

**SOUTH AUSTRALIAN  
EDUCATION STAFF  
(GOVERNMENT PRESCHOOLS,  
SCHOOLS AND TAFE)  
ENTERPRISE AGREEMENT 2006**

**File No. 1787 of 2006**

**This Agreement shall come into force on and  
from 23 March 2006 and have a life extending  
until 31 March 2008.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE  
AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR  
WORK ACT 1994.



DATED 23 MARCH 2006.

\_\_\_\_\_  
COMMISSION MEMBER



***SOUTH AUSTRALIAN  
EDUCATION STAFF  
(GOVERNMENT  
PRESCHOOLS, SCHOOLS  
AND TAFE) ENTERPRISE  
AGREEMENT 2006***

**1. Title**

1.1 The name of this Enterprise Agreement is the South Australian Education Staff (Government Preschools, Schools and TAFE) Enterprise Agreement 2006.

**2. Parties Bound**

- 2.1 This Enterprise Agreement shall apply to and be binding on:
  - 2.1.1 Chief Executive, Department for Administrative and Information Services on behalf of the Department of Education and Children’s Services, and the Department of Further Education, Employment, Science and Technology (“the employer”) in respect of employees bound by this Agreement;
  - 2.1.2 The Australian Education Union – South Australian Branch (“the AEU”);
  - 2.1.3 The Public Service Association of South Australia Incorporated (“the PSA”); and
  - 2.1.4 Employees employed in the classifications in this Agreement.

**3. Duration**

- 3.1 This Enterprise Agreement commences on the date approved by the Industrial Relations Commission of South Australia and will continue in force until 31 March 2008.
- 3.2 This Enterprise Agreement replaces the South Australian Education Staff (Government Preschools, Schools and TAFE) Certified Agreement 2005, certified on 7 November 2005 and which will nominally expire on 31 March 2008.

**4. Arrangement**

4.1 This Enterprise Agreement is arranged as follows.

<i>Clause and Subject matter</i>	<i>Page Number</i>
<b>1. Title</b> .....	<b>2</b>
<b>2. Parties Bound</b> .....	<b>2</b>
<b>3. Duration</b> .....	<b>2</b>
<b>4. Arrangement</b> .....	<b>2</b>
<b>5. Definitions</b> .....	<b>4</b>
<b>6. Awards</b> .....	<b>5</b>
<b>7. General - Cross Sector Flexibility</b> .....	<b>5</b>
<b>8. General - Family Carer’s Leave</b> .....	<b>6</b>
<b>9. General - Integrated Sites</b> .....	<b>6</b>
<b>10. General - Notification of Change</b> .....	<b>6</b>
<b>11. General - Paid Maternity Leave and Paid Adoption Leave</b> .....	<b>7</b>
<b>12. General – Cultural Leave</b> .....	<b>8</b>
<b>13. General - Procedures for Preventing and Settling Industrial Disputes</b> .....	<b>8</b>
<b>14. General – Family and Flexible Work Options</b> .....	<b>10</b>
<b>15. General – Australian Workplace Agreements</b> .....	<b>10</b>
<b>16. General – Continuous Improvement</b> .....	<b>11</b>
<b>17. General – Salary Packaging</b> .....	<b>11</b>
<b>18. General – Wages and Salary</b> .....	<b>11</b>

19.	General – Unions .....	12
20.	Preschool - Early Childhood Workers (ECWs) .....	13
21.	Preschool – Staffing on Enrolment .....	14
22.	Preschool – Director Classifications .....	14
23.	Preschool – Fair and Reasonable Treatment – Workload .....	14
24.	Preschool – Advanced Skills Teacher 2 (AST 2) .....	14
25.	School and Preschool – Additional Leadership Administration Time.....	14
26.	School and Preschool – Advanced Skills Teacher 1 (AST 1).....	15
27.	School and Preschool – Consultative Arrangements for Officers in Non-School Based Sites .....	15
28.	School and Preschool – Consultation at District Level.....	15
29.	School and Preschool - Officers under section 9(4) of the Education Act or section 12(1) of the Children’s Services Act.....	15
30.	School and Preschool – Non-Teaching Staff – Minimum Hours of Engagement.	15
31.	School and Preschool – Recruitment and Selection of Staff.....	15
32.	School - Advanced Skills Teacher 2 (AST 2) .....	15
33.	School – Fair and Reasonable Treatment – Workload.....	16
34.	School – Behaviour Management .....	16
35.	School and Preschool - Country Incentives .....	17
36.	School – Early Years .....	17
37.	School – Administration Time .....	17
38.	School - Officers On Secondment .....	18
39.	School - Personnel Advisory Committee (PAC) .....	18
40.	School - School Services Officers (SSOs) .....	20
41.	School – Special Schools .....	30
42.	School – Allocation of Basic Teacher Instruction Time (BTIT) .....	30
43.	School - Recruitment and Selection of Teaching Staff.....	31
44.	School – Swimming and Aquatic Instructors .....	31
45.	TAFE – Review Principles.....	31
46.	TAFE – Fair and Reasonable Treatment – Workload .....	32
47.	TAFE – Managing Lecturer Workload .....	33
48.	TAFE - Employment Conditions .....	34
49.	TAFE - Hourly Paid Instructors - Minimum Payment .....	35
50.	TAFE - Hourly Paid Instructors - Visiting Specialist.....	35
51.	TAFE – Hourly Paid Instructors .....	35
52.	TAFE – Lecturer and Lecturer Assistant .....	36
53.	TAFE – Educational Manager .....	36
54.	TAFE – New Directors.....	36
55.	TAFE - Institute Directors - Essential Qualifications.....	36
56.	TAFE – Institute Directors.....	37
57.	TAFE - Lecturers’ Loss of Non-Attendance Days .....	37
58.	TAFE – Consultative Processes .....	37
59.	TAFE – Workforce Development .....	38
60.	No Extra Claims Commitment.....	39
61.	Negotiation of a Subsequent Agreement .....	39
62.	Signatories.....	40
Schedule 1.	Wages and Salary Rates .....	41
Schedule 1.1	Teacher Classifications .....	41
Schedule 1.2	Aboriginal Education Worker Classifications - Full Time.....	44
Schedule 1.3	School Services Officers Classifications - Full Time.....	45
Schedule 1.4	Pre-school Teaching Staff Classifications .....	46

<b>Schedule 1.5</b>	<b>Early Childhood Worker Classifications .....</b>	<b>47</b>
<b>Schedule 1.6</b>	<b>TAFE Classifications.....</b>	<b>48</b>
<b>Schedule 1.7</b>	<b>Swimming and Aquatic Instructors.....</b>	<b>50</b>
<b>Schedule 1.8</b>	<b>Band 2 Promotional Classification Guidelines .....</b>	<b>51</b>
<b>Schedule 1.9</b>	<b>School Size and Complexity Score (SSACS).....</b>	<b>60</b>
<b>Schedule 2.</b>	<b>Country Incentives .....</b>	<b>64</b>
<b>Schedule 2.1</b>	<b>Country Incentives Until 2002 (incl.).....</b>	<b>64</b>
<b>Schedule 2.1</b>	<b>Appendix 1A - List of Designated Schools .....</b>	<b>67</b>
<b>Schedule 2.1</b>	<b>Appendix 1B - List of Country Schools Showing Base Plus Isolation Points .....</b>	<b>68</b>
<b>Schedule 2.2</b>	<b>Schools and Preschools – Country Incentives From 2003 (incl.) .....</b>	<b>70</b>
<b>Schedule 2.2</b>	<b>Appendix 3A – Country Zones.....</b>	<b>73</b>
<b>Schedule 3.</b>	<b>Advanced Skills Teacher 1 (AST1).....</b>	<b>78</b>
<b>Schedule 4.</b>	<b>Recruitment and Selection of Teaching Staff .....</b>	<b>80</b>
<b>Schedule 5.</b>	<b>TAFE – Workforce Development .....</b>	<b>94</b>
<b>Appendix A.</b>	<b>Commitment .....</b>	<b>98</b>

## **5. Definitions**

5.1 The following words shall have the meaning specified unless the context otherwise provides.

- “Act” means the Fair Work Act 1994.
- “AEU” means the Australian Education Union and includes the AEU South Australian Branch.
- “PSA” means the Public Service Association of South Australia Incorporated.
- “DECS” means the Department of Education and Children’s Services.
- “DFEEST” means the Department of Further Education, Employment, Science and Technology.
- “Departments” means the Department of Education and Children’s Services and the Department of Further Education, Employment, Science and Technology.
- “Early Childhood Worker” means an employee engaged and classified as such.
- “employer” means the employer bound by this Agreement.
- “Hourly Paid Instructor” means:
- a) in relation to persons employed pursuant to the Education Act 1972, a person employed as such pursuant to the Education Act 1972 to carry out duties for a prescribed number of hours and period of time; and
  - b) in relation to persons employed pursuant to the Technical and Further Education Act 1975, a person appointed as such and paid on an hourly basis pursuant to Section 9(6) of the Technical and Further Education Act 1975;
- “Special Authority” means a person employed for teaching who has not gained registration as a teacher in accordance with the *Teachers Registration and Standards Act 2004*.

- “Personnel Advisory Committee” means the Personnel Advisory Committee established within a school from time to time under this Enterprise Agreement.
- “site” means a pre-school, school, TAFE Institute, integrated site, or other location at which employees are employed.
- “Site manager” means the most senior person at a site.
- “State Award” means:
- a) In relation to school teachers the Teachers (DECS) Award
  - b) In relation to school services officers the School Services Officers (Government Schools) Award
  - c) In relation to pre-school teachers the Pre-School (Kindergarten) Teaching Staff Award
  - d) In relation to early childhood workers the Early Childhood Worker Award
  - e) In relation to aboriginal education workers the Aboriginal Education Workers (DETE) Award
  - f) In relation to TAFE teaching staff, lecturer assistants and TAFE management classifications the TAFE (Educational Staff) Interim Award.
- “TAFE” refers to a business unit of the Department of Further Education, Employment, Science and Technology to which the Technical and Further Education Act 1975 applies.

## **6. Awards**

- 6.1 This Enterprise Agreement is to be read in conjunction with the following State awards:
- 6.1.1 Teachers (DECS) Award
  - 6.1.2 School Services Officers (Government Schools) Award
  - 6.1.3 Pre-School (Kindergarten) Teaching Staff Award
  - 6.1.4 Early Childhood Worker Award
  - 6.1.5 Aboriginal Education Workers (DETE) Award
  - 6.1.6 TAFE (Educational Staff) Interim Award
- 6.2 This Enterprise Agreement prevails to the extent of any inconsistency with the provisions of the State awards.
- 6.3 Appendix A (updated to reflect agreement between the parties) to this Enterprise Agreement details the commitment the Department of Education, Training and Employment provided to the Australian Industrial Relations Commission on 31 October 2000. The Appendix is to be read in conjunction with this Enterprise Agreement and will not be changed except by agreement between the parties.

## **7. General - Cross Sector Flexibility**

- 7.1 The Departments and the AEU and the PSA will cooperate in arrangements designed to ensure the improved provision of educational pathways for students

which involve the transfer of staff between the pre-school, school or TAFE sectors.

- 7.2 Prior to giving effect to a transfer between sectors the Departments will provide the employee with written confirmation detailing the salary provisions, employment conditions, rights or entitlements which the employee will receive or maintain.

## **8. General - Family Carer's Leave**

- 8.1 Employees may access up to five working days paid sick leave entitlement (in addition to the existing special leave provisions) in any one year to provide support for a family member. Members of a person's family will include a spouse, child, parent, any other member of the person's household or any other person who is dependent on the person's care as defined in the *Fair Work Act 1994*.
- 8.2 This access is available if all of the following conditions are satisfied:
- 8.2.1 Employee must have responsibility for the care of the family member.
- 8.2.2 Employee must declare that the period of absence was necessary and unavoidable.
- 8.2.3 Production of satisfactory evidence of sickness of the family member, if requested in accordance with the employer's leave management policy.

## **9. General - Integrated Sites**

- 9.1 The employer will consult with the AEU and the PSA and with persons employed within a site where the site is proposed to become an integrated site, including in relation to leadership positions. An integrated site is where a preschool becomes part of a school or where a school or part of a school becomes integrated with a TAFE Institute, or part of a TAFE Institute.
- 9.2 Where a site integrates teaching staff (ie. pre-school with school, or school with TAFE) to create a single teaching cohort and the AEU and the employer have agreed the hours of work arrangement to apply to such a teaching cohort, the terms of such agreement shall apply as if incorporated into this Enterprise Agreement, provided that this clause will not exclude either of the AEU or the employer from applying to vary this clause to remove any uncertainty in the operation of this clause to give effect to any agreement.
- 9.3 In the event the AEU, and the PSA (where applicable) and the employer do not reach agreement, any one may apply to the Industrial Relations Commission of South Australia to vary, with respect to an integrated site, the ordinary hours of work provisions in the TAFE (Education Staff) Interim Award and/or the Pre-school (Kindergarten) Teaching Staff Award.
- 9.4 A joint DECS, AEU and PSA working party will be established to develop agreed protocols in relation to staffing of integrated sites to be completed by 31 December 2005.

## **10. General - Notification of Change**

- 10.1 Where the employer at a Departmental level has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees the employer

shall notify the employees who may be affected by the proposed changes and their union or unions.

- 10.2 “Significant effects” include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have a significant effect.
- 10.3 The employer shall discuss with the employees affected and their union or unions, among other things, the introduction of changes referred to in sub-clause 10.1 of this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union(s) in relation to the changes.
- 10.4 The discussions shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in sub-clause 10.1 of this clause.
- 10.5 For the purposes of such discussion the employer shall provide to the employees concerned and their union(s), all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matter likely to affect employees; provided that the employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer’s interests.

## **11. General - Paid Maternity Leave and Paid Adoption Leave**

- 11.1 An employee who applied for and was granted maternity leave or adoption leave commencing on or after 1 September 2005 will, in respect of the whole or part of leave occurring on or after the date of such operation, be entitled to the benefits provided by this clause as if this clause was in force at the time of having commenced to take such leave.
- 11.2 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, is entitled to twelve (12) weeks paid maternity leave.
- 11.3 Subject to this clause, an employee, other than a casual employee, who has completed 12 months of continuous service before taking custody of an adopted child is entitled to twelve (12) weeks paid adoption leave.
- 11.4 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
  - 11.4.1 The total of paid and unpaid leave is not to exceed 52 calendar weeks in relation to the employee’s child. For the purposes of this clause, child includes children of a multiple birth/adoption;
  - 11.4.2 An employee will be entitled to twelve (12) weeks paid maternity, or paid adoption leave at full pay or 24 weeks at half pay, or any combination of full or half pay.

- 11.4.3 This leave will be paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 11.5 Part-time employees will have the same entitlements as full time employees on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- 11.6 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.
- 11.7 For the purposes of this clause, "12 months continuous service" will be taken to include service where the employee has been employed for each of the terms or semesters (as applicable) during the 12 month period immediately preceding the birth of the child or taking custody of an adopted child.

## **12. General – Cultural Leave**

- 12.1 A maximum of 15 days special leave with pay in any one calendar year may be approved by the relevant Chief Executive or delegate to enable Aboriginal employees to meet cultural responsibilities according to the agreed definitions and criteria (as may be varied from time to time by agreement with the AEU). The agreed definitions and criteria will be included in relevant DECS and DFEEST policy documents.
- 12.2 Such leave will form part of the normal special leave with pay entitlement.
- 12.3 Special leave without pay may also be approved. A maximum of 12 months will normally apply, provided that the relevant Chief Executive, on advice from the Executive Director, Aboriginal Education and Employment Services, or relevant position in DFEEST, may consider applications in excess of 12 months where special circumstances exist.

## **13. General - Procedures for Preventing and Settling Industrial Disputes**

- 13.1 The parties to this Enterprise Agreement will make every endeavour to facilitate the effective functioning of this procedure.
- 13.2 This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to work performance.
- 13.3 Without prejudice to either party, and except where a bona fide health and safety issue is involved, work should continue, without disruption by means of industrial action, on a status quo basis while matters in dispute are being dealt with in accordance with these procedures. "On a status quo basis" shall mean the work situation in place at the time the matter was first raised in accordance with this procedure.

- 13.4 Any grievances, industrial disputes, or matters (including matters the subject of this Agreement) likely to create an industrial dispute arising under this Enterprise Agreement should be dealt with in the following manner:
- 13.4.1 The employee representative(s) who are parties to this Enterprise Agreement will advise the staff at each worksite of the name(s) of the representative(s) responsible for consultation on matters arising on the job.
- 13.4.2 Any staff member with a dispute is able to:
- a) seek a personal resolution by raising the matter with the person responsible for the dispute;
  - b) raise it directly with the site manager; or
  - c) raise it with the employee representative who shall raise the matter with the most immediate site manager.
- 13.5 If requested by the site manager, the subject of the dispute shall be put in writing, so far as is reasonably practicable.
- 13.6 The site manager shall endeavour to resolve the dispute and in the case of schools, may refer the dispute to the Personnel Advisory Committee for advice.
- 13.7 The matter shall be addressed as soon as possible either by way of an agreed resolution or by negotiating an agreed method and timeframe for proceeding.
- 13.8 If the matter is not resolved at this level the employee or employee representative should ask for it to be referred to the Executive Director, Strategic Human Resources Management and Organisational Development (or delegate) or Institute Director (or delegate) (as appropriate) who shall arrange a conference to discuss the matter.
- 13.9 For matters which have not been resolved at the worksite level, or for matters beyond the worksite level, the following procedures shall be used:
- 13.9.1 The parties or their representatives should notify each other in writing of the name of their nominated representatives, if any, who would be responsible for seeking resolution to matters which cannot be resolved at the worksite.
- 13.9.2 The employee representative(s) or the representative(s) of the other parties thus accredited will be the only person(s) entitled to make representations on behalf of the employee(s).
- 13.9.3 The employer representative(s) thus accredited will be responsible for dealing with matters raised by the employee representatives or other parties.
- 13.9.4 When a matter is referred to the Executive Director, Strategic Human Resources Management and Organisational Development (or delegate) or Institute Director (or delegate) (as appropriate) a conference of the relevant parties shall be called to discuss the matter. When a matter is referred to an employee representative, that person shall refer it to the Executive Director, Strategic Human Resources Management and Organisational Development (or delegate) or Institute Director (or delegate) (as appropriate) who shall call a conference as described.
- 13.9.5 The conference shall be commenced within 48 hours of the dispute or likely dispute having been referred to the Executive Director, Strategic

Human Resources Management and Organisational Development (or delegate) or Institute Director (or delegate) (as appropriate) or within such longer or shorter period as may be agreed by the parties.

- 13.10 At any stage in the procedure after consultation between the parties has taken place, in accordance with the procedure, either party may request, and be entitled to receive a response to its representations within a reasonable time, as may be agreed upon between the parties.
- 13.11 When a dispute is not resolved in accordance with this procedure, the matter may be referred to the Industrial Relations Commission of South Australia by any party to both the dispute and to this Enterprise Agreement, for conciliation and if not resolved, for arbitration.
- 13.12 If there is undue delay on the part of any party in responding to the matter creating a dispute or likely dispute, the party complaining of the delay may take the matter to another level of the procedure if the party believes it is desirous to do so.
- 13.13 In the event of a party failing to observe this procedure, the other party may take such steps as determined necessary to resolve the matter.
- 13.14 This procedure will not restrict the employer or its representative(s) or a duly authorised official of a union or representative of an employee making representations to each other.

#### **14. General – Family and Flexible Work Options**

- 14.1 The flexible utilisation of the provision for up to 15 days special leave with pay per annum will apply as specified in DECS HR04 – Special Leave with Pay and Leave Management in Schools – Teachers, as may be varied from time to time.
- 14.2 Flexible utilisation of the provision for up to 15 days special leave with pay per annum will apply to relevant TAFE employees in accordance with DFEEST policy, which will be developed by DFEEST, in consultation with the AEU, during the life of this Enterprise Agreement. The policy will be consistent with the relevant Commissioner’s Standards.

#### **15. General – Australian Workplace Agreements**

- 15.1 Any Australian Workplace Agreement (AWA) offered during the life of this Enterprise Agreement will be in terms not less favourable than this Enterprise Agreement.
- 15.2 Any AWA offered during the life of this Enterprise Agreement shall have the same nominal expiry date as this Enterprise Agreement.
- 15.3 Any offer of an AWA made during the life of this Enterprise Agreement shall be accompanied by an information statement clarifying that:
  - the offer is being made because of a Federal Government requirement;
  - employment/continued employment is not conditional upon acceptance of an AWA;
  - advice in relation to the AWA is available to union members from the AEU and PSA; and
  - the employee is entitled to reject the AWA in which case they shall continue to be covered by the terms of this collective agreement.

- 15.4 The employer will advise any employee or prospective employee of their right to appoint a Bargaining Agent, including any Union which is party to this Enterprise Agreement.
- 15.5 Acceptance of an AWA will not be required of any employee.
- 15.6 In the event funding arrangements under the *Skilling Australia's Workforce Act 2005* require a change to the provisions of this clause, the parties will seek to vary this Enterprise Agreement accordingly, pursuant to the *Fair Work Act 1994*.

## **16. General – Continuous Improvement**

- 16.1 The parties agree to:
  - 16.1.1 Continuous improvement of the outcomes of the employer's programs through use of quality assurance processes in all worksites;
  - 16.1.2 Cooperation in a process of workplace reform, including implementing best practice models, appropriate reorganisation of work and classification mix in schools, through consultation;
  - 16.1.3 Increasing the quality of the outcomes of the employer's programs through a process of continuous improvement;
  - 16.1.4 Undertake responsibility for delivering agreed outcomes of Enterprise Bargaining;
  - 16.1.5 Strategies to deliver efficiencies to the employer will have regard to training and development opportunities for employees.

## **17. General – Salary Packaging**

- 17.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place.
  - 17.1.1 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Enterprise Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement.
  - 17.1.2 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into a SSA.
  - 17.1.3 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this Enterprise Agreement in the event the employee immediately becomes employed by that employer party), the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

## **18. General – Wages and Salary**

- 18.1 "Schedule 1: Wages and Salary Rates" forms part of this Enterprise Agreement.

- 18.2 Subject to this clause, the employer shall, on and from the dates specified in *Schedule 1: Wages and Salary Rates*, pay to the employees in the classifications listed the salaries set out therein applicable to the classification of the position held by that employee.
- 18.3 The salary and wage increases recognise all past productivity and efficiency improvements, including local management policies or programmes, and those introduced or implemented before the nominal expiry date of this Enterprise Agreement.
- 18.4 School Based Aboriginal Education Workers will be paid at a rate as specified in Schedule 1.2 of this Enterprise Agreement.
- 18.5 Swimming and Aquatic Instructors will be paid at a rate as specified in Schedule 1.7 of this Enterprise Agreement.
- 18.6 The salary and any allowances payable in respect of a person employed on less than a full time basis will be *pro rata* the salary applicable to a person having the same classification engaged on a full time basis, provided that:
- 18.6.1 where a person is engaged as an Hourly Paid Instructor, the person will be paid the rate applicable to that classification appearing in Schedule 1.1;
- 18.6.2 where a person is engaged as an Hourly Paid Instructor or as an Invigilator within a TAFE Institute, the person will be paid the rate applicable to that classification appearing in Schedule 1.6;
- 18.6.3 where a person is engaged to work a number of hours, the hourly rate will be calculated based on the following formula: annual salary to be multiplied by 6 and divided by 313, that answer to be divided by 37.5; and
- 18.6.4 where, at the commencement of this Enterprise Agreement, a person is in receipt of a salary greater than the salary payable, pursuant to this Agreement, for the classification applicable to the person, the salary will, while the person holds that position, be “pegged” until such time as the person ceases to hold that position or the salary does not exceed the salary payable pursuant to this Enterprise Agreement.

## **19. General – Unions**

- 19.1 Unions play an important role in the conduit of information between employees (in so far as they are union members) and management and vice versa about employment matters. It is vital to the effective operation of the Personnel Advisory Committee (PAC), consultative provisions, dispute settling procedures and other elements of the Enterprise Agreement that employees are informed of their rights and responsibilities and that the employer is promptly informed of any employee grievances or concerns.
- 19.2 It is recognised that the AEU and PSA assist effective workplace relations by facilitating such communication and that the smooth and effective operation of this Enterprise Agreement depends on the employees being adequately represented in relation to their employment entitlements.
- 19.3 Adequate facilities will be provided by the employer for use by the AEU and PSA and their members for the posting of notices related to matters covered by this Enterprise Agreement.

- 19.4 Section 140 of the *Fair Work Act 1994*, (Powers of Officials of Employee Associations), as varied from time to time, will apply with respect to matters covered by this Enterprise Agreement.

## **20. Preschool - Early Childhood Workers (ECWs)**

### **20.1 Permanency**

- 20.1.1 DECS, in consultation with the AEU and PSA, will revise the existing conversion to permanency criteria for ECWs to have application to ECWs who work across clusters and districts.
- 20.1.2 The revised criteria will encompass the intent of the conversion to permanency criteria used for Special Education SSOs employed across clusters and districts.
- 20.1.3 ECWs may be employed across clusters and districts to facilitate permanency.
- 20.1.4 The Permanency Working Party will apply the revised criteria when converting ECWs to permanency.
- 20.1.5 Conversion of eligible ECWs, as described in clause 20.1.1, to permanency will commence operation from not later than the commencement of term 2 of the 2006 school year.

### **20.2 Casual Employment**

- 20.2.1 A casual ECW is one engaged and paid as such provided that:
- a) the employee is employed for not more than 15 hours per week; or
  - b) the engagement is for a period not exceeding two school terms; or
  - c) the ordinary hours to be worked are to vary from week to week irrespective of the span of hours or the period of engagement.
- 20.2.2 A casual ECW is entitled to a monetary loading and is not entitled to any paid leave entitlements of any sort (except special leave at the discretion of the employer; and any long service leave entitlement) nor payment for public holidays not worked.
- 20.2.3 A casual ECW is entitled to be paid fortnightly in arrears an hourly rate for each hour worked and a twenty per cent loading.

### **20.3 Classifications**

- 20.3.1 DECS, in consultation with the AEU and PSA, will determine those ECW classifications which align with SSO classifications.
- 20.3.2 Subject to agreement between the parties, this alignment will be implemented from the commencement of the 2006 school year.
- 20.3.3 Those ECW classifications that align with SSO classifications will be entitled to SSO conditions of employment including, but not restricted to:
- a) Salary loadings;
  - b) Time Bank;
  - c) Overtime;
  - d) Study Leave.

- 20.3.4 During the life of the Enterprise Agreement, a joint DECS, AEU and PSA working party will be established to develop ECW finance and other relevant Position Information Documents (PIDS).
- 20.3.5 As a consequence of these processes, there will be no conversion of trained teacher time for ECW time and the staff-pupil ratio during session times will be retained.

## **21. Preschool – Staffing on Enrolment**

- 21.1 A joint DECS and AEU working party will be established to develop a model to enable staffing of preschools on enrolment. The working party will report on its findings by 28 February 2006.
- 21.2 Subject to agreement between the parties, staffing of preschools on enrolment will be implemented from the commencement of the 2007 school year.

## **22. Preschool – Director Classifications**

- 22.1 DECS, in consultation with the AEU, will review:
- 22.1.1 the classification criteria for Preschool Director positions to recognise the implementation of local management;
  - 22.1.2 other matters including tenure and salary maintenance for tenure of appointment which may entail a change in location to another preschool.
- 22.2 This review will be completed by 30 November 2005.
- 22.3 Subject to agreement between the parties, the outcome of the review will be implemented from the commencement of the 2006 school year.
- 22.4 From the commencement of the 2006 school year, the salaries for Preschool Directors will be aligned as follows:
- a) Preschool Director 1 (PSD1) to Assistant Principal 1
  - b) Preschool Director 2 (PSD2) to Principal Class 1 (PC01)
  - c) Preschool Director 3 (PSD3) to Principal Class 2 (PC02).
- 22.5 The salaries giving effect to this alignment are set out in Schedule 1.4 of this Enterprise Agreement.

## **23. Preschool – Fair and Reasonable Treatment – Workload**

- 23.1 During the life of this Enterprise Agreement, a joint DECS, AEU and PSA working party will be established to develop appropriate provisions to address “Fair and Reasonable Treatment – Workload” in preschools. Regard will be had to the provisions applying in schools.

## **24. Preschool – Advanced Skills Teacher 2 (AST 2)**

- 24.1 During the life of this Enterprise Agreement, DECS will trial the AST 2 criteria in preschools.

## **25. School and Preschool – Additional Leadership Administration Time**

- 25.1 DECS will provide for preschool and school leadership administration time to be indexed to not exceed \$10.550M in 2006, \$11.025M in 2007 and \$11.466M in 2008, school years.

25.2 Clause 41.3 of this Enterprise Agreement provides for leadership administration time for special schools and those special education units that have a student enrolment.

**26. School and Preschool – Advanced Skills Teacher 1 (AST 1)**

26.1 DECS will introduce the AST 1 level for preschools from the commencement of the 2007 school year.

26.2 DECS will review the revised eligibility requirements and assessment processes for all AST 1 appointments as outlined in Schedule 3 of this Enterprise Agreement.

**27. School and Preschool – Consultative Arrangements for Officers in Non-School Based Sites**

27.1 During the life of this Enterprise Agreement, DECS will consult with the AEU and PSA (where applicable) regarding the establishment of Personnel Advisory Committees in non-school based sites to which teachers or seconded teachers are appointed. Such Committees will have regard to the role and function of PACs as they exist in schools.

**28. School and Preschool – Consultation at District Level**

28.1 DECS, in consultation with the AEU and PSA, will develop appropriate consultative arrangements at the District level by 30 April 2006.

**29. School and Preschool - Officers under section 9(4) of the Education Act or section 12(1) of the Children’s Services Act**

29.1 Only the provisions relating to conditions of employment as set out in the “DECS Policy HR10 – South Australian Seconded Teachers Conditions, Policies and Procedures Document”, as may be varied from time to time, apply to officers employed under conditions similar to the PSM Act and who do not have a written contract of employment.

**30. School and Preschool – Non-Teaching Staff – Minimum Hours of Engagement**

30.1 From the commencement of the 2006 school year, non-teaching staff will be employed for a minimum shift period of 2 hours.

30.2 Non-teaching staff will not be required to work two or more shift periods in any one day unless agreed by the employee.

**31. School and Preschool – Recruitment and Selection of Staff**

31.1 During the life of this Enterprise Agreement, a joint DECS, AEU and PSA (as applicable) working party will be established to develop strategies for local selection of SSOs in schools and staff in preschools.

**32. School - Advanced Skills Teacher 2 (AST 2)**

32.1 Teachers in the following classifications are eligible to apply to be assessed at the level of Advanced Skills Teacher Level 2 (AST 2):

- a) an Advanced Skills Teacher Level 1 (AST 1); or
- b) a teacher or substantive Key Teacher (fall back) in their final year of tenure in a Band 2 or Band 3 classification; or

- c) a substantive Key Teacher (fall back) who is not in a Band 2 or Band 3 classification.
- 32.2 An eligible teacher will be assessed in accordance with the procedure(s) and the criteria as agreed from time to time between the Chief Executive, DECS and the AEU and published from time to time by DECS.
- 32.3 An eligible teacher who is assessed as satisfying the AST 2 criteria will be entitled to be paid at the level of AST 2 commencing on and from the first duty day in the year following the year in which the eligible teacher is assessed.
- 32.4 DECS will develop support materials for the agreed AST 2 criteria.
- 32.5 The AST 2 assessment process, based on the agreed criteria, will be trialled in the 2006 school year.
- 32.6 Those teachers who have been assessed as satisfying the criteria during the 2006 trial will be deemed to have met the criteria for AST 2 appointment from the commencement of the 2007 school year.
- 32.7 General applications for AST 2 will be received from the commencement of the 2007 school year.

### **33. School – Fair and Reasonable Treatment – Workload**

- 33.1 An individual staff member may raise concerns regarding excessive workload directly through the Personnel Advisory Committee (PAC). Matters which may specifically be of concern include the level of non-instruction time, class size, yard and bus duty, meeting attendance, administration and leadership time, extra-curricula activities and general duties as they relate to non-teaching staff.
- 33.2 In considering the grievance the PAC will take into consideration the balance of workload for the individual as well as the comparative workload of other staff.
- 33.3 The matter should be addressed expeditiously and, in any case, within five working days of written notification of the grievance either by way of an agreed resolution or by negotiating an agreed method or time frame for proceeding.
- 33.4 Should the grievance not be resolved with the PAC, the aggrieved may elect to use the grievance procedure contained in this Enterprise Agreement.

### **34. School – Behaviour Management**

- 34.1 A joint DECS, AEU and PSA working party will be established to conduct a review of Behaviour Management strategies in schools to be completed by 30 November 2005.
- 34.2 The review will focus on, but will not necessarily be restricted to:
  - a) Where appropriate, the allocation of additional staffing resources to schools.
  - b) Professional development of all staff.
  - c) A target group of year 6 to 10 students.
- 34.3 Implementation of the review outcome will commence in the 2006 school year and extend over the life of this Enterprise Agreement.
- 34.4 DECS will allocate a cost not exceeding a total of \$10M for this purpose over the life of this Enterprise Agreement.

### **35. School and Preschool - Country Incentives**

- 35.1 “Schedule 2.1: Country Incentives to 2002 (incl.)” forms part of this Enterprise Agreement.
- 35.1.1 The provisions contained in Schedule 2.1 to this Enterprise Agreement apply to any teacher having service of the kind specified in Schedule 2.1.
- 35.2 “Schedule 2.2: Country Incentives from 2003 (incl.)” forms part of this Enterprise Agreement.
- 35.2.1 The provisions contained in Schedule 2.2 to this Enterprise Agreement apply to Teachers (defined as a Band 1, 2 or 3 teacher in Schedule 2.1 of this Agreement), Temporary Teachers employed for a continuous period of no less than 20 days, Preschool Teachers and Preschool Directors employed in a school or preschool listed within the Country Zones specified in Schedule 2.2.
- 35.3 Despite this clause, a teacher who is, or may become, subject to the provisions of this clause 35 may agree, in writing with DECS, to a modified scheme of country incentives to apply in respect of that teacher. In that event, that agreed scheme will apply to that teacher as if incorporated into this Enterprise Agreement, and despite the other provisions of this clause 35.
- 35.4 During the life of this Enterprise Agreement, a joint DECS, AEU and PSA working party will be established to investigate the recruitment and retention of SSOs in Zone 5 schools.
- 35.5 During the life of this Enterprise Agreement, DECS will investigate the payment of removal expenses to SSOs transferring or being recruited to Zone 5 schools for contracts greater than 1 school term.

### **36. School – Early Years**

- 36.1 From the commencement of the 2006 school year the following reductions in class sizes will apply:
- Index of disadvantage category 4: 5 students per class in Years R-2 (based on February enrolment only).
  - Index of disadvantage category 5, 6 and 7: 2 students per class in Years R-2 (based on February enrolment only).
- 36.2 A consequential flow on to SSO and TRT allocations will apply from the commencement of the 2006 school year.
- 36.3 During the life of this Enterprise Agreement, the above staffing allocations will apply as at February of each year only. Subsequently, the formulae as per the Staffing Allocation Document 1999 or as may be varied from time to time, will apply.

### **37. School – Administration Time**

- 37.1 During the life of this Enterprise Agreement, a joint DECS and AEU working party will be established to conduct a review of Band 2 and Band 3 administration time in schools.

### **38. School - Officers On Secondment**

- 38.1 The conditions of employment for officers of the teaching service who are seconded (“seconded officers”) will be as per the DECS Policy HR10 – South Australian Seconded Teachers Conditions, Policies and Procedures Document, as may be varied from time to time.
- 38.2 Despite clause 6.9 of the Teachers (DECS) Award, seconded officers to carry out duties under the direction of professional officers engaged in administration or supervision of education will be paid an allowance in accordance with the allowance applicable to the level specified as applying to the position:
  - 38.2.1 Level 1 - An allowance of 4.75 per cent per annum of the teacher incremental Step 6 in *Schedule 1.1: Wages and Salary Rates* of this Enterprise Agreement in addition to substantive salary provided that the substantive salary plus allowance does not exceed the salary prescribed for a PC01.
  - 38.2.2 Level 2 - An allowance at a rate so as to provide remuneration at the salary of PC02.
  - 38.2.3 Level 3 - An allowance at a rate to provide remuneration at the salary of PC03.

### **39. School - Personnel Advisory Committee (PAC)**

- 39.1 Each school will establish a Personnel Advisory Committee (PAC) comprised of the following membership:
  - 39.1.1 the Principal (or nominee);
  - 39.1.2 a nominee elected by AEU members at the school;
  - 39.1.3 an equal opportunity representative elected by all staff at the school, and
  - 39.1.4 a member of the non-teaching staff, elected by non-teaching staff at the school, who will participate only when the PAC is to deal with matters pertaining to non-teaching staff.
- 39.2 The PAC will advise the Principal in relation to human resource matters, including the development of the human resource profile.
- 39.3 The employer will in all cases, except where it is not practicable because of the nature or urgency of the matter, consult with the PAC at a school in relation to the deployment of staff within that school and the utilisation of the staffing complement provided to the school by DECS.
- 39.4 The PAC may advise the Principal on a matter referred to it pursuant to clause 13.6 of this Agreement.
- 39.5 In relation to any proposal to alter the staffing configuration (as compared with the document entitled “*Staffing Allocation Document 1999*”):
  - 39.5.1 the proposal must be referred by the Principal to the PAC;
  - 39.5.2 the PAC will consult with the relevant staff affected by such proposal; and
  - 39.5.3 if agreed by the PAC, such proposal may be implemented.
- 39.6 The PAC will have regard to the Personnel Advisory Committee Handbook.

39.7 Where the AEU and DECS agree changes from time to time to the PAC Handbook, the terms of each such change will apply and the PAC Handbook will be taken to have been amended accordingly.

### 39.8 PAC Handbook

39.8.1 The following clauses will also be included in the PAC Handbook to have effect from the commencement of the 2006 school year:

#### “Non-Instruction Time (NIT)

Schools are provided with teaching staff through the normal allocation process, as described in the Staffing Allocation Document (SAD), to allow for the provision of NIT for classroom teachers.

The total NIT allocation for a school will enable, on average, a NIT allocation of 9.5% for teachers of primary aged students, 15% for teachers of years 8 to 11 and 17% for teachers of year 12. The expectation is that schools will use this allocation for teachers to be provided with NIT to support a range of professional activities including:

- preparation of lessons;
- assessment of student’s work;
- report writing;
- curriculum development.

In determining teachers’ workload, the PAC will consider a range of factors including:

- allocation of NIT;
- class size and complexity;
- specific relevant characteristics of the teaching duties;
- yard duty;
- other duties and responsibilities undertaken by the teacher;
- involvement in whole of school activities;
- negotiated personal development and growth plans.

It would be reasonable to expect each period of NIT to be a minimum of one lesson and in any case not less than 30 minutes.

Schools are able to utilise other components of their allocation, such as Flexible Initiative Resourcing (FIR), to provide an additional NIT allocation to individual teachers.

Teachers who may have grievances that emerge from the allocation of NIT process are able to discuss their concerns with the Principal, raise them with members of the PAC or pursue them through existing industrial arrangements.”

#### “Flexible Initiatives Resourcing (FIR)

The role of the PAC is to provide the principal with advice on the allocation of the flexible initiatives resourcing within individual schools.

DECS will continue to provide Flexible Initiatives Resourcing (FIR) to schools and preschools in a manner consistent with Appendix A of the

s.170MX Award 2000 [T3328] except that the amount will be indexed to reflect salary increases.

Flexible Initiatives Resourcing was originally provided to support the needs of individual schools and their students. The Flexible Initiatives Resourcing should be used for:

- whole school programs
- release time for teachers to reduce workload
- flexible class size configurations or
- ancillary support for classroom teachers.

Flexible Initiatives Resourcing may also be used for release time for AEU sub-branch secretaries, members of the PAC and OHS&W representatives.

It is not intended that FIR be used for administrative purposes. Any change to a school's staffing configuration is subject to clause 39.5 of the South Australian Education Staff (Government Preschools, Schools and TAFE) Enterprise Agreement 2006.

The additional resourcing is based on student enrolments. In allocating this resource schools are required to take into account the current departmental priorities. Schools will be given flexibility within the above parameters to meet their needs.

Information related to the staff profile determined by the Staffing Allocation Document including the Resource Entitlement Statement will be available to the PAC to establish staffing arrangements in the school.”

#### **40. School - School Services Officers (SSOs)**

##### 40.1 Contract of Employment

- 40.1.1 An SSO may be engaged as a full-time, part-time or casual employee.
- 40.1.2 The contract of hiring of a full-time or part-time employee will, in the absence of a written agreement to the contrary, be deemed to be a hiring by the fortnight and salary will accrue from day to day.
- 40.1.3 A full-time or part-time employee may be employed for a specified or unspecified period.

##### 40.2 Permanency

- 40.2.1 DECS, in consultation with the AEU and PSA, will revise the existing conversion to permanency criteria for SSOs to have application to SSOs who work across clusters and districts.
- 40.2.2 The revised criteria will encompass the intent of the conversion to permanency criteria used for Special Education SSOs employed across clusters and districts.
- 40.2.3 SSOs may be employed across clusters and districts to facilitate permanency.
- 40.2.4 The Permanency Working Party will apply the revised criteria when converting SSOs to permanency.

- 40.2.5 Conversion of eligible SSOs, as described in clause 40.2.1, to permanency will commence operation from not later than the commencement of term 2 of the 2006 school year.
- 40.3 Full time Employment
- 40.3.1 A full-time SSO is one engaged to work 37.5 hours per week.
- 40.3.2 A full-time SSO who does not receive a term time loading will be entitled to leave entitlements.
- 40.4 Part-time Employment
- 40.4.1 A part-time SSO is one engaged and paid as such to work less than 37.5 hours per week.
- 40.4.2 A part-time employee who does not receive a term time loading will have a pro rata entitlement to leave and leave loading on the same basis as a full-time employee.
- 40.4.3 Part-time employees, within a school will be offered additional hours in the first instance where vacancies of less than 15 hours per week occur in that school.
- a) If the above fails to fill the vacancy, the additional hours will then be offered to the part-time employees in nearby schools.
- b) The offering of the additional hours will be effected in accordance with the procedure as agreed to by the parties bound by this Agreement and as published in Part 4 of the Administrative Instructions and Guidelines issued by DECS from time to time.
- 40.4.4 From the commencement of the 2006 school year, part time SSOs who receive a term time loading, are able to access their time bank for a public holiday that falls at the beginning or the end of the school term.
- 40.5 Casual Employment
- 40.5.1 A casual SSO is one engaged and paid as such provided that:
- a) the employee is employed for not more than 15 hours per week; or
- b) the engagement is for a period not exceeding two school terms; or
- c) the ordinary hours to be worked are to vary from week to week irrespective of the span of hours or the period of engagement.
- 40.5.2 A casual SSO is entitled to a monetary loading and is not entitled to any paid leave entitlements of any sort (except special leave at the discretion of the employer; and any long service leave entitlement) nor payment for public holidays not worked.
- 40.6 SSO Placement
- 40.6.1 This clause 40.6 is to be read in substitution of clause 4.4 of the School Services Officers (Government Schools) Award, provided that the terms of the document entitled "Year 2000 School Based Ancillary Staffing Policies and Procedures" will not be affected except to the extent of inconsistency with this Enterprise Agreement or variation agreed from time to time as between DECS, the AEU and the PSA.
- 40.6.2 An SSO may apply to transfer or be required to transfer from a school or any other place at which the employee is employed.

- 40.6.3 Effective from the 2006/2007 central placement process, DECS will describe all known SSO vacancies to enable SSOs to assess a position before applying for transfer or placement.
- 40.6.4 An SSO may be required to transfer for genuine operational reasons, including, for example:
- a) where there is a decline in school enrolment;
  - b) where a school has established a School Services Officer deployment plan and the skills of current employees does not match the plan;
  - c) where two or more schools have amalgamated or a school has closed.
- 40.6.5 Staff participation in the required placement process
- a) The Principal must advise the whole staff of the extent of the reduction required.
  - b) All permanent ancillary staff, whether full-time or part-time, must be treated equally in the required transfer process.
  - c) The Principal must consult with the staff about the process to be used to effect required transfer(s). The ancillary staff must be given time to meet to consider and discuss the process. At each stage of the process all ancillary staff potentially affected by the requirement to transfer must be consulted.
  - d) Once the process is completed, the Principal must forward the required placement form to their Personnel Consultant.
  - e) Where agreement cannot be reached the Principal should consult with the District Director.
  - f) The only exemption which may be granted from the requirement for a school to undertake the required placement process is in relation to remote/isolated schools where due to distance factors it is unreasonable to require an employee to transfer. Requests for exemption should provide information regarding distances between employee's residences to nearest other school(s) and any other relevant information. Each request will be considered based on the circumstances of the school and employee.
  - g) In seeking an exemption a school is expected to take into consideration the effect of attrition, voluntary transfer and voluntary reduction in hours of work.
  - h) For the purposes of this sub-clause, a "remote/isolated school" is a school attracting 5.0 or more base plus isolation points as per Schedule 2.1 Appendix 1B of this Enterprise Agreement. Notwithstanding, a school attracting a lesser number of isolation points (excluding a metropolitan school) may seek from DECS an exemption and such a request will be considered by DECS on its merits.
- 40.6.6 Placement of employees affected by required placement
- a) Where an employee has been identified for required placement, the following conditions will apply:
    - Metropolitan - An employee may be required to move to another school within a reasonable distance from his/her home.

- Country - An employee may be required to move to a school within reasonable commuting distance of his/her home. If no suitable vacancy exists, then it may be decided that in some cases a transfer may be unreasonable. In such instances consideration will be given to the temporary retention of the school's surplus entitlement.
- b) Where a school has been given approval to maintain over entitlement hours this will be considered if an ancillary staff vacancy occurs.
  - c) Required transferees will retain the hours of their existing appointment and will not be required to work in more than two locations. If appointments are made to two locations, the transferee will only be required to work in one school on a given day unless both locations with independent site numbers are on the same campus and no travelling time is involved.
  - d) When a required transfer or a voluntary transfer from a school which is over entitlement involves a person prepared to move from one country location to another country location, or the metropolitan area to a country location, or a country location to the metropolitan area, any removal costs incurred may be at DECS expense in accordance with current Public Service provisions provided, in relation to a voluntary transfer, this action results in the school being staffed at entitlement level.
  - e) When a required transferee is also a tied transferee with a partner who is an employee of DECS, only one employee may claim removal expenses.
  - f) Required transferees will have the opportunity to visit schools once details of placement have been conveyed to them. Any costs associated with such a visit including travel will be borne by the transferee.
  - g) Ancillary staff relocated under the provisions of this scheme will normally not be required to undergo another relocation for two years.

#### 40.6.7 Appeals against required transfers

- a) In the first instance negotiation with the relevant Personnel Consultant should take place. If this negotiation fails to satisfy any concerns of the employee/s identified as required transferee/s the appeal should be referred to the Superintendent, Site Staffing Services (or nominee) for resolution. If it does not produce the required resolution the required transferee can activate the following process.
- b) Appeals against a required transfer will be considered by an Appeal Committee if an employee believes the transfer could cause personal hardship or would be otherwise harsh, unjust or unreasonable. Submissions must be in writing. The Appeal Committee will normally comprise:
  - an independent Chairperson who is mutually acceptable to the parties;
  - a departmental representative;

- representative of the AEU or the PSA, as nominated by the appellant.
- c) When considering submissions, the Appeal Committee will take into account the extent of the personal hardship likely to be experienced by the employee and/or dependant(s). ‘Dependant’ is defined as a spouse or partner in an established relationship; child or stepchild; invalid relatives for whom the employee is the provider of essential care.
- d) The employee may be represented by a nominee from the appropriate union.
- e) The Appeal Committee will advise the Superintendent, Site Staffing Services of its decision in terms similar to one of the following:
- the relocation to be deferred for one school year or for a shorter period as appropriate; or
  - in exceptional circumstances exemption from any need for relocation; or
  - the appeal is denied; or
  - any other decision appropriate to the circumstances.
- f) The Superintendent, Site Staffing Services will advise the employee of the Committee’s decision in writing.
- 40.7 The times at which work is to be performed by an SSO may be altered either by agreement, or by the employer consulting with the SSO and, having regard to the SSO’s personal circumstances, giving not less than four weeks notice to the employee (provided that no notice is required in relation to a casual SSO employed for hours that are to vary from week to week).
- 40.8 Payment of SSOs.
- 40.8.1 A full-time SSO is entitled to be paid fortnightly in arrears the salary specified in the Wages and Salary Rates Schedule.
- 40.8.2 A part-time SSO is entitled to be paid fortnightly in arrears an hourly rate for the hours for which he or she is engaged.
- 40.8.3 A casual SSO is entitled to be paid fortnightly in arrears an hourly rate for each hour worked and a twenty per cent loading and will not be entitled to any recreation leave, sick leave nor payment for public holidays.
- 40.8.4 School Term Employment: Where a full-time or part-time SSO is employed for a period(s) specified as being for the whole or part of one or more school terms (but excluding school vacation periods), the employee will be entitled to a monetary loading of sixteen per cent, and will not be entitled to any paid recreation leave entitlements nor payment for public holidays not worked (unless the employee makes use of an accrued time bank in accordance with the State Award).
- 40.8.5 For the purposes of this clause:
- a) an SSO is employed for a school term or for school terms where the period or periods of employment are specified to occur entirely within term time, but with the agreement of the employer and employee, may include five additional working days; and

- b) term time includes the week immediately following the end of the fourth school term as determined pursuant to the *Education Act 1972*.

#### 40.9 Overtime

- 40.9.1 From the commencement of the 2006 school year, paid overtime may be approved by the relevant Principal. Payment for overtime will only be made if approved by the Principal prior to it being worked.
- 40.9.2 Where an SSO works overtime and seeks to be granted time off in lieu of payment for the overtime, the approval of the Principal may be granted either before or after the working of the overtime.
- 40.9.3 A full time SSO will not be required to work in excess of 37.5 hours in a week unless approval has first been obtained from a responsible officer. Where such approval has been obtained for overtime to be undertaken, overtime worked will be paid in accordance with this clause.
- 40.9.4 Subject to 40.9.3 overtime entitlements for a full time SSO who is in receipt of a loading will be calculated without regard to that loading.
- 40.9.5 “Overtime” means:
  - a) Work in excess of an SSO’s normal hours of duty and where such time is in excess of:-
    - (i) 8 hours in any one day
    - (ii) 38 hours in any one weekunless the additional hours worked are otherwise excluded by the operation of this Enterprise Agreement.
  - b) All time worked on Saturdays, Sundays, and Public Holidays, other than work performed on any such day which constitutes part of an SSO’s normal hours of duty.
- 40.9.6 In calculating overtime each day or shift is to stand alone.
- 40.9.7 Payment for overtime does not extend to any SSO:-
  - a) Paid an allowance in lieu of overtime;
  - b) Whose salary (or salary and allowances in the nature of salary) exceeds the maximum salary of the SSO5 classification as applying from time to time;
  - c) Where an SSO’s salary exceeds the maximum salary for the SSO4 classification as applying from time to time, the hourly overtime rate is to be calculated on that salary.

#### Requirement to work overtime

- 40.9.8 Subject to 40.9.3 a full time SSO may be required by the employer to work reasonable overtime.
- 40.9.9 The hourly rate for overtime payment is to be ascertained by using the following formula:-
  - 40.9.9.1 Fortnightly salary/ordinary hours of duty per fortnight x 3/2 except that:
    - a) for double time the multiplier shall be 2/1;
    - b) for double time and a half the multiplier shall be 5/2.

- 40.9.10 Except as otherwise provided for in this Clause, SSOs who qualify for overtime payment are to be paid on the following basis for overtime worked:
- 40.9.10.1 On Monday to Friday inclusive - at the rate of time and a half for the first 3 hours and double time thereafter;
  - 40.9.10.1 On a Saturday (other than a Saturday which is a public holiday) - at a rate of time and a half for the first 3 hours and double time thereafter, except that all time worked in the afternoon will be at the rate of double time with a minimum payment as for 3 hours work at the appropriate rate;
  - 40.9.10.1 On a Sunday - at the rate of double time for all time worked with a minimum payment as for 3 hours work at such rate;
  - 40.9.10.1 On a Public Holiday - at the rate of double time and a half for all time worked with a minimum payment as for 3 hours work at such rate;
  - 40.9.10.1 An SSO who works for more than 2 hours after normal finishing time on week days will be allowed an unpaid break of at least 30 minutes. The “normal finishing time” for this purpose is the time an employee, with the agreement of their supervisor, normally finishes work for the day.
- 40.9.11 Except for overtime worked on a public holiday, an SSO may request, and if agreed by the employer, take time off with pay equal to the overtime worked in lieu of receiving overtime payment. In these circumstances the time off should be taken at a time which is mutually agreed by the employer and SSO concerned but as soon as practicable after the overtime is worked.
- 40.9.12 Time off in lieu may be permitted to accumulate up to 5 working days provided that it is taken before the end of the School Year in which the overtime is worked.
- 40.9.13 An employee who accrues time off in lieu (TOIL) in accordance with this subclause:
- 40.9.13.1 Cannot lose that entitlement;
  - 40.9.13.1 Must take the entitlement in accordance with the following:
    - a) At a time agreed with the employer within 3 months of accrual; or
    - b) With the agreement of the employer, may accrue up to 5 days TOIL in a School Year before being subject to a direction to take the time; or
    - c) At a time directed by the employer where the SSO has not taken the time within 3 months of accrual or would otherwise carry forward to the next School Year more than 5 days TOIL.
  - 40.9.13.3 Where as a result of urgent and unavoidable work an SSO has approval to work through their lunch break and is not entitled to any consequential loading or payment in respect of that period or the period of work until a break is taken, the SSO is entitled to take their break at the earliest opportunity. Where such SSO is not able to take a break prior the completion of their work during that day or shift, the SSO is entitled to accrue as TOIL the period of the break not taken.

- 40.9.14 When overtime work is necessary it will, whenever reasonably practicable, be so arranged that an SSO has at least 8 consecutive hours off duty between the work of successive days.
- 40.9.15 An SSO who works so much overtime between the termination of their ordinary work on any one day and the commencement of their ordinary work of the next day that they have not had at least 8 consecutive hours off duty between those times will be released after completion of the overtime until they have had 8 consecutive hours off duty. This will be without loss of pay for ordinary working time which occurs during such absence.
- 40.9.16 If on the instructions of the employer, an SSO resumes or continues work without having had such 8 consecutive hours off duty the employee will be paid at double time until released from duty for such period and is entitled to be absent until they have had 8 consecutive hours off duty without loss of pay for ordinary working time which occurs during such absence.
- 40.10 Voluntary Flexible Work Arrangements (VFWAs)
- 40.10.1 For the purposes of this clause, an employee means a School Services Officer with administrative responsibilities (i.e. those without classroom support duties).
- 40.10.2 The parties acknowledge the mutual benefit to the employer and the employee of VFWAs to balance work and other (including family) commitments.
- 40.10.3 The Chief Executive of DECS (or delegate) will consider an employee's request to participate in a VFWA having regard to both the operational needs of DECS or particular workplace, and the employee's circumstances.
- 40.10.4 This clause applies for the period an employee participates in a VFWA.
- a) Subject to this clause, the salary or wages payable to an employee, or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement or relevant Award.
  - b) Where an employee is participating in a Purchased Leave type of VFWA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
  - c) Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Overtime will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.
  - d) Where, on cessation of employment, DECS makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another public sector employer in the event the employee

immediately becomes employed by that public sector employer), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.

#### 40.11 Reviews

40.11.1 During the life of this Enterprise Agreement a joint DECS, AEU and PSA working party will be established to review the SSO reclassification process with the objective of providing a more relevant and streamlined process.

#### 40.12 On-call and Recall Entitlements

##### 40.12.1 On-Call Allowances

- a) School Services Officers bound by this Agreement, who are rostered to be on-call of a night time, will be paid an allowance for each night as follows:
  - \$12.50 on and from 1 October, 2005;
  - \$12.90 on and from 1 October, 2006; and
  - \$13.40 on and from 1 October, 2007.
  
- b) School Services Officers bound by this Agreement, who are rostered to be on-call during a full Saturday, Sunday or public holiday or any day that the employee would normally be rostered off duty, will be paid an allowance per day as follows:
  - \$24.90 on and from 1 October, 2005;
  - \$25.80 on and from 1 October, 2006;
  - \$26.70 on and from 1 October, 2007.

##### 40.12.2 On-Call Conditions

- a) No School Services Officer should be rostered or required to be on-call more frequently than a total of 7 days every 14 days. Any arrangement that would require an employee to be on-call more frequently than this must only be introduced where the employee concerned genuinely agrees to same.
- b) The frequency, duration, etc. of being on-call is to be established through consultation with the employees affected and if requested by the employees, their representatives, having particular regard to Occupational, Health and Safety considerations.
- c) School Services Officers who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- d) School Services Officers who are on-call will be provided with any equipment required for their work (except where existing award provisions or other agreed arrangements, which require employees to provide their own equipment, are in place).
- e) Existing telephone rental and business calls reimbursement provisions contained in the relevant awards, determinations and other manuals of conditions of employment, etc. covering the employees bound by this Agreement are not affected by these provisions and will continue to apply.

##### 40.12.3 Recall to Work

- a) Subject to (c) below, School Services Officers bound by this clause, regardless of classification and salary level (but less than executive level or equivalent), will be entitled to payment for all time worked, with a minimum of 3 hours paid, at overtime rates (or time off in lieu by agreement) when on-call and recalled to work necessitating their attendance at the workplace or other worksite.
- b) Subject to (c) below, School Services Officers bound by this clause, regardless of classification and salary level (but less than executive level or equivalent), will be entitled to payment at overtime rates (or time off in lieu by agreement) for work performed from home when on-call, provided that the total time spent so working on any day and/or night is at least 30 minutes.
- c) The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in (a) and (b), is the School Services Officer's normal rate for overtime purposes.
- d) All School Services Officers who travel to work as a result of receiving a recall to work will:
  - be reimbursed for use of a private motor vehicle for the journey to and from the workplace using the shortest, most practicable route (together with any parking fees) (provided that no SSO will be required to use a private vehicle for work purposes); or
  - be permitted to use a taxi at the employer's expense to travel to and from the workplace; or
  - be permitted to use a Government vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

#### 40.13 Reimbursement of Child Care Costs

40.13.1 Where an SSO is given less than 24 hours prior notice that the SSO is required to work outside of their ordinary hours of work, and consequently the SSO utilises paid child care, DECS will reimburse the reasonable child care costs incurred by the SSO arising from performing such work, subject to this clause.

- a) The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- b) The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the SSO.
- c) The reimbursement will be in respect of the reasonable costs incurred by the SSO in respect of the work.
- d) Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by DECS.
- e) The SSO will provide the agency with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.

- f) For the purposes of this clause, a reference to work is a reference to the work outside the SSO's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given.

#### 40.14 Reclassification Date

- 40.14.1 Where an SSO makes application for reclassification to the Chief Executive in writing on a form approved by the Chief Executive, and if that application is acceded to, the operative date for that application will be no earlier than the date of lodgement and no later than three calendar months from the date of lodgement.

### **41. School – Special Schools**

- 41.1 DECS will allocate base SSO hours and provide non-instruction time for teachers in special schools and those special education units that have a student enrolment at the equivalent of the R-7 Staffing Allocation Document 1999 formula. This will occur from the commencement of the 2006 school year.
- 41.2 The Special School teacher and support staff formula, as per the Staffing Allocation Document 1999, will not change as a consequence of this allocation.
- 41.3 From the commencement of the 2006 school year, DECS will introduce leadership administration time (in accordance with the equivalent Primary formula) for special schools and those special education units that have a student enrolment. This is in addition to the amounts as specified in clause 25.1 of this Enterprise Agreement.

### **42. School – Allocation of Basic Teacher Instruction Time (BTIT)**

- 42.1 A joint DECS, AEU and PSA working party will be established to develop a model for the removal of the “rounding up” process of the “Basic Teacher Instruction Time” (BTIT) to schools.
- 42.2 This revised model for the allocation of BTIT will be developed by 31 March 2006. The model will take into account staffing needs of small schools as defined in the Staffing Allocation Document 1999. The model will be based on the same equivalent numbers of teaching staff subject to enrolment variations and will be sector specific. Any consequential entitlement will be quarantined for staffing in accordance with the Staffing Allocation Document 1999.
- 42.3 The revised model and implementation of the removal of the “rounding up” process of the BTIT to schools will include a provision that operates to ensure teachers are not required to undertake an unreasonable workload, with regard to current non instruction time and average class size maxima as stated in the Staffing Allocation Document 1999.
- 42.4 The current wording of the Staffing Allocation Document 1999 will be maintained, save and except the reference to the revised model of allocating the BTIT.
- 42.5 Subject to agreement between the parties, the revised model will be implemented from the commencement of the 2007 school year.

#### **43. School - Recruitment and Selection of Teaching Staff**

- 43.1 A joint DECS and AEU working party will be established to develop a new recruitment and selection policy for teaching staff, as detailed in Schedule 4.
- 43.2 Matters to be considered include, but are not limited to:
- a) Aboriginal and Aboriginal Lands schools and those schools with a Significant Number of Aboriginal Pupils (SNAP);
  - b) Designated special interest schools, namely music, language, agriculture and girls schools;
  - c) Subject descriptors and the verification process;
  - d) The application process;
  - e) Reference to the Minister for Education and Children's Services as the employer, system wide employment and prerequisites to gain employment.
- 43.3 A priority placement pool will be retained.
- 43.4 This policy will be developed by 30 April 2006 for implementation during the 2006 school year to fill teaching positions commencing on or after the beginning of the 2007 school year.
- 43.5 This policy will replace the arrangements currently contained in the Teacher Placement Policy and Procedures Document.
- 43.6 During the life of the Enterprise Agreement, DECS and the AEU will consider the graduated extension of the local selection of school teachers subject to the consideration of a range of factors including enrolment trends, number of unplaced teachers, retirement rates and mobility.

#### **44. School – Swimming and Aquatic Instructors**

- 44.1 A joint DECS and AEU working party will be established to conduct a review of:
- a) the employment arrangements for Instructors-In-Charge;
  - b) existing conditions of employment to be included in the consolidated Swimming and Aquatic Instructors Handbook; and
  - c) minimum daily hire periods, higher duties provisions and arrangements following cancellation of lessons, to be varied to achieve consistency with general public sector standards that apply to salaried general public sector employees.
- 44.2 This review will be completed by 31 December 2006 for implementation from the commencement of the 2007 school year.

#### **45. TAFE – Review Principles**

- 45.1 During the life of this Enterprise Agreement, the following review principles will apply:
- a) The scope of the review will be agreed between representatives of DFEEST and the AEU (the Parties). "Scope" means the identification of the task to be undertaken, the setting of the review parameters, and the actual review process as it rolls out over time;
  - b) An agreed timeframe for the conduct of the review will be determined by the Parties;

- c) The composition of a review panel will be agreed and the Parties obligated to authorise appropriate representation and to constructively participate in the process;
- d) The review panel will be provided with all information about the proposed changes, including the effects of the changes on employees and any other matter that is likely to affect employees;
- e) Where any recommendations or outcomes of the review process impact upon or have the potential to impact upon TAFE Act employee conditions, salaries or career paths, no change will be implemented without the consent of the Parties;
- f) Until the change is agreed and implemented current conditions will continue apply;
- g) When a dispute over the outcome of the review process cannot be resolved between the parties, the matter may be referred to the Industrial Relations Commission of South Australia by either Party for conciliation, and if not resolved, for arbitration; and
- h) The Parties will agree to the composition of the implementation forum that may give effect to the outcome of the review.

#### **46. TAFE – Fair and Reasonable Treatment – Workload**

46.1 An individual staff member may raise concerns regarding excessive workload directly through the Institute Consultative Committee (ICC). Matters which may specifically be of concern may relate to the activities and tasks set out in the following role and function statements:

##### **LECTURERS ASSISTANT**

The role of the Lecturers Assistant is the provision of assistance to lecturing staff. The Lecturers Assistant is required to perform a combination of tasks that include the following:

- Assisting in the facilitation of learning and discipline specific advice to students by:
- supporting practical and/or tutorial activities.
- demonstrating education, training and and/or technological resources.
- Assisting in the preparation and/or development of a range of learning and assessment material.
- Assisting lecturing staff undertaking research activities that will facilitate learning by sourcing, collecting and maintaining educational resources.
- Assisting in the sourcing, coordination, conduct and maintenance of industry work placement activities.
- Assisting in records management, vocational counselling and enrolment processes for current and potential students.

**NOTE: the term “assisting” means that the Lecturers’ Assistant does not take sole responsibility for students’ learning experience or other activities associated with teaching and learning.**

##### **LECTURER**

The Lecturer’s primary role is to provide an educational service of instruction, assessment and guidance in accordance with relevant curriculum and/or training

package objectives. Lecturers may also be involved in the provision of consultancy services to industry and community clients.

In undertaking their role the Lecturer is required to keep abreast of technological, conceptual and other developments in their field/s of specialisation, to integrate these changes into students' educational programs and to assist with the provision of up-to-date information, skills, knowledge and advice to industry and community clients concerning their specific training requirements.

The role of the Lecturer requires the performance of a range of tasks, which may include:

- Lecturing in competencies nested within programs and sub program disciplines according to the skills of the lecturer and program demands.
- Using a range of alternative teaching and assessment methodologies to evaluate and assess student learning.
- Preparing and/or developing learning and assessment materials, taking into account student needs, skills and location.
- Maintaining standards by evaluating and assessing students' learning against relevant curricula and/or training package outcomes.
- Taking responsibility to ensure records relating to the teaching/educational program are maintained.
- Participating in academic/vocational counselling and enrolment processes for current and potential students.
- Assist with educational consultancy activities in industry and in the community.
- Assist with the provision of education and training advisory services for clients with specific needs.

46.2 In considering any grievance the ICC will take into consideration the balance of workload for the individual staff as well as the comparative workload of other staff.

46.3 The matter should be addressed as soon as possible and, in any case, within five working days of written notification of the grievance either by way of an agreed resolution or by negotiating an agreed method or time frame for proceeding.

46.4 Should the grievance not be resolved with the ICC, the aggrieved may elect to use the grievance procedure contained in this Enterprise Agreement.

#### **47. TAFE – Managing Lecturer Workload**

47.1 DFEEST and the AEU commit to the development and implementation by the commencement of the second semester in 2006 of an agreed workload scheduling mechanism for use by individuals and work groups.

47.2 Subject to agreement between the parties and the operation of a workload scheduling procedure, lecturers may, by mutual agreement between the lecturer and Education Manager, work on any two evenings in any week between 6.00pm and 10.00pm, as part of ordinary hours, without additional penalty, from the commencement of the second semester in 2006.

47.3 For any subsequent evening for the hours worked between 6.00pm and 10.00pm, existing penalty provisions will continue to apply.

## **48. TAFE - Employment Conditions**

### 48.1 Span of Hours for Lecturers

- 48.1.1 The normal span of hours for lecturers will be 7am - 6pm Monday to Friday.
- 48.1.2 Educational program contact hours worked between 6pm - 10pm will attract a loading of 50%, save and except where clause 47.2 of this Enterprise Agreement applies.
- 48.1.3 Educational program contact hours worked from 10pm - 7am will attract a loading of 100%.
- 48.1.4 Educational program contact hours worked on Saturdays and Sundays will attract a loading of 100%.
- 48.1.5 All loadings will come off non-contact time within the normal hours of duty.
- 48.1.6 The "loadings" referred to in this clause are time loadings and will not be converted to a monetary payment.
- 48.1.7 The time loading will be taken as time off in lieu within the semester in which the loading accrued.

### 48.2 Annualised Hours

- 48.2.1 Annualised educational program contact hour benchmarks will be established across all educational programs including Learning Support.
- 48.2.2 The benchmarks are based upon the provision of educational programs to clients normally undertaken in 18 - 24 hours per week for the teaching year. The benchmarks will be established by use of a consultative process and will involve staff and managers from the work group level. For each educational program a benchmark figure will be established with reference to preparation and other normal duties as well as institute requirements. College Contact Hours Advisory Committees will be abolished.
- 48.2.3 Teaching or class contact is an educational interaction recorded through a roll book.
- 48.2.4 Any variation in the normal weekly contact hours would be with the agreement of the lecturer concerned and would take due regard of the OHSW issues as well as the quality standard of the educational program.
- 48.2.5 Annualised hours can be achieved flexibly allowing up to 60% (minimum 40%) of the annualised target to be delivered in either semester. Similarly, a 25% variation in normal weekly contact hours (18-24) would be the usual maximum increase.

### 48.3 Lecturers Who Do Not Deliver Educational Programmes

- 48.3.1 Lecturers who do not deliver educational programs and who are appointed on or after 1 December 1996 will be entitled to up to 10 non-attendance days in any college year.

### 48.4 Lecturer's Assistants

- 48.4.1 The ordinary hours of duty for Lecturer's Assistants shall be an average of 75 hours worked within a work cycle of 14 consecutive days or 150

hours worked within a work cycle of 28 consecutive days. The normal span of hours within which these hours may be worked is 7am - 6pm Monday to Friday.

- 48.4.2 Despite clause 48.4.1 of this Enterprise Agreement, Lecturer's Assistants may be required for ordinary hours of duty up to 10 pm Monday to Friday but on no more than two evenings per week. Any subsequent evenings to be worked shall be by agreement of the Lecturer's Assistant and the Institute Director or delegate.

#### **49. TAFE - Hourly Paid Instructors - Minimum Payment**

- 49.1 A TAFE Hourly Paid Instructor will be paid for a minimum of 2 hours for each attendance whether or not the time for which the person is hired is less than 2 hours.

#### **50. TAFE - Hourly Paid Instructors - Visiting Specialist**

- 50.1 This clause operates in substitution of clause 4.5 of the "*Conditions of Employment Manual*" referred to in clause 6 of the TAFE (Educational Staff) Interim Award but only in respect of the subject matter of clause 50.2 of this Agreement.
- 50.2 *Class 1* This category may be used upon prior approval of the Institute Director or other delegate when "an instructor of outstanding experience and/or ability" is engaged to conduct short term classes or single lectures – a visiting specialist.

#### **51. TAFE – Hourly Paid Instructors**

- 51.1 During the life of the Enterprise Agreement, DFEEST, in consultation with the AEU, will conduct a review of employment conditions and classification structures of Hourly Paid Instructors, in accordance with the agreed Review Principles as set out in Clause 45.
- 51.2 The review will encompass Clause 4 of the TAFE Act Conditions of Employment Manual which is an attachment to the TAFE (Educational Staff) Interim Award.
- 51.3 The AEU will develop a Discussion Paper to be provided to DFEEST within six months of the date of approval of the Enterprise Agreement.
- 51.4 It is intended that this process will inform the parties in relation to negotiations for a subsequent Enterprise Agreement.

#### **Maximum Hours of Teaching Time**

- 51.5 TAFE and the AEU agree that the engagement time prescribed for Hourly Paid Instructors in the Conditions of Employment Manual referred to in the TAFE (Educational Staff) Interim Award will apply with the following exception:
- 51.5.1 An Hourly Paid Instructor's weekly teaching hours may be increased from the 10 hour limit but the engagement shall not exceed 15 hours per week.
- 51.5.2 The increase in the teaching hours of an Hourly Paid Instructor in the manner described in clause 51.5.1 will be subject to Institute consultative processes described in clause 58.3 of this Agreement.

51.5.3 The pattern of total Hourly Paid Instructor hours utilised by an Institute will be monitored by TAFE and the AEU on a regular basis to ensure the level of use is not increased.

## **52. TAFE – Lecturer and Lecturer Assistant**

- 52.1 During the life of the Enterprise Agreement, DFEEST, in consultation with the AEU, will conduct a review of employment conditions and classification structures for Lecturers and Lecturer Assistants, in accordance with agreed Review Principles as outlined in Clause 45.
- 52.2 DFEEST will develop a Discussion Paper to be provided to the AEU within six months of the date of approval of the Enterprise Agreement.
- 52.3 It is intended that this process will inform the parties in relation to negotiations for a subsequent Enterprise Agreement.

## **53. TAFE – Educational Manager**

- 53.1 The Educational Manager classification structure and role and function statements, as agreed in August 2003, will be included in the TAFE (Educational Staff) Interim Award.
- 53.2 Educational Managers may be appointed on a part-time basis.
- 53.3 During the life of the Enterprise Agreement, DFEEST, in consultation with the AEU, will evaluate the agreed Educational Manager classification structure, and the role and function statements, for appropriateness and effectiveness, in accordance with the agreed Review Principles as outlined in Clause 45.
- 53.4 It is intended that this process will inform the parties in relation to negotiations for a subsequent Enterprise Agreement.

## **54. TAFE – New Directors**

- 54.1 During the life of the Enterprise Agreement, DFEEST, in consultation with the AEU, will conduct a review of employment conditions of the following positions, in accordance with the agreed Review Principles as outlined Clause 45:
- Director, Educational Services and Programs
  - Director, Educational Programs (Regional)
  - Director, Regional Education Service.
- 54.2 It is intended that this process will inform the parties in relation to negotiations for a subsequent Enterprise Agreement.

## **55. TAFE - Institute Directors - Essential Qualifications**

- 55.1 This clause is in substitution for references to qualification criteria in relation to College Directors referred to in Schedule 2 “Classification Criteria” of the TAFE (Educational Staff) Interim Award.
- 55.2 “Institute Directors” The essential qualification requirements of Institute Directors will be appropriate tertiary qualifications in education and/or management. Institute Directors will also be required to have gained extensive experience in management in an education and training environment.

## **56. TAFE – Institute Directors**

- 56.1 An employee classified as an Institute Director (CD-1, CD-2 and CD-3) may enter into an employment agreement with a TAFE Institute or TAFE on terms agreed with that Institute Director.
- 56.2 Subject to clause 56.3 the terms of such an employment agreement will operate in lieu of any provision detailed in the TAFE (Educational Staff) Interim Award or this Enterprise Agreement.
- 56.3 The employment agreement will be established on terms which are no less beneficial when considered as a whole that any employment arrangement made pursuant to the TAFE (Educational Staff) Interim Award or this Enterprise Agreement at the time the Institute Director enters into the agreement with the TAFE Institute or TAFE.

## **57. TAFE - Lecturers' Loss of Non-Attendance Days**

- 57.1 Lecturing staff may be able to apply to convert up to fourteen non-attendance days a year to duty time in return for a payment in accordance with this clause.
- 57.2 This initiative requires voluntary participation by staff and this opportunity will only be available, at the discretion of the Institute Director.
- 57.3 Despite clause 21 of the TAFE (Educational Staff) Award, lecturing staff who participate in this arrangement will be paid for the converted days at a daily rate derived by the following formula:

$$A \times \frac{12}{313} \times 1.25 \times \frac{1}{10} = R$$

Where:

“A” is the annual salary at the applicable lecturer step in Schedule 1.6;

“R” is the daily rate payable for each converted day.

- 57.4 The arrangement must be for a minimum of five days, with arrangements then possible on a daily basis up to the maximum of fourteen days.

## **58. TAFE – Consultative Processes**

- 58.1 During the life of the Enterprise Agreement, DFEEST, in consultation with the AEU and PSA, will conduct a review of the appropriateness and effectiveness of the current TAFE SA consultative processes, in accordance with the agreed Review Principles as outlined in Clause 45.
- 58.2 TAFE and the AEU commit to the following consultative principles for TAFE Act employees within TAFE Institutes.
- 58.3 Consultation in the first instance will occur at TAFE Institutes within workgroups involving all members of such groups.
- 58.4 TAFE Institutes consult in good faith, not simply advise what will be done. It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 58.5 Consultation involves the sharing of information and the exchange of views between TAFE Institutes and persons or bodies that must be consulted and the

genuine opportunity for them to contribute effectively to any decision making process.

#### Local Consultation

- 58.6 TAFE Institutes agree to provide the opportunity for employees and their representatives to be consulted on matters affecting them and their working conditions.
- 58.7 To ensure effective consultation with all employees TAFE Institutes will facilitate and support the establishment of local workplace/work unit consultative processes and staff participation processes.
- 58.8 As part of the consultation process, employees will have the opportunity to express their views on operational matters affecting the local work group/unit and the views of employees will be taken into consideration prior to decisions being made.

#### **Institute Level Consultation in TAFE**

- 58.9 Each ICC will comprise of an equal number of nominees of an Institute's management and AEU representatives.
- 58.10 The ICC will meet on a three monthly basis, or more frequently if requested by either party. The ICC will:
  - 58.10.1 Act as a forum for consultation;
  - 58.10.2 Share information and exchange views;
  - 58.10.3 Consider solutions for matters of common interest; and
  - 58.10.4 Identify issues on which employees wish to be consulted.
- 58.11 Where a matter cannot be resolved through the ICC process, either party may refer the matter to the TAFE Operational Consultative Committee.

#### **TAFE Operational Consultative Committee**

- 58.12 The parties agree to establish a TAFE Operational Consultative Committee. The Committee will comprise two representatives from TAFE and two from the AEU. TAFE Institute representatives will be the Principal Consultant, Industrial and Employee Relations, TAFE; and the Senior Consultant, Industrial and Employee Relations TAFE (or their delegates). The AEU will nominate two officers (and their delegates).
- 58.13 The Committee will meet on a regular basis as agreed by the parties to facilitate consultation regarding issues broadly affecting TAFE Institutes and TAFE Act employees.
- 58.14 The Committee will adopt a co-operative approach to problem solving. The parties agree that the proposals and other matters discussed in Committee meetings will be on a 'without prejudice' basis.
- 58.15 Any 'in principle' decisions reached by the Committee will be subject to the endorsement of the TAFE Institute Directors and the AEU TAFE Divisional Council.

### **59. TAFE – Workforce Development**

- 59.1 TAFE Workforce Development initiatives are as outlined in Schedule 5 of this Enterprise Agreement.

**60. No Extra Claims Commitment**

- 60.1 During the life of the Enterprise Agreement, the parties bound undertake not to pursue claims except where consistent with and contemplated by this Enterprise Agreement and except where consistent with the National and State Wage Case Principles, or any successor thereto.
- 60.2 The increases provided for in this Enterprise Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Enterprise Agreement, arising out of National and State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.

**61. Negotiation of a Subsequent Agreement**

- 61.1 The negotiations for a new Enterprise Agreement may commence not later than 31 December 2007.

**62. Signatories**

62.1 Signatories to the South Australian Education Staff (Government Preschools, Schools and TAFE) Enterprise Agreement 2006.

---

Chief Executive of the Department for Administrative and Information Services on behalf of the Department of Education and Children’s Services and the Department of Further Education, Employment, Science and Technology.  
...../...../2006

---

Witness  
...../...../2006

---

The Australian Education Union- South Australian Branch  
...../...../2006

---

Witness  
...../...../2006

---

The Public Service Association of South Australia Incorporated  
...../...../2006

---

Witness  
...../...../2006

**Schedule 1. Wages and Salary Rates**

**Schedule 1.1 Teacher Classifications**

<b>Classification</b>	<b>Step</b>	<b>Current Salaries 1/10/2004</b>	<b>From 1/7/2005 (2%)</b>	<b>From 1/10/2005 (3.5% +\$71 step 8 only)</b>	<b>From the first pay period commencing on or after 1/10/2005 (3.5%)</b>	<b>From 1/4/2006 (1%)</b>	<b>From 1/10/2006 (3.5% + \$510 step 8 only)</b>	<b>From the first pay period commencing on or after 1/10/2006 (3.5%)</b>	<b>From 1/10/2007 (0.5% special authority + steps 1-7 et al) (0.5%+3.5% + \$380 step 8 only)</b>	<b>From the first pay period commencing on or after 1/10/2007 (3.5%)</b>
Special Authority		37676	38430		39775	40173		41579	41787	43250
<b>BAND 1</b>	1	43214	44078		45621	46077		47690	47928	49605
<b>TEACHERS</b>	2	45443	46352		47974	48454		50150	50401	52165
	3	47673	48626		50328	50831		52610	52873	54724
	4	49900	50898		52679	53206		55068	55343	57280
	5	52133	53176		55037	55587		57533	57821	59845
	6	54362	55449		57390	57964		59993	60293	62403
	7	56591	57723		59743	60340		62452	62764	64961
	8	58745	59920	62088	*	62709	65414	*	68422	*
AST 1/KEY TEACHER (fall back)		61409	62637		64829	65477		67769	68108	70492
AST 2		64282	65568		67863	68542		70941	71296	73791
<b>BAND 2 PROMOTIONAL CLASSIFICATIONS</b>										
COORDINATOR 1		61409	62637		64829	65477		67769	68108	70492
COORDINATOR 2		64035	65316		67602	68278		70668	71021	73507
COORDINATOR 3		66929	68268		70657	71364		73862	74231	76829
ASSISTANT PRINCIPAL 1		67689	69043		71460	72175		74701	75075	77703
ASSISTANT PRINCIPAL 2		71687	73121		75680	76437		79112	79508	82291
<b>BAND 3 PRINCIPALS/ DEPUTY PRINCIPALS</b>										
PC01		68450	69819		72263	72986		75541	75919	78576

Classification	Step	Current Salaries 1/10/2004	From 1/7/2005 (2%)	From 1/10/2005 (3.5% +\$71 step 8 only)	From the first pay period commencing on or after 1/10/2005 (3.5%)	From 1/4/2006 (1%)	From 1/10/2006 (3.5% + \$510 step 8 only)	From the first pay period commencing on or after 1/10/2006 (3.5%)	From 1/10/2007 (0.5% special authority + steps 1-7 et al) (0.5%+3.5% + \$380 step 8 only)	From the first pay period commencing on or after 1/10/2007 (3.5%)
PC02		72951	74410		77014	77784		80506	80909	83741
PC03		77452	79001		81766	82584		85474	85901	88908
<u>PC04</u>		<u>81952</u>	<u>83591</u>		<u>86517</u>	<u>87382</u>		<u>90440</u>	<u>90892</u>	<u>94073</u>
PC05		86455	88184		91270	92183		95409	95886	99242
PC06		90955	92774		96021	96981		100375	100877	104408
PC07		95456	97365		100773	101781		105343	105870	109575
PC08		99956	101955		105523	106578		110308	110860	114740

## HOURLY PAID INSTRUCTORS

Class IV	1	30.15	30.75		31.85	32.15		33.30	33.45	34.60
Class III	1	44.45	45.35		46.95	47.40		49.05	49.30	51.05
Class II	1	54.00	55.10		57.05	57.60		59.60	59.90	62.00
Class I	MIN	56.75	57.90		59.95	60.55		62.65	62.95	65.15
	MAX	82.80	84.45		87.40	88.25		91.35	91.80	95.00

\* Explanatory Note (Band 1 Teachers (Step 8):

As salary increases for step 8 teachers operate from 1 October 2005, 1 October 2006 and 1 October 2007, no increase in salary is applicable to step 8 teachers as from the first pay period to commence on or after 1 October 2005, 1 October 2006 and 1 October 2007.

### 1.1 Band 2 Promotional Classifications - Guidelines

1.1.1 Subject to this clause 1.1, the classification guidelines for Band 2 Promotional Classifications appear in Schedule 1.8.

1.1.2 In the event DECS and the AEU agree classification criteria to be substituted for those guidelines, the terms of such agreement shall apply as if incorporated into this Enterprise Agreement, provided that this clause will not exclude either of the AEU or DECS from applying to vary this clause, or to insert a substitute Schedule 1.8 to remove any uncertainty in the operation of this clause or of Schedule 1.8 to give effect to any agreement.

### 1.2 Band 3 Principal and Deputy Principal Positions

- 1.2.1 The basis of classification of Principal and Deputy Principal positions in schools shall be school size and complexity, as measured by the “*School Size and Complexity Score*”, as described in Schedule 1.9, provided that:
- (a) where the AEU and DECS agree changes from time to time to the document entitled “*School Size and Complexity Score*”, the terms of each such change (including any substitute agreed document) will apply as if incorporated into Schedule 1.9; and
  - (b) sub-clause (a) will not exclude either of the AEU or DECS from applying to vary this clause to remove any uncertainty in the operation of this clause to give effect to any agreed change or substitution.
- 1.2.2 All employees with a permanent classification of Principal or Deputy Principal immediately prior to 1 July 1997 will maintain that classification.

## Schedule 1.2 Aboriginal Education Worker Classifications - Full Time

Classification	Step	Current Salaries 1/10/2004	From 1/7/2005 (2%)	From the first pay period commencing on or after 1/10/2005 (3.5%)	From 1/4/2006 (1%)	From the first pay period commencing on or after 1/10/2006 (3.5%)	From 1/10/2007 (0.5%)	From the first pay period commencing on or after 1/10/2007 (3.5%)
AEW-1	1	34254	34939	36162	36524	37802	37991	39321
	2	36216	36940	38233	38615	39967	40167	41573
AEW-2	1	38752	39527	40910	41319	42765	42979	44483
	2	41062	41883	43349	43782	45314	45541	47135
	3	42943	43802	45335	45788	47391	47628	49295
AEW-3	1	46366	47293	48948	49437	51167	51423	53223
	2	48250	49215	50938	51447	53248	53514	55387
AEW-4	1	49979	50979	52763	53291	55156	55432	57372
	2	51133	52156	53981	54521	56429	56711	58696
	3	52287	53333	55200	55752	57703	57992	60022
AEW-5	1	54133	55216	57149	57720	59740	60039	62140
	2	55899	57017	59013	59603	61689	61997	64167
	3	57668	58821	60880	61489	63641	63959	66198

### 1.1 School Based AEWs

1.1.1 School Based AEWs (i.e. AEWs employed to work in a school/s) will be paid at a rate as specified in this Schedule for 35 hours attendance at work per week. This is in recognition of the role they undertake, pursuant to clause 5.1.7 of the Aboriginal Education Workers (DETE) Award and provides some acknowledgement for cultural knowledge and of community responsibilities. The parties agree to a consent variation of the Aboriginal Education Workers (DETE) Award to this effect.

### Schedule 1.3 School Services Officers Classifications - Full Time

Classification	Step	Current Salaries 1/10/2004	From 1/7/2005 (2%)	From the first pay period commencing on or after 1/10/2005 (3.5%)	From 1/4/2006 (1%)	From the first pay period commencing on or after 1/10/2006 (3.5%)	From 1/10/2007 (0.5%)	From the first pay period commencing on or after 1/10/2007 (3.5%)
SSO-1	1	29680	30274	31334	31647	32755	32919	34071
	2	31218	31842	32956	33286	34451	34623	35835
	3	32141	32784	33931	34270	35469	35646	36894
	4	32986	33646	34824	35172	36403	36585	37865
	5	33833	34510	35718	36075	37338	37525	38838
	6	34753	35448	36689	37056	38353	38545	39894
SSO-2	1	37370	38117	39451	39846	41241	41447	42898
	2	38909	39687	41076	41487	42939	43154	44664
	3	40446	41255	42699	43126	44635	44858	46428
SSO-3	1	43520	44390	45944	46403	48027	48267	49956
	2	45059	45960	47569	48045	49727	49976	51725
	3	46597	47529	49193	49685	51424	51681	53490
SSO-4	1	49979	50979	52763	53291	55156	55432	57372
	2	51133	52156	53981	54521	56429	56711	58696
	3	52287	53333	55200	55752	57703	57992	60022
SSO-5	1	56285	57411	59420	60014	62114	62425	64610
	2	58438	59607	61693	62310	64491	64813	67081
	3	60744	61959	64128	64769	67036	67371	69729
	4	63050	64311	66562	67228	69581	69929	72377

## Schedule 1.4 Pre-school Teaching Staff Classifications

Classification	Step	Current Salaries 1/10/2004	From 1/7/2005 (2%)	From 1/10/2005 (3.5% +\$71 step 8 only)	From the first pay period commencing on or after 1/10/2005 (3.5%)	From the first duty day in 2006	From 1/4/2006 (1%)	From 1/10/2006 (3.5% + \$510 step 8 only)	From the first pay period commencing on or after 1/10/2006 (3.5%)	From 1/10/2007 (0.5% special authority + steps 1-7 et al) (0.5%+ 3.5% +\$380 step 8 only)	From the first pay period commencing on or after 1/10/2007 (3.5%)
Special Authority		37676	38430		39775		40173		41579	41787	43249
TEACHERS	1	43214	44078		45621		46077		47690	47928	49605
	2	45443	46352		47974		48454		50150	50401	52165
	3	47673	48626		50328		50831		52610	52873	54724
	4	49900	50898		52679		53206		55068	55343	57280
	5	52133	53176		55037		55587		57533	57821	59845
	6	54362	55449		57390		57964		59993	60293	62403
	7	56591	57723		59743		60340		62452	62764	64961
	8	58745	59920	62088	*		62709	65414	*	68422	*
AST 1										68108	70492
PSD 1		63755	65030		67306	71460	72175		74701	75075	77703
PSD 2		66101	67423		69783	72263	72986		75541	75919	78576
PSD 3		68450	69819		72263	77014	77784		80506	80909	83741

\* Explanatory Note (Teachers (Step 8)):

As salary increases for step 8 teachers operate from 1 October 2005, 1 October 2006 and 1 October 2007, no increase in salary is applicable to step 8 teachers as from the first pay period to commence on or after 1 October 2005, 1 October 2006 and 1 October 2007.

### 1.1 Advanced Skills Teacher 1 (AST 1)

1.1.1 The AST 1 salary will become available from the commencement of the 2007 school year at a salary of \$67,769 per annum, as per Schedule 1.1.

1.1.2 Post the commencement of the 2007 school year, the AST 1 salary will increase in accordance with the operative dates for salary increases in this Schedule (i.e. 1 October 2007 – 0.5% and 1<sup>st</sup> pay period commencing on or after 1 October 2007 – 3.5%).

## Schedule 1.5 Early Childhood Worker Classifications

The following rates of pay for an Early Childhood Worker are payable to an employee employed 37.5 hours per week over 52 weeks per year.

The following rates of pay for an Early Childhood Worker (Kindergarten Employee) are payable to an employee employed 37.5 hours per week over 45 weeks per year.

Classification	Step	Current Salaries 1/10/2004	From 1/7/2005 (2%)	From the first pay period commencing on or after 1/10/2005 (3.5%)	From 1/4/2006 (1%)	From first pay period commencing on or after 1/10/2006 (3.5%)	From 1/10/2007 (0.5%)	From first pay period commencing on or after 1/10/2007 (3.5%)
ECW-1	1	29680	30274	31334	31647	32755	32919	34071
	2	31218	31842	32956	33286	34451	34623	35835
	3	32141	32784	33931	34270	35469	35646	36894
	4	32986	33646	34824	35172	36403	36585	37865
	5	33833	34510	35718	36075	37338	37525	38838
	6	34753	35448	36689	37056	38353	38545	39894
ECW-2	1	35184	35888	37144	37515	38828	39022	40388
	2	35966	36685	37969	38349	39691	39889	41285
	3	36777	37513	38826	39214	40586	40789	42217
ECW-3	1	37872	38629	39981	40381	41794	42003	43473
	2	38636	39409	40788	41196	42638	42851	44351
	3	39727	40522	41940	42359	43842	44061	45603
ECW-1(K)	1	25698	26212	27129	27400	28359	28501	29499
	2	27028	27569	28534	28819	29828	29977	31026
	3	27828	28385	29378	29672	30711	30865	31945
	4	28560	29131	30151	30453	31519	31677	32786
	5	29294	29880	30926	31235	32328	32490	33627
	6	30091	30693	31767	32085	33208	33374	34542
ECW-2(K)	1	30463	31072	32160	32482	33619	33787	34970
	2	31140	31763	32875	33204	34366	34538	35747
	3	31842	32479	33616	33952	35140	35316	36552

**Schedule 1.6 TAFE Classifications**

Classification	Step	Current Salaries 1/10/2004	From 1/7/2005 (2%)	From 1/10/2005 (3.5% +\$71 step 8 only)	From the first pay period commencing on or after 1/10/2005 (3.5%)	From 1/4/2006 (1%)	From 1/10/2006 (3.5% + \$510 step 8 only)	From the first pay period commencing on or after 1/10/2006 (3.5%)	From 1/10/2007 (0.5% et al) (0.5% + 3.5%+ \$380 step 8 only)	From the first pay period commencing on or after 1/10/2007 (3.5%)
LECTURERS ASSISTANT	1	38609	39381		40759	41167		42608	42821	44320
	2	40844	41661		43119	43550		45074	45299	46884
	3	43079	43941		45479	45934		47542	47780	49452
	4	45328	46235		47853	48332		50024	50274	52034
	5	47673	48626		50328	50831		52610	52873	54724
LECTURER	1	43214	44078		45621	46077		47690	47928	49605
	2	45443	46352		47974	48454		50150	50401	52165
	3	47673	48626		50328	50831		52610	52873	54724
	4	49900	50898		52679	53206		55068	55343	57280
	5	52133	53176		55037	55587		57533	57821	59845
	6	54362	55449		57390	57964		59993	60293	62403
	7	56591	57723		59743	60340		62452	62764	64961
	8	58745	59920	62088	*	62709	65414	*	68422	*
ADVANCED SKILLS LECTURERS - 1		64282	65568		67863	68542		70941	71296	73791
ADVANCED SKILLS LECTURERS - 2		67818	69174		71595	72311		74842	75216	77849
PRINCIPAL LECTURER		71662	73095		75653	76410		79084	79479	82261
EDUCATIONAL MANAGER A Step 1		67420	68768		71175	71887		74403	74775	77392
EDUCATIONAL MANAGER A Step 2		75995	77515		80228	81030		83866	84285	87235
EDUCATIONAL MANAGER B		83835	85512		88505	89390		92519	92982	96236

Classification	Step	Current Salaries 1/10/2004	From 1/7/2005 (2%)	From 1/10/2005 (3.5% +\$71 step 8 only)	From the first pay period commenci ng on or after 1/10/2005 (3.5%)	From 1/4/2006 (1%)	From 1/10/2006 (3.5% + \$510 step 8 only)	From the first pay period commenci ng on or after 1/10/2006 (3.5%)	From 1/10/2007 (0.5% et al) (0.5% + 3.5%+ \$380 step 8 only)	From the first pay period commenci ng on or after 1/10/2007 (3.5%)
EDUCATIONAL MANAGER C		89770	91565		94770	95718		99068	99563	103048
INSTITUTE DIRECTORS										
CD-1		91345	93172		96433	97397		100806	101310	104856
CD-2		98113	100075		103578	104614		108275	108816	112625
CD-3		112877	115135		119165	120357		124569	125192	129574
HOURLY PAID INSTRUCTORS										
HPI Class V		34.55	35.25		36.50	36.85		38.15	38.35	39.70
HPI Class IV		44.45	45.35		46.95	47.40		49.05	49.30	51.05
HPI Class III		54.00	55.10		57.05	57.60		59.60	59.90	62.00
HPI Class II		70.75	72.15		74.70	75.45		78.10	78.50	81.25
HPI Class I	Min	73.45	74.90		77.50	78.30		81.05	81.45	84.30
	Max	104.55	106.65		110.40	111.50		115.40	116.00	120.05
INVIGILATOR										
1 hour exam		16.90	17.25		17.85	18.05		18.70	18.80	19.45
2 hour exam		31.00	31.60		32.70	33.05		34.20	34.35	35.55
3 hour exam		44.95	45.85		47.45	47.90		49.60	49.85	51.60

\* Explanatory Note (Lecturer (Level 8)):

As salary increases for level 8 lecturers operate from 1 October 2005, 1 October 2006 and 1 October 2007, no increase in salary is applicable to level 8 lecturers as from the first pay period to commence on or after 1 October 2005, 1 October 2006 and 1 October 2007.

## Schedule 1.7 Swimming and Aquatic Instructors

Classification Step	Current Salaries 1/10/2004 Per hour	From 1/7/2005 (2%)	From the first pay period commencing on or after 1/10/2005 (3.5%)	From 1/4/2006 (1%)	From first pay period commencing on or after 1/10/2006 (3.5%)	From 1/10/2007 (0.5%)	From first pay period commencing on or after 1/10/2007 (3.5%)
Instructor in Charge (IC)	44.45	45.35	46.95	47.40	49.05	49.30	51.05
2 <sup>nd</sup> In Charge	37.35	38.10	39.45	39.85	41.25	41.45	42.90
Senior Instructor	33.00	33.65	34.80	35.15	36.40	36.60	37.90
Instructor	30.15	30.75	31.85	32.15	33.30	33.45	34.60
Assistant Instructor	17.30	17.65	18.25	18.45	19.10	19.20	19.85

1. The parties agree to a consent variation of the Teachers (DECS) Award to include the following classifications:
  - a. Instructor in Charge (IC);
  - b. 2<sup>nd</sup> In Charge;
  - c. Senior Instructor;
  - d. Instructor;
  - e. Assistant Instructor.

**Schedule 1.8 Band 2 Promotional Classification Guidelines**

<b>LEADERSHIP LEVEL</b>	<b>LEADERSHIP FUNCTION</b>		
	<b>School Services &amp; Management</b>	<b>Program Management</b>	<b>Special Projects</b>
<p><b>Assistant Principal Level 2</b> The Assistant Principal is expected to undertake roles as a member of the school's senior management team in addition to functions within the School Services &amp; Management, Program Management or Special Projects.</p>	<ul style="list-style-type: none"> <li>1 Major Functions in a school of classification PC07 or PC08</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>2 Major Functions in a school of classification PC05 or PC06</li> </ul>	<ul style="list-style-type: none"> <li>lead team of 15 or more FTE staff</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>whole school program in a PC07 or PC08</li> </ul>	<ul style="list-style-type: none"> <li>multiple projects and lead 5 or more project staff in a PC06 to PC08</li> </ul>
<p><b>Assistant Principal Level 1</b> The Assistant Principal is expected to undertake roles as a member of the school's senior management team in addition to functions within the School Services &amp; Management, Program Management or Special Projects</p>	<ul style="list-style-type: none"> <li>1 Major Function in a PC05 or PC06</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>2 Major Functions in a PC03 or PC04</li> </ul>	<ul style="list-style-type: none"> <li>lead a team of 10-14 FTE staff</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>whole school program in a PC05 or PC06</li> </ul>	<ul style="list-style-type: none"> <li>multiple projects and lead project staff in a PC01 to PC05</li> </ul>
<p><b>Co-ordinator Level 3</b></p>	<ul style="list-style-type: none"> <li>1 Major Function in a PC05 or PC06</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>2 Major Functions in a PC03 or PC04</li> </ul>	<ul style="list-style-type: none"> <li>lead a team of 10-14 FTE staff</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>whole school program in a PC05 or PC06</li> </ul>	<ul style="list-style-type: none"> <li>multiple projects and lead project staff in a PC01 to PC05</li> </ul>
<p><b>Co-ordinator Level 2</b></p>	<ul style="list-style-type: none"> <li>1 Major Function in a PC03 or PC04</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>2 Major Functions in a PC01 or PC02</li> </ul>	<ul style="list-style-type: none"> <li>lead a team of 4-9 FTE staff</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>whole school program in a PC03 or PC04</li> </ul>	<ul style="list-style-type: none"> <li>single school-wide project in PC06 to PC08</li> </ul>

LEADERSHIP LEVEL	LEADERSHIP FUNCTION		
	School Services & Management	Program Management	Special Projects
<b>Co-ordinator Level 1</b>	<ul style="list-style-type: none"> <li>• 1 Major Function in a PC01 or PC02</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>• assist the DP/AP in a school with classification PC05, PC06, PC07 or PC08</li> </ul>	<ul style="list-style-type: none"> <li>• lead a team of 1-3 FTE staff</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>• whole school program in a PC01 or PC02</li> </ul>	<ul style="list-style-type: none"> <li>• single school-wide project in PC01 to PC05</li> </ul>
	<p><b>General Functions:</b> Teachers undertaking School Services and Management leadership positions will be involved in managing the major school-wide functions of:</p> <ol style="list-style-type: none"> <li>1. the school's teaching and learning program;</li> <li>2. the school's training and development program;</li> <li>3. student services, which may include counselling and student behaviour management;</li> <li>4. day-to-day operations.</li> </ol> <p>These responsibilities would be viewed as ongoing in nature with tenure from at least one term to a maximum of seven years.</p> <p>The outcome of performing this role is that improved educational outcomes for all students are achieved.</p>	<p><b>General Functions:</b> Teachers undertaking Program Management leadership positions will be involved in co-ordinating ongoing curriculum or other programs. Examples include:</p> <ol style="list-style-type: none"> <li>1. co-ordination of an area/areas of the curriculum;</li> <li>2. supervision of a group of students, eg R-2, year 11;</li> <li>3. co-ordinating of an across curriculum issue, eg implementation of the Curriculum Standards and Accountability Framework;</li> <li>4. co-ordination of a pastoral care program;</li> <li>5. co-ordination of special education programs.</li> </ol> <p>These responsibilities would be viewed as ongoing in nature with tenure from at least one term to a maximum of seven years.</p>	<p><b>General Functions:</b> Teachers undertaking specific project leadership positions will be involved in the development, trial and implementation of new policy initiatives which reflect the school's priorities.</p> <p>The outcomes of performing this role are the successful implementation of policies and improved educational outcomes for either all students or specified target groups of students.</p> <p>Positions in this area primarily involve development of policy and practices and/or subsequent implementation and monitoring of these.</p>

LEADERSHIP LEVEL	LEADERSHIP FUNCTION		
	School Services & Management	Program Management	Special Projects
	<p>Leadership of staff, including performance management, is an important component of this position.</p>	<p>The outcome of performing this role is that improved educational outcomes for all students are achieved.</p> <p>Leadership of staff, including performance management, is an important component of this position.</p>	<p>These positions would not be considered as ongoing but usually have a specified, limited life. Tenure would be from one term to a maximum of seven years.</p> <p>Leadership of staff, including performance management, may be a component of this position.</p>
	<p><u>In schools: PC07 or PC08</u>  Management and co-ordination of <b>one</b> of the school-wide functions as defined above.</p> <p><u>In schools: PC05 or PC06</u>  Management and co-ordination of <b>two</b> of the school-wide functions as detailed above.</p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• preparation of policy recommendations on relevant areas of responsibility for the Principal/Deputy Principal;</li> <li>• participation in school management committees as required;</li> <li>• provision of relevant training and development</li> </ul>	<p><u>General Program Management &amp; Leadership</u>  Administration and co-ordination of a significant whole school program in a PC07 or PC08 school</p> <p>OR</p> <p>Management and administration of a team of 15 or more FTE staff involved in a common program.</p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• setting of relevant objectives in accordance with school policy;</li> <li>• allocation of resources (human, physical, financial);</li> <li>• effective management of staff, including responsibility for performance</li> </ul>	<p><u>In schools: PC06 to PC08</u></p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• achievement of outcomes related to multiple projects/policies of school-wide significance which are difficult and complex, require sensitivity and include regular interaction with all staff of the school;</li> <li>• co-ordination of the provision, as appropriate, of relevant training and development programs to ensure the successful</li> </ul>

LEADERSHIP LEVEL	LEADERSHIP FUNCTION		
	School Services & Management	Program Management	Special Projects
	<p>programs to ensure successful operation of the school;</p> <ul style="list-style-type: none"> <li>• allocation and use of resources in a fair, effective and efficient manner;</li> <li>• provision of leadership for staff involved in the provision of the relevant School Services and Management functions;</li> <li>• contribution to the school's Quality Assurance processes as appropriate;</li> <li>• provision of regular reports to the school community through the principal in relation to relevant achievements in School Services and Management.</li> </ul>	<p>management;</p> <ul style="list-style-type: none"> <li>• evaluation of the attainment of program objectives;</li> <li>• evaluation of team and student performance as appropriate;</li> <li>• planning for future resource, program or HR requirements;</li> <li>• training and development of staff as appropriate;</li> <li>• contribution to whole school leadership and management;</li> <li>• provision of regular reports to the school community in relation to achievements of programs.</li> </ul>	<p>implementation of these projects/policies;</p> <ul style="list-style-type: none"> <li>• establishment and monitoring of appropriate review procedures;</li> <li>• provision of regular reports to the school community in relation to the achievements of the special projects;</li> <li>• allocation of resources in a fair, effective and efficient manner, and monitor their use;</li> <li>• provision of leadership for project staff.</li> </ul>
<p><b>Assistant Principal Level 1</b></p> <p><b>Note:</b></p> <p>An Assistant Principal Level 1 is expected to undertake roles as a member of the school's senior management team in addition to the functions within School Services &amp; Management, Program Management or Special Projects</p>	<p><u>In schools: PC05 or PC06</u></p> <p>Management and co-ordination of <b>one</b> of the school-wide functions as defined above.</p> <p><u>In schools: PC03 or PC04</u></p> <p>Management and co-ordination of <b>two</b> of the school-wide functions as detailed above.</p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• preparation of policy recommendations</li> </ul>	<p><u>General Program Management &amp; Leadership</u></p> <p>Administration and co-ordination of a significant whole school program in a PC05 or PC06 school</p> <p>OR</p> <p>Management and administration of a team of 10 to 14 FTE staff involved in a common program.</p> <p>Duties include:</p>	<p><u>In schools: PC01 to PC05</u></p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• achievement of outcomes related to multiple projects/policies of school-wide significance which are difficult and complex, require sensitivity and include regular</li> </ul>

LEADERSHIP LEVEL	LEADERSHIP FUNCTION		
	School Services & Management	Program Management	Special Projects
	<p>on relevant areas of responsibility for the Principal/Deputy Principal;</p> <ul style="list-style-type: none"> <li>• participation in school management committees as required;</li> <li>• provision of relevant training and development programs to ensure successful operation of the school;</li> <li>• allocation and use of resources in a fair, effective and efficient manner;</li> <li>• provision of leadership for staff involved in the provision of the relevant School Services and Management functions;</li> <li>• contribution to the school's Quality Assurance processes as appropriate;</li> <li>• provision of regular reports to the school community through the principal in relation to relevant achievements in School Services and Management.</li> </ul>	<ul style="list-style-type: none"> <li>• setting of relevant objectives in accordance with school policy;</li> <li>• allocation of resources (human, physical, financial);</li> <li>• effective management of staff, including responsibility for performance management;</li> <li>• evaluation of the attainment of program objectives;</li> <li>• evaluation of team and student performance as appropriate;</li> <li>• planning for future resource, program or HR requirements;</li> <li>• training and development of staff as appropriate;</li> <li>• contribution to whole school leadership and management;</li> <li>• provision of regular reports to the school community in relation to achievements of programs.</li> </ul>	<p>interaction with all staff of the school;</p> <ul style="list-style-type: none"> <li>• co-ordination of the provision, as appropriate, of relevant training and development programs to ensure the successful implementation of these projects/policies;</li> <li>• establishment and monitoring of appropriate review procedures;</li> <li>• provision of regular reports to the school community in relation to the achievements of the special projects;</li> <li>• allocation of resources in a fair, effective and efficient manner, and monitor their use;</li> <li>• provision of leadership for project staff.</li> </ul>
<b>Co-ordinator Level 3</b>	<p><u>In schools: PC05 or PC06</u> Management and co-ordination of <b>one</b> of the school-wide functions as defined above.</p>	<p><u>General Program Management &amp; Leadership</u> Administration and co-ordination of a significant whole school program in a</p>	<p><u>In schools: PC01 to PC05</u> Duties include:</p> <ul style="list-style-type: none"> <li>• achievement of outcomes</li> </ul>

LEADERSHIP LEVEL	LEADERSHIP FUNCTION		
	School Services & Management	Program Management	Special Projects
	<p><u>In schools: PC03 or PC04</u></p> <p>Management and co-ordination of <b>two</b> of the school-wide functions as detailed above.</p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• preparation of policy recommendations on relevant areas of responsibility for the Principal/Deputy Principal;</li> <li>• participation in school management committees as required;</li> <li>• provision of relevant training and development programs to ensure successful operation of the school;</li> <li>• allocation and use of resources in a fair, effective and efficient manner;</li> <li>• provision of leadership for staff involved in the provision of the relevant School Services and Management functions;</li> <li>• contribution to the school's Quality Assurance processes as appropriate;</li> <li>• provision of regular reports to the school community through</li> </ul>	<p>PC05 or PC06 school</p> <p>OR</p> <p>Management and administration of a team of 10 to 14 FTE staff involved in a common program.</p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• setting of relevant objectives in accordance with school policy;</li> <li>• allocation of resources (human, physical, financial);</li> <li>• effective management of staff, including responsibility for performance management;</li> <li>• evaluation of the attainment of program objectives;</li> <li>• evaluation of team and student performance as appropriate;</li> <li>• planning for future resource, program or HR requirements;</li> <li>• training and development of staff as appropriate;</li> <li>• contribution to whole school leadership and management;</li> <li>• provision of regular reports to the school community in relation to achievements of</li> </ul>	<p>related to multiple projects/policies of school-wide significance which are difficult and complex, require sensitivity and include regular interaction with all staff of the school;</p> <ul style="list-style-type: none"> <li>• co-ordination of the provision, as appropriate, of relevant training and development programs to ensure the successful implementation of these projects/policies;</li> <li>• establishment and monitoring of appropriate review procedures;</li> <li>• provision of regular reports to the school community in relation to the achievements of the special projects;</li> <li>• allocation of resources in a fair, effective and efficient manner, and monitor their</li> </ul>

LEADERSHIP LEVEL	LEADERSHIP FUNCTION		
	School Services & Management	Program Management	Special Projects
	the principal in relation to relevant achievements in School Services and Management.	programs.	use; <ul style="list-style-type: none"> <li>• provision of leadership for project staff.</li> </ul>
<b>Co-ordinator Level 2</b>	<p><u>In schools: PC03 or PC04</u>  Management and co-ordination of <b>one</b> of the school-wide functions as defined above.</p> <p><u>In schools: PC01 or PC02</u>  Management and co-ordination of <b>two</b> of the school-wide functions as detailed above.</p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• preparation of policy recommendations on relevant areas of responsibility for the Principal/Deputy Principal;</li> <li>• participation in school management committees as required;</li> <li>• provision of relevant training and development programs to ensure successful operation of the school;</li> <li>• allocation and use of resources in a fair, effective and efficient manner;</li> <li>• provision of leadership for staff involved in the provision of the</li> </ul>	<p><u>General Program Management &amp; Leadership</u>  Administration and co-ordination of a significant whole school program in a PC03 or PC04 school</p> <p>OR</p> <p>Management and administration of a team of 4 to 9 FTE staff involved in a common program.</p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• setting of relevant objectives in accordance with school policy;</li> <li>• allocation of resources (human, physical, financial);</li> <li>• effective management of staff, including responsibility for performance management;</li> <li>• evaluation of the attainment of program objectives;</li> <li>• evaluation of team and student performance as appropriate;</li> <li>• planning for future resource, program or HR requirements;</li> </ul>	<p><u>In schools: PC06 to PC08</u></p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• achievement of outcomes related to a single project of major school-wide importance involving regular interaction with all staff in the school;</li> <li>• co-ordination of the provision, as appropriate, of relevant training and development programs to ensure the successful implementation of these projects/policies;</li> <li>• establishment and monitoring of appropriate review procedures;</li> <li>• provision of regular reports to the school community in relation to the achievements of the special</li> </ul>

LEADERSHIP LEVEL	LEADERSHIP FUNCTION		
	School Services & Management	Program Management	Special Projects
	relevant School Services and Management functions; <ul style="list-style-type: none"> <li>• contribution to the school's Quality Assurance processes as appropriate;</li> <li>• provision of regular reports to the school community through the principal in relation to relevant achievements in School Services and Management.</li> </ul>	<ul style="list-style-type: none"> <li>• training and development of staff as appropriate;</li> <li>• contribution to whole school leadership and management;</li> <li>• provision of regular reports to the school community in relation to achievements of programs.</li> </ul>	projects; <ul style="list-style-type: none"> <li>• allocation of resources in a fair, effective and efficient manner, and monitor their use;</li> <li>• provision of leadership for project staff.</li> </ul>
<b>Co-ordinator Level 1</b>	<p><i>In schools: PC01 or PC02</i>            Management and co-ordination of <b>one</b> of the school-wide functions as defined above.</p> <p><i>In schools: PC05 or PC08</i>            Assistance for the Deputy Principal or the Assistant Principal as required.</p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• preparation of policy recommendations on relevant areas of responsibility for the Principal/Deputy Principal;</li> <li>• participation in school management committees as required;</li> <li>• provision of relevant training</li> </ul>	<p><i>General Program Management &amp; Leadership</i>            Administration and co-ordination of a significant whole school program in a PC01 or PC02 school</p> <p>OR</p> <p>Management and administration of a team of 1 to 3 FTE staff involved in a common program.</p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• setting of relevant objectives in accordance with school policy;</li> <li>• allocation of resources (human, physical, financial);</li> <li>• effective management of staff, including responsibility for</li> </ul>	<p><i>In schools: PC01 to PC05</i></p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• achievement of outcomes related to a single project of major school-wide importance involving regular interaction with all staff in the school;</li> <li>• co-ordination of the provision, as appropriate, of relevant training and development programs to ensure the successful implementation of these projects/policies;</li> </ul>

LEADERSHIP LEVEL	LEADERSHIP FUNCTION		
	School Services & Management	Program Management	Special Projects
	<p>and development programs to ensure successful operation of the school;</p> <ul style="list-style-type: none"> <li>• allocation and use of resources in a fair, effective and efficient manner;</li> <li>• provision of leadership for staff involved in the provision of the relevant School Services and Management functions;</li> <li>• contribution to the school's Quality Assurance processes as appropriate;</li> <li>• provision of regular reports to the school community through the principal in relation to relevant achievements in School Services and Management.</li> </ul>	<p>performance management;</p> <ul style="list-style-type: none"> <li>• evaluation of the attainment of program objectives;</li> <li>• evaluation of team and student performance as appropriate;</li> <li>• planning for future resource, program or HR requirements;</li> <li>• training and development of staff as appropriate;</li> <li>• contribution to whole school leadership and management;</li> <li>• provision of regular reports to the school community in relation to achievements of programs.</li> </ul>	<ul style="list-style-type: none"> <li>• establishment and monitoring of appropriate review procedures;</li> <li>• provision of regular reports to the school community in relation to the achievements of the special projects;</li> <li>• allocation of resources in a fair, effective and efficient manner, and monitor their use;</li> <li>• provision of leadership for project staff.</li> </ul>

**Schedule 1.9 School Size and Complexity Score (SSACS)  
(Replacement for Schedule 1.8 of the Certified Agreement 2002)**

**Introduction**

The trend of the recurrent funding allocated to a given school by the South Australian Government, defined and adjusted as described below, is used as the basis for measuring the size and complexity of that school for the purpose of determining the classification levels of the principal and - where applicable - the deputy principal position at that school. The trend data is used to calculate a School Size and Complexity Score (SSACS) for each school. Classifications are then determined from the list of schools ranked in order of the SSACS.

Persons in charge of schools which are responsible for their own ongoing enrolments and which are categorised in Departmental site records as Primary, Junior Primary, Rural, Area, Combined Primary/Secondary, Secondary, Special or Aboriginal/Aboriginal Lands – together with a small number of closely related sites such as the Open Access College – have a principal classification. Sub schools or campuses of schools and Special Education Facilities are not regarded as schools for this purpose.

The principal positions for a small number of specified schools are classified using manual procedures to achieve a consistent outcome. (These schools are listed in the addendum.) The classification of the principal positions in the remaining schools is determined by the procedures described in this Schedule.

All established Junior Primary Schools are treated as separate schools with their own principals and the principal positions classified accordingly. Subsequent negotiations about restructuring the leadership entitlement of related Primary and Junior Primary Schools are independent of this classification procedure. Similarly for other schools in which leadership restructuring may occur.

The starting point for the calculation of SSACS is the Resource Entitlement Statement (RES) allocation for each school, used without removing any components. These allocations exclude items such as “top-up” salaries, salaries for Temporarily Placed Teachers, long service leave payments and relieving ancillary staff costs.

To ensure valid data is used, the version of the RES allocations used is that stating the total allocation for each school for the preceding school year provided by the Department and certified correct by the respective school. This version includes all corrections, eg the term by term variations made to the allocations as additional classes are formed.

Staff salaries constitute a high proportion of RES allocations, which is consistent with the agreement by the parties that managing staff is the major component of the principal’s work. RES allocations include a number of components which enable schools to address the special needs of their students in a range of ways. Such activities are considered to contribute to the long-term size and complexity of leadership tasks in a systematic way.

One-off grants and all allocations of a capital nature are excluded - e.g. for new buildings and site restoration (after a fire). These costs are unevenly distributed over time, and are therefore excluded from the measure of aggregate funding designed to enable valid and reliable comparisons to be made between the size and complexity of schools.

School raised funds are excluded from the SSACS.

### **Combinations of RES allocations**

Some schools have special centres or units associated with them and for which the school principal is responsible. The total amount of the following RES allocations is included with the parent school's RES allocation:

- Centres for Hearing Impaired Children (CHICs) and similarly entitled centres/units
- Disability Units
- Child Parent Centres (CPCs) – including the Leadership and Administration Time (LAT) entitlement - and
- New Arrivals Programme units.

In the future, other centres may be treated in the same way if a school principal is responsible for them. Where there is shared responsibility, an appropriate fraction of the RES allocation is included.

In cases where a person is responsible for two schools, the RES allocations for each are added.

### **Transitional adjustment**

From the beginning of 2004, additions were made to RES allocations corresponding to an additional allocation of 160 Early Learning salaries and additional allocations for Leadership/Administration Time (LAT). Because these additions changed SSACS relativities, equivalent amounts were added to the RES allocations for each of 2001, 2002 and 2003, using the 2004 formulae applied to the respective year's data.

### **Ongoing Adjustments**

The adjustment processes described are applied to the data for each year separately, unless indicated otherwise.

In deriving the SSACS, total salary for each site is used as the measure of staff numbers (size) and the complexity of managing them. There is an anomaly in this procedure in that **Special School** teachers do not have an allocation for non-contact time, and thus the conversion from salaries to persons is different for these schools. To correct this anomaly, the RES for Special Schools is loaded by 20% of the total amount allocated for Tier 1 Teachers (including any additional allocations for term-by-term student intakes) plus Key Teachers plus Coordinators.

The result of this adjustment and the transitional adjustment is called the **Modified RES**.

The RES allocations include a significant number of components which are provided to enable schools to **address disadvantage**, eg Tier 2 and Tier 3 salaries and Special Education grants. These amounts are included in the calculations of SSACS in recognition of the added complexity resulting from devising and managing programmes to cater for the special needs of students. In order to give the appropriate level of recognition to the complexity added by the specific factors of student transience and aboriginal students, an additional loading is added to the Modified RES. 5% of the total Modified RES allocation is added to the schools' allocations, distributed according to the current Index of Educational Disadvantage category for each school, the corresponding rate per student (\$) allocated in the Global Budget and the

July enrolment of the previous year (as this is a validated enrolment figure). (In making the adjustments for 2001, 2002 and 2003, the 2004 categories and rates per student were used.)

The RES allocations include a limited component related to **school isolation**. These amounts are included in the calculations of SSACS in recognition of the added complexity resulting from isolation. In order to give the appropriate level of recognition to the complexity added by isolation, an additional loading is added to the Modified RES, calculated as follows:

- Determine the schools in the Country Zones 3, 4 and 5, as defined in the current Enterprise Agreement.
- Determine the annual cash incentive for teachers in their first year at these schools as defined in the current Enterprise Agreement.
- Allocate each school an amount equal to the July enrolment of the previous year multiplied by the annual cash incentive multiplied by a factor chosen so that the total loading for isolation is 2% of the total Modified RES allocation.

(In making the adjustments for 2001, 2002 and 2003 the 2004 information was used. In later years, the current year's information is used.)

The result of these two adjustments to the modified RES is called the **Weighted RES**.

### **Calculating the trend**

For each year separately, these adjusted RES allocations are converted to Standard Scores (z scores), using the normal statistical procedures. These scores are then multiplied by 10 and 45 added to them, resulting in a score between 1 and 100 (called a 45:10 score) for each school. This procedure eliminates the impact of small variations in the components included in RES allocations and the effect of inflation.

The projected 45:10 score is calculated for each school for the year ahead, using Excel "Forecast" or other program based on the least squares best-fit straight line algorithm. This projected score is the interim **SSACS** for the school.

As the data for each year becomes available in the future, it is incorporated into the calculations. When agreed between the parties, the projection for two years ahead rather than one year will be used.

### **Determining classifications**

Schools are then ranked according to their SSACS score and each principal position allocated an interim classification on the basis of selected boundary values. (The initial boundary values were chosen to preserve the overall distribution of classifications.)

Three checks are then carried out before the interim classification is confirmed.

(1) Each school for which the difference between the projected score and the average score for the previous three years is more than 10% of that average score is reviewed, using additional enrolment data, including end of February enrolment data, to check the extent to which the trend is being maintained. The interim SSACS and the classification is modified where this is justified. Before changing the classification, the benefit of the doubt is given to the school.

(2) The actual staffing allocations and appointments made to Aboriginal and Aboriginal Lands schools is checked, and appropriate adjustments made for transfer or pooling of allocations.

(3) The existing provision for input by District Directors and school councils on relevant local factors, such as impending school closures or new housing developments, will continue.

#### **Access to information**

A set of updated reports will be prepared each year, showing the SSACS for each school and the classification of the principal position. These will be available for inspection by employees. The boundary values will be adjusted if necessary during this process to maintain the overall consistency of the system.

#### **Addendum**

The principal positions for the following schools will be classified manually.

Open Access College	0849	Arbury Park Outdoor School	1426
Adelaide Sec School of English	1686	SA School of Languages	1802

## **Schedule 2. Country Incentives**

### **Schedule 2.1 Country Incentives Until 2002 (incl.)**

1.
  - (a) After 4 years service in a country school, a teacher in Band 1, an Advanced Skills Teacher, a Senior or a Special Senior appointed prior to 7/12/94 shall be entitled to a transfer to a permanent position in a school in the metropolitan area.
  - (b) A teacher in Band 1, an Advanced Skills Teacher, a Senior or a Special Senior appointed prior to 7/12/94 who has worked in a school that attracts 3.0 isolation placement points:
    - for two years; shall be entitled to a transfer to another country school; or
    - for three years; shall be entitled to a transfer to a school in the metropolitan area.
  - (c) Only Teachers (including an Advanced Skills Teacher, a Senior or a Special Senior) covered by this Schedule appointed on or after 7/12/94 for 1995, to any of the schools covered by this Schedule, in the following circumstances, namely:
    - teachers appointed to permanent vacancies in all schools attracting 3.0 and 4.0 isolation points and,
    - teachers appointed to vacancies created as a result of the former incumbent being appointed as a Band 3 teacher or a Band 2 teacher,shall be entitled to transfer to a permanent position in a school in the metropolitan area after four years service in a country school.
2. Band 1 Teachers, Key Teachers, Seniors, Special Seniors, Coordinators, Assistant Principals and Advanced Skills Teachers shall be paid a \$500 allowance on the satisfactory completion of each year of approved study if:
  - they have served at least 4 years in a designated school accrued from 1990 or thereafter and have remained in the designated school area; and/or
  - during the first two years subsequent to their return to the metropolitan area, if they have served 6 years in a designated school accrued from 1990 or thereafter.
3. Band 1 Teachers, Key Teachers, Seniors, Special Seniors, Coordinators, Assistant Principals and Advanced Skills Teachers in Aboriginal and Anangu Schools shall be entitled to one term study leave with pay after 2 years of service in these schools after 1/1/90.
4.
  - (a) For the purposes of this clause:

"Service" means service accrued from commencement of the 1987 school year.

"Qualifying period" means the period of service referred to in sub-clause (b).
  - (b) Subject to this clause, teachers will receive the following periods of leave with pay (or at the employees' option to receive the equivalent in monetary terms) after continuous service in a designated school, or in two schools, which together attract 9.5 or more isolation placement points:
    - one term's leave on full pay after six years of continuous service;
    - two terms' leave on full pay after eight years of continuous service;
    - one year's leave on full pay after ten years of continuous service.
  - (c)
    - (i) Periods of leave without pay for more than a term, other than accouchement leave or parenting leave, will result in the qualifying period recommencing; and
    - (ii) No period of leave without pay, including accouchement or parenting leave, will count towards the qualifying period.
  - (d) Teachers will be eligible for this incentive leave on only one occasion in each location(s).

5. Teachers who complete 7 years of country service in a school that attracts 3.5 or more isolation placement points, will receive an allowance determined by the Chief Executive of the Department for Education and Children's Services on the basis of the reasonable cost of removal from that location to the metropolitan area. This allowance will be paid at the completion of the school year and will continue to be paid at the completion of each year, up to the end of the 10th year in that school.
6. Band 1 teachers shall be entitled to:
  - an allowance equivalent to one additional salary increment up to a maximum of Step 12, for teachers remaining beyond four years in a school which attracts 3.5 isolation placement points;
  - an allowance equivalent to two additional salary increments, up to a maximum of Step 12, for remaining beyond four years in a school which attracts 5.5 or more isolation placement points;
7. (a) Subject to this clause, Band 3 teachers in Aboriginal and Anangu Schools will be eligible to receive the following incentives:
  - (i) A four week induction program. This should include attendance at the Principal Induction Program (one week), Aboriginal Culture and Studies Course at the Aboriginal Education Unit (one week) and two weeks negotiated observation programs. 50% of the induction program should be taken during school vacations.
  - (ii) Teachers who have completed three years continuous service in a Band 3 position in an Aboriginal or Anangu School and employees remaining in a Band 3 position are entitled to an allowance equivalent to the annual rent paid on their "Real Estate Management" residence at the end of year to a maximum of \$2000 in their fourth and subsequent years.
  - (iii) After 3 years continuous service in a Band 3 position in an Anangu School a teacher will be granted one term's approved Training and Development leave. Teachers completing three years' continuous service in a Band 3 position in an Aboriginal School or Yalata Anangu School will be granted a term's approved Training and Development leave. Teachers will be eligible for this incentive leave on only one occasion in each location.
  - (iv) After 3 years continuous service in a Band 3 position in Anangu or Aboriginal Schools a teacher will be offered a Band 3 position within 150 km of Adelaide for a period of 2 years, or salary maintenance without pegging in another location for a further 2 years.
- (b) For the purposes of this clause:
  - (i) "Anangu Schools" means schools located in the communities of Pipalyatjara, Amata, Fregon, Ernabella, Mimili, Murputja, Kenmore Park and Indulkana. "Aboriginal Schools" means schools located in the communities of Yalata, Koonibba, Oodnadatta, Marree, Raukkan and Pt Pearce.
  - (ii) The operative date for the purpose of determining service in relation to these incentives is teachers appointed to Band 3 positions in Aboriginal and Anangu schools from the beginning of the 1990 school year.
8. For the purposes of this Schedule:
 

"Isolation placement points" means the points determined in accordance with the Appendix attached to this Schedule.

"Band 1 teacher" means a teacher paid in accordance with Schedule 1.1 of this Agreement.

"Band 2 teacher" means a teacher holding a position with a classification referred to in Schedule 1.1 as a *Band 2 Promotional Classification*.

"Band 3 teacher" means a teacher holding a position as a Principal or Deputy Principal.

"Designated school" means a school included in Appendix 1A of this Schedule.

"Country School" means a school included in Appendix 1B of this Schedule.

Band 3 teachers - Clauses 4 and 5 in this schedule apply to all Band 3 teachers effective from January 1990.

## Schedule 2.1 Appendix 1A - List of Designated Schools

### Area Schools including CPC's

Booleroo Centre	East Murray	Leigh Creek	Penneshaw
Brown's Well	Elliston	Lock	Quorn
Ceduna	Hawker	Miltaburra	Roxby Downs
Cleve	Karcultaby	Mintabie	Streaky Bay
Cooper Pedy	Kimba	Orroroo	Woomera
Cowell	Kingston	Parndana	Wudinna

### Junior and Primary Schools including CPC's

Andamooka	Melrose	Port Kenny	Whyalla Stuart
Augusta Park	Memorial Oval	Port Neill	Whyalla Town
Carlton (to 2002)	Napperby	Port Pirie West	Willsden
Fisk Street	Nicolson Avenue	Risdon Park	Wilmington
Flinders View	Peterborough	Solomontown	Wirrabara
Hincks Avenue	Pinnaroo	Stirling North	
Lake Wangarry	Port Augusta West	Ungarra	
Long Street	Port Germein	Warrambo	

### High Schools

Edward John Eyre	Peterborough	Stuart
John Pirie	Port Augusta	Whyalla

### Special Schools (Centres and Units)

Pt Augusta Special Learning Centre	Western Area Centre for Hearing Impaired Children
Pt Pirie Special School	Whyalla Special School
Spencer Special Education Unit	
The Haven	
Western Area Behaviour Support Unit	

### Aboriginal and Anangu Schools

Amata	Kenmore Park	Oak Valley	Watarru
Carlton (from 2002)	Koonibba	Oodnadatta	Yalata
Ernabella	Marree	Pipalyatjara	
Fregon	Mimili	Point Pearce	
Indulkana	Murputja	Raukkan	

### Rural Schools

Karkoo	Wharminda
Penong	Yunta
Terowie	

### Other Schools and Support Services

Pt Augusta School of the Air
Pitjantjatjara Yankuytjatjara Education Services Office (Ernabella)
Remote and Isolated Childrens' Education Program (RICE)

**Schedule 2.1 Appendix 1B - List of Country Schools Showing Base Plus Isolation Points**

**COUNTRY SCHOOLS SCHEDULE SHOWING BASE PLUS ISOLATION POINTS  
(FROM BEGINNING 1995)**

**(each school receives 1.0 base point included in the points listed below)**

SCNO	SCHOOL		SCNO	SCHOOL		SCNO	SCHOOL	
980	Airdale PS	3.5	968	Fisk Street PS	4.5	895	Loxton HS	4.0
226	Alford PS	3.5	1396	Flinders View PS	4.0	678	Loxton North PS	4.0
751	Allendale East AS	4.5	138	Frances PS	4.0	760	Loxton PS	4.0
1001	Amata Anangu S	7.0	1382	Fraser Park PS	2.0	749	Lucindale AS	4.5
509	Andamooka PS	5.0	1196	Fregon Anangu S	7.0	238	Lyrup PS	4.0
732	Ardrossan AS	3.0	144	Georgetown PS	3.5	761	Maitland AS	3.5
425	Auburn PS	2.5	145	Geranium PS	3.5	241	Mallala PS	2.0
990	Augusta Park PS	4.0	775	Gladstone HS	3.5	1170	Mannum HS	2.0
769	Balaklava HS	2.5	147	Gladstone PS	3.5	738	Mannum PS	2.0
477	Balaklava PS	2.5	148	Glenburnie PS	4.5	245	Manoora PS	2.5
506	Barmera PS	3.5	1217	Glencoe Central PS	4.5	1667	Marla Primary School [closed 1999]	6.5
519	Beachport PS	4.5	776	Glossop HS	4.0	248	Marree Ab S	5.5
532	Berri PS	4.0	153	Glossop PS	4.0	1795	McDonald Park JPS	4.5
571	Blanchetown PS	3.0	1645	Gordon Education Cnt	4.5	1087	McDonald Park PS	4.5
586	Blyth PS	3.0	928	Grant HS	4.5	911	McRitchie Cres PS [closed 1998]	
600	Booborowie PS	3.5	166	Hallett PS [closed 1997]		253	Melrose PS	4.0
771	Booleero Centre HS	4.0	167	Hamley Bridge PS	2.0	479	Memorial Oval PS	4.5
603	Booleero Centre PS	4.0	175	Hawker AS	4.5	750	Meningie AS	3.0
894	Bordertown HS	4.0	938	Hincks Avenue PS	4.5	265	Mil Lel PS	4.5
733	Bordertown PS	4.0	1174	Indulkana Anangu S	7.0	780	Millicent HS	4.5
633	Brentwood RS [closed 1997]		694	Iron Baron PS [closed 1992]		605	Millicent North PS	4.5
752	Brinkworth PS	3.5	191	Iron Knob PS [closed 1998]		970	Millicent South PS	4.5
330	Brown's Well Dist AS	4.0	777	Jamestown Comm Sch (formerly HS)	3.5	1121	Miltaburra AS	5.5
1432	Burra Community S	3.5	193	Jamestown PS [closed 2000]		1527	Mimili Anangu S	7.0
702	Bute PS	3.0	194	Jervois PS	2.5	781	Minlaton AS	3.5
704	Cadell PS	3.5	792	John Pirie SS	3.5	1794	Mintabie AS	7.0
707	Caltowie PS [closed 1998]		778	Kadina Memorial HS	3.0	269	Mintaro/Farrell F PS	3.0
747	Cambrai AS	2.5	196	Kadina PS	3.0	274	Monash PS	4.0
981	Carlton PS	4.0	197	Kalangadoo PS	4.5	1488	Moonta AS	3.5
712	Carrieton PS [closed 1998]		957	Kangaroo Inn AS	4.5	279	Moorak PS	4.5
734	Ceduna AS	5.5	1123	Karultaby AS	5.5	280	Moorook PS	3.5
773	Clare HS	2.5	672	Karkoo PS	5.5	282	Morgan PS	3.5
719	Clare PS	2.5	756	Karoonda AS	3.0	287	Mt Bryan PS	3.5
753	Cleve AS	5.0	757	Keith AS	3.5	288	Mt Burr PS	4.5
721	Cobdogla PS	3.5	1696	Kenmore Park An S	7.0	1312	Mt Gambier East JPS	4.5
724	Compton PS	4.5	205	Keyneton PS	2.0	692	Mt Gambier East PS	4.5
920	Cooper Pedy AS	6.0	736	Kimba AS	5.0	784	Mt Gambier HS	4.5
727	Cook AS [closed 1998]		758	Kingscote AS	4.0	1333	Mt Gambier North JPS [closed 1997]	
729	Coomandook AS	3.0	737	Kingston C S	4.0	953	Mt Gambier North PS	4.5
730	Coonalpyn PS	3.5	209	Kingston O M PS	3.5	1650	Mulga Street PS	4.5
731	Coorabie RS-Annex Pe [closed 1997]	6.5	899	Kirton Point PS	5.5	297	Mundulla PS	4.0
735	Cowell AS	5.0	211	Kongorong PS	4.5	1859	Murputja Anangu S	7.0
111	Crystal Brook PS	3.5	212	Koolunga PS	3.5	785	Murray Bridge HS	2.0
754	Cummins AS	5.5	1003	Koonibba Ab S	6.0	1270	Murray Bridge JPS	2.0
114	Curramulka PS	3.5	215	Kulpara PS [closed 2000]	2.5	299	Murray Bridge PS	2.0
117	Darke Peak PS	5.0	217	Kybybolite PS [closed 1999]	4.5	116	Murray Bridge Sp S	2.0
1640	Disability S-E D	4.5	563	Lake Wangary PS	5.5	950	Murray Bridge Sth PS	2.0
1641	Disability S-Mlands [closed 1980]	2.0	759	Lameroo Regional CS	3.5	302	Mypolonga PS	2.5
1646	Disability S-Pirie Y	3.5	220	Laura PS	3.5	592	Nangwarry PS	4.5
1642	Disability Ser-Riv/L	4.0	748	Leigh Creek AS	5.0	308	Napperby PS	3.5
102	East Murray AS	3.5	1158	Lincoln Gardens (formerly South) PS	5.5	786	Naracoorte HS	4.5
126	Edithburgh PS	3.5	230	Lock AS	5.0	309	Naracoorte PS	4.5
1030	Edward John Eyre HS	4.5	1133	Long Street PS	4.5	936	Naracoorte Sth PS	4.5
128	Elliston AS	5.5	235	Loveday Primary School	3.5	311	Narrung PS	3.5
1034	Ernabella Anangu S	7.0				1000	Nepabunna Ab S [closed 1998]	
755	Eudunda AS	2.5				1307	Nicolson Avenue JPS	4.5
7194	Far West Resource Un [closed 1993]	3.0				677	Nicolson Avenue PS	4.5
						320	O B Flat PS	4.5
						1672	OAC:Pt Augusta SOA	4.0

SCNO	SCHOOL	
	[closed 1959]	
324	Oodnadatta Ab S	7.0
740	Orroroo AS	4.0
325	Owen PS	2.5
593	Padthaway PS	4.0
326	Palmer PS	2.0
651	Parndana AS	4.0
331	Paskeville PS	3.0
336	Penneshaw AS	4.0
931	Penola HS	4.5
763	Penola PS	4.5
338	Penong PS	6.0
789	Peterborough HS	4.0
339	Peterborough PS	4.0
764	Pinnaroo PS	4.0
1526	Pipalyatjara An S	7.0
846	Point Pearce Ab S	3.5
351	Poonindie PS	5.5
790	Port Augusta SS	4.0
367	Price PS	3.0
355	Pt Augusta West PS	4.0
741	Pt Broughton AS	3.5
357	Pt Germein PS	4.0
358	Pt Kenny PS	5.5
791	Pt Lincoln HS	5.5
1277	Pt Lincoln JPS	5.5
359	Pt Lincoln PS	5.5
1801	Pt Lincoln Special S	5.5
361	Pt Neill PS	5.0
214	Pt Pirie Sp S	3.5
363	Pt Pirie West PS	3.5
364	Pt Victoria PS [closed 1997]	
365	Pt Vincent PS	3.5
366	Pt Wakefield PS	2.5
793	Quorn AS	4.5
372	Ramco PS	3.5
845	Raukkan AB S	3.5
290	Reidy Park PS	4.5
375	Rendelsham PS	4.5
794	Renmark HS	4.0
1279	Renmark JPS	4.0
377	Renmark North PS	4.0
376	Renmark PS	4.0
378	Renmark West PS	4.0
685	Risdon Park PS	3.5
1413	Riverland Dist Off	4.0
962	Riverland Sp S	4.0
795	Riverton and Dist HS	2.5
383	Riverton PS	2.5
384	Robe PS	4.5
385	Robertstown Primary School	3.0
1817	Roxby Downs AS	5.0
389	Saddleworth Primary School	2.5
608	Salt Creek PS	3.5
400	Sedan PS	2.5
742	Snowtown AS	3.0
406	Solomontown PS	3.5
1370	South East CHIC [closed 1992]	4.5
407	Spalding PS	3.5
1643	Spencer Disab Ser	4.0
411	Stansbury PS	3.5
1481	Stirling North PS	4.0
745	Streaky Bay AS	5.5
1195	Stuart HS	4.5
422	Suttontown PS	4.5
423	Swan Reach AS	3.0
424	Tailem Bend PS	2.5
426	Tantanoola PS	4.5
428	Tarcoola AS [closed 1997]	
430	Tarlee PS	2.0
431	Tarpeena PS	4.5

SCNO	SCHOOL	
435	Terowie RS	3.5
438	Tintinara AS	3.5
442	Truro PS	2.0
743	Tumby Bay AS	5.0
446	Ungarra PS	5.0
800	Waikerie HS	3.5
456	Waikerie PS	3.5
460	Walleroo Mines PS	3.5
459	Walleroo PS	3.5
467	Warooka PS	3.5
468	Warrambo PS	5.0
469	Wasleys PS	2.0
470	Watervale PS	2.5
629	Wharminda PS	5.0
822	Whyalla HS	4.5
559	Whyalla Sp S	4.5
1293	Whyalla Stuart JPS	4.5
625	Whyalla Stuart PS	4.5
478	Whyalla Town PS	4.5
1308	Willsden JPS [closed 1994]	2.0
679	Willsden PS	4.0
483	Wilmington PS	4.0
486	Winkie PS	4.0
487	Wirrabara PS	4.0
491	Wolseley PS [closed 1994]	2.0
746	Woomera AS	5.0
765	Wudinna AS	5.0
500	Yacka PS [closed 1997]	
501	Yahl PS	4.5
999	Yalata Ab S	6.5
767	Yorke town AS	3.5
644	Yunta RS	4.0

**Schedule 2.2 Schools and Preschools – Country Incentives From 2003 (incl.)**

1. Country Incentives payable pursuant to this Schedule apply to Teachers (defined as Band 1, 2 or 3 teacher in Schedule 1.1 of this Agreement); Temporary Teachers; and Preschool Teachers and Directors employed in schools and preschools listed within specified Country Zones (as defined in this Schedule) on the following basis:
  - (a) Employees entitled to Country Incentives pursuant to Schedule 2.1 of this Agreement will continue to receive those entitlements.
  - (b) These cash incentives accrue and are payable on a fortnightly basis under the same conditions as payment of Locality Allowances.
  - (c) The payments apply during years 1 to 5 of service at a named school/preschool within a relevant Country Zone.
  - (d) The amount of the cash incentive payment depends on the Country Zone in which the relevant school/preschool is located.
  - (e) The total annual cash incentive payments for 2006 are:

YEAR	ZONE #2	ZONE #3	ZONE #4	ZONE #5
	<i>\$pa</i>	<i>\$pa</i>	<i>\$pa</i>	<i>\$pa</i>
1	739	1688	3271	5697
2	950	1899	3587	5908
3	1213	2110	3798	6119
4	1477	2374	4009	6330
5	1688	2638	4220	6541

- (f) There will be a payment of a one off ‘incidentals payment’ upon recruitment to permanency in any of Country Zones 2, 3, 4 or 5. The payment, which is conditional on the eligible employee actually commencing at the school/preschool in 2006 will be:
    - a. Zone 2 - \$317
    - b. Zone 3 - \$422
    - c. Zone 4 - \$528
    - d. Zone 5 - \$633
  - (g) The total annual cash incentive payments for 2007 are:

YEAR	ZONE #2	ZONE #3	ZONE #4	ZONE #5
	<i>\$pa</i>	<i>\$pa</i>	<i>\$pa</i>	<i>\$pa</i>
1	772	1764	3418	5953
2	993	1984	3748	6174
3	1268	2205	3969	6394
4	1543	2481	4189	6615
5	1764	2757	4410	6835

- (h) There will be a payment of a one off ‘incidentals payment’ upon recruitment to permanency in any of Country Zones 2, 3, 4 or 5. The payment, which is

conditional on the eligible employee actually commencing at the school/preschool in 2007 will be:

- a. Zone 2 - \$331
- b. Zone 3 - \$441
- c. Zone 4 - \$552
- d. Zone 5 - \$661

(i) The total annual cash incentive payments for 2008 are:

YEAR	ZONE #2	ZONE #3	ZONE #4	ZONE #5
	<i>\$pa</i>	<i>\$pa</i>	<i>\$pa</i>	<i>\$pa</i>
1	803	1835	3555	6191
2	1033	2063	3898	6421
3	1319	2293	4128	6650
4	1605	2580	4357	6880
5	1835	2867	4586	7108

(j) There will be a payment of a one off 'incidentals payment' upon recruitment to permanency in any of Country Zones 2, 3, 4 or 5. The payment, which is conditional on the eligible employee actually commencing at the school/preschool in 2008 will be:

- a. Zone 2 - \$344
- b. Zone 3 - \$459
- c. Zone 4 - \$574
- d. Zone 5 - \$687

(k) No period of leave without pay will attract the cash incentive payment.

(l) Eligible employees employed on a part-time basis will be entitled to payment on a pro-rata basis in the same proportion as their fraction of time appointment.

(m) If a teacher is required to relocate either within a relevant Country Zone or across relevant Country Zones then the entitlement period will be deemed to recommence, that is if a teacher has completed up to and including five years in an eligible school/preschool and relocates to another eligible school/preschool the incentives will again apply.

3. The relevant Country Zones, listing the schools/preschools located within each, are detailed in Appendix 3a of this Schedule.
4. Band 3 Teachers in Aboriginal and Anangu Schools are eligible to receive a four week induction program. This should include attendance at the Principal Induction Program (one week), Aboriginal Culture and Studies Course at the Aboriginal Education Unit (one week) and two weeks negotiated observation programs. 50% of the induction program should be taken during school vacations.
5. Band 1 and Band 2 Teachers and pre-school teachers and pre-school directors in Aboriginal and Anangu Schools are entitled to one term study leave with pay after 2 years of service in these schools.

6. After three years continuous service in a Band 3 position in an Anangu School a teacher are granted one term's approved Training and Development leave. Teachers completing three continuous service in a Band 3 position in an Aboriginal School or Yalata Anangu School are granted a school term of approved Training and Development leave. Such teachers are eligible for this incentive leave on only one occasion in each location.
  
7. For the purposes of this Schedule, "Anangu Schools" means schools located in the communities of Pipalyatjara, Amata, Fregon, Ernabella, Mimili, Murputja, Kenmore Park, Indulkana and Watarru. "Aboriginal Schools" means the following schools: Yalata, Oak Valley, Koonibba, Oodnadatta, Marree, Raukkan, Pt Pearce and Carlton Primary.

## Schedule 2.2 Appendix 3A – Country Zones

ZONE 2	ZONE 3	ZONE 4	ZONE 5
Airdale Primary School	Brown's Well District Area School	Andamooka Primary School	Amata Anangu School
Alford Primary School	East Murray Area School	Augusta Park Primary School	Coober Pedy Area School
Allendale East Area School	Frances Primary School	Carlton Primary School	Ernabella Anangu School
Ardrossan Area School	Geranium Primary School	Ceduna Area School	Fregon Anangu School
Barmera Primary School	John Pirie Secondary School	Cleve Area School	Indulkana Anangu School
Beachport Primary School	Kangaroo Inn Area School	Cowell Area School	Kenmore Park Anangu School
Berri Primary School	Keith Area School	Edward John Eyre High School	Koonibba Aboriginal School
Blanchetown Primary School	Kingston Community School	Ellistown Area School	Marree Aboriginal School
Booborowie Primary School	Lameroo Regional Community School	Fisk Street Primary School	Mimili Anangu School
Booleroo Centre District School	Lucindale Area School	Flinders View Primary School	Mintabie Area School
Bordertown High School	Millicent High School	Hawker Area School	Murputja Anangu School
Bordertown Primary School	Millicent North Primary School	Hincks Avenue Primary School	Oak Valley Aboriginal School
Brinkworth Primary School	Mt Burr Primary School	Karcultaby Area School	Oodnadatta Aboriginal School
Burra Community School	Mundulla Primary School	Karkoo Primary School	Pipalyatjara Anangu School
Bute Primary School	Naracoorte High School	Kimba Area School	Watarru Anangu School
Cadell Primary School	Naracoorte Primary School	Leigh Creek Area School	Yalata Aboriginal School
Cobdogla Primary School	Naracoorte South Primary School	Lock Area School	
Compton Primary School	Newbury Park Primary School	Long Street Primary School	
Coomandook Area School	Orroroo Area School	Memorial Oval Primary School	
Coonalpyn Primary School	Padthaway Primary School	Miltaburra Area School	
Crystal Brook Primary School	Peterborough High School	Nicolson Avenue Junior Primary School	
Cummins Area School	Peterborough Primary School	Nicolson Avenue Primary School	
Curramulka Primary School	Pinnaroo Primary School	Penong/Coorabie Primary School	
Edithburgh Primary School	Rendelsham Primary School	Port Augusta Secondary School	
Georgetown Primary School	Robe Primary School	Port Augusta Special School	
Gladstone High School	Salt Creek Primary School	Port Augusta West Primary School	
Gladstone Primary School	Terowie Rural School	Port Kenny Primary School	
Glenburnie Primary School	<b>PRESCHOOLS</b>	Port Neill Primary School	
Glencoe Central Primary School	Balharry Memorial Kindergarten	Quorn Area School	
Glossop High School	Geranium Kindergarten	Remote Isolated Childrens' Education Program	
Glossop Primary School	Keith War Memorial Community Care Kindergarten	Roxby Downs Area School	
Gordon Education Centre	Kingston Pre-school	School of the Air	
Grant High School	Lameroo and District Kindergarten	Stirling North Primary School	
Jamestown Community School	Michelle de Garis Kindergarten	Streaky Bay Area School	
Kalangadoo Primary School	Millicent North Kindergarten	Stuart High School	
Karoonda Area School	Naracoorte North Kindergarten	Warrambo Primary School	

ZONE 2	ZONE 3	ZONE 4	ZONE 5
Kingscote Area School	Orroroo Kindergarten	Wharminda Primary School	
Kingston on Murray Primary School	Peterborough Community Kindergarten	Whyalla High School	
Kirton Point Primary School	Pinnaroo Kindergarten	Whyalla Special School	
Kongorong Primary School	Rendelsham Pre-school	Whyalla Stuart Junior Primary School	
Lake Wangary Primary School	Robe Soldiers' Memorial Kindergarten	Whyalla Stuart Primary School	
Laura Primary School		Whyalla Town Primary School	
Lincoln Gardens Primary School		Willsden Primary School	
Loveday Primary School		Woomera Area School	
Loxton High School		Wudinna Area School	
Loxton North Primary School		Yunta Rural School	
Loxton Primary School		<b>PRESCHOOLS</b>	
Lyrup Primary School		Augusta Park Childhood Services Centre	
Maitland Area School		Ceduna Pre-school	
McDonald Park Junior Primary School		Cleve Children's Centre	
McDonald Park Primary School		Elliston RSL Memorial Children's Centre	
Melaleuca Park Primary School		Flinders Children's Centre	
Melrose Primary School		Hawker Childhood Services Centre	
Meningie Area School		Hinks Avenue Children's Centre	
Mil Lel Primary School		Kimba Community Kindergarten	
Minlaton District School		Leigh Creek Kindergarten	
Monash Primary School		Lock Early Learning Centre	
Moonta Area School		McRitchie Crescent Children's Centre	
Moorak Primary School		Miltaburra Children's Centre	
Moorook Primary School		Minya Bunhil Child Care and Kindergarten	
Morgan Primary School		Neta Kranz CSC	
Mount Gambier High School		Norrie Stuart CSC	
Mount Gambier North Primary School		Port Augusta Early Learning Centre	
Mulga Street Primary School		Port Augusta West CSC	
Nangwarry Primary School		Quorn Kindergarten	
		Roxby Downs Kindergarten	
Napperby Primary School		Stirling North CSC	
Narrung Primary School		St Pauls Kindergarten - Cowell	
O B Flat Primary School		Streaky Bay Children's Centre	
Parndana Area School		Whyalla Stuart Early Childhood Centre Kindergarten	
Penneshaw Area School		Willsden CSC	
Penola High School		Win Newby Kindergarten	
Penola Primary School		Wudinna RSL Memorial Kindergarten	
Point Pearce Aboriginal School			
Poonindie Primary School			
Port Broughton Area School			
Port Germein Primary School			

ZONE 2	ZONE 3	ZONE 4	ZONE 5
Port Lincoln High School			
Port Lincoln Junior Primary School			
Port Lincoln Primary School			
Port Lincoln Special School			
Port Pirie Special School			
Port Pirie West Primary School			
Port Vincent Primary School			
Ramco Primary School			
Rapid Bay Primary School			
Raukkan Aboriginal School			
Reidy Park Primary School			
Renmark High School			
Renmark Junior Primary School			
Renmark North Primary School			
Renmark Primary School			
Renmark West Primary School			
Risdon Park Primary School			
Riverland Special School			
Robertstown Primary School			
Saddleworth Primary School			
Snowtown Area School			
Solomontown Primary School			
Spalding Primary School			
Stansbury Primary School			
Suttontown Primary School			
Swan Reach Area School			
Tantanoola Primary School			
Tarpeena Primary School			
Tintinara Area School			
Tumby Bay Area School			
Ungarra Primary School			
Waikerie High School			
Waikerie Primary School			
Walleroo Mines Primary School			
Walleroo Primary School			
Warooka Primary School			
Wilmington Primary School			
Winkie Primary School			
Wirrabara Primary School			
Yahl Primary School			
Yorketown Area School			

ZONE 2	ZONE 3	ZONE 4	ZONE 5
<b>PRESCHOOLS</b>			
Acacia Kindergarten			
Ardrossan and Districts Community Kindergarten			
Akuna Kindergarten			
Barmera Kindergarten			
Berri Community Pre-School			
Bishop Kindergarten			
Booleroo Centre and District Kindergarten			
Brinkworth Pre-School Centre			
Burra Pre-School Kindergarten			
Bute K-7 School Kindergarten			
Carol Murray Children's Centre			
Coomandook Kindergarten			
Coonalpyn Kindergarten			
Cranston Street Kindergarten			
Crystal Brook Kindergarten			
Edithburg Pre-School Centre			
Ellendale Kindergarten			
Fram Street			
Gladigau Park Kindergarten			
Gladstone Kindergarten			
Glencoe District Kindergarten			
Jamestown Pre-school Kindergarten			
Kalangadoo Pre-school Centre			
Kangaroo Island CSC			
Kirinari Kindergarten			
Kirton Point			
Lake Terrace Kindergarten			
Lake Wangary Pre-school Centre			
Laura Pre-school Centre			
Loxton North Pre-school			
Loxton Pre-school Centre Inc.			
Maitland Kindergarten			
McArthur Park Kindergarten			
McKay Children's Centre			
Melrose Kindergarten			
Meningie Pre-school			
Minlaton District Kindergarten			
Moonta Kindergarten			
Monash Kindergarten			
Morgan Kindergarten			

<b>ZONE 2</b>	<b>ZONE 3</b>	<b>ZONE 4</b>	<b>ZONE 5</b>
Penneshaw Pre-school			
Peterborough Community Kindergarten			
Poonindie Kindergarten			
Port Broughton Kindergarten			
Port Pirie Community Kindergarten			
Renmark Children's Centre Inc.			
Renmark West Pre-school			
Risdon Park South Kindergarten			
Snowtown Pre-school Kindergarten			
Solomontown Kindergarten			
St Martin's Kindergarten			
Stansbury Kindergarten			
Swan Reach and Area Kindergarten			
Tumby Bay Kindergarten			
Waikerie Children's Centre			
Wallaroo Pre-school Centre			
Wilmington Kindergarten			
Yorketown and District Kindergarten			

### **Schedule 3. Advanced Skills Teacher 1 (AST1)**

The Department of Education and Children's Services is committed to an AST 1 Classification that recognises and rewards quality teachers. When teachers are awarded the AST 1 classification they can be assured that the selection process has been consistently and rigorously applied to identify and recognise exemplary teaching practice across the state.

An assessment panel of three merit trained members consisting of the Principal/site leader (or delegate), a Peer Panellist and an external DECS Peer Evaluator considers the evidence presented by the applicant and recommends whether or not the applicant meets all seven criteria.

#### **Recommendations for development during 2005 for implementation in 2006**

Applicants will present a portfolio of evidence that will include written statements against the criteria. This portfolio will enable applicants to address the criteria in a variety of ways.

1. Maintain the Extended Teaching Observations and documentation by the observer.
2. Maintain the current AST 1 Assessment day format that includes:
  - Panel observation of a teaching lesson;
  - A presentation addressing AST 1 criteria 1, 2 and 3 of up to 45 minutes;
  - Provision for a discussion of up to 45 minutes as a safety net for the applicant.
3. Criteria 4, 5, 6 and 7 will be addressed in the performance statements and references.

#### **Recommendations for development during the 2006 school year for implementation in 2007**

1. Remove the AST 1 application and assessment Eligibility requirement for a teacher to be on incremental step 6, 7, or 8.
2. Change the Eligibility Requirements for AST 1 to include pre-school teachers
3. Develop indicators and supporting documents to support pre-school teachers
4. Provide Training and Development Opportunities for pre-school teachers and leaders in AST 1 Processes

#### **AST 1 Reassessment process**

The AST 1 Reassessment review process will form part of normal performance management practices. A one page document that includes a summary statement of verification and the recommendation, signed by the applicant and the Principal/Director/line manager will be forwarded to the AST 1 Peer Evaluator for processing.

If after 5 years the Principal/Director believes that an AST 1 is not performing at the AST 1 level, a reassessment review will be conducted by an assessment panel of two, comprised of the Peer Evaluator and a merit trained Peer Panellist. The Principal/Director will provide evidence that the AST1 has been previously informed of performance concerns.

1. The applicant will have the opportunity to present a portfolio of evidence
2. Two referees nominated by the teacher may be contacted

3. The review process will include an interview with the Principal/Director or the delegated line manager
4. A summary of the evidence provided by the applicant will be documented and a copy provided to the applicant
5. The panel's recommendation will be forwarded to the Director, Organisation and Professional Development Services for a decision.

## **Schedule 4. Recruitment and Selection of Teaching Staff**

### **1. Introduction**

- 1.1 While each site has the responsibility to achieve the best for its children and students, each also operates as part of a public system of education. This requires each site to act within legislative and industrial frameworks and work collegiately with other site leaders to meet the obligations of DECS to its entire workforce. Many existing DECS teachers have accrued entitlements which must be honoured. These entitlements include permanency, rights of return from the country and preferred placement for long term, involuntary PATs.
- 1.2 Teachers recruited or placed under the processes described in this paper are appointed under Section 15(1) of the Education Act (1972). As such they are appointed by the Minister and are employees of the Department of Education and Children's Services, not individual schools.
- 1.3 Recruitment and selection of teaching staff would involve:
  - 1.3.1 schools identifying positions. Schools would be encouraged to declare all vacancies as early as is reasonably possible.
    - 1.3.1.1 an on-going vacant position can be described when:
      - 1.3.1.1.1 the position is vacant and no existing, permanent teacher holds right of return to the position;
      - 1.3.1.1.2 a new position is created which can be funded on an on-going basis from the local school's resource budget as described in the Resource Entitlement Statement.
    - 1.3.1.2 a temporary vacant position can be described when:
      - 1.3.1.2.1 a teacher is out of the school and holds right of return to the site;
      - 1.3.1.2.2 the school is undergoing a planned curriculum or major function change and a temporary position is declared to assist in the change management process;
      - 1.3.1.2.2 the school is planning for enrolment decline and an on-going position cannot be sustained.
    - 1.3.1.3 a joint DECS/AEU Review Panel would be established to consider concerns relating to the tenure of the vacancy i.e. when a temporary position of one year or longer is declared which appears to meet the criteria for an on-going position. This would operate on an exception basis rather than review all temporary positions.
  - 1.3.2 work injured teachers, approved high level compassionate placements and other identified teachers receiving a priority for placement in the process.

- 1.3.3 position descriptors being developed for each vacant position. A joint DECS and AEU working party will develop an agreed proforma model for describing vacant positions.
- 1.3.4 positions being advertised on the DECS website. Positions may also be advertised in external sources.
- 1.3.5 in Phase 1, existing permanent and employable teachers being able to apply and be considered equally for any advertised position which meet the following criteria:
  - 1.3.5.1 vacancies in country schools;
  - 1.3.5.2 vacancies in Index of Educational Disadvantage Categories, 1, 2 or 3;
  - 1.3.5.3 vacancies in designated special interest schools, namely music, language, agriculture and girls schools;
  - 1.3.5.4 vacancies in hard to staff curriculum subject areas in all schools (A joint DECS and AEU Working Party will develop an agreed list of subjects).

If the successful applicant is an existing temporary teacher, or not yet employed, any offer would be conditional on all minimum employment criteria being met by the applicant.

- 1.3.6 in Phase 1, only existing permanent teachers, eligible for transfer or needing to be placed, would be able to apply for all other vacancies not identified in section 1.3.5 above.
- 1.3.7 written applications and referee report processes forming part of the selection process. Interviews may also be held. The joint DECS and AEU Working Party will develop an agreed application process.
- 1.3.8 a panel, consisting of the site leader (or nominee) and an AEU staff representative, elected by AEU members at the site, being established to consider applications. Wherever possible, gender balance will be maintained on the panel. During panel considerations, either panel member can refer concerns or seek process clarification from the Executive Director, Strategic HR Management and Organisational Change or the President, AEU (SA Branch).
- 1.3.9 an appeal process being established in consultation with the AEU.
- 1.3.10 temporary staff who were successful in winning an on-going position through this process becoming permanent employees.

## **2. 2. Recruitment and Selection Process**

2.1 A number of policy and procedural changes will occur, including:

2.1.1 Phasing out of the Limited Placement Scheme for all schools. For 2007, this scheme will be eliminated in Index of Educational Disadvantage, Categories 1 and 2 sites. The phasing out process would be negotiated with the AEU and consider factors such as retirement/resignation rates.

2.1.2 Staff completing a tenured position of 12 months or greater (including leadership and seconded teacher positions) and not holding a right of return.

For positions of less than 12 months, right of return would be held to the school from which they took up the position.

For positions of 12 months or greater:

- for Band 3 positions (Principal and Deputy Principal positions) and Seconded Teacher positions, employees would become part of the Permanent Teacher Register (see below) if they were unsuccessful in winning another position;
- for Band 2 positions (Coordinator and Assistant Principal positions), in the metropolitan area, a position would need to be created in the school with the leadership position, unless other arrangements were negotiated. In a country location, the employee would become part of the Permanent Teacher Register (see below) if they were unsuccessful in winning another position or fall back to a position within 45 km of their home, whichever is the preferred option. This may include placement in the metropolitan area if the leadership position was won from a metropolitan school.

2.1.3 Addressing right of return matters in relation to special leave without pay.

2.2 A “Priority Placement Pool” and “Permanent Teacher Register” and “Employment Register” would be established.

2.2.1 The Priority Placement Pool would be centrally managed and contain:

2.2.1.1 Teachers with an approved Work Cover claim who need to be placed would be given a priority.

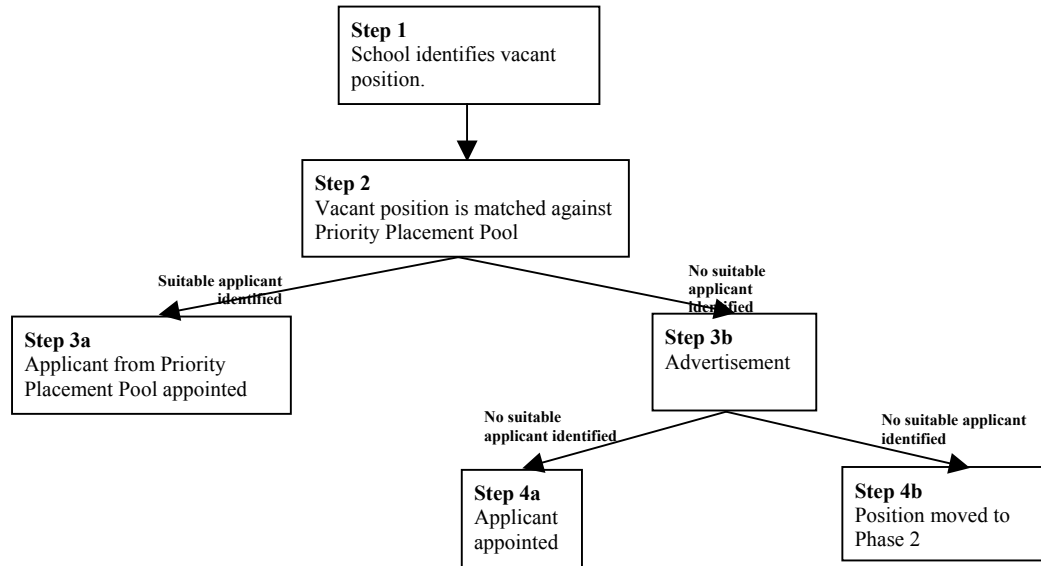
2.2.1.2 Permanent teachers who have an approved priority compassionate placement request. The degree of priority would be determined by Superintendent, Site Staffing and reflect the individual circumstances.

2.2.1.3 Teachers who still hold a guaranteed right of return to the metropolitan area from the country. This guarantee applies to those teachers appointed permanently to a country location prior to 1995. The number of teachers in this category exercising the guarantee continues to decline. In 2004 there were less than 20 teachers activating this type of guarantee.

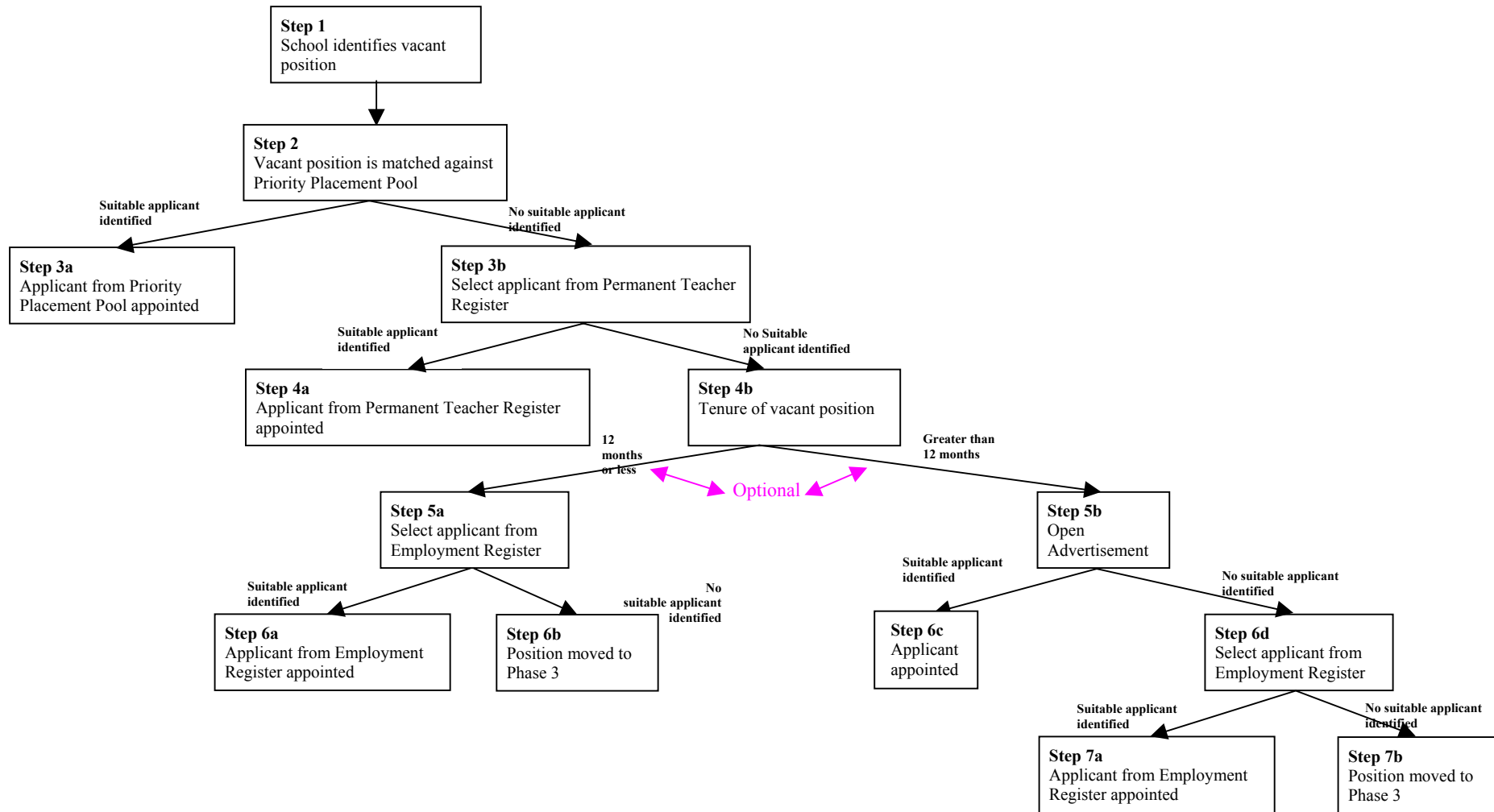
- 2.2.1.4 Country teachers seeking transfer to metropolitan locations who are eligible to transfer and are:
  - in at least their 5<sup>th</sup> year of continuous country employment in a zone 2 or 3 country school;
  - in at least their 4<sup>th</sup> year of continuous country employment in a zone 4 or 5 country school.
- 2.2.1.5 Teachers who are eligible for transfer and are in at least their 4<sup>th</sup> year of continuous service in an Index of Educational Disadvantage Category 1 school.
- 2.2.1.6 Teachers who are eligible for transfer and are in at least their 5<sup>th</sup> year of continuous service in an Index of Educational Disadvantage Category 2 school.
- 2.2.1.7 Teachers who have placed as involuntary PATs for a period of at least 4 years.
- 2.2.2 The Permanent Teacher Register would be centrally managed and contain:
  - 2.2.2.1 Teachers returning from leave and not holding a right of return to a specific position.
  - 2.2.2.2 Unplaced teachers. This would include teachers in Permanent Against Temporary (PAT) (excluding the group of 4 year involuntary PATs) and Temporary Placed Teachers (TPT) positions.
  - 2.2.2.3 Teachers identified through the Required Placement Process.
  - 2.2.2.4 Teachers identified through the Limited Placement Scheme.
  - 2.2.2.5 Teachers completing a tenured position and who do not hold right of return.
  - 2.2.2.6 Country Student Scholarship recipients completing their course of study.
  - 2.2.2.7 Early Targeted Country Graduate Scheme recruits.
- 2.2.3 The Employment Register would be centrally managed and include:
  - 2.2.3.1 A list of applicants seeking employment as a teacher with the Department of Education and Children's Services (DECS).
  - 2.2.3.2 Information on applicants including:
    - basic personal details such as name, address, phone number etc;
    - curriculum areas, levels of schooling and skills;
    - minimum employment criteria such as teacher registration, health declaration, first aid training etc;
    - a list of referees.
- 2.3 Permanent employees will be appointed to positions with a minimum tenure of one term and will be placed within 45 km of their place of residence (unless other placement rights exist e.g. country to metropolitan "J" guarantee).
- 2.4 The recommended strategy consists of three phases.

- 2.4.1 Phase 1 would involve only on-going vacancies.
- 2.4.2 Phase 2 would involve on-going and temporary vacancies.
- 2.4.3 Phase 3 would involve only temporary vacancies.
- 2.5 Further details on this strategy and step details follows.

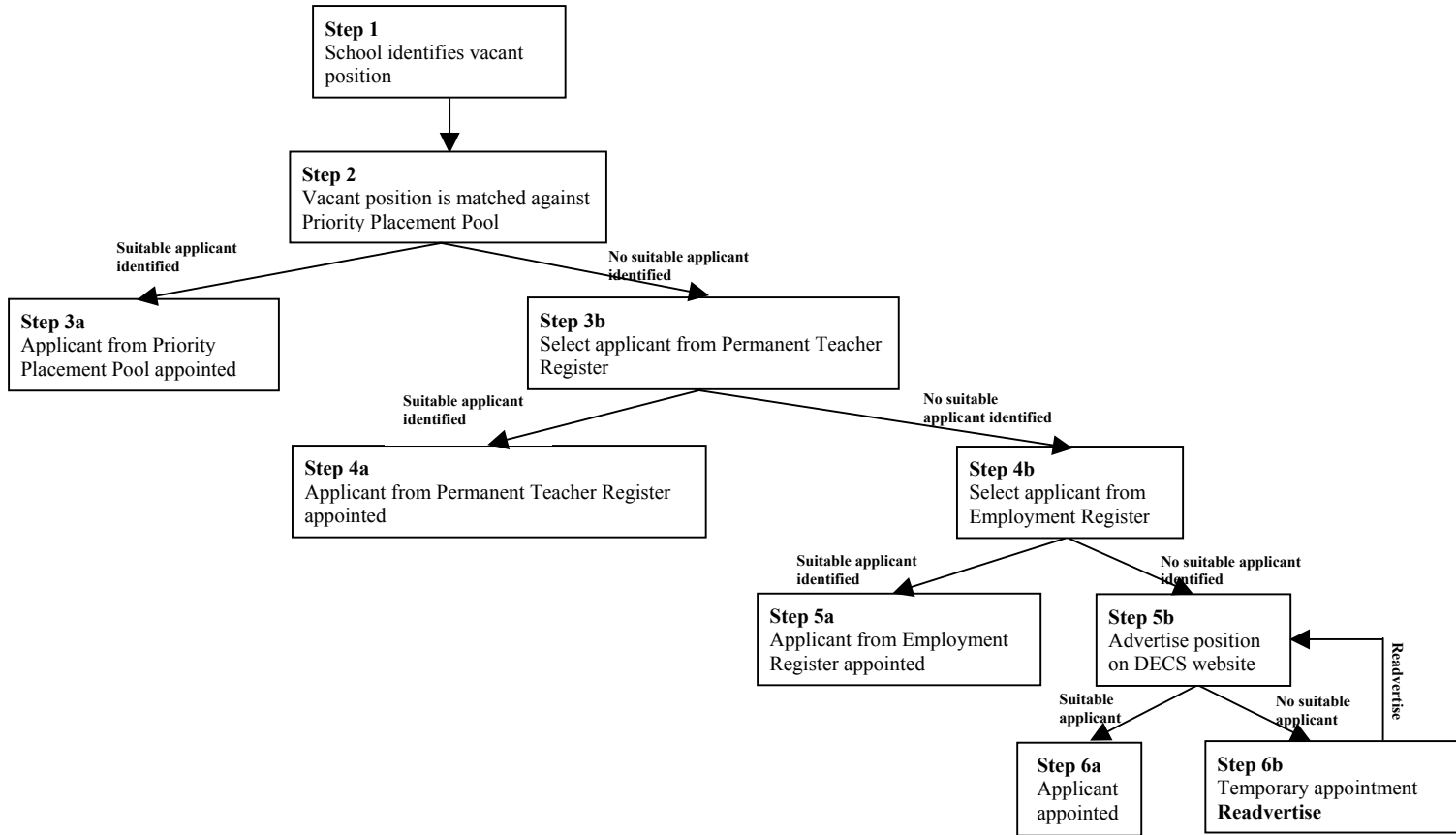
**Overview Diagram - Phase 1: On-going Positions Only**



**Overview Diagram - Phase 2: On-going and Temporary Positions**



**Overview Diagram - Phase 3: Temporary Positions Only**



## ***Process Steps***

### **Phase 1 – On-going Positions Only**

#### **Phase 1 - Step 1: School identifies vacant position**

- 1.1 The school Principal, following consultation with the Personnel Advisory Committee (PAC) identifies a vacant or new position.
- 1.2 Only on-going positions are considered in Phase 1.

#### **Phase 1 - Step 2: Vacant position is matched against Priority Placement Pool**

- 2.1 The Priority Placement Pool would be centrally managed.
- 2.2 Applicants in the Priority Placement Pool are matched against vacancies through a centrally managed and operated selection process.

#### **Phase 1 - Step 3a: Applicant from Priority Placement Pool appointed**

- 3a.1 If a suitable employee is identified from the Priority Placement Pool, they are appointed to the position on an on-going basis.

#### **Phase 1 - Step 3b: Advertisement**

- 3b.1 The position would be advertised on the DECS website. Positions may also be advertised in external sources.
- 3b.2 Vacancies, which determine eligible applicants, are described in 1.3.5 and 1.3.6. Existing permanent employees must have completed a minimum of 3 years in their current on-going position to be eligible to apply or that they require placement.
  - A selection panel would be established and consider applications.
  - Applicants must submit a written application.
- 3b.3 The selection panel will consider the written application and undertake referee checks. Interviews may also be held.
- 3b.4 At the conclusion of the selection process, a priority nomination list is produced.

#### **Phase 1 - Step 4a: Applicant appointed**

- 4a.1 If the successful nomination is an existing permanent employee, they are offered the position. On acceptance they are appointed to the position.
- 4a.2 If the successful nomination is not an existing permanent employee, a conditional offer can be made subject to the applicant being able to meet all minimum employment criteria. If accepted, the nominated applicant can only be formally appointed once all minimum employment criteria have been met.
- 4a.3 If the highest nominated applicant refuses the position, the next nominated applicant can be offered the position.

#### **Phase 1 - Step 4b: Position moved to Phase 2**

- 4b.1 If there are no applicants or all nominated applicants win other positions, the position is further considered in Phase 2.

## **Phase 2 – On-going and Temporary Positions**

### **Phase 2 - Step 1: School identifies vacant position**

- 1.1 The school Principal, following consultation with the Personnel Advisory Committee (PAC) identifies a vacant or new position.
- 1.2 Both on-going and temporary positions are considered in Phase 2.
- 1.3 In general, the tenure of temporary positions may vary from 20 duty days up to a maximum of 1 year unless the vacancy is created by an employee who holds right of return for an extended period.

### **Phase 2 - Step 2: Vacant position is matched against Priority Placement Pool**

- 2.1 The Priority Placement Pool would be centrally managed.
- 2.2 Applicants in the Priority Placement Pool are matched against vacancies through a centrally managed and operated selection process.

### **Phase 2 - Step 3a: Applicant from Priority Placement Pool appointed**

- 3a.1 If a suitable employee is identified from the Priority Placement Pool, they are appointed to the position.

### **Phase 2 - Step 3b: Select applicant from Permanent Teacher Register**

- 3b.1 The Permanent Teacher Register would be centrally managed.
- 3b.2 Applicants in the Permanent Teacher Register are matched against vacancies. For on-going positions, the selection process occurs at the local site through the establishment of a selection panel. For temporary positions, the matching occurs through a centrally managed and operated selection process.
- 3b.3 For on-going positions, the selection panel is able to obtain a matching run, which lists applicants in the Permanent Teacher Register who match the vacant position. The order in which applicants are listed in the matching run reflects the degree to which each individual applicant matches the vacant position description. The selection panel are able to use a range of selection processes including interview and referee checks to assist in determining if an applicant from the Employment Register is suitable for the position. The lead in time may influence the selection processes used. In situations where there is only a very short lead in time, the selection process may only involve a referee check. The decision as to which selection processes are used resides with the selection panel.

### **Phase 2 - Step 4a: Applicant from Permanent Teacher Register appointed**

- 4a.1 If a suitable employee is identified from the Permanent Teacher Register, they are appointed to the position.

### **Phase 2 - Step 4b: Tenure of vacant position**

- 4b.1 If no suitable applicant is identified from the Permanent Teacher Register then the tenure of the vacant position determines the process to be used to fill the position.

- 4b.2 If the tenure is 12 months or less, the Employment Register will be used to fill the position.
- 4b.3 If the tenure is greater than 12 months then the position will be advertised and filled through locally managed selection processes.

**Phase 2 - Step 5a: Select applicant from Employment Register**

- 5a.1 If the tenure is 12 months or less, the Employment Register will be used to fill the position.
- 5a.2 A selection panel would be established.
- 5a.3 The selection panel is able to obtain a matching run, which lists applicants in the Employment Register who match the vacant position.
- 5a.4 The order in which applicants are listed in the matching run reflects the degree to which each individual applicant matches the vacant position description.
- 5a.5 The selection panel are able to use a range of selection processes including interview and referee checks to assist in determining if an applicant from the Employment Register is suitable for the position. The lead in time may influence the selection processes used. In situations where there is only a very short lead in time, the selection process may only involve a referee check. The decision as to which selection processes are used resides with the selection panel.

**Phase 2 - Step 6a: Applicant from Employment Register appointed**

- 6a.1 If a suitable applicant is identified from the Employment Register, they are appointed to the position providing they meet all relevant minimum employment criteria.

**Phase 2 - Step 6b: Position moved to Phase 3**

- 6b.1 If there are no applicants in the Employment Register, the position is further considered in Phase 3.

**Phase 2 - Step 5b: Open Advertisement**

- 5b.1 If the tenure of the vacant position is greater than 12 months then the vacant position will be advertised and filled through locally managed selection processes.
- 5b.2 The position would be advertised on the DECS website. Positions may also be advertised in external sources.
- 5b.3 Existing permanent and temporary employees and members of the general public would be eligible to apply. Existing permanent employees must have completed a minimum of 3 years in their current on-going position to be eligible to apply or they require placement.
- A selection panel would be established and consider applications.
  - Applicants must submit a written application.
- 5b.4 The selection panel will consider the written application and undertake referee checks. Interviews may also be used.
- 5b.5 At the conclusion of the selection process, a priority nomination list is produced.

**Phase 2 - Step 6c: Applicant appointed**

- 6c.1 If the successful nomination is an existing permanent employee, they are offered the position. On acceptance they are appointed to the position.
- 6c.2 If the successful nomination is not an existing permanent employee, a conditional offer can be made subject to the applicant being able to meet all minimum employment criteria relevant. If accepted, the nominated applicant can only be formally appointed once all minimum employment criteria have been met.
- 6c.3 If the highest nominated applicant refuses the position, the next nominated applicant can be offered the position.

**Phase 2 - Step 6d: Select applicant from Employment Register**

- 6d.1 If the tenure is 12 months or less, the Employment Register will be used to fill the position.
  - 6d.2 A selection panel would be established.
- 6d.2 The selection panel is able to obtain a matching run, which lists applicants in the Employment Register who match the vacant position.
- 6d.3 The order in which applicants are listed in the matching run reflects the degree to which each individual applicant matches the vacant position description.
- 6d.4 The selection panel are able to use a range of selection processes including interview and referee checks to assist in determining if an applicant from the Employment Register is suitable for the position. For on-going positions, where the successful applicant will be recruited to permanency, interviews and referee checks must be used.

**Phase 2 - Step 7a: Applicant from Employment Register appointed**

- 7a.1 If a suitable applicant is identified from the Employment Register, they are appointed to the position providing they meet all relevant minimum employment criteria.

**Phase 2 - Step 7b: Position moved to Phase 3**

- 7b.1 If there are no applicants in the Employment Register, the position is further considered in Phase 3.

### **Phase 3 –Temporary Positions Only**

#### **Phase 3 - Step 1: School identifies vacant position**

- 1.1 The school Principal, following consultation with the Personnel Advisory Committee (PAC) identifies a vacant or new position.
- 1.2 Only temporary positions are considered in Phase 3.
- 1.3 In general, the tenure of temporary positions may vary from 20 duty days up to a maximum of 1 year unless the vacancy is created by an employee who holds right of return for an extended period.

#### **Phase 3 - Step 2: Vacant position is matched against Priority Placement Pool**

- 2.1 The Priority Placement Pool would be centrally managed.
- 2.2 Applicants in the Priority Placement Pool are matched against vacancies through a centrally managed and operated selection process.

#### **Phase 3 - Step 3a: Applicant from Priority Placement Pool appointed**

- 3a.1 If a suitable employee is identified from the Priority Placement Pool, they are appointed to the position.

#### **Phase 3 - Step 3b: Select applicant from Permanent Teacher Register**

- 3b.1 The Permanent Teacher Register would be centrally managed.
- 3b.2 Applicants in the Permanent Teacher Register are matched against vacancies through a centrally managed and operated selection process.

#### **Phase 3 - Step 4a: Applicant from Permanent Teacher Register appointed**

- 4a.1 If a suitable employee is identified from the Permanent Teacher Register, they are appointed to the position.

#### **Phase 3 - Step 4b: Select applicant from Employment Register**

- 4b.1 A selection panel would be established.
- 4b.2 The selection panel is able to obtain a matching run, which lists applicants in the Employment Register who match the vacant position.
- 4b.3 The order in which applicants are listed in the matching run reflects the degree to which each individual applicant matches the vacant position description.
- 4b.4 The selection panel are able to use a range of selection processes including interview and referee checks to assist in determining if an applicant from the Employment Register is suitable for the position. The lead in time may influence the selection processes used. In situations where there is only a very short lead in time, the selection process may only involve a referee check. The decision as to which selection processes are used resides with the selection panel.

**Phase 3 - Step 5a: Applicant from Employment Register appointed**

5a.1 If a suitable applicant is identified from the Employment Register, they are appointed to the position providing they meet all relevant minimum employment criteria.

**Phase 3 - Step 5b: Advertise position on the DECS website**

5b.1 If no suitable applicant is identified from the Employment Register then the vacant position is advertised on the DECS website.

5b.2 Potential applicants respond directly to the chairperson of the selection panel.

**Phase 3 - Step 6a: Applicant appointed**

6a.1 If a suitable applicant is identified through responses to the advertisement placed on the DECS website, they are appointed to the position providing they meet all relevant minimum employment criteria.

**Phase 3 - Step 6b: Temporarily appointment. Readvertise**

6b.1 If no suitable applicant is identified through responses to the advertisement placed on the DECS website, a temporary appointment may be made. This may include negotiating to appoint a Permanent Relieving Teacher (PRT) to the vacant position.

6b.2 The position continues to be advertised on the DECS website.

## **Schedule 5. TAFE – Workforce Development**

### **Workforce Development – Purpose**

Workforce development will be provided for the following purposes:

- To ensure that employees can respond professionally to economic, social, cultural, technological and scientific change through the development of personal and intellectual qualities;
- To respond to the demand for increased quality of educational outcomes by improving the range of Lecturer methodologies, knowledge base and professional judgements;
- To support employees in meeting their responsibilities for learning within TAFE SA through their own pursuit of learning and excellence;
- To sustain the motivation, commitment and enthusiasm of employees and to enhance their self esteem and sense of control over their professional lives by providing opportunities for employees to reflect on, analyse and improve their own performance; and
- To allow employees to develop new competencies and skills as they move from teaching positions to administrative or specialist positions, or to new environments within TAFE SA.

### **Quarantined Workforce Development Fund**

A funding allocation equivalent to 0.5% of TAFE Act salaries will be provided by the employer for a Quarantined Workforce Development Fund for TAFE Act employees. The funding allocation will be made on 1 January 2006 and on 1 January of each successive year for the life of the Agreement.

Activities which may be funded through the Quarantined Workforce Development Fund will be those arising out of the needs of individual employees and the workgroup-defined professional development needs. The Workforce Development Funds are designated for activities where the primary purpose of the activity is the up-skilling of the TAFE Act staff member.

Funds will be allocated to the workgroup on the basis of 0.5% of FTE TAFE Act salaries within the workgroup. No individual allocations will be made.

Activities for Hourly Paid Instructors may also be funded from this source, through negotiation with the Educational Manager. (Only HPIs' with a 400 hours teaching per annum have an entitlement).

### **Allocation of Funds**

Each TAFE Act officer will be required to include a Personal Development Plan within their Performance Management cycle. The plan will take into account the professional development needs of the workgroup, the Institute's priorities for the coming year as identified by the Institute Director and the individual employee's discipline/vocation-specific development needs.

### **Accessing the Quarantined Workforce Development Fund**

Each workgroup will be required to prepare an annual Learning and Development Plan which links to the Institutes' and Department's strategic directions.

Personal Development Plans will be assessed for funding on the basis of the workgroup's Learning and Development Plan in consultation with the Educational Manager.

Educational Managers will be required to submit a six monthly report to the Institute Executive Director. This report will identify:

- Progression against the workgroup annual Learning and Development Plan.
- Identification of individuals within the workgroup and their progression towards targets set in their Personal Development Plans.
- Issues emerging which may impact on the workgroup or Institute planning cycle.

### **The TAFE Act Capacity Building Development Fund**

In addition to the 0.5% designated for the Quarantined Workforce Development Fund (Clause 2 above), the employer will provide the equivalent of a further 0.5% to support workforce development activities aligned with each Institute's strategic directions and which are required by the employer to meet organisational strategic needs.

The funding allocation will be made on 1 January 2006 and on 1 January of each successive year for the life of the Agreement.

The Institute Executive will identify the types of activities to be funded under this budget line for the coming year and advise employees and workgroups of the criteria for accessing these funds.

The TAFE Act Capacity Building Development Fund's primary purposes are to introduce or increase business activity or to enhance the individual's understanding of their strategic role.

### **Employer Innovative Workforce Development**

The Parties recognise that in addition to the quarantined funds, Institutes may elect to fund development activities which enhance their business capabilities. Where Institutes allocate such funds, it is the Institute's responsibility to identify:

source and amount of funds,

- where the funds will be located,
- what the application and approval process will be,
- the appropriate workforce development reporting procedures,
- Any Return to Industry activities.

### **Tertiary Education Fees**

Discretion for the payment of Higher Education Charge fees (HECS) and other tertiary education fees remains with the Executive Director of the employee's workplace and will only be funded where there is an essential link to:workgroup/Institute/DFEEST career pathways through an approved personal workforce development plan to meet organisational/industry direction changes/variation,

- ensuring compliance with Registered Training Organisation registration requirements,
- career management changes for declared excess staff listed with the Career Management Unit.

### **Funding for Minimum Qualifications**

Contract and permanent Lecturers will be funded, to complete the Certificate IV in Workplace Training and Assessment (or equivalent RTO minimum registration requirement) provided that:

- The study is commenced within three months of their initial appointment or conversion,
- The study is undertaken within DFEEST (FBT implication),
- The staff member continues to make satisfactory progress in that course of study, and
- DFEEST will not fund subject repeats.

### **Hourly Paid Instructors**

All Hourly Paid Instructors are eligible to undertake, in paid time, the three minimum required units for the Certificate IV in Assessment and Workplace Training being:

- BSZ401A Plan Assessment (15 hours)
- BSZ402A Conduct Assessment (15 hours)
- BSZ403A Review Assessment (5 hours)
- Or the equivalent Units in any qualification update.

Payment will be at Instructor Class 5 rate and funding will be from the TAFE Act Capacity Building Development Fund

HPIs who are engaged for more than 400 hours per year (10 hours per week on a regular basis) for the previous 12 months are eligible for all other workforce development opportunities.

HPIs are encouraged to submit a Personal Development Plan to their Educational Manager for consideration.

Approval of all or any aspect of the Plan must be in accordance with the workgroup directions and, if approved, the workgroup fund allocation is responsible for payment of expenses.

Where an HPI is required to attend a workforce development activity, the HPI shall be eligible for payment at the Instructor Class 5 rate and mileage in accordance with Policy.

Where the HPI elects to attend an activity any expense reimbursement must be agreed in writing with their Educational Manager prior to the activity occurring.

### **Time Release**

Time release for workforce development activities should be negotiated with the Educational Manager. These discussions will include consideration of backfill teaching requirements, safe travel factors and accommodation costs, where appropriate.

Lecturer Non Attendance entitlement may, through negotiation with the Educational Manager, be utilised for paid workforce development time.

Educational Manager Non Attendance entitlement may, through negotiation with their Line Manager, be utilised for paid workforce development time.

### **Travel and Accommodation**

Approved travel and accommodation requirements to attend workforce development activities may vary across the Department. Time release and accommodation requirements

for TAFE Act staff travel are to be negotiated at time of request and approval in accordance with the following principles:

- Officers will be afforded reasonable time to ensure safe travel.
- Will include provision for accommodation and meals within the Public Sector Commissioner's Standard (Commissioner's Standard 3).
- Officers required to travel on official duties outside their programmed hours of duty are eligible for time off in lieu of time spent on such travel in accordance with Clause 6.1.1.6 of the Award.

### **Return to Industry**

The AEU and DFEEST agree to review the current Policy on Return to Industry to ensure consistency with the Workforce Development Policy within current industrial arrangements.

### **Appeal Procedures**

Educational Managers have responsibility to ensure that workforce development applications are considered in a manner which is:

- Equitable — fair and just in facilitating opportunities for all employees in a transparent process.
- Effective — contributes to the development of staff in accordance with DFEEST/Institute strategic directions.
- Efficient — focussed on outcomes and balancing organisational and employees' needs.

A TAFE Act employee who perceives that the refusal of a workforce development application by their Educational Manager is:

- Inequitable — that is, not fair in comparison to opportunities afforded of other employees in the workgroup, or
- Unreasonable — that is, cannot expect to be completed by the employee with the required knowledge and abilities within the specified time and work role limitations

should, in the first instance discuss the matter with their Educational Manager.

If the employee is not satisfied with the outcome of this discussion they may refer their concerns, in writing, to the Institute Executive Director for further consideration.

TAFE Act employees may lodge a formal grievance under the grievance procedure contained in this Agreement.

### **Implementation**

The TAFE Operational Consultative Committee will have carriage of the discussions between the AEU and TAFE SA on the effective implementation and reporting of the use of quarantined funds.

## Appendix A. Commitment

### COMMITMENT TO THE AIRC IN RELATION TO STAFFING OF SCHOOLS AND PRESCHOOLS

The Crown in Right of the State of South Australia (DECS) gives the following commitment to the Industrial Relations Commission of South Australia.

1. Subject to the following provisions:
  - (a) all schools will continue to be resourced by DECS in accordance with the formulas contained in the Staffing Allocation Document 1999; and
  - (b) all preschools will continue to be resourced by DECS in accordance with the formulas contained in the Preschool Staffing Formula and the outcomes of the review of the amount of administration time available to preschool directors conducted pursuant to the 1996 DECS Enterprise Agreement.
2. In addition to these resources, DECS will continue to provide Flexible Initiatives Resourcing to schools and preschools in a manner consistent with Appendix A of the s.170MX Award 2000 [Print T3328] except that the amount of \$26,524,000 be increased to \$27,982,820 at the commencement of the 2006 school year and to \$29,242,047 at the commencement of the 2007 school year and to \$30,411,729 at the commencement of the 2008 school year.

(Note: \$27,982,820 is \$26,524,000 increased by the same proportion as salaries have been or will be increased between 1 July 2005 and 31 December 2005 and \$29,242,047 is \$27,982,820 increased by the same proportion as salaries have been or will be increased between 1 January 2006 and 31 December 2006 and \$30,411,729 is \$29,242,047 increased by the same proportion as salaries have been or will be increased between 1 January 2007 and 31 December 2007.)
3. Each year DECS will provide to each school a report which contains information of the type as detailed in the Resource Entitlement Statement (2005). This Statement will detail a school's Staffing Allocation Document 1999 resource entitlement provided under the Single Funding Model as implemented by DECS from the commencement of the 2005 school year.
4. DECS has established a contingency fund managed by the Resource Allocation Adjustment Panel for the purpose of meeting expenditure of an extraordinary or abnormal kind incurred by a school or preschool.
5. The increased Flexible Initiatives Resourcing will not be offset by a reduction in other funding for schools and preschools.
6. This commitment will operate until such time as this Enterprise Agreement is revoked or terminated in accordance with the *Fair Work Act 1994* or until such time as a new agreement is approved under the Act, whichever is the sooner.

-oOo-