNUM	
<u>REGION</u>	<u>SCHOOL</u>
GOLDFIELDS/ESPERANCE	BLACKSTONE CAMPUS NEA RCS
	JAMESON CAMPUS NEA RCS
	KIWIRRKURRA CAMPUS NEA RCS
	TJIRRKARLI CAMPUS NEA RCS
	TJUKURLA CAMPUS NEA RCS
	TJUNJUNJARRA RCS
	WANARN CAMPUS NEA RCS
	WARAKURNA CAMPUS NEA RCS
	WARBURTON RANGES CAMPUS NEA RCS
	WINGELLINA CAMPUS NEA RCS
KIMBERLEY	JUNGDRANUNG RCS
	KALUMBURU RCS
	WANANAMI RCS
MID WEST	YULGA JINNA RCS
	BURRINGURRAH RCS
PILBARA	JIGALONG RCS

R2 \$ 18,120 PER ANNUM	
<u>REGION</u>	<u>SCHOOL</u>
GOLDFIELDS/ESPERANCE	COSMO NEWBERRY RCS
	MT MARGARET RCS
	MULGA QUEEN COMMUNITY
	WILUNA RCS
	*YINTARRI RCS
KIMBERLEY	BAYULU RCS
	DAWUL RCS
	DJUGERARI RCS
	LA GRANGE RCS
	LOOMA RCS
	MULUDJA RCS
	NGALAPITA RCS
	ONE ARM POINT RCS
WANGKATJUNGKA RCS	
MID WEST	PIA WDJARRI RCS
	*SANDSTONE PS
PILBARA	NGURRAWAANA RCS
	YANDEYARRA RCS

R3 \$ 15,370 PER ANNUM	
<u>REGION</u>	<u>SCHOOL</u>
GOLDFIELDS/ESPERANCE	LAVERTON SCHOOL
KIMBERLEY	FITZROY VALLEY DHS
	HALLS CREEK DHS

	WYNDHAM DHS
MID WEST	GASCOYNE JUNCTION RCS
	USELESS LOOP PS
PILBARA	MARBLE BAR PS
	NULLAGINE PS
	ONSLOW PS

* School currently closed

SCHEDULE F - REMOTE TEACHING SERVICE SCHOOLS AND MAIN CENTRES

REMOTE SCHOOL	MAIN CENTRE
Burringurrah Gascoyne Junction Pia Wadjarri Yulga Ginna	Carnarvon
Useless Loop	Carnarvon/Geraldton
Jigalong Yandeyarra Nullagine Ngurrawaana Marble Bar Onslow	Karratha/Port Hedland
La Grange One Arm Point	Broome
Blackstone Jameson Kiwirrkurra Tjirrkarli Tjukurla Wanarn Warakurna Warburton Ranges Wingellina	Kalgoorlie/Alice Springs
Cosmo Newberry Laverton School Mount Margaret Tjuntjunjarra Wiluna Yintarri	Kalgoorlie
Dawul Jungdranung Kalumburu Halls Creek	Kununurra
Bayulu Djugerari Looma Muludja Ngalapita Wananami Wangkatjunga	Derby/Kununurra/Broome

SCHEDULE G - GUIDELINES FOR THE ESTABLISHMENT AND OPERATION OF WORKLOAD ADVISORY COMMITTEES

Purpose	<ul style="list-style-type: none"> • To provide a forum to discuss, and where possible resolve, workload-related issues. • To provide a mechanism to resolve grievances on workload-related issues before going to the formal grievance stage. • To enable School Education Act staff to participate in school decision making in respect to workload, Teachers' hours, timetabling. • To provide advice to the principal on how to use school resources to address workload issues. It is recognised the principal has ultimate responsibility and authority for the operation of the school, including the allocation of resources, timetables and allocation of work.
Composition of committee	Equal numbers of School Administrators, including the principal, and elected SEA staff, including a SSTUWA representative. Gender representation is essential.
Meetings and procedure	<ul style="list-style-type: none"> • Meetings once or twice per term, or as required. • Meetings may be held in school time; however, any Teacher relief will be funded by the school. • Agendas jointly prepared and circulated prior to meetings to allow consultation among staff members. • Minutes of meetings kept and circulated to staff.
Grievances	WACS may be used as part of the informal stage of dealing with workload-related grievances in the workplace. Meetings may be arranged to consider such matters and must be consistent with the grievance resolution procedures and held within prescribed timeframes.
Matters dealt with by Workload Advisory Committees	<p>The WAC can compile a list of administrative and other tasks Teachers currently perform. It is recognised that many of these tasks are necessary to the efficient running of schools and are system requirements. The WAC may review these tasks with a view to recommending the deletion or modification of the tasks that are unnecessary or inefficient.</p> <ul style="list-style-type: none"> • Curriculum improvement planning, curriculum framework, outcomes and standards framework and reporting. • School development plans and planning. • Use and allocation of DOTT time. • Timetabling and allocation of Teachers to classes. • Duties associated with senior Teacher, special responsibility allowance and level 3 classroom Teacher. • Professional development of staff. • Information technology. • Performance management and accountability. • Teacher collaboration. • Duty of care considerations. • Extra school activities and programs. • Implications for schools of Department initiatives. • Duties associated with senior Teacher, special responsibility allowance and level 3 classroom Teacher.

SCHEDULE H - NAMED SENIOR COLLEGES AND CAMPUSES

For the purposes of clause 19 - Flexible Operation of Secondary Schools, the following Senior Colleges and Campuses are named:

- Mindarie Senior College
- Seven Oaks Senior College
- Manea Senior College
- Geraldton Senior College
- Eastern Goldfields College
- Canning College
- North Lake Senior Campus
- Cyril Jackson Senior Campus

SCHEDULE I - FRAMEWORK FOR DOCUMENTED PLANS (IEP)

“Documented Plans” is an umbrella term used to describe a range of ways of catering for the educational needs of individual or smaller groups of students with identified needs.

A Documented Plan is primarily a teaching and learning planning document. The Documented Plan identifies short to medium educational outcomes.

The starting point for consideration of any individualisation of the education program is the Teacher’s whole-of-class program.

A Teacher will use their professional judgement to evaluate which parts of their current whole-of-class program facilitate teaching and learning for students with particular needs before planning and implementing something different for an individual student or small groups.

The purpose of this framework is to provide clarity for Teachers developing Documented Plans. The framework is supported by complementary guidelines. It is anticipated that the school, supported by School Psychologists and state-wide services, will guide decision-making in relation to identified issues.

- 1 Documented plans are student centred. They focus on students’ strengths and educational needs and built on current knowledge and skills.
- 2 A Documented Plan must be realistic, practical and readily understood by Teachers, support staff and parents.
- 3 Documented Plans may take a variety of forms, including Individual Education Plans (IEP), Individual Behaviour Plans (IBP), Individual Transition Plans (ITP) and Risk Management Plans (RMP). A Documented Plan may apply to an individual or a small group with similar educational needs.
- 4 Many students with a special need or learning difficulty do not require a detailed Documented Plan. Simpler versions of Documented Plans will often suffice in mainstream classes for individuals and smaller groups.
- 5 Documented plans accompany the student to other educational settings.
- 6 The Documented Plan will be developed by the Teacher. Consultation will occur with parents, other staff, service providers and where possible students, as appropriate.
- 7 A Documented Plan is a record of education plans in relation to a student or a group of students. Adjustments in the Documented Plan should be reviewed periodically and based on data gathered.
- 8 The Documented Plan needs to be kept as simple as possible. While addressing the needs of the student(s), due consideration is given to Teacher workload.
- 9 Timelines and review dates are set wherever possible and roles and responsibilities designated.
- 10 Occupational safety and health issues should be considered and where relevant should be identified in the Documented Plan.

SCHEDULE J - CHANGE IN PARTIES TO THE AGREEMENT

The *School Education Act Employees' (Teachers and Administrators) General Agreement 2019* (AG 10 of 2020), as replaced by this Agreement, included the Principals' Federation of Western Australia amongst the named parties.

The Principals' Federation of Western Australia is not a named party to this Agreement.