

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	South Australian School and Preschool Education Staff Enterprise Agreement 2024
Employer	Chief Executive, Attorney-General's Department (Department for Education)
Case number	ET-24-00640

Orders - Approval of Enterprise Agreement South Australian School and Preschool Education Staff Enterprise Agreement 2024

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 25 March 2024 and have a nominal life extending for a period of 36 months.

A handwritten signature in black ink, consisting of a stylized 'R' followed by a long horizontal flourish.

Commissioner Rogers

25 Mar 2024

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SOUTH AUSTRALIAN SCHOOL AND PRESCHOOL EDUCATION STAFF ENTERPRISE AGREEMENT 2024

PART 1 – APPLICATION AND OPERATION OF ENTERPRISE AGREEMENT

CLAUSE 1.1 TITLE

This Enterprise Agreement is to be known as the South Australian School and Preschool Education Staff Enterprise Agreement 2024.

CLAUSE 1.2 ARRANGEMENT

1.2.1 By part

Clause no. Title

Part 1 – Application and operation of enterprise agreement

- 1.1 Title
- 1.2 Arrangement
- 1.3 Parties bound
- 1.4 Duration
- 1.5 Awards
- 1.6 Definitions and interpretation
- 1.7 Renegotiation
- 1.8 No extra claims commitment
- 1.9 Aims and objectives

Part 2 – Modes of employment – Support Staff

- 2.1 Contract of employment – SSOs and ECWs
- 2.2 Additional hours for SSOs and ECWs
- 2.3 Permanency Criteria for AEWs
- 2.4 Information Provided on Engagement – AEWs, SSOs and ECWs

Part 3 – Communication, consultation and dispute resolution

- 3.1 Procedures for preventing and settling industrial disputes
- 3.2 Workload Management Group
- 3.3 Notification of change
- 3.4 Enforcement
- 3.5 Personnel Advisory Committee
- 3.6 Work Health and Safety

Part 4 – Wages and other conditions of general application

- 4.1 Wages and salaries
- 4.2 Country incentives
- 4.3 Classifications
- 4.4 Information provided on engagement – Teachers, Band A and Band B leaders
- 4.5 Paid primary carer leave
- 4.6 Transfer to a safe job
- 4.7 Return to work on part-time basis
- 4.8 Paid partner leave
- 4.9 Special leave
- 4.10 Domestic/relationship violence

- 4.11 Family Carer's Leave
- 4.12 Unions
- 4.13 Training and professional development
- 4.14 Salary packaging
- 4.15 Redeployment, Retraining and Redundancy

Part 5 – Regulation of workload

- 5.1 Teacher workload
- 5.2 Face to face teaching hours: Schools
- 5.3 Face to face teaching hours: Stand Alone Preschools
- 5.4 Preschool Director Leadership administration time
- 5.5 Class sizes: Schools
- 5.6 SSO support
- 5.7 Overtime for SSOs, AEWs and ECWs
- 5.8 Grievances concerning workload in schools and preschools
- 5.9 Digital Technologies

Part 6 – Conditions for specific categories of employees

- 6.1 On-call and recall allowances and conditions – SSOs and ECWs
- 6.2 Voluntary flexible work arrangements (VFWAs)
- 6.3 Payment of SSOs
- 6.4 Criteria Based Increment Application to SSOs, ECWs and AEWs
- 6.5 Student Toileting Allowance – SSOs and ECWs
- 6.6 Teaching Staff
- 6.7 Advanced Skills Teachers (AST2)
- 6.8 Highly Accomplished Teachers (HATs) and Lead Teachers (LTs)
- 6.9 SSO placement
- 6.10 Review of Aboriginal Education Worker Classification Structure
- 6.11 Eligibility for appointment to a leader classification
- 6.12 Review employment conditions of swimming and aquatics instructors
- 6.13 Site Leaders –Structure and Role Descriptors

Part 7 – Signatories

Appendix 1 Redeployment, Retraining and Redundancy

Schedules

- Sch. 1 Wages and salary rates
- Sch. 1.1 Teacher classifications, Seconded Teachers, Hourly Paid Instructors (wages and salary rates)
- Sch. 1.2 Teacher classifications in preschools (wages and salary rates)
- Sch. 1.3 Leader classifications (wages and salary rates)
- Sch. 1.4 Aboriginal Education Workers (wages and salary rates)
- Sch. 1.5 Early Childhood Workers (wages and salary rates)
- Sch. 1.6 School Services Officers (wages and salary rates)
- Sch. 1.7 Swimming and Aquatic Instructors (wages and salary rates)
- Sch. 2 Country incentives
- Sch. 2.1 Country incentives until 2002 (incl.)
- Sch. 2.2 Schools and preschools – country incentives from 2003 (incl.)
- Sch. 3 Classifications
- Sch. 3 Attachment 1 – Step 9 Teacher Guidelines
- Sch. 4 School size and complexity rating (SSACR)
- Sch. 5 Band B Classification Descriptors and Work Level Definitions
- Sch. 6 Teacher placement

1.2.2 By alphabetical order

<i>Clause no.</i>	<i>Subject matter</i>
Sch. 1.4	Aboriginal Education Workers (wages and salary rates)
1.9	Aims and Objectives
2.2	Additional hours for SSOs and ECWs
6.7	Advanced Skills Teachers (AST2)
1.2	Arrangement
1.5	Awards
Sch. 5	Band B Classification Descriptors and Work Level Definitions
4.3	Classifications
Sch. 3	Classifications
Sch. 3 Att. 1	Classifications - Step 9 Teacher Guidelines
5.6	Class sizes: Schools
2.1	Contract of employment – SSOs and ECWs
4.2	Country incentives
Sch. 2	Country incentives
6.4	Criteria Based Increment Application to SSOs, ECWs and AEWs
1.6	Definitions and interpretation
5.9	Digital Technologies
4.10	Domestic/relationship violence
1.4	Duration
Sch. 1.5	Early Childhood Workers (wages and salary rates)
3.4	Enforcement
5.2	Face to face teaching hours: Schools
5.3	Face to face teaching hours: Stand Alone Preschools
4.11	Family carer's leave
5.9	Grievances concerning workload in schools and preschools
6.8	Highly Accomplished Teachers (HATs) and Lead Teachers (LTs)
2.4	Information provided on engagement – AEWs, SSOs and ECWs
4.4	Information provided on engagement – Teachers, Band A and Band B leaders
Sch. 1.3	Leader classifications (wages and salary rates)
1.8	No extra claims commitment
3.3	Notification of change
6.1	On-call and recall allowances and conditions – SSOs and ECWs
5.8	Overtime for SSOs, AEWs and ECWs
4.5	Paid primary carer leave
4.8	Paid partner leave
1.3	Parties bound
6.3	Payment of SSOs
2.3	Permanency criteria for AEWs
3.5	Personnel Advisory Committee
5.4	Preschool Director leadership administration time
3.1	Procedures for preventing and settling industrial disputes
6.11	Eligibility for appointment to a leader classification
4.15	Redeployment, Retraining and Redundancy
Appx 1	Redeployment, Retraining and Redundancy
1.7	Renegotiation
4.7	Return to work on part-time basis
6.10	Review of Aboriginal Education Worker Classification Structure
4.14	Salary packaging
Sch. 4	School size and complexity rating (SSACR)
Part 7	Signatories
6.13	Site Leaders –Structure and Role Descriptors
4.9	Special leave
Sch. 1.6	School Services Officers (wages and salary rates)
6.9	SSO placement
5.7	SSO support
6.5	Student Toileting Allowance – SSOs and ECWs
Sch. 1.7	Swimming and Aquatic Instructors (wages and salary rates)

Sch. 1.1	Teacher classifications, Seconded Teachers, Hourly Paid Instructors (wages and salary rates)
Sch. 1.2	Teacher classifications in preschools (wages and salary rates)
6.6	Teaching Staff
Sch. 6	Teacher placement
5.1	Teacher Workload
1.1	Title
4.13	Training and professional development
4.6	Transfer to a safe job
4.12	Unions
6.2	Voluntary flexible work arrangements (VFWAs)
4.1	Wages and salary
Sch. 1	Wages and salary rates
3.6	Work Health and Safety
3.2	Workload Management Group

CLAUSE 1.3 PARTIES BOUND

- 1.3.1 This Enterprise Agreement is binding on the following employers (or its successors within SA public sector), associations and employees:
- (a) The declared employer of public employees under the *Fair Work Act 1994 (SA)* (Chief Executive, Attorney-General's Department) as varied, and the Chief Executive, Department for Education;
 - (b) The Australian Education Union, South Australian Branch;
 - (c) The Public Service Association of South Australia Incorporated; and
 - (d) Employees employed in the Department for Education who have a classification specified within the Wages and Salary Schedule of this Enterprise Agreement.

CLAUSE 1.4 DURATION

- 1.4.1 This Enterprise Agreement comes into operation on the date of approval of the South Australian Employment Tribunal (SAET) and has a nominal expiry three years following the date of SAET approval. This Enterprise Agreement will continue in force until superseded by a successor enterprise agreement or is rescinded.
- 1.4.2 Except where otherwise expressly stated, the operative date of the provisions of this Enterprise Agreement will be the date the SAET approves the Enterprise Agreement.
- 1.4.3 This Enterprise Agreement replaces the *South Australian School and Preschool Education Staff Enterprise Agreement 2020*.

CLAUSE 1.5 AWARDS

- 1.5.1 This Enterprise Agreement is to be read in conjunction with the following safety net awards:
- In relation to School Teachers – the *Teachers Award*.
 - In relation to School Services Officers – the *School Services Officers (Government Schools) Award*.
 - In relation to Preschool Teachers – the *Pre-School (Kindergarten) Teaching Staff Award*.
 - In relation to Early Childhood Workers - the *Early Childhood Worker Award*.
 - In relation to Aboriginal Education Workers – the *Aboriginal Education Workers Award*.
- 1.5.2 This Enterprise Agreement prevails to the extent of any inconsistency with the provisions of the above safety net awards.

CLAUSE 1.6 DEFINITIONS AND INTERPRETATION

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

- 1.6.1 **“Act”** means the *Fair Work Act 1994 (SA)* as varied from time to time.
- 1.6.2 **“AEU”** means the Australian Education Union and includes the AEU South Australian Branch.
- 1.6.3 **“AEW”** means Aboriginal Education Worker, commonly known as Aboriginal Community Education Officer.
- 1.6.4 **“Association”** means an association that is registered under the *Fair Work Act 1994 (SA)* and is a party to this Enterprise Agreement.
- 1.6.5 **“Chief Executive”** means the Chief Executive, Department for Education.

- 1.6.6 **“Department”** means the Department for Education. **“Departmental”** has a corresponding meaning.
- 1.6.7 **“ECW”** means Early Childhood Worker.
- 1.6.8 **“Employee”** means an employee bound by this Enterprise Agreement.
- 1.6.9 **“Employer”** means the Chief Executive, Department for Education.
- 1.6.10 **“Enterprise Agreement”** means the *South Australian School and Preschool Education Staff Enterprise Agreement 2024*.
- 1.6.11 **“Hourly Paid Instructor”** means a person employed as such pursuant to the *Education and Children’s Services Act 2019* (SA), to carry out duties for a prescribed number of hours and period of time.
- 1.6.12 **“Personnel Advisory Committee”** or **“PAC”** means the Personnel Advisory Committee established within a school from time to time under this Enterprise Agreement.
- 1.6.13 **“PSA”** means the Public Service Association of South Australia Incorporated.
- 1.6.14 **“Safety Net Awards”** means the Awards listed in clause 1.5.
- 1.6.15 **“Site”** means a preschool, school, integrated site or other location at which employees are employed.
- 1.6.16 **“SAET”** means the South Australian Employment Tribunal.
- 1.6.17 **“Site leader (or delegate)”** means the most senior person at a site.
- 1.6.18 **“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* (SA).
- 1.6.19 **“SSO”** means School Services Officer.
- 1.6.20 **“Union”** means an association that is registered under the *Fair Work Act 1994* (SA) and is a party to this Enterprise Agreement.

CLAUSE 1.7 RENEGOTIATION

- 1.7.1 Negotiations for a successor Enterprise Agreement may commence 6 months prior to the nominal expiry date.

CLAUSE 1.8 NO EXTRA CLAIMS COMMITMENT

- 1.8.1 During the life of the Enterprise Agreement, subject to 1.8.2, the parties bound by this Enterprise Agreement will not pursue any further or additional claims in relation to remuneration or conditions of employment except where consistent with the National and State Wage Case Principles, or any successor thereto.
- 1.8.2 A party to this Enterprise Agreement is not precluded from making an application pursuant to relevant provisions of section 72B of the Act.
- 1.8.3 The no extra claims commitment will not prevent the parties bound by this Enterprise Agreement from initiating claims where specifically provided under a term of this Enterprise Agreement.
- 1.8.4 The provisions of this clause do not preclude a consent application being made to the SAET to vary the Aboriginal Education Workers Award Part 5.1 Classification of Employees.

CLAUSE 1.9 AIMS AND OBJECTIVES

1.9.1 The aims and objectives of this Enterprise Agreement are to:

- (a) improve the structure, productivity, efficiency and effectiveness of the South Australian public education system through the introduction of initiatives at the Departmental or site level;
- (b) attract school and preschool employees to, and retain employees in, permanent full-time or part-time employment in the South Australian public education sector and to reduce reliance on temporary contracts and/or casual employees to meet ongoing and planned workforce requirements;
 - (i) the Department recognises that permanent part or full-time employment is the preferred form of engagement for employees covered by this Enterprise Agreement;
 - (ii) the Department recognises that temporary and casual employment are not the preferred modes of employment, and the Department will work towards minimising the use of temporary and casual staff in all school and preschool sites.
- (c) provide for continuous workplace transformation with the objective of continuous service improvement;
- (d) improve the delivery of education to children and young people in the public education system;
- (e) continue to implement initiatives that support appropriate workforce flexibility, mobility, development and performance;
- (f) facilitate flexible working hours to enable employees to balance their work and other responsibilities whilst at the same time enabling sites to meet the needs of students and services;
- (g) identify and develop strategies to ensure effective consultation and communication throughout the Department;
- (h) develop strategies to deliver efficiencies to the employer that have regard to training and development opportunities for employees;
- (i) identify and implement strategies to create safer working environments which will contribute to reductions in work injuries;
- (j) ensure an ongoing stable industrial relations framework at the system, school and preschool level that assists sites to improve efficiency and performance; and
- (k) ensure ongoing cooperation between the parties to achieve improvements in work health and safety performance.

PART 2 – MODES OF EMPLOYMENT – SUPPORT STAFF

CLAUSE 2.1 CONTRACT OF EMPLOYMENT - SSOs AND ECWs

- 2.1.1 An SSO or ECW may be engaged as an ongoing (which has the same meaning as 'permanent'), temporary or casual employee.
- 2.1.2 The contract of hiring a full-time or part-time employee will, in the absence of a written agreement to the contrary, be deemed to be hiring by the fortnight and salary will accrue from day to day and be paid in arrears.

2.1.3 Full-time employment

- (a) A full-time employee is one engaged to work 37.5 hours per week over a calendar year and is entitled to recreation leave and recreation leave loading.

2.1.4 Part-time employment

- (a) A part-time employee is one engaged and paid as such to work less than 37.5 hours per week and/or 41 weeks or less per year.
- (b) A part-time SSO or ECW employee, including employees who fall within clause 2.1.4(e) below, is entitled to payment for hours not worked due to absence on a public holiday without the need to accrue and use time off in lieu of overtime.
- (c) A part-time employee who does **not** receive a term time loading will have a pro rata entitlement to recreation leave and leave loading on the same basis as a full-time employee.

Part-time 'school term' employment

- (d) Where a part-time employee engaged as an SSO or ECW 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), that employee (a **part-time term time employee**) will be entitled to a term time loading of 16 percent as calculated in subsection (e).
- (e) A part-time term time employee will be paid fortnightly at an hourly rate computed in accordance with the following formula (inclusive of term time loading):

$$\begin{array}{l} \text{Full-time employee salary} \\ \text{appropriate to classification} \end{array} \quad \times \quad \frac{6}{313} \quad \times \quad \frac{116}{100} \quad \times \quad \frac{1}{37.5}$$

- (f) A part-time term time employee is not entitled to paid recreation leave.
- (g) For the purposes of this clause:
- (i) A part-time term time employee is employed for a school term or for school terms and therefore entitled to a term time loading where the period or periods of employment are specified to occur entirely within term time, but with the agreement of the Department and the employee, may include five additional working days outside of term time.
- (ii) Term time includes the week immediately following the end of the fourth school term as determined pursuant to the *Education and Children's Services Act 2019* (SA).

2.1.5 Temporary employment

- (a) A temporary employee is one engaged for a specified term of up to 2 years except in the following circumstances:
- (i) a person may be engaged as a temporary employee for duties required for the carrying out of a specific program, project or provision of specialist student support of a duration

that may exceed 2 years as long as the term is concomitant with the defined program, project or specialist support but not so that the term of the engagement extends beyond the duration of the project, program or specialist support;

- (ii) a person may be engaged as a temporary employee for a specified term of greater than 2 years for duties required to be performed because of the absence of another employee or while selection processes are conducted in respect of the duties and the engagement may be extended but not so that the term of the engagement extends beyond the absence of the employee or the completion of the selection processes;
- (iii) a person may be engaged as a temporary employee for a specified term of greater than 2 years if the employer is satisfied that the engagement is to be funded wholly or substantially by grants or payments from a government other than the State Government or from a private or community body;
- (iv) a person may be engaged as a temporary employee for a specified term of greater than 2 years if the employer is satisfied that the position will become unsustainable due to genuine operational reasons such as enrolment decline, amalgamation or closure at a site but not so that the term of the engagement extends beyond the period of enrolment decline, amalgamation or closure.
- (v) a person may be engaged as a temporary employee for a specified term not exceeding 2 years for duties that are otherwise of a temporary nature and the engagement may be extended but not so that the term of the engagement extends beyond a total of 2 years.

2.1.6 **Casual employment**

- (a) A casual employee is one engaged and paid as such provided that:
 - (i) The employment will continue for not more than 4 weeks; or
 - (ii) The employee will have hours that are irregular; or
 - (iii) The employment does not exceed 15 hours in a week.
- (b) A casual employee is entitled to a monetary loading of 25% as specified in the SSO safety net award at clause 5.6.3 and the ECW safety net award at clause 5.10.6, as appropriate. A casual SSO or ECW is not entitled to any paid leave entitlements of any sort (including public holidays not worked) except special leave at the discretion of the Department and any long service leave entitlement.

2.1.7 **Alteration of working times – SSOs**

The times at which work is to be performed by an SSO may be altered either by agreement, or by the Department 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).

*NB: This clause should be read in conjunction with clause 2.4 'Information Provided on Engagement' in this Enterprise Agreement.

CLAUSE 2.2 ADDITIONAL HOURS FOR SSOS AND ECWS

- 2.2.1 Vacancies of 15 hours or less per week must be offered to permanent part-time staff within the school/preschool in the first instance.
- 2.2.2 If the hours cannot be allocated within the school, they are offered to permanent part-time staff in nearby schools for allocation on the basis of merit, using a modified selection process (e.g. expression of interest). A nearby school/preschool is defined as one in the same local partnership and/or within a reasonable travelling distance.

- 2.2.3 Permanent ancillary staff interested in taking up the hours will apply to the Principal/Preschool Director. The Principal/Preschool Director will advise the appropriate People and Culture HR Business Partner of the selection process outcome of these applications.

CLAUSE 2.3 PERMANENCY CRITERIA FOR AEWs

- 2.3.1 Subject to 2.3.2 below, temporary schools-based AEWs (i.e. levels 1, 2 and 3) with contracts of 15 hours or more per week will be offered permanent positions effective from the commencement of each school year that falls within the nominal life of this Enterprise Agreement.
- 2.3.2 The following criteria will apply for the purposes of 2.3.1:
- (a) The AEW must have greater than 1 year's continuous employment in the same position, excluding term breaks; and
 - (b) A break in service of 3 months or less will extend the qualifying period by the length of the break; and
 - (c) A break in service of more than 3 months will result in the service period recommencing.
- 2.3.3 Subject to available resources and 2.3.4 below, all schools-based AEWs converted to permanency will be offered a minimum of 30 hours a week from the beginning of the relevant school year.
- 2.3.4 In the event that it is not possible to fully utilise 30 hours per week, the AEW will be offered such additional permanent hours to the extent available.
- 2.3.5 AEWs accepting additional hours as per 2.3.4 above are required to participate in a staffing placement process to ensure full utilisation of working hours.
- 2.3.6 All temporary non schools-based AEWs (i.e. levels 4 and 5) with continuous contracts greater than 1 year's duration will be offered permanent AEW 3 positions to take effect from the expiration of their tenure.
- 2.3.7 All AEWs who have 3 years continuous service in a level 4 and 5 position will be offered permanent fall back positions to AEW level 3 and 4, respectively, to take effect at the end of their tenure.
- 2.3.8 The joint Department and AEU Aboriginal Education Worker Permanency Working Party will meet on a 6 monthly basis to ensure the effective operation of clause 2.3 of this Enterprise Agreement.

CLAUSE 2.4 INFORMATION PROVIDED ON ENGAGEMENT – AEWs, SSOS AND ECWS

- 2.4.1 Upon engagement, a temporary employee will be advised:
- (a) In the case of a fixed term employee, the commencement and completion date of the engagement.
 - (b) In the case of a fixed task employee, the task or project that is to be undertaken and advice that the completion of the task or project represents the completion of the contract.
 - (c) In the case of a replacement employee, that the engagement is for the purposes of replacing a permanent employee who has a right of return to the position.
- 2.4.2 The additional information specified in 2.4.1 above will also be provided to existing employees who enter into a new temporary contract.
- 2.4.3 A casual employee will be advised as to the basis of their engagement in accordance with either 2.1.6 (a) (i), (ii) or (iii).
- 2.4.4 Upon engagement employees will be informed of any allowances to which they may be eligible.

PART 3 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

CLAUSE 3.1 PROCEDURES FOR PREVENTING AND SETTLING INDUSTRIAL DISPUTES

- 3.1.1 The parties to this Enterprise Agreement will make every endeavour to facilitate the effective functioning of this procedure.
- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 Any grievances, industrial disputes, or matters (including matters the subject of this Enterprise Agreement) likely to create an industrial dispute arising under this Enterprise Agreement should be dealt with in the following manner:
- (a) The employee representative(s) who are parties to this Enterprise Agreement will advise the employees at each worksite of the name(s) of the representative(s) responsible for consultation on matters arising on the job.
 - (b) Any employee with a dispute is able to:
 - (i) seek a personal resolution by raising the matter with the person responsible for the dispute;
 - (ii) raise it directly with the site leader; or
 - (iii) raise it with the employee representative who shall raise the matter with the most immediate site leader.
- 3.1.5 If requested by the site leader, the subject of the dispute shall be put in writing, so far as is reasonably practicable.
- 3.1.6 The site leader shall endeavour to resolve the dispute and in the case of schools, may refer the dispute to the Personnel Advisory Committee for advice.
- 3.1.7 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.
- 3.1.8 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, People and Culture (or delegate) who shall arrange a conference to discuss the matter.
- 3.1.9 For matters which have not been resolved at the worksite level, or for matters beyond the worksite level, the following procedures shall be used:
- (a) 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.
 - (b) 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).
 - (c) The employer's representative(s) thus accredited will be responsible for dealing with matters raised by the employee representatives or other parties.

- 3.1.10 When a matter is referred to the Executive Director, People and Culture (or delegate) 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, People and Culture (or delegate) who shall call a conference as described.
- 3.1.11 The conference shall be commenced within 7 business days (unless otherwise agreed) of the dispute or likely dispute having been referred to the Executive Director, People and Culture (or delegate).
- 3.1.12 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.
- 3.1.13 When a dispute is not resolved in accordance with this procedure, the matter may be referred to the SAET by any party to both the dispute and to this Enterprise Agreement, for conciliation and, if not resolved, for arbitration.
- 3.1.14 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.
- 3.1.15 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.
- 3.1.16 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.
- NOTE: Nothing in this clause 3.1 is to be taken as preventing a non-schools based employee who has an individual workload grievance from accessing the grievance procedure.

CLAUSE 3.2 WORKLOAD MANAGEMENT GROUP

- 3.2.1 The Department, AEU and PSA acknowledge that the workload for employees in schools and preschools should not be excessive, unreasonable or unsustainable.
- 3.2.2 The agreed terms of reference for the Workload Management Group (WMG) will be reviewed by members from time to time.
- 3.2.3 The purpose of the WMG is to:
- (a) Assess and evaluate the implementation and resourcing of new initiatives across the Department in relation to the potential impact on teacher, leader and ancillary staff workload.
 - (b) Evaluate existing practices with regard to workload impacts so as to develop and implement strategies to decrease workload for teachers and leaders.
 - (c) Share information on best practice ideas and solutions to managing workload.
- 3.2.4 Where appropriate, the WMG will provide recommendations to the Chief Executive regarding mitigation of workload.
- 3.2.5 The WMG will comprise of up to four representatives from the Department, up to four representatives from the AEU, and a nominee from the PSA. The Department and the AEU may nominate different representatives according to workload matters being considered.
- 3.2.6 The WMG will meet on a regular basis as agreed by the parties and at least once per school term.
- 3.2.7 The parties aim to take a cooperative approach to problem solving workload matters.
- 3.2.8 The WMG will provide a report on the work that has been undertaken to the Chief Executive, Minister, Branch President, AEU and General Secretary, PSA by 30 November each year.

- 3.2.9 Matters addressed through grievance processes contained in this Enterprise Agreement do not form part of the work of the WMG unless this has been determined as part of the grievance process.

CLAUSE 3.3 NOTIFICATION OF CHANGE

- 3.3.1 Where the Department at a departmental level has made a decision to introduce major changes in production, program, organisation, structure or technology that are likely to have *significant effects* on employees, the Department shall notify the employees who may be affected by the proposed changes and their union or unions.
- 3.3.2 **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 integration, closure, merger or amalgamation (howsoever described) of schools, preschools or sites; 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 Enterprise Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have a **significant effect**.
- 3.3.3 The Department shall discuss with the employees affected and their union or unions, among other things, the introduction of changes referred to in clause 3.3.1, 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.
- 3.3.4 The discussions shall commence as early as practicable after a decision has been made by the Department to make the changes referred to in clause 3.3.1.
- 3.3.5 For the purposes of such discussion the Department 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 Department shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.
- 3.3.6 For the purpose of this clause discussion involves the sharing of information and the exchange of views between the Department and employees and genuine opportunity for employees to contribute effectively to the decision making process and a bona fide opportunity to influence the decision making. Consultative arrangements put in place will ensure that the employees and union will have the choice and opportunity to be involved in the discussion process in the school.

CLAUSE 3.4 ENFORCEMENT

- 3.4.1 If a Union reasonably believes that in respect of its members there is a purported breach or non-compliance with this Enterprise Agreement in relation to: an express basis on which this agreement is made; or a parliamentary process that reduces or removes an employment benefit; an existing condition; or a condition prescribed in this agreement, the Union may seek redress to the SAET in relation thereto.

CLAUSE 3.5 PERSONNEL ADVISORY COMMITTEE

- 3.5.1 The parties acknowledge that staff morale and employee job satisfaction are enhanced where the views of all employees are taken into account before decisions are made. Consultative arrangements will be established in each school site to ensure the Principal's responsibility to make school based human resource management decisions is carried out in a framework that enables staff to have genuine and direct input into the decisions that affect human resources in their school and their working life.
- 3.5.2 The Principal is the decision maker and has delegated responsibility for human resource decisions at the school level, provided that these decisions are made in accordance with the consultation process outlined below.

- 3.5.3 Each school will establish a Personnel Advisory Committee (PAC) comprised of the following membership:
- (a) The Principal (or nominee);
 - (b) A member elected by AEU members at the school;
 - (c) A member of the teaching staff elected by a vote of all teaching staff at the school; and
 - (d) A member of the non-teaching staff, elected by a vote of all non-teaching staff at the school.
- 3.5.4 For the purpose of this clause, consultation involves the sharing of information and the exchange of views between the Department and the employees and genuine opportunity for employees to contribute effectively to the decision making process and a bona fide opportunity to influence the decision making.
- 3.5.5 Consultative arrangements put in place will ensure that the staff will have the choice and opportunity to be involved in the consultation process in the school.
- 3.5.6 Nothing in this clause, including the development of a Human Resource Profile for the school, shall affect the rights of employees under other clauses of this Enterprise Agreement (including the procedures for preventing and settling industrial disputes under clause 3.1).
- 3.5.7 Members of the PAC will be required to consult with and represent staff in relation to human resource matters, including the development of the site's human resource profile.
- 3.5.8 When representing and consulting with staff, members of the PAC will have regard to relevant equal opportunity, work, health and safety, work life balance and workload issues.
- 3.5.9 The PAC will work with the Principal in relation to human resource matters and perform any other function as provided for by this Enterprise Agreement.
- 3.5.10 The Principal will in all cases, except where it is not practicable because of the nature or urgency of the matter, consult through the PAC at the school in relation to:
- (a) The overall configuration of staffing within the school, including modes of employment, deployment of staff, and leadership structures within that school;
 - (b) Identification of vacancies (including whether it is appropriate to identify a vacancy as ongoing or temporary), vacancy descriptions, job and person specifications, and procedures for filling school based leadership positions (in accordance with the Merit Selection Policy and Merit Selection Procedure);
 - (c) The implementation of the Part Time Employment Procedure (excluding school teaching staff) and the Part Time Teachers (Schooling Sector) Operational Procedure including deployment of all part-time staff and access to training and development and promotion positions;
 - (d) The implementation of the required placement procedures for all teaching staff;
 - (e) The planning and organisation of the program of instruction for all staff at the school, including face to face teaching requirements and applicable part-time arrangements, the size of classes (including practical classes); arrangements for beginning teachers; the total number of students and classes for which a teacher has responsibility for preparation of lessons, report writing and assessment of student work;
 - (f) Strategies to manage work organisation, class structure, specialist teaching load, face to face teaching time, non-instruction time, leadership time and the allocation, size and configuration of classes;
 - (g) Strategies to manage the workload for teachers where one or more students with an individual learning plan or students with other special needs are enrolled, including the provision of adequate release time for teachers to liaise, develop and write an individual education plan having regard to the teacher's total workload;
 - (h) Determining the number, length, frequency and timing of staff meetings;

- (i) Training and development priorities within the context of school planning, ensuring equitable access for all staff to training and development within available resources;
 - (j) Concerns regarding excessive workload including class size;
 - (k) Strategies, where appropriate, to settle grievances in accordance with other provisions of this Enterprise Agreement; and
 - (l) The use of funds allocated to a school to address teacher workload and class complexity.
- 3.5.11 For the purposes of performing the consultative role under clause 3.5.12 the PAC will be provided with information sufficient for genuine consultation including information about the funding provided to the school and information, if any, that is provided to the school about composition of staff and class sizes. Information to be provided includes:
- (a) School Resource Entitlement Breakdown Statement;
 - (b) School Budget;
 - (c) Week 2 survey enrolments;
 - (d) School budget enrolments;
 - (e) Enrolment trends, progression, ratios and predictions; and
 - (f) Resource Entitlement Statement Notes.
- 3.5.12 In the exercise of any of its functions provided for by this Enterprise Agreement, the PAC will act in accordance with the Personnel Advisory Committee Handbook.
- 3.5.13 Where the AEU and the Department agree to changes from time to time to the PAC Handbook, the terms of each change will apply and the PAC Handbook will be amended accordingly.
- 3.5.14 Where the PSA, AEU and the Department agree to changes from time to time to the PAC Handbook insofar as the PAC Handbook deals only with SSOs, the terms of each change will apply and the PAC Handbook will be amended accordingly.

Release Time for PAC Representatives

- 3.5.15 In view of the key role the PAC has in the effective deployment of human resources within the school; the broad range of responsibilities undertaken by the PAC; and the role in grievance processes under the Enterprise Agreement, Principals will consider ways in which PAC members, will be provided with time to enable them to be effective in their roles. This includes ensuring that they have appropriate time to consult with and represent staff and attend PAC training when required. Duties such as yard-duty, relief cover or other in-school responsibilities will be reorganised to accommodate this. A reduced face to face teaching load may also assist members in their role.
- 3.5.16 Schools may use part of their funding to support release time for members of the PAC, the amount of which should be reasonable in light of the number and complexity of matters being considered by the PAC.
- 3.5.17 Under clause 5.2.20 of this Enterprise Agreement the Principal, in consultation with the PAC, must make an assessment of the range of other duties assigned to teachers. This would include the role of a PAC member.

CLAUSE 3.6 WORK HEALTH AND SAFETY

- 3.6.1 The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the employer and employees for maintaining a safe and healthy work environment in accordance with applicable legislation.
- 3.6.2 The employer will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
- (a) Improve workplace health and safety;
 - (b) Improve return to work performance; and
 - (c) Reduce human and workplace costs of injury or illness.
- 3.6.3 The employer acknowledges its responsibility under relevant legislation for duty of care to employees.
- 3.6.4 The parties will work towards achieving and maintaining applicable work health and safety and injury management standards and practices, including:
- (a) Ensuring understanding of the importance of systematically managing WHS in all work activities and workplaces through consultative processes.
 - (b) Supporting and engendering a safety culture within the Department that promotes the adoption of safe work practices.
 - (c) Achieving continuous improvement, and best practice, in work health and safety, and injury management performance.
 - (d) Implementation and continuous improvement of monitoring and reporting systems.
 - (e) Development and implementation of more flexible "return to work" options aimed at improving return to work performance.
 - (f) A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks.
 - (g) Participation in pro-active prevention strategies, including adequate training for all categories of duty holders and employees, aimed at improving the health, safety and well-being of all employees.
 - (h) Achieving improved outcomes from preventative, rehabilitation and return to work strategies.
 - (i) Implementation of guidelines for working hours and managing fatigue in the workplace.
- 3.6.5 The employer acknowledges the benefits both to the organisation and individual employees gained through employees having a balance between their work and personal life.
- 3.6.6 In establishing and maintaining a safe and healthy work environment, the Department will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties.
- 3.6.7 The employer recognises that the allocation of work (including face to face teaching; NIT duties; and other duties) must include consideration of the employee's role, overall workload and health and safety.
- 3.6.8 In the case of non-teaching employees, the employer recognises that the allocation of work (including new or revised duties) must include consideration of the employee's hours of work and health and safety. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an employee's ordinary hours of work.

- 3.6.9 If an individual or group of individuals believe that there is an unreasonable allocation of work leading to employees being overloaded, the individual, group of individuals, or Union concerned may first raise the allocation with local management and if applicable seek to have the allocation reviewed by the Chief Executive (or Delegate). The review will address the employees' concerns and identify how workloads can be managed so as to avoid creating unreasonable workloads.

Release Time for Health and Safety Representatives

- 3.6.10 A health and safety representative (HSR), as defined under the *Work Health and Safety Act 2012* (SA), is entitled to take such time off work as is reasonably necessary for the purposes of performing the function of a HSR under that Act. A HSR who takes time off work is entitled to take that time without the loss of any remuneration that they would have received.
- 3.6.11 In order to enable the HSR to represent the workgroup and to perform their functions effectively it is appropriate that time be provided for them to undertake their role.
- 3.6.12 The level of support required would be determined by the PAC based on, but not limited to, the factors listed below:
- (a) Number of employees represented;
 - (b) Nature, type and similarity of work performed by the employees;
 - (c) Areas or places of work;
 - (d) The extent to which an employee may move from place to place;
 - (e) Risk factors involved in the type of work;
 - (f) Times at which work is performed;
 - (g) The functions that the representative needs to carry out in accordance with the Act.

PART 4 – WAGES AND OTHER CONDITIONS OF GENERAL APPLICATION

CLAUSE 4.1 WAGES AND SALARIES

- 4.1.1 The employer shall pay the wages and salaries as set out in Schedule 1.
- 4.1.2 Where a person (except for a preschool teacher or director) 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.
- 4.1.3 Where a preschool teacher or director 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 36.25.

CLAUSE 4.2 COUNTRY INCENTIVES

- 4.2.1 Schedule 2 - Country Incentives forms part of this Enterprise Agreement.
- 4.2.2 The provisions contained in Schedule 2.1 - Country Incentives Until 2002 (incl.) apply to any teacher having service of the kind specified in Schedule 2.1.
- 4.2.3 The provisions contained in Schedule 2.2 - Schools and Preschools – Country Incentives From 2003 (incl.) apply to Teachers as specified in Schedule 2.2.
- 4.2.4 Despite the provisions of this clause, a teacher who is, or may become, subject to the provisions of this clause may agree in writing with the Department, to a modified scheme of country incentives to apply in respect of that teacher. In that event, the agreed scheme will apply to that teacher as if incorporated into this Enterprise Agreement.

CLAUSE 4.3 CLASSIFICATIONS

- 4.3.1 The classification structures contained in the safety net awards continue to apply subject to the matters contained in this Enterprise Agreement.

CLAUSE 4.4 INFORMATION PROVIDED ON ENGAGEMENT – TEACHERS, BAND A AND BAND B LEADERS

- 4.4.1 Upon engagement, a Teacher, Band A or Band B leader will be advised:
- (a) Whether the engagement is on an ongoing, temporary or casual basis;
 - (b) If the engagement is on a temporary basis the employee will be advised;
 - (i) The commencement and completion date of the engagement;
 - (ii) In the case of a fixed task employee, the task or project that is to be undertaken and advice that the completion of the task or project represents the completion of the engagement;
 - (iii) In the case of a replacement employee, that the engagement is for the purposes of replacing a permanent employee who has a right of return to the position.
 - (c) The classification level of the Teacher, Band A or Band B leader;
 - (d) The current salary level of the Teacher, Band A or Band B leader;
 - (e) Any allowances for which the Teacher, Band A or Band B leader may be eligible;
 - (f) If the engagement is subject to probation, the length and terms of the probation period.
- 4.4.2 The additional information specified in 4.4.1 above will also be provided to existing employees who enter into a new temporary contract.

CLAUSE 4.5 PAID PRIMARY CARER LEAVE

4.5.1 For the purposes of this clause 4.5:

- (a) "Adopted child" means a child under 16 years of age.
- (b) "Unpaid parental leave" means unpaid parental leave for the purposes of the Safety Net Awards however described

4.5.2 Paid primary carer leave applies in accordance with this clause.

4.5.3 An employee who applied for and was granted primary carer leave commencing on or after the date of operation of this Enterprise Agreement 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.

4.5.4 Subject to this clause, an employee, other than a casual employee:

- (a) who has completed 12 months continuous service prior to:
 - (i) the birth of the employee's child; or
 - (ii) prior to taking custody of an adopted child; or
 - (iii) taking caring responsibility pursuant to a parent-child relationship as a consequence of a surrogacy arrangement; and
- (b) will be the primary carer of the child.

is entitled to:

- (c) 16 weeks paid primary carer leave; or
- (d) if at the time of commencing primary carer leave, the employee has been employed in the SA public sector for not less than five (5) years (including any periods of approved unpaid leave) – twenty (20) weeks paid primary carer leave.

4.5.5 Unless otherwise agreed with the Chief Executive (or delegate), the following conditions apply to an employee applying for paid primary carer leave:

- (a) Paid primary carer leave may commence from:
 - (i) the date of birth;
 - (ii) in the case of an employee who is pregnant, any time within 6 weeks prior to the expected date of birth;
 - (iii) in the case of adoption or surrogacy, the date of placement of the child; or
 - (iv) subject to clause (b). below, any later time.
- (b) Paid primary carer leave must end during the 104 week period (2 years) starting from the date of birth or, in the case of adoption or surrogacy, placement of the child.
- (c) The total of paid primary carer leave and unpaid parental leave (however described) is not to exceed 104 weeks (2 years) in relation to the employee's child. For the purpose of this clause, child includes children of a multiple birth/adoption/surrogacy.
- (d) Paid primary carer leave will be paid at the employee's ordinary rate of pay from the date the paid leave commences. This will include country incentives zone payments, Whyalla living allowances, special class allowances, behavioural allowances, and instrumental music teachers' allowance. It will exclude locality allowances, advanced increment allowances, higher duties or other additional duties allowances. For the purposes of this clause the phrase

"ordinary rate of pay" in relation to an employee in a tenured leadership position is the rate of pay of that position including the payment and allowances included by this clause.

- (e) The paid primary carer 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, subject to clause 4.5.5(f) and (g).
- (f) The paid primary carer leave is to be extended by school vacation periods.
- (g) The paid primary carer leave is to be extended by an entitlement accrued under clause 4.13 Training and Professional Development and taken in week 10 of Term 4.

4.5.6 At the time of applying for paid primary carer leave, the employee may elect in writing:

- (a) To take the paid leave in two split periods within the 104 week period as per clause 4.5.5(b).
- (b) To take the paid leave at full pay, half pay or any combination of full or half pay in the 104 week period.

4.5.7 Employees who have worked any period of less than full-time in the preceding 12 months will have the same entitlements as full-time employees on a pro rata basis according to the average number of hours worked during the immediately preceding 12 months (disregarding any periods of leave).

4.5.8 In recognition of having continuity for students, a fixed term appointment as a teacher may be extended to accommodate a period of paid primary carer leave where the teacher becomes eligible for such leave during the period of their appointment.

4.5.9 During periods of paid primary carer leave or unpaid parental leave, sick leave with pay will not be granted. 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 illness has arisen from the pregnancy.

4.5.10 Where both prospective parents are employees covered by this Enterprise Agreement the period of paid primary carer leave may be shared by both employees (but not taken concurrently unless approved), provided that the total period of paid primary carer leave taken in respect of the child (or children in the case of multiple births/adoptions/surrogacy) does not exceed the applicable maximum in clause 4.5.4 of this Agreement and the leave is taken in periods of not less than 4 weeks and has regard to the operational needs of the Department.

4.5.11 Where an employee has an entitlement to paid primary carer leave under this Agreement (**Parent A**), and the other prospective parent (**Parent B**):

- (a) is employed in the public sector;
- (b) is not covered by this Agreement; and
- (c) has an entitlement to paid primary carer leave (however described),

Parent A may take paid primary carer leave up to the maximum provided by clause 4.5.4 of this Agreement, provided that:

- (d) any period of paid primary carer leave (however described) taken by Parent B in respect of the child (or children in the case of multiple births/adoption/surrogacy) will be deducted from Parent A's maximum entitlement;
- (e) the leave cannot be taken concurrently unless approved;
- (f) the leave is taken by Parent A in periods of not less than 4 weeks and has regard to the operational needs of the Department.

4.5.12 For the purpose of this clause, continuous service will be taken to include service for the relevant period not interrupted by breaks in service of more than three months (excluding vacation periods). In the case of service prior to the commencement of this Enterprise Agreement it shall also include:

- (a) Employment on a regular and systemic basis for several periods of employment for the relevant period; or
- (b) Employment on a regular and systemic basis for an ongoing period of employment for the relevant period.

4.5.13 The entitlements in this clause will be in addition to entitlements under the federal *Paid Parental Leave Act 2010* (Cth) (as amended from time to time).

CLAUSE 4.6 TRANSFER TO A SAFE JOB

4.6.1 If in the opinion of a legally qualified medical practitioner:

- (a) illness or risks arising out of the pregnancy; or
- (b) hazards connected with the work assigned to the employee

make it inadvisable for the employee to continue their present work, the employee must, if the Chief Executive (or delegate) considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of paid primary carer leave.

4.6.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the Chief Executive (or delegate) may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.

4.6.3 Leave under this sub clause 4.6 will be treated as (no safe job) leave in addition to any other entitlement to paid primary carer's leave under the terms of sub clause 4.5.

4.6.4 An employee who has completed 12 months' effective service is entitled to be paid no safe job leave under this clause.

4.6.5 An employee who has not completed 12 months' effective service is entitled to unpaid no safe job leave.

4.6.6 For the purpose of this clause effective service means a period of at least 12 months continuous service without a break of more than 3 months plus school vacation period(s) (and any other break which has been determined by the delegate that does not count towards the 12 months), prior to taking any such leave. This period includes any service with the Department or recognised by the Department.

CLAUSE 4.7 RETURN TO WORK ON A PART-TIME BASIS

4.7.1 Subject to this clause, an employee is entitled to return to work after paid primary carer leave or unpaid parental leave on a part-time basis until the child's second birthday at the level of the employee's regular appointment. The days and hours for the part-time arrangement will be as agreed between the Chief Executive (or delegate) and the employee.

4.7.2 In the event that an employee is in a tenured leadership position prior to paid primary carer leave, or unpaid parental leave, the employee is entitled to work on a part-time basis at the level of the tenured appointment immediately preceding the leave until the end of the employee's tenure or until the child's second birthday, whichever occurs first.

4.7.3 The following conditions apply to an employee applying to return on a part-time basis:

- (a) The employee will provide the Chief Executive with such a request giving as much notice as possible but not less than 6 weeks (excluding vacation periods) prior to the date on which the employee's leave is due to expire and will provide to the Chief Executive such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday.
- (b) As much notice as possible but not less than 6 weeks (excluding vacation periods) prior to the relevant child's second birthday, the employee will advise the Chief Executive whether the

employee will revert to employment on a full-time basis or seeks to continue to be employed on a part-time basis so that adequate time is provided to make appropriate arrangements for the employee and any consequential vacancy at the site, where necessary.

- (c) An employee's return to work part-time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

- 4.7.4 This clause does not limit an employee's right to request parental leave on a part-time basis until the child reaches school age, in accordance with clause 6.7.15 of the *Teachers Award* and similar clauses in the other safety net awards.

CLAUSE 4.8 PAID PARTNER LEAVE

- 4.8.1 Subject to this clause, an employee (other than a casual employee) is entitled to access up to one calendar week (i.e. five working days) (pro-rata for part-time non-teaching employees) of their accrued sick leave entitlement on the birth, adoption or surrogacy of a child/ren for whom the employee has direct parental care responsibility. The leave will be taken as full working day/s within 3 months of the birth, adoption or surrogacy of the child/ren.
- 4.8.2 It is not intended that this paid partner leave entitlement will detract from any more beneficial entitlement or arrangement applicable within the Department as at the commencement of this clause (i.e. an 'existing arrangement'). An employee can make use of that existing arrangement or the paid partner leave, but not both.
- 4.8.3 Except in relation to an existing arrangement; the Department's special leave policy; or a requirement of this clause, the administrative arrangements for taking this leave will generally be as applicable to Family Carer's Leave.
- 4.8.4 Paid partner leave is not counted for the purposes of establishing an employee's maximum entitlement under clauses 4.5.10 and 4.5.11 of this Enterprise Agreement.

CLAUSE 4.9 SPECIAL LEAVE

- 4.9.1 Special Leave will be provided to employees in Government schools and preschools in accordance with the Departments Special Leave Policy or its successor.
- 4.9.2 The employer will genuinely consult with the AEU and the PSA in relation to any proposed amendment of the policy.

CLAUSE 4.10 DOMESTIC / RELATIONSHIP VIOLENCE

- 4.10.1 The parties acknowledge that an employee who is experiencing domestic or relationship violence (actual or threatened) can make reasonable use of, and the Department will provide reasonable access to, existing leave and flexible and safe working arrangements.
- 4.10.2 Pursuant to Regulation 9(8) of the *Public Sector Regulations 2010 (SA)* the Commissioner for Public Sector Employment has issued Determination 3.1 Employment Conditions — Hours of Work, Overtime and Leave, Section F — Special Leave with Pay and Leave Without Pay, which provides employees suffering from or escaping domestic/family violence access to special leave with pay. This provision of the Determination applies to employees covered by this Enterprise Agreement.

CLAUSE 4.11 FAMILY CARER'S LEAVE

- 4.11.1 Family Carer's leave will be provided to employees in accordance with the relevant provisions in the safety net awards listed at clause 1.5.1, or the relevant Department policy, whichever is the more favourable for the employee.
- 4.11.2 The ability to take this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

CLAUSE 4.12 UNIONS

- 4.12.1 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 this Enterprise Agreement that employees are informed of their rights and responsibilities and that the employer is promptly informed of any employee grievances or concerns.
- 4.12.2 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 employees being adequately represented in relation to their employment entitlements.
- 4.12.3 Union workplace representatives will be provided with reasonable access to means of communication and facilities for the purpose of undertaking union activities, provided that service delivery is not disrupted and work requirements are not unduly affected.
- 4.12.4 Such facilities include telephone, computers, access to union Web Pages, email, photocopiers, facsimile machines, storage facilities, meeting rooms, notice boards and staff notices. Reasonable access must take into account all the relevant circumstances. In the case of access to storage facilities and meeting rooms, the relevant circumstances include the ability of the Department to provide the specific facilities or room sought.
- 4.12.5 Section 140 of the Act (Powers of Officials of Employee Associations), as varied from time to time, will apply with respect to matters covered by this Enterprise Agreement.

CLAUSE 4.13 TRAINING AND PROFESSIONAL DEVELOPMENT

- 4.13.1 For the purpose of this clause **eligible staff** means the following employees in schools and preschools:
- (a) School and preschool teachers (including those in leadership positions);
 - (b) Aboriginal Education Workers (AEWs);
 - (c) School Services Officers (SSOs);
 - (d) Early Childhood Workers (ECWs);
 - (e) Seconded Teachers on teacher conditions; and
 - (f) Any other staff eligible under the Training and Professional Support Strategy.
- 4.13.2 For the purpose of this clause, outside of normal school hours means beyond those hours required of **eligible staff** at the workplace to fulfil their regular role and responsibilities.
- 4.13.3 Training and professional development undertaken by **eligible staff** must be consistent with:
- (a) The professional requirements of their role; or
 - (b) The site, regional and/or Departmental priorities and needs as determined from time to time.
- 4.13.4 **Eligible staff** who provide an employee declaration to their site leader by the end of week 9 Term 4 each year stating that they have undertaken the equivalent of 37.5 hours (or 36.25 hours in the case of a preschool teacher or Preschool Director) of training and professional development will not be required to attend Government preschools and schools in week 10 of Term 4.
- 4.13.5 An **eligible** AEW, ECW or SSO who is requested or required and performs work during week 10 of term 4 shall be provided with time off in lieu. In the event that time off in lieu is not reasonably available, that staff member shall be remunerated for the work done in that week at their ordinary rate of pay.

- 4.13.6 Employees who undertake a proportion of the approved training and professional development activities are required to be on duty for the remaining portion of the five days (or pro rata period for part-time employees) during the final duty week of the school year. For the purpose of calculating the period required to be on duty, the smallest counting unit will be a half-day for temporary teachers and all AEWs, ECWs and SSOs, and a whole day for permanent teachers.
- 4.13.7 Participation in training and professional development outside of the normal work hours at the workplace is voluntary and staff cannot be required to undertake training and professional development in their own time outside of normal work hours. Where a staff member is required to undertake Training and Professional Development during normal school hours it should not be at the staff member's expense.
- 4.13.8 Part-time employees and employees who work for part of the school year accrue benefits under this clause on a pro-rata basis, calculated in accordance with Appendix A of the Training and Professional Support Strategy Guidelines.
- 4.13.9 Pursuant to clause 4.5.5 (e) of this Enterprise Agreement, paid primary carer's leave is to be extended by any entitlement accrued under this clause and taken in week 10 of Term 4.

CLAUSE 4.14 SALARY PACKAGING

- 4.14.1 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 that enables salary packaging arrangements to be put in place.
- 4.14.2 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 this Enterprise Agreement.
- 4.14.3 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.
- 4.14.4 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, the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

CLAUSE 4.15 REDEPLOYMENT, RETRAINING AND REDUNDANCY

- 4.15.1 Terms and conditions in relation to Redeployment, Retraining and Redundancy are contained in Appendix 1 of this Enterprise Agreement.
- 4.15.2 An employee will be declared as excess to the requirements of the Department where the duties assigned or allocated to them or the role or position at their substantive classification/remuneration level are/is no longer required and it is not practicable to transfer to and, where relevant, assign the employee to other duties commensurate with their substantive remuneration level within a reasonable time (with or without the provision of additional training to the employee).
- 4.15.3 Prior to considering whether a permanent employee is excess to requirements (and formally declaring them as excess) the employer will consider suitable alternative roles, duties or positions within Department that are available or likely to become available within a reasonable time and into which the employee could be placed with or without the provision of additional training. Permanent employees will be considered for placement in accordance with the relevant Department policy and/or procedure.

PART 5 – REGULATION OF WORKLOAD

CLAUSE 5.1 TEACHER WORKLOAD

- 5.1.1 Teachers should have the opportunity to perform all of their duties within a reasonable timeframe and have fair and reasonable conditions and students/children should have ready access to their teachers. In this context, the work allocated to a teacher should, as far as practicable, provide for an equitable distribution of work across all teachers in the school/preschool and avoid the allocation of work to teachers that could be performed by an available and appropriately qualified SSO (in the case of schools) or ECW (in the case of standalone preschools).

CLAUSE 5.2 FACE TO FACE TEACHING HOURS: SCHOOLS

- 5.2.1 For the purpose of clauses 5.2.2 – 5.2.21 a teacher means the classification of teacher, Band A and Band B leaders in schools.
- 5.2.2 For the purpose of this clause, face to face teaching, in relation to a particular teacher, means:
- (a) Rostered teaching sessions in a documented approved course of study for which the teacher has the primary responsibility for education delivery;
 - (b) Tutoring, study supervision or special needs support which is timetabled;
 - (c) Relief teaching lessons;
 - (d) Pastoral care/home group activities involving student supervision, student counselling or consultation in which at least some of the activities are designed to enhance personal development;
 - (e) Rehearsals, practices, presentations, performances which are part of the curriculum;
 - (f) Work experience and vocational education program delivery and/or supervision in secondary schools;
 - (g) School excursions and camps which are part of the curriculum;
 - (h) Assemblies;
 - (i) Care group, home group and roll class;
 - (j) In class supervised eating time in school based preschools, junior primary and primary schools;
 - (k) Supervision of timeout, withdrawal and/or detention rooms which occur during student instruction time;
 - (l) Sports coaching which is required as part of the curriculum.
- 5.2.3 In the case of a student counsellor, face to face teaching includes time allocated for student counselling and consultation.
- 5.2.4 In the case of a teacher librarian, face to face teaching includes time allocated for student contact and consultation in a library.
- 5.2.5 For the purpose of this clause Non-Instruction Time (NIT) in relation to a particular teacher includes the time during school hours allocated to teachers to enable them to undertake preparation of lessons, assessment of student work, report writing and curriculum development and shall include leadership time for Band A and Band B leaders in schools. It is noted that school hours is the period of time of 1600 minutes of instruction as applied at clause 5.2.12 of this Enterprise Agreement.

- 5.2.6 At times it may be reasonable for teachers to undertake other duties as required by the site leader (or delegate) during the time allocated for NIT. Such arrangements must be negotiated with the teacher.
- (a) In deciding whether a requirement is reasonable, a line manager should consider the urgency and importance of the other duties, whether it is practicable for those duties to be undertaken by the teacher at another time, or by another staff member including an appropriately qualified SSO.
 - (b) When a site leader (or delegate) identifies duties that are urgent, pressing or which cannot practicably be deferred, it may be reasonable for teachers to undertake such duties as required by the site leader (or delegate) during the time allocated for NIT. Such arrangements must be negotiated with the teacher.
 - (c) When other duties arise and it is practicable for the time frame for their completion to be scheduled or planned, the site leader (or delegate) and teacher will negotiate, and where possible agree, the arrangements and timeframe for that duty.
- 5.2.7 The requirement to undertake other duties does not reduce a teacher's entitlement to a minimum amount of NIT.
- 5.2.8 Each period of NIT should be a minimum of one lesson and in any case not less than 40 minutes. NIT cannot be allocated during recess or lunch breaks.
- 5.2.9 Teachers will be provided with adequate release time to liaise, develop and write an individual education plan, having regard to the teacher's total workload.
- 5.2.10 A teacher shall not be required to teach in excess of the maximum number of hours per week of face to face teaching, which may be averaged over a school term or over the school year, subject to clause 5.2.19 and provisions in the PAC Handbook.
- 5.2.11 A teacher shall be entitled to the minimum amount of NIT per week which may be averaged over a school term or over the school year, subject to clause 5.2.19 and provisions in the PAC Handbook.
- 5.2.12 (a) Subject to clause 5.2.12(b) and clause 5.2.13 below, the maximum number of hours of face to face teaching per week or the number of face to face teaching hours averaged over a school term or the school year for teachers is:

<i>Classification</i>	<i>Face to face teaching</i>	<i>Non-Instruction time</i>
Secondary school teacher	21h per week	5h 40m per week
Primary school teacher	22h 30m per week	4h 10m per week
School Based Preschool Teacher	22h 30m per week	4h 10m per week
Secondary school beginning teacher	18h 54m per week	7h 46m per week
Secondary school beginning teacher ATSI	16h 48m per week	9h 52m per week
Primary school beginning teacher	20h 15m per week	6h 25m per week
Primary school beginning teacher ATSI	18h per week	8h 40m per week

- (b) (i) The maximum number of hours of face to face teaching per week set out in the table in clause 5.2.12(a) will reduce by 60 minutes per week, with a commensurate increase in minimum Non-Instruction time, in the school years as follows:

Teachers	Commencement date of 60 minute per week reduction in face to face teaching (school year)
Teaching in Category 1 schools (and designated special schools)	2024
Teaching in Category 2 schools	2025
Teaching in Category 3 schools	2026
Teaching in Category 4 schools	2027
Teaching in Category 5 schools	2028
Teaching in Category 6 schools	2029
Teaching in Category 7 schools	2029

- (ii) "Category" in the above table is a reference to a school's Index of Educational Disadvantage Category. If in a later school year a school is allocated to a different Category, then the Category of school for the purpose of the above table will be the Category as later determined by the Department for the purpose of the applicable school year. To avoid doubt, this clause will not operate to impose retrospective obligations on the Department to reduce weekly maximum face to face teaching time at any site.
- (iii) Clause 5.2.12 (b) (i) will apply to the extent that the Department is reasonably able to employ sufficient suitable teachers at each applicable site to perform the face to face teaching required at those sites.
- (c) Where the Department has not been able to employ a sufficient number of suitable teachers at a particular site to implement the applicable reduction in maximum face to face teaching time under clause 5.2.12(b)(i);
- (i) Clause 5.2.12(a) will continue to prescribe the maximum face to face teaching hours until a sufficient number of suitable teachers are employed at the site at which time clause (d) will apply.
- (ii) Until the reduction in maximum face to face teaching hours can be implemented, reasonable endeavours will be made, by the site leader (or delegate) in consultation with the PAC, to reduce the workload of teachers at the site including by (but not limited to):
- o reducing the weekly maximum face to face teaching for some teachers at the site;
 - o where appropriate, allocating duties to appropriately qualified SSOs;
 - o engaging suitably qualified Temporary Relief Teachers.
- (iii) Clauses 5.2.23 and 5.2.24 of this Agreement will only apply to face to face teaching performed by a teacher in excess of the maximum prescribed by clause 5.2.12(a) until clause 5.2.12(b)(i) commences to apply in accordance with clause 5.2.12(d).
- (d) In circumstances covered by clause 5.2.12(c), the reduction in maximum face to face teaching prescribed by clause 5.2.12(b)(i) will apply as soon as practicable and no later than the commencement of the next school term after a sufficient number of suitable teachers have been employed at the site.
- 5.2.13 Notwithstanding subclauses 5.2.10, 5.2.11 and 5.2.12 above, the hours of face to face teaching and NIT will not be averaged over a school term or the school year for secondary school beginning teachers or beginning ATSI teachers or for primary school beginning teachers or beginning ATSI teachers.
- 5.2.14 Subject to 5.2.19 below, the maximum number of hours of face to face teaching per week or the number of face to face teaching hours averaged over a school term or the school year for Band B Leaders in Schools is:

Classification	Maximum face to face teaching
Primary school Band B-1 ¹	18 hours and 30 min per week
Secondary school Band B-1	17 hours and 15 min per week
Primary school Band B-2 to Band B-6	14 hours per week
Secondary school Band B-2 to Band B-6	13 hours per week
Primary school Deputy Principal	14 hours per week (where the Weighted ² enrolment estimate is 234 students or less)
Primary school Deputy Principal	13 hours and 30 min per week (where the Weighted enrolment estimate is 235 to 249 students)
Primary school Deputy Principal	11 hours and 15 min per week (where the Weighted enrolment estimate is 250 students or more)
Secondary school Deputy Principal	10 hours and 30 min per week

5.2.15 The Principal, in consultation with the PAC, may reduce the maximum face to face teaching time outlined in 5.2.14 above to take account of work volume and role diversity. Time and resourcing allocated for leadership roles should promote staff well-being and work life balance

5.2.16 Subject to 5.2.19 below, the maximum number of hours of face to face teaching per week or the number of face to face teaching hours averaged over a school term or the school year for Band A Leaders in Schools is:

Classification	Maximum face to face teaching
Weighted enrolment 1 to 99 students	11 hours and 15 minutes per week
Weighted enrolment 100 to 114 students	9 hours per week
Weighted enrolment 115 to 129 students	6 hours and 45 minutes per week
Weighted enrolment 130 to 144 students	4 hours and 30 minutes per week
Weighted enrolment 145 to 159 students	2 hours and 15 minutes per week
Weighted enrolment over 160 students	0 minutes per week

5.2.17 For teachers working in area, combined, special schools, units and classes, behavioural units, learning centres and NAP units, the face to face teaching hours and non-instruction time will be those corresponding to the level of schooling (i.e. primary or secondary) in which the teacher spends the majority of their face to face teaching time.

5.2.18 Face to face teaching hours and non-instruction time outlined in clauses 5.2.12, 5.2.13, 5.2.14 and 5.2.16 will be provided on a pro rata basis for part-time teachers.

5.2.19 A Teacher and the Principal in consultation with the PAC may agree:

¹ This level also applies to the legacy position – see footnote 6 of Schedule 5

² In a Primary school the Weighted enrolment is October estimated enrolments.

In an Area school the Weighted enrolment is the October estimated primary enrolments and twice the February secondary enrolments.

- (a) An alternative maximum number of weekly face to face teaching hours to be undertaken by a teacher.
- (b) The averaging of the maximum weekly number of face to face teaching hours over a term or the school year and a corresponding adjustment of the minimum weekly NIT, except in relation to the classifications set out in subclause 5.2.13.
- (c) The crediting of the face to face teaching hours or a part thereof that the teacher would have worked but for a period of attendance on a camp or excursion.
- (d) The adjustment of the maximum weekly number of face to face teaching hours or some other suitable accommodation when a teacher is required to teach outside school hours for rehearsals, practices, presentations, performances, sports coaching, camps and excursions or any other agreed activity which is part of the curriculum.
- (e) An alternative minimum weekly NIT taking into account the factors set out in clause 5.2.20.

5.2.20 In addition to face to face teaching, teachers may be required by the Principal in consultation with the PAC to undertake a range of other duties. In the distribution of other duties, the following factors are to be taken into account:

- (a) As far as practicable, the equitable distribution of other duties within the school;
- (b) The relative importance of the various duties to be undertaken;
- (c) The time required to perform the duties;
- (d) The range and frequency of tasks to be performed;
- (e) The classification, qualifications, training and experience of the teacher; and
- (f) Whether the teacher has an appropriate level of NIT to assist with preparation, assessment and reporting requirements.

5.2.21 In considering other duties, the Principal, in consultation with the PAC, will have regard to re-assigning or managing better those duties.

5.2.22 In identifying a teacher's total workload, the Principal, in consultation with the PAC, will take into account the range of duties identified below. These duties are characterised as core duties of teachers, to be managed by the Principal, in consultation with the PAC, and may include:

- (a) Preparation of lessons, assessment of student work beyond NIT entitlement;
- (b) Student reports;
- (c) Curriculum development;
- (d) Parent teacher interviews and parent consultation;
- (e) Managing class based student records which are for those students that a teacher is responsible for;
- (f) Yard duties;
- (g) Student health and wellbeing;
- (h) Recording student attendance;
- (i) Participating in performance management;
- (j) Work Health and Safety as it relates to classroom practice.

5.2.23 Relief Lessons Above Maximum Face To Face Teaching Load:

- (a) For the purpose of this clause a teacher means the classification of teacher Band A and Band B leaders in schools but consistent with clause 5.2.13, excludes secondary beginning teachers or beginning ATSI teachers or for primary school beginning teachers or beginning ASTI teachers.
- (b) With regard to clause 5.2.10 in circumstances where the taking of a relief lesson would result in a teacher's face to face teaching load exceeding the maximum as provided in clause 5.2.12,

5.2.14 and 5.2.16 or by an agreed arrangement pursuant to clause 5.2.19, all reasonable endeavours should be made to engage a Temporary Relief Teacher (TRT) or Permanent Relief Teacher (PRT).

- (c) In circumstances where a TRT or PRT cannot be engaged, prior to assigning the taking of a relief lesson, regard should be given to the teacher's teaching load and the reasonableness of increasing that load.
- (d) In determining whether the additional hour/s are reasonable or unreasonable, the Principal and teacher, in consultation with the PAC, should have regard to:
 - (i) Any risk to the employee's health and safety from working the additional hours;
 - (ii) The teacher's workload;
 - (iii) The employee's personal circumstances, including family responsibilities;
 - (iv) The needs of the workplace in which the employee is employed;
 - (v) Any notice given by the employer of any request or requirement to work the additional hours;
 - (vi) Any notice given by the employee or his or her intention to refuse to work the additional hours;
 - (vii) The teacher's experience, expertise and qualifications;
 - (viii) The nature of the employee's role and level of responsibility; and
 - (ix) Any other relevant matter.
- (e) Where a teacher, agrees to take a relief lesson that results in a face to face teaching time in excess of their provision, they will be entitled to the equivalent amount of non-instruction time. This additional NIT should be provided as soon as practicable after the relief lesson has been taken and at a time agreed between the employee and their manager, but in any event no later than 10 working days after the relief lesson has been taken.
- (f) In the event that the NIT is not able to be taken within the agreed period, the employee will instead receive an additional payment for the time worked in taking the relief lesson, calculated as follows: $\text{Annual salary} \times 1.25 \times 12 / 313 / 75 = \text{hourly rate}$ (where the time worked will be rounded up to the nearest quarter of hour worked).
 - (i) The relevant annual salary is the salary applicable to the relevant employee at the time the employee performs face to face teaching in excess of maximum face to face teaching (this includes the salary applicable to a short term appointment in a higher classification than the employee's substantive classification).
 - (ii) There is no "cap" on the maximum annual salary applicable to (i) above.

5.2.24 Requirement To Work In Excess Of Maximum Face To Face Teaching Load:

- (a) If a teacher agrees to teach in excess of their maximum face to face teaching load as provided in clause 5.2.12 and 5.2.13 or an agreed averaging arrangement pursuant to clause 5.2.19, they will be entitled to the equivalent amount of non-instruction time. This additional NIT should be provided as soon as practicable and at a time agreed between the teacher and their manager.
- (b) In the event that the NIT is not able to be taken within the agreed period, the teacher will instead receive an additional payment for the hours worked in excess of their maximum face to face teaching load calculated as follows: $\text{Annual salary} \times 1.25 \times 12 / 313 / 75 = \text{hourly rate}$ (where the time worked will be rounded up to the nearest quarter of hour worked).
 - (i) The relevant annual salary is the salary applicable to the relevant employee at the time the employee performs face to face teaching in excess of maximum face to face teaching (this includes the salary applicable to a short term appointment in a higher classification than the employee's substantive classification).
 - (ii) There is no "cap" on the maximum annual salary applicable to (i) above.

CLAUSE 5.3 FACE TO FACE TEACHING HOURS: STAND ALONE PRESCHOOLS

- 5.3.1 For the purpose of this clause:
- 5.3.1.1 a "stand alone preschool" is a preschool/kindergarten for the purposes of the Preschool (Kindergarten) Teaching Staff Award ("**the Award**") which does not form part of, and which is not administered as part of, a school.
- 5.3.1.2 a teacher means a person engaged as a teacher or Preschool Director in a stand-alone preschool.
- 5.3.2 For the purpose of this clause, face to face teaching, in relation to a particular teacher, means the planned teaching session time for children in their eligible years involving the delivery of the preschool program and includes in group session eating time.
- 5.3.3 Face to face teaching does not include meal breaks; preschool director administration time; and preparation and reorganisation time, including routine set up and pack-up before and after planned teaching sessions.
- 5.3.4 For the purpose of this clause non instruction time (NIT) in relation to a particular teacher includes time during the working week allocated to teachers to enable them to undertake session planning and programming; assessment of children's achievement; report writing and curriculum development.
- 5.3.5 At times it may be reasonable for teachers to undertake other duties as required by the line manager during the time allocated for NIT. Such arrangements must be negotiated with the teacher.
- 5.3.6 The requirement to undertake other duties does not reduce a teacher's entitlement to a minimum amount of NIT.
- 5.3.7 Teachers will be provided with adequate release time to liaise, develop and write an individual education plan, having regard to the teacher's total workload.
- 5.3.8 A teacher shall not be required to teach in excess of the maximum number of hours per week of face to face teaching.
- 5.3.9 In consultation with the work group, a teacher's face to face teaching may be averaged over a fortnight, preschool term or over the preschool year to meet service delivery of the preschool program.
- 5.3.10 The maximum number of hours of face to face teaching per week or the number of face to face teaching hours averaged over a fortnight, term or year for teachers is 24 hours per week.
- 5.3.11 The minimum number of hours of Non Instruction Time for teachers is 2 hours 30 minutes per week.
- 5.3.12 Face to face teaching hours and NIT will be provided on a pro-rata basis for part -time teachers.
- 5.3.13 A teacher and Preschool Director may agree an alternative maximum number of weekly face to face teaching hours to be undertaken by the teacher and a corresponding adjustment of the minimum weekly NIT.
- 5.3.14 In addition to face to face teaching and NIT, teachers will be required by the Preschool Director to undertake a range of other duties within the working week. In distribution of other duties, the following factors are taken into account:
- 5.3.14.1 as far as practicable, the equitable distribution of other duties within the preschool;
- 5.3.14.2 the relative importance of various duties to be undertaken;
- 5.3.14.3 the time required to perform the duties;
- 5.3.14.4 the range and frequency of tasks to be performed;
- 5.3.14.5 the classification, qualifications, training and experience of the teacher;

5.3.14.6 whether the teacher has an appropriate level of NIT to assist with preparation, assessment and reporting requirements.

5.3.15 In considering other duties, the Preschool Director will have regard to reassigning or managing better those duties.

5.3.16 In identifying a teacher's total workload, the Preschool Director will take into account the range of duties identified below. These duties are characterised as core duties of teachers, to be managed by the Preschool Director, and may include:

5.3.16.1 session planning and programming; assessment of children's achievement; report writing and curriculum development beyond NIT entitlement;

5.3.16.2 Parent teacher interviews and parent consultation;

5.3.16.3 Managing children's records for whom the teacher is responsible;

5.3.16.4 Children's health and wellbeing;

5.3.16.5 Recording attendance of children;

5.3.16.6 Participating in performance management;

5.3.16.7 Work Health and Safety as it relates to classroom practice;

5.3.16.8 Preparation and reorganisation time, including routine set up and pack-up before and after planned teaching sessions.

Note: It is intended that this clause will not lead to an unreasonable increase in workload for Preschool Directors.

CLAUSE 5.4 PRESCHOOL DIRECTORS LEADERSHIPS ADMINISTRATION TIME

5.4.1 Leadership Administration Time is to be provided to Band A leaders in stand-alone preschools as follows:

(a) Band A-1 (PSD1) 12 TRT days per annum

(b) Band A-1 (PSD2) 17 TRT days per annum

(c) Band A-2 (PSD3) 20 TRT days per annum

(d) Band A-3 (PSD4) 20 TRT days per annum

CLAUSE 5.5 CLASS SIZES: SCHOOLS

5.5.1 This clause recognises that there are varied forms of teaching arrangements (including practical classes, team teaching and lecture/tutorials) and different structural options, (including B-12 arrangements, senior school arrangements and senior campuses) that optimise student learning opportunities.

5.5.2 The organisation of teaching should provide and maintain, so far as is practicable, a working environment that is safe and without risks to health.

5.5.3 In this context, and within the fixed resources provided to schools and the physical facilities, class size should be planned on the minimum number of students possible.

5.5.4 The teacher to students ratio in a class ("class size") shall on average across the year levels specified not be greater than:

(a)	years R to 2:	26
(b)	years 3 to 7:	30
(c)	years 8, 9 & 10:	29
(d)	years 11 & 12:	26

In intensive English Language Centres the teacher to students ratio in a class ('class size") shall on average not be greater than:

- | | | |
|-----|--|----|
| (e) | Primary Intensive English Language Centre: | 15 |
| (f) | Secondary Intensive English Language Centre: | |
| | a. Language class: | 15 |
| | b. Literacy class: | 10 |

5.5.5 The teacher to students ratio in Special Schools, Special Units and Special Classes shall on average not be greater than:

- (a) 1:12 for Primary or Secondary special classes and Language and Communication special classes.
- (b) 1:8 for Identified Disabled students and Very High Sustained Students in a Special School or Special Unit, Junior Primary special class and Language and Communication special classes.
- (c) 1:4 for High Sustained (formerly Sensory Impaired) classes in a Special School or Special Unit.

5.5.6 Where a teacher teaches a mainstream composite class the class size shall be the lower of the on average maximums prescribed in clause 5.5.4 (a), (b), (c) and (d).

5.5.7 If the teacher, the Principal and the PAC agree, the nominated maximum ratio in any particular class may be averaged across the school year.

5.5.8 If the teacher, the Principal and the PAC agree, the class size in any particular class may be greater than that specified in clauses 5.5.4 and 5.5.5 if the increased average class size is consistent with the equitable distribution of duties between the teachers of the school.

5.5.9 **Practical class size**

- (a) Schools are required to provide and maintain, as far as is practicable, a working environment that is safe and without risks to health.
- (b) A practical class includes a subject or course where the use of equipment and/or material of a potentially dangerous nature are involved and/or a class in which students are undertaking manual or other tasks requiring greater individual supervision of the classroom activity.
- (c) Schools should plan for the minimum practical class sizes possible within available resources. Practical class sizes should be determined having regard to the nature of the activities, the nature of the equipment used, the maturity and competence of the students and the capabilities of the teacher to provide expert supervision.

5.5.10 **Mainstream Class Size When Students With Individual Plans Are Enrolled**

- (a) The Principal and PAC will consult with teachers about workload matters associated with teaching a mainstream class when students with individual learning plans or students with other special needs are enrolled.
- (b) In classes where a teacher teaches the same student or group of students with an individual learning plan or other special needs for the majority of their face to face teaching load the PAC will consult directly with the teacher to determine the best strategies to address the workload.

- (c) Where a class has one or more students with an individual learning plan or students with other special needs the PAC should plan for the minimum class size possible having regard to the following:
- (i) the nature of the students disability or special needs;
 - (ii) the number of students with individual plans enrolled in the class;
 - (iii) the level of support the students need and are provided with;
 - (iv) the maturity and capabilities of the students;
 - (v) the educational needs of all students in the class;
 - (vi) ensuring a safe working environment without risk to health;
 - (vii) nature of the activities and equipment to be used;
 - (viii) the workload of the teacher;
 - (ix) an appropriate level of NIT to assist the teacher with increased preparation, assessment and reporting requirements;
 - (x) qualifications, experience and capabilities of the teacher;
 - (xi) the adverse impact on the size of the other classes across those year levels.

CLAUSE 5.6 SSO SUPPORT

- 5.6.1 There shall be a minimum of one (1) SSO present while a class in a special school, special unit or special small class is being taught.

CLAUSE 5.7 OVERTIME FOR SSOs, AEWs AND ECWs

Definitions

- 5.7.1 "**Overtime**" means:

- (a) In the case of an employee working less than full time hours, approved hours worked in excess of the employee's daily ordinary hours;
- (b) In the case of an employee working full time hours, approved hours in excess of 8 hours in any one day or in excess of 38 hours in any one week; and
- (c) In the case of a school based AEW working full-time hours of 35 hours per week, approved hours in excess of 7.5 hours in any one day or in excess of 35.5 hours in any one week; and
- (d) For all employees, all approved hours worked on Saturdays, Sundays, and Public Holidays, other than work performed on any such day which constitutes part of an SSO's, AEW's or ECW's normal hours of duty.

- 5.7.2 "**Appropriate Manager**" means:

- (a) The Principal (or delegate) for employees in schools.
- (b) The Preschool Director, (or delegate) for employees in preschools.
- (c) Manager, State-wide Community Education, Aboriginal Services (or delegate) for non-school based AEWs.

- 5.7.3 "**Approved hours**" mean hours worked with the approval of the Appropriate Manager.

- 5.7.4 In calculating overtime each day or shift is to stand alone.

Requirement to work overtime

- 5.7.5 An employee may be required to work reasonable overtime.

Payment for overtime – full-time employees

- 5.7.6 Except as otherwise provided in this clause, full-time SSOs, AEWs and ECWs who qualify for **overtime** payment are to be paid on the following basis for overtime worked:

- (a) On Monday to Friday inclusive - at the rate of time and a half for the first 3 hours and double time thereafter;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) Paid overtime for an SSO, AEW or ECW who is in receipt of a loading will be calculated without regard to that loading;
- (f) Payment for overtime does not extend to any SSO, AEW or ECW:
 - (i) Paid an allowance in lieu of overtime;
 - (ii) 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.
- (g) Where an SSO's, AEW's or ECW'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.

Payment for overtime – SSOs, AEWs and ECWs working less than full-time hours

- 5.7.7 Payment of **overtime** worked by SSOs, AEWs and ECWs working less than full time hours will only occur when TOIL is unable to be taken within the stated time frame in accordance with 5.7.10.

Time off in lieu of overtime (TOIL)

- 5.7.8 Except for overtime worked on a public holiday, a full time SSO, AEW or ECW may request, and if agreed by the appropriate manager, take time off with pay equal to the **overtime** worked in lieu of receiving overtime payment.
- 5.7.9 **Overtime** worked by SSOs, AEWs and ECWs working less than full time hours will be compensated by TOIL.
- 5.7.10 TOIL should be taken at a time that is mutually agreed between the **appropriate manager** and the SSO, AEW or ECW concerned. TOIL should be taken as soon as practicable after the overtime has been worked but in any event it is to be taken no later than 35 days after the overtime is worked. For the purposes of calculating the 35 day period for employees in receipt of a term time loading, school vacation periods will be excluded.
- 5.7.11 In the event that TOIL is not taken within the period specified in 5.7.10, overtime will be paid to the SSO, AEW or ECW in accordance with 5.7.6.
- 5.7.12 Accrued TOIL cannot be transferred from the site at which it was accrued unless the employee is transferred at Departmental convenience.

Meal breaks

- 5.7.13 An SSO, AEW or ECW who undertakes more than 2 approved hours work after normal finishing time on week days, is entitled to an unpaid break of at least 30 minutes. The "normal finishing time" for this purpose is the time an employee, with the agreement of the appropriate manager, normally finishes work for the day.
- 5.7.14 Where as a result of urgent and unavoidable work an SSO, AEW or ECW 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, AEW or ECW is entitled to take their break at the earliest opportunity. Where such SSO, AEW or ECW is not able to take a break prior to the completion of their work during that day or shift, the SSO, AEW or ECW is entitled to accrue as TOIL the period of the break not taken.

Hours off duty when overtime is worked

- 5.7.15 When **overtime** work is necessary it will, whenever reasonably practicable, be so arranged that an SSO, AEW or ECW has at least 8 consecutive hours off duty between the work of successive days.
- 5.7.16 An SSO, AEW or ECW who works so much **overtime** between the cessation of ordinary work on any one day and the commencement of ordinary work 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 that occurs during such absence.
- 5.7.17 If on the instructions of the Department, an SSO, AEW or ECW 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.

CLAUSE 5.8 GRIEVANCES CONCERNING WORKLOAD IN SCHOOLS AND PRESCHOOLS

- 5.8.1 An individual teacher (including Band A or B leader), SSO, AEW or ECW member may raise concerns regarding workload with the site leader or line manager who should seek to address the matter expeditiously and, in any case, within five working days of the concern being raised.
- 5.8.2 If the concerns remain, the teacher (including Band A or B leader), SSO, AEW, or ECW may raise the concerns directly through the relevant consultative committee, namely:
- (a) in the case of employees at schools, the Personnel Advisory Committee (PAC);
 - (b) in the case of employees at preschools, the workgroup.
- 5.8.3 The matter should be addressed by the PAC/workgroup expeditiously and, in any case, within five working days of written notification of the grievance.
- 5.8.4 Matters which may specifically be of concern to teaching staff include range of duties required to be performed, allocation and timeframe for completion of duties, the level of face to face teaching, level of non-instruction time, extent of interruptions to non-instruction time, class or group size, yard and bus duty, lunch care program, meeting attendance, administration and leadership time; and extra-curricular activities.
- 5.8.5 Matters which may specifically be of concern to SSOs, AEWs and ECWs include work roster, range of duties required to be performed, time allocated for duties, meeting attendance and TOIL arrangements.
- 5.8.6 In considering the grievance the site leader or line manager and the PAC/workgroup will take into consideration the workload for the individual as well as the comparative workload of other staff.
- 5.8.7 Should the grievance not be resolved in the PAC/workgroup or addressed expeditiously the aggrieved employee may elect to use the grievance procedure contained in clause 3.1, commencing at the level identified in clause 3.1.9.

CLAUSE 5.9 DIGITAL TECHNOLOGIES

- 5.9.1 The Department and the AEU recognise the importance of digital technologies to meet the operational needs of the schools and preschools.
- 5.9.2 The Department is committed to minimising digital communications with teachers to ensure an appropriate work/life balance is met, whilst accommodating operational needs.
- 5.9.3 Teachers are encouraged to disconnect from digital technologies and communications when accessing rest time, weekends and leave/vacation periods, except in exceptional circumstances.

PART 6 – CONDITIONS FOR SPECIFIC CATEGORIES OF EMPLOYEES

CLAUSE 6.1 ON-CALL AND RECALL ALLOWANCES AND CONDITIONS – SSOs AND ECWs

Allowances

- 6.1.1 SSOs or ECWs who are rostered to be on-call of a night time, will be paid an allowance for each night as follows:
- (a) \$37.00 on or after 1 May 2023;
 - (b) \$38.10 on or after 1 May 2024;
 - (c) \$39.25 on or after 1 May 2025; and
 - (d) \$40.45 1 May 2026.
- 6.1.2 SSOs or ECWs who are rostered to be on-call during a full Saturday, Sunday or public holiday or any day that the SSO or ECW would normally be rostered off duty, will be paid an allowance per day as follows:
- (a) \$64.70 on or after 1 May 2023;
 - (b) \$66.60 on or after 1 May 2024;
 - (c) \$68.60 on or after 1 May 2025; and
 - (d) \$70.70 on or after 1 May 2026.

On-call conditions

- 6.1.3 No SSO or ECW 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 SSO or ECW to be on-call more frequently than this must only be introduced where the SSO or ECW concerned genuinely agrees.
- 6.1.4 The frequency, duration, etc. of being on-call is to be established through consultation with the SSOs or ECWs affected and if requested by the Principal or Preschool Director, their representatives, having particular regard to Work Health and Safety considerations.
- 6.1.5 SSOs or ECWs who are on-call must be contactable whilst on-call but will not be restricted to their residence.
- 6.1.6 SSOs or ECWs who are on-call will be provided with any equipment required for their work (except where existing provisions or other agreed arrangements, which require SSOs or ECWs to provide their own equipment, are in place).
- 6.1.7 Existing telephone rental and business calls reimbursement provisions contained in the relevant awards, determinations and other manuals of conditions of employment, etc. covering the SSOs or ECWs bound by this Enterprise Agreement are not affected by these provisions and will continue to apply.

Recall to Work

- 6.1.8 Subject to 6.1.9 below, SSOs and ECWs 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.
- 6.1.9 Subject to 6.1.10 below, SSOs and ECWs 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.
- 6.1.10 The rate of pay to be used for calculating the payment for overtime worked in the circumstances described in 6.1.8 and 6.1.9 is the SSO's or ECW's normal rate for overtime purposes.
- 6.1.11 All SSOs or ECWs who travel to work as a result of receiving a recall to work will:

- (a) 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 or ECW will be required to use a private vehicle for work purposes); or
- (b) Be permitted to use a taxi at the employer's expense to travel to and from the workplace; or
- (c) Be permitted to use a Government vehicle to travel to and from the workplace (with any parking fees to be reimbursed).

Reimbursement of child care costs

- 6.1.12 Where an SSO or ECW is given less than 24 hours prior notice that the SSO or ECW is required to work outside of their fortnightly ordinary hours of work, and consequently the SSO or ECW utilises paid child care, the employer will reimburse the reasonable child care costs incurred by the SSO or ECW arising from performing such work, subject to this clause.
- 6.1.13 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 6.1.14 The work, or the hour/s to be worked, is not part of a regular or systemic pattern of work or hours performed by the SSO or ECW.
- 6.1.15 The reimbursement will be in respect of the reasonable costs incurred by the SSO or ECW in respect of the work.
- 6.1.16 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 the Department.
- 6.1.17 The SSO or ECW 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.

Reclassification date

- 6.1.18 Where an SSO, ECW or AEW makes an 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 reclassification will be the date of lodgement of the application.

CLAUSE 6.2 VOLUNTARY FLEXIBLE WORK ARRANGEMENTS (VFWAS)

- 6.2.1 For the purposes of this clause, an employee means a SSO with administrative responsibilities (i.e. those without classroom support duties).
- 6.2.2 The parties acknowledge the mutual benefit to the Department and the employee of VFWAs to balance work and other (including family) commitments.
- 6.2.3 The Chief Executive of the Department (or delegate) will consider an employee's request to participate in a VFWA having regard to both the operational needs of the Department or particular workplace, and the employee's circumstances.
- 6.2.4 Clauses 6.2.5 to 6.2.8 inclusive apply for the period an employee participates in a VFWA.
- 6.2.5 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.
- 6.2.6 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.

- 6.2.7 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.
- 6.2.8 Where, on cessation of employment, the Department 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.

CLAUSE 6.3 PAYMENT OF SSOS

- 6.3.1 A full-time SSO is entitled to be paid fortnightly in arrears the salary specified in the Schedule 1.6 to this Enterprise Agreement.
- 6.3.2 A part-time SSO is entitled to be paid fortnightly in arrears an hourly rate for the hours for which they are engaged.
- 6.3.3 A casual SSO is entitled to be paid fortnightly in arrears an hourly rate for each hour worked and a casual loading as prescribed by the safety net award and will not be entitled to any recreation leave, sick leave nor payment for public holidays.

CLAUSE 6.4 CRITERIA BASED INCREMENT APPLICABLE TO SSOs, ECWs AND AEWs

- 6.4.1 Criteria based increments apply to all levels of SSOs, ECWs and AEWs for progression to the top increment level. The rates are provided for in Schedule 1.4 (AEW), Schedule 1.5 (ECW) and Schedule 1.6 (SSO).
- 6.4.2 An employee classified as an SSO, ECW or AEW is eligible to apply for progression to the criteria based increment subject to the following:
- (i) the employee has attained the relevant qualification as required by the Department;
 - (ii) the employee has completed 12 months at the current top step of the relevant level; and
 - (iii) the employee is not currently subject of unsatisfactory performance management processes.
- 6.4.3 The operative date for a successful application will be the first full pay period on or after the date of lodgement of the application.
- 6.4.4 If an eligible employee's application is not successful then the employee may lodge a grievance with the Chief Executive (or their delegate).
- 6.4.5 The Department will make available a list of recognised qualifications and will consult with the AEU and PSA about applicable qualifications as varied from time to time to meet operational or program needs. The Department will establish an online application process for employee applications.

CLAUSE 6.5 STUDENT TOILETING ALLOWANCE – SSOs and ECWs

- 6.5.1 SSOs and ECWs who, as part of their role statement, have the primary responsibility for toileting care for students with a recognised continence plan, will be paid an allowance (pro-rata for part-time employees) as follows:
- (a) \$ 600 per annum from the first full pay period on or after 1 May 2023;
 - (b) \$ 619 per annum from the first full pay period on or after 1 May 2024;
 - (c) \$ 637 per annum from the first full pay period on or after 1 May 2025; and
 - (d) \$ 656 per annum from the first full pay period on or after 1 May 2026.
- 6.5.2 This allowance accrues and is payable on a fortnightly basis under the same conditions as payment for the Locality Allowances.

CLAUSE 6.6 TEACHING STAFF

Recruitment and selection of teaching staff

- 6.6.1 The placement of teachers in schools or positions will occur in accordance with policies and procedures of the Department as varied by the Department from time to time.
- 6.6.2 If the Department proposes to change such a policy or procedure, or not apply them in particular circumstances, it must consult with the AEU.
- 6.6.3 Eligible teachers will have placement rights in accordance with Schedule 6 of this Enterprise Agreement.

Teaching positions – modes of employment (school-based positions)

- 6.6.3A School-based teaching positions may be ongoing, temporary (that is, as a Contract Teacher) or casual.
- 6.6.3B An ongoing position does not have an end date.
- 6.6.3C A temporary position:
- 6.6.3C.1 is for a fixed period of time with a specified commencement and end date;
 - 6.6.3C.2 may be declared in the following circumstances:
 - (a) a teacher holds a right of return to the school;
 - (b) a school is undergoing a defined curriculum or major function change project;
 - (c) the school is undergoing enrolment decline and an ongoing position cannot be sustained;
 - (d) a teacher has an approved temporary change in time;
 - (e) there are special short term funding arrangements;
 - (f) a position needs to be maintained behind an acting leadership position of 12 months or less.
 - (g) where the position is for a Highly Accomplished Teacher or Lead Teacher
 - (h) where the position is for a temporary permanent relieving teacher
- 6.6.3D A casual (that is Temporary Relieving Teacher) position has a minimum tenure of half a day and a maximum tenure of 19.5 consecutive duty days.

Part-time Teachers

- 6.6.4 To the extent that they are consistent with the conditions in this Enterprise Agreement, the employment conditions of part-time teachers in schools in the Part Time Teachers (Schooling Sector) Operational Procedure apply.
- 6.6.5 The Department may change the Part Time Teachers (Schooling Sector) Operational Procedure after consulting with the AEU.

Part-time Teachers (schooling sector) – Timetabling

- 6.6.6 The time worked by a part-time teacher will be fixed and constant over a normal fortnightly period. School management is encouraged to consider the impact on part-time teachers when deciding the style of timetable to be adopted by the school. In timetabling part-time teachers, principals in consultation with staff, will take all reasonable steps to accommodate the requests of part-time teachers in terms of their preferred working days. Their time will be organised in half day blocks wherever possible. Teachers will not be required to teach split working days unless the teacher requests his/her working day to be structured in that way and negotiates this at the school level.
- 6.6.7 Timetables, once set, should not be varied if the changes proposed impact on the negotiated working arrangements of part-time teachers, unless a negotiated agreement has been made with the part-time teachers likely to be affected by the change. If timetabling issues are unable to be resolved, the teacher may refer the issue to the PAC.

Seconded Teachers

- 6.6.8 Officers of the teaching service who are seconded (“seconded officers”) to carry out duties under the direction of professional officers engaged in administration or supervision of education will be paid in accordance with Schedule 1.1.
- 6.6.9 To the extent that they are consistent with the conditions in this Enterprise Agreement, the conditions of employment for seconded teachers will be as per the Departments Policy South Australian Seconded Teachers Conditions, Policies and Procedures Document, as may be varied from time to time.
- 6.6.10 The Department may change the South Australian Seconded Teachers Conditions, Policies and Procedures Document after consulting with the AEU.
- 6.6.11 The criteria for appointment as a level 1, 2 and 3 Seconded Teacher are contained in Schedule 3 Classifications.
- 6.6.12 Subject to clause 6.6.13 and 6.6.14 ordinary working hours of full time seconded officers will be an average of 37.5 per week to be worked between the period 8.00 am to 6.00 pm.
- 6.6.13 The Department may reasonably require a seconded teacher to work additional hours and/or outside the period 8.00 am to 6.00 pm.
- 6.6.14 Excess hours may be compensated through agreement for the seconded officer to take equivalent time off.
- 6.6.15 If a seconded teacher is required to travel in order to carry out their duties, the following will apply:
- (a) as far as practicable, travel should occur within the seconded officer’s normal working hours, failing which excess hours may be compensated by agreement to take equivalent time off;
 - (b) allowances and conditions for the use of a seconded teacher’s own motor vehicle are as provided for in clause 8.7 of the *SA Public Sector Salaried Employees Interim Award*;
 - (c) a seconded teacher must not, under any circumstances, be required to use their own privately owned or leased vehicle for official purposes.

Extension of school day in re-entry schools

- 6.6.16 Re-entry schools will, as far as reasonably practicable, arrange timetables to ensure all staff members are able to attend staff meetings in order to contribute to the school’s decision making processes.
- 6.6.17 A teacher may be required to teach after 5:00pm on no more than two evenings per week. In that week, any further teaching undertaken outside normal hours shall be subject to the agreement of the officer concerned.
- (a) Where a teacher is required to teach after 5:00pm on only one evening per week, those hours shall form part of the teacher’s face to face teaching load but an additional 50% of the hours so worked that evening may be taken off in lieu of non-instruction time.
 - (b) Where a teacher is required to teach after 5:00pm on two evenings per week, the hours so worked during the first evening will attract credit as in (a) above, whilst the hours so worked during the second evening will attract credit of one and one half hours against the teacher’s face to face teaching load for each hour of teaching undertaken.
 - (c) Where a teacher undertakes teaching outside normal hours other than in (a) or (b) above, each hour of teaching undertaken by the teacher will attract credit as in (a) above.
- 6.6.18 No staff member will be required to work split shifts and unduly lengthy days are to be avoided.
- 6.6.19 Staff required to work out of hours will be entitled to a compulsory meal break of half an hour after five hours work.

- 6.6.20 Where early morning work occurs, the day should be adjusted accordingly and as negotiated with the Principal or other designated officer. The practice at each school will be reviewed at the end of each year.

CLAUSE 6.7 ADVANCED SKILLS TEACHERS (AST2)

- 6.7.1 Clause 6.7.1 and 6.7.2 operate subject to clause 6.7.4
- 6.7.2 If the following teachers apply to be assessed at the level of Advanced Skills Teacher (AST 2) they must be assessed:
- (a) A Step 9 Teacher;
 - (b) A Teacher in their final year of tenure as a Band A or Band B classification;
 - (c) Preschool Director in their final year of tenure;
- 6.7.3 A Teacher who is assessed as satisfying the AST 2 criteria is entitled to be paid at that level commencing on and from the first pay period on or after the first duty day in the year following the year in which the Teacher is assessed, be entitled to be paid at the level.
- 6.7.4 No further applications will be accepted for the AST2 classification level after the end of Week 4, Term 1 in the 2022 school year. Teachers who hold the AST2 classification as at that time will continue to hold that classification level as their substantive classification level until their resignation/retirement from the teaching service or the Department.
- 6.7.5 During the life of this Enterprise Agreement, the Department, and AEU, will promote the classifications of Highly Accomplished and Lead Teacher as the most appropriate means of recognising exemplary teachers who use their skill, understanding and practice to influence and improve the practice of their colleagues and have a positive impact on student learning.

CLAUSE 6.8 HIGHLY ACCOMPLISHED TEACHERS (HAT) AND LEAD TEACHERS (LT)

- 6.8.1 The HAT and LT salary level contained in Schedule 1.1 of this Agreement will be paid to teachers in defined HAT and LT positions approved by the Department.
- 6.8.2 National certification at the HAT and LT career stage will be required to hold a HAT or LT position.
- 6.8.3 Appropriate and required time release for defined HAT and LT positions in sites will be determined at the local level.
- 6.8.4 Where advertising is required, HAT and LT positions will be filled through a merit selection process as determined by the Department.
- 6.8.5 The number of HAT or LT positions that are made available shall be determined by the Department.
- 6.8.6 Appointments to a HAT or LT position will be for a period of up to 5 years subject to:
- holding national certification at the HAT or LT career stage; and
 - remaining at the site in which the HAT or LT position is located.
- 6.8.7 Teachers who have been nationally certified as a HAT or LT demonstrate teacher leadership and an ongoing commitment to excellence in teaching and to influencing the practice of colleagues. Nationally certified teachers are certified for 5 years and are eligible to apply for renewal of their certification if they maintain their commitment to teaching excellence and influencing colleague practice which is evidenced as part of bi-annual performance development processes.

CLAUSE 6.9 SSO PLACEMENT

- 6.9.1 This clause is to be read in substitution of clause 4.4 of the SSO safety net award, provided that the terms of the document entitled "Procedure for the Recruitment and Selection of Ancillary Staff in Schools and Preschools" will not be affected except to the extent of inconsistency with this Enterprise Agreement or variation agreed from time to time as between the Department, the AEU and the PSA.

- 6.9.2 An SSO may apply to transfer or be required to transfer from a school or any other place at which the employee is employed.
- 6.9.3 The Department will describe all known SSO vacancies to enable SSOs to assess a position before applying for transfer or placement.
- 6.9.4 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.

Staff participation in the required placement process

- 6.9.5 The Principal must advise the whole staff of the extent of the reduction required.
- 6.9.6 All permanent ancillary staff, whether full-time or part-time, must be treated equally in the required transfer process.
- 6.9.7 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.
- 6.9.8 Once the process is completed, the Principal must forward the required placement form to their Human Resources Consultant.
- 6.9.9 Where agreement cannot be reached the Principal should consult with the Education Director.
- 6.9.10 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 employees' 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.
- 6.9.11 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.
- 6.9.12 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 the Department an exemption and such a request will be considered by the Department on its merits.

Placement of employees affected by required placement

- 6.9.13 Where an employee has been identified for required placement, the following conditions will apply:
- (a) Metropolitan
An employee may be required to move to another school within a reasonable distance from their home.
 - (b) Country
An employee may be required to move to a school within reasonable commuting distance of their 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.
- 6.9.14 Where a school has been given approval to maintain over entitlement hours this will be considered if an ancillary staff vacancy occurs.

- 6.9.15 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.
- 6.9.16 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 the Departments 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.
- 6.9.17 When a required transferee is also a tied transferee with a partner who is an employee of the Department, only one employee may claim removal expenses.
- 6.9.18 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.
- 6.9.19 Ancillary staff relocated under the provisions of this scheme will normally not be required to undergo another relocation for two years.

Appeals against required transfers

- 6.9.20 In the first instance negotiation with the relevant Human Resources 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 Assistant Director, Workforce Management (or nominee) for resolution. If it does not produce the required resolution the required transferee can activate the following process.
- 6.9.21 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:
- (a) an independent Chairperson who is mutually acceptable to the parties;
 - (b) a Departmental representative;
 - (c) a representative of the AEU or the PSA, as nominated by the appellant.
- 6.9.22 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; or invalid relatives for whom the employee is the provider of essential care.
- 6.9.23 The employee may be represented by a nominee from the appropriate union.
- 6.9.24 The Appeal Committee will advise the Assistant Director, Workforce Management of its decision in terms similar to one of the following:
- (a) the relocation to be deferred for one school year or for a shorter period as appropriate; or
 - (b) in exceptional circumstances exemption from any need for relocation; or
 - (c) the appeal is denied; or
 - (d) any other decision appropriate to the circumstances.
- 6.9.25 The Assistant Director, Workforce Management will advise the employee of the Committee's decision in writing.

CLAUSE 6.10 REVIEW OF ABORIGINAL EDUCATION WORKER CLASSIFICATION STRUCTURE

- 6.10.1 During the life of this Enterprise Agreement the Department in conjunction with the AEU and PSA will finalise agreed amendments to the work level definitions of the Aboriginal Education Workers classification, which will include the introduction of a new level definition for an AEW level 6 classification.
- 6.10.2 In the event that the parties reach agreement on a new work level definition for an AEW level 6 classification, this Enterprise Agreement will be read to provide for salary levels as set out in Schedule 1.4.

CLAUSE 6.11 ELIGIBILITY FOR APPOINTMENT TO A LEADER CLASSIFICATION

- 6.11.1 In this clause:
- (a) **"the Act"** means the *Teachers Registration and Standards Act 2004* (SA);
 - (b) **"existing provisionally registered leader"** means an employee employed in a leadership position at the time when this Enterprise Agreement came into operation and who holds provisional registration.
 - (c) **"full registration"** means registration under section 21(1) of the Act;
 - (d) **"leadership position"** means, for the purposes of this clause, the following positions: Band A leader; Band B leader; Highly Accomplished Teacher; Lead Teacher; Seconded Teacher.
 - (e) **"provisional registration"** means registration under section 21(2) of the Act.
- 6.11.2 Notwithstanding clause 4.2 of the Teachers Award and clause 5.1 of the Pre-School Kindergarten Teaching Staff Award, unless otherwise authorised by the employer the following provisions apply with effect from the commencement of the Enterprise Agreement:
- 6.11.3 Leader and Other Classifications
- (a) A teacher will not be eligible to be appointed into a leadership position unless the teacher has obtained full registration.
 - (b) An existing provisionally registered leader will remain on their current classification for the term of their appointment but will not be eligible for a new appointment into a leadership position until full registration has been obtained.
- 6.11.4 Teachers who, in accordance with clause 6.12 of the *South Australian School and Preschool Education Staff Enterprise Agreement 2020* did not progress beyond incremental step 3 or another higher incremental step because the teacher is provisionally registered, will now progress to the next incremental step (that is a teacher who has remained at step 3 will progress to step 4, a teacher who has remained at step 4 will progress to step 5, a teacher who has remained at step 5 will progress to step 6 and so on) as follows:
- (a) on the completion of 207 duty days served at their current incremental step; or
 - (b) for those teachers who have already completed more than 207 duty days at their current incremental step at the commencement of this Enterprise Agreement, effective from the date of commencement of this Enterprise Agreement.

Note: This clause will not affect the Department addressing what the Department considers to be exceptional circumstances.

CLAUSE 6.12 – REVIEW OF EMPLOYMENT CONDITIONS OF SWIMMING AND AQUATIC INSTRUCTORS

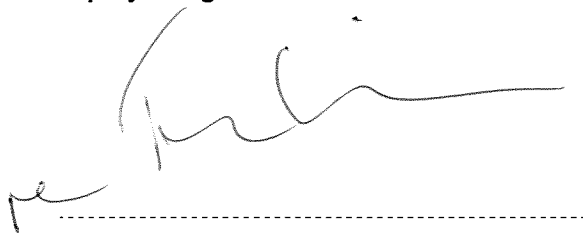
- 6.12.1 Any changes to the employment status, employment conditions and classification structures for swimming and aquatics instructors will be subject to consultation and collaboration between the Department and the AEU, and approval of recommendations by the Chief Executive.

CLAUSE 6.13 – SITE LEADERS –STRUCTURE AND ROLE DESCRIPTORS

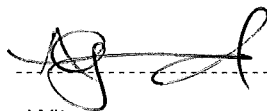
- 6.13.1 Band A leadership classifications are in Schedule 3. Band B leadership classification descriptors for schools are in accordance with Schedule 5.

PART 7 – SIGNATORIES

Employer Signatories



Chief Executive, Department of the Attorney General's Department (as the declared employer for the purposes of the *Fair Work Act 1994* (SA))



Witness

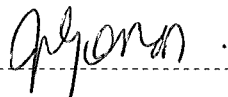


Chief Executive, Department for Education

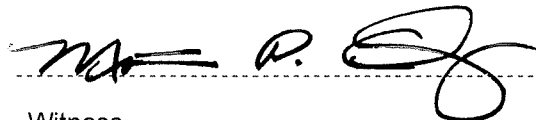


Witness

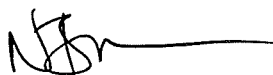
Registered Association Signatories



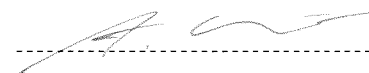
The Australian Education Union, South Australian Branch



Witness



The Public Service Association of South Australia Incorporated



Witness

APPENDIX 1 – REDEPLOYMENT, RETRAINING AND REDUNDANCY

1. The parties acknowledge the following principles that outline the core elements proposed for a redeployment, retraining and redundancy policy. Implementation will be supported by information contained in relevant Recruitment and Selection Policies on managing excess employees.
2. The parties acknowledge that this policy is not intended to cover performance-related matters and/or misconduct that are the subject of provisions contained in the Department's Managing Unsatisfactory Performance Guideline. This Guideline will apply in the event that an employee declared excess declines to elect an option, participate in this process or refuses a reasonable alternative role.
3. The Department is a dynamic workplace with diversity of skills, capabilities and employees. These principles recognise this diversity and the challenges that the wider economic environment will place on the:
 - a. need for increased flexibility towards changing skills sets;
 - b. the retention of existing skills and capabilities over time; and
 - c. managing service delivery within available resources.
4. The Department will manage workforce careers, training and redeployment to meet current and future service delivery and capability needs within the Department and, wherever possible, limit the use of temporary and casual staff.
5. Employees will adapt and develop capabilities to meet changing needs and challenges and those who are engaged on an ongoing basis and become displaced as a result of restructuring ("declared excess employees") will engage in opportunities for retraining and redeployment.
6. Where the Department undertakes a restructure/re-organisation it will consult with employees/employee associations and actively case-manage an employee declared excess.
7. An employee declared excess will be advised in writing to that effect; provided with access to and considered for vacancies and invited to consider voluntary separation with appropriate payments.
8. Where an employee declared excess has been unsuccessful in obtaining an alternative ongoing position in the Department and/or the SA Public Sector after 12 months (since written advice of being declared excess), they may be separated with a suitable payment.
9. An employee who is placed in ongoing or temporary employment of no less than 12 months must be formally advised that they are no longer an excess employee. The 12 month period will include the cumulative effect of extensions in the same funded position.

The Department will:

- a. Ensure compliance with the *Education and Children's Services Act 2019*(SA), *Public Sector Act 2009* (SA), and other applicable legislation; with applicable industrial instruments (enterprise agreements and awards) made under the *Fair Work Act 1994* (SA) and with relevant Departmental policies and procedures, Commissioner's determinations or guidelines including:
 - i. Consult with employees and employee associations about significant restructuring/re-organisation that is expected to result in fewer roles/positions.
 - ii. Ensure that the use of temporary and casual staff is reduced wherever possible.

- iii. Ensure available roles and vacancies are promoted/advertised and support employees to be redeployed.
- iv. Actively case-manage excess employees to effectively assist in any transition to new roles including:
 - 1. providing access to vacancies and interview/active consideration for a role (which may occur at the same time as the role is being advertised) where an excess employee is identified for/applies for a vacancy and there is a skills and capabilities match;
 - 2. provide access to retraining support that may be available in accordance with terms and conditions specified from time to time, including arrangements that may apply to particular occupational groups, or restructures; and
 - 3. adhere to voluntary separation arrangements³ and/or release of an employee.
- b. Where an employee has not been able to secure a new role by the end of the 12 month period and has declined consideration of an early voluntary separation package during that time, they may be separated with a suitable payment.
- c. The period for counting towards the 12 months as an excess employee commences at the date of the written advice to the employee that they are declared excess.

Excess Employees

- a. Excess Employees are responsible for actively adapting and developing their skills including:
 - i. Following receipt of written advice of being declared an excess employee, actively consider and indicate their preferred option: to either work to secure another ongoing role/position i.e. redeployment; seek the applicable case manager's assistance; or seek an invitation for an early separation payment.
 - ii. Co-operating with the Department or an agency to which they may be assigned, participate in retraining opportunities and make every effort to adapt to and undertake the role/s or position/s identified or into which she/he is placed or assigned.
 - iii. Work with a nominated person or external service provider who is allocated to assist with a restructure and/or redeployment, including counselling; skills and capability development; and consideration of opportunities within the public or private sectors.
 - iv. Must accept as quickly as possible and must not refuse assignment or placement into an alternative or another role/position that is a reasonable match with their skills and capabilities (incl. with training)⁴.
- b. Continue to be subject to processes and requirements (legislative, policy and administrative) applicable to a public sector employee.⁵

³ Treasurer's Budget Statement June 2015: TVSP 10 weeks plus 2 weeks payment per year of service to a maximum of 52 weeks.

⁴ This is intended to be broadly considered: does the person have the skills and capabilities to perform the duties to a substantial extent (including with training). That is, there does not need to be direct match with all of the requirements of the role/position.

⁵ This includes any review, appeal and/or performance management process/es that may apply to the employee or that may be utilised by the Department.

Application of separation payments

- a. An applicable voluntary separation arrangement must be offered to an excess employee if they have not been successful in gaining an alternative ongoing position within the first 3 months of being declared excess (date of written notice).
- b. Where an employee declared excess identifies a preference for redeployment/retraining and declines the invitation to express interest in an early separation package in the first 3 months, then the quanta of any future invitation to accept a separation package will be reduced:
 - i. Redeployment period more than 3 months and up to 6 months - 50% reduction;
 - ii. Redeployment period greater than 6 months and up to 9 months – 75% reduction.

The Department must notify the union/s, and, at the same time the Commissioner for Public Sector Employment (CPSE), at least three months prior to the employee being due to reach the end of the 12 months of being excess.

Excess employees may be separated with a suitable package in the event that they are unable to be placed at the end of 12 months.

Where a significant number of employees are to be declared excess then the CPSE must be advised at the earliest opportunity.

This Appendix is to be read in conjunction with relevant Department policies and procedures.

SCHEDULE 1 - WAGES AND SALARY RATES**SCHEDULE 1.1 - TEACHER CLASSIFICATIONS**

OPDATE 01:05:2023 fpp on or after

Classification	Step	Current	1st fpp on or after 1.5.2023	1st fpp on or after 1.5.2024	1st fpp on or after 1.5.2025	1st fpp on or after 1.5.2026
Special Authority		65188	67796	69830	71925	74083
	1	74769	77760	80093	82496	84971
	2	78623	81768	84221	86748	89350
	3	82482	85781	88354	91005	93735
	4	86334	89787	92481	95255	98113
	5	90202	93810	96624	99523	102509
	6	94057	97819	100754	103777	106890
	7	97911	101827	104882	108028	111269
	8	103127	107252	110470	113784	117198
	9	108441	112779	116162	119647	123236
AST2 (Key Teacher Fallback)**		112455	116953	120462	124076	127798
Highly Accomplished Teacher (HAT)		117680	122387	126059	129841	133736
Lead Teacher (LT)		124393	129369	133250	137248	141365
Seconded Teachers						
SEC TCHER	1	118434	123171	126866	130672	134592
SEC TCHER	2	126217	131266	135204	139260	143438
SEC TCHER	3	134004	139364	143545	147851	152287
Hourly Paid Instructors						
Class 4		52.2	54.3	55.95	57.65	59.4
Class 3		76.95	80.05	82.45	84.9	87.45
Class 2		93.55	97.3	100.2	103.2	106.3
Class 1	Min	98.2	102.15	105.2	108.35	111.6
	Max	143.25	149	153.45	158.05	162.8

Criteria

*Refer to clause 6.11 of this Enterprise Agreement regarding classification of provisionally registered teachers including appointment to leadership positions.

** Refer to clause 6.7 regarding the AST2 classification.

SCHEDULE 1.2 – TEACHER CLASSIFICATIONS IN PRESCHOOLS

OPDATE 01:5:2023 ffpp on or after

Classification	Step	Current	1st ffpp	1st ffpp	1st ffpp	1st ffpp
			on or after 1.5.2023	on or after 1.5.2024	on or after 1.5.2025	on or after 1.5.2026
Special Authority		65188	67,796	69,830	71,925	74,083
	1	74,769	77,760	80,093	82,496	84,971
	2	78,623	81,768	84,221	86,748	89,350
	3	82,482	85,781	88,354	91,005	93,735
	4	86,334	89,787	92,481	95,255	98,113
	5	90,202	93,810	96,624	99,523	102,509
	6	94,057	97,819	100,754	103,777	106,890
	7	97,911	101,827	104,882	108,028	111,269
	8	103,127	107,252	110,470	113,784	117,198
	9	108,441	112,779	116,162	119,647	123,236
AST2 (Key Teacher Fallback)**		112,455	116,953	120,462	124,076	127,798
Highly Accomplished Teacher (HAT)		117,680	122,387	126,059	129,841	133,736
Lead Teacher (LT)		124,393	129,369	133,250	137,248	141,365

Criteria

*Refer to clause 6.11 of this Enterprise Agreement regarding classification of provisionally registered teachers including appointment to leadership positions.

** Refer to clause 6.7 regarding the AST2 classification.

SCHEDULE 1.3 – LEADER CLASSIFICATIONS

OPDATE 1.5.2023ffpp on or after

Classification	Current	1st ffpp on or after 1.5.2023	1st ffpp on or after 1.5.2024	1st ffpp on or after 1.5.2025	1st ffpp on or after 1.5.2026
Band A Principals/Preschool Directors					
Band A-1	125,233	131,495	136,755	142,225	146,492
Band A-2	133,457	140,130	145,735	151,564	156,111
Band A-3	141,686	148,770	154,721	160,910	165,737
Band A-4	149,911	157,407	163,703	170,251	175,359
Band A-5	158,144	166,051	172,693	179,601	184,989
Band A-6	166,367	174,685	181,672	188,939	194,607
Band A-7	174,594	183,324	190,657	198,283	204,231
Band A-8	182,821	191,962	199,640	207,626	213,855
Band A-9	190,198	199,708	207,696	216,004	222,484
Band B Deputy Principals/ Senior Leaders/Coordinators					
Band B-0	112,975	117,494	121,019	124,650	128,390
Band B-1	117,680	122,387	126,059	129,841	133,736
Band B-2	120,439	125,257	129,015	132,885	136,872
Band B-3	128,348	133,482	137,486	141,611	145,859
Band B-4	136,262	141,712	145,963	150,342	154,852
Band B-5	144,172	149,939	154,437	159,070	163,842
Band B-6	152,091	158,175	162,920	167,808	172,842

Criteria

*Refer to clause 6.11 of this Enterprise Agreement regarding classification of provisionally registered teachers including appointment to leadership positions.

SCHEDULE 1.4 – ABORIGINAL EDUCATION WORKERS

OPDATE 01:5:2023 ffpp on or after

		Current	1st ffpp on or after 1.5.2023	1st ffpp on or after 1.5.2024	1st ffpp on or after 1.5.2025	1st ffpp on or after 1.5.2026
AEW-1	1	59,268	61,639	63,488	65,393	67,355
	2	62,661	65,167	67,122	69,136	71,210
	3	63,913	66,470	68,464	70,518	72,634
AEW-2	1	67,046	69,728	71,820	73,975	76,194
	2	71,044	73,886	76,103	78,386	80,738
	3	74,302	77,274	79,592	81,980	84,439
	4	75,555	78,577	80,934	83,362	85,863
AEW-3	1	80,220	83,429	85,932	88,510	91,165
	2	83,482	86,821	89,426	92,109	94,872
	3	84,578	87,961	90,600	93,318	96,118
AEW-4	1	86,473	89,932	92,630	95,409	98,271
	2	88,468	92,007	94,767	97,610	100,538
	3	90,466	94,085	96,908	99,815	10,2809
	4	91,564	95,227	98,084	101,027	104,058
AEW-5	1	93,659	97,405	100,327	103,337	106,437
	2	96,715	100,584	103,602	106,710	109,911
	3	99,773	103,764	106,877	110,083	113,385
	4	100,872	104,907	108,054	111,296	114,635
AEW-6	1	106,565	110,828	114,153	117,578	121,105
	2	109,419	113,796	117,210	120,726	124,348
	3	1126,79	117,186	120,702	124,323	128,053

NOTE: School Based Aboriginal Education Workers (i.e. Aboriginal Education Workers 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 Award and provides some acknowledgement for cultural knowledge and of community responsibilities.

Criteria

An employee is eligible to apply for progression to the criteria-based increment subject to the following:

- (i) the employee has attained the relevant qualifications as required by the Department;
- (ii) the employee has completed 12 months at the current top step of the relevant level; and
- (iii) is not currently subject of unsatisfactory performance management processes.

SCHEDULE 1.5 - EARLY CHILDHOOD WORKERS

OPDATE 01:5:2023 ffpp on or after

		Current	1st ffpp on or after 1.5.2023	1st ffpp on or after 1.5.2024	1st ffpp on or after 1.5.2025	1st ffpp on or after 1.5.2026
ECW-1	1	51,354	53,408	55,010	56,660	58,360
	2	54,013	56,174	57,859	59,595	61,383
	3	55,608	57,832	59,567	61,354	63,195
	4	57,069	59,352	61,133	62,967	64,856
	5	58,538	60,880	62,706	64,587	66,525
	6	60,132	62,537	64,413	66,345	68,335
	7	61,384	63,839	65,754	67,727	69,759
ECW-2	1	64,657	67,243	69,260	71,338	73,478
	2	67,322	70,015	72,115	74,278	76,506
	3	69,979	72,778	74,961	77,210	79,526
	4	71,232	74,081	76,303	78,592	80,950
ECW-3	1	75,293	78,305	80,654	83,074	85,566
	2	77,962	81,080	83,512	86,017	88,598
	3	80,624	83,849	86,364	88,955	91,624
	4	81,720	84,989	87,539	90,165	92,870

Definitions

- Early Childhood Worker **Kindergarten Employee** refers to a person who works in a preschool education service with eligible children or other specifically approved kindergarten program.
- Coextensive** means term time as prescribed for Government primary schools

Calculation of annual rate of pay

- A full-time **Kindergarten Employee** whose employment is **coextensive**, will be paid an annual rate of pay based on 207 duty days of employment within a single school year, calculated in accordance with the following formula:

$$\text{Full-time employee salary appropriate to classification} \times \frac{6}{313} \times \frac{116}{100} \times 41.4$$

Criteria

An employee is eligible to apply for progression to the criteria-based increment subject to the following:

- the employee has attained the relevant qualifications as required by the Department;
- the employee has completed 12 months at the current top step of the relevant level; and
- is not currently subject of unsatisfactory performance management processes.

SCHEDULE 1.6 – SCHOOL SERVICES OFFICERS

OPDATE 01:5:2023 ffpp on or after

		Current	1st ffpp on or after 1.5.2023	1st ffpp on or after 1.5.2024	1st ffpp on or after 1.5.2025	1st ffpp on or after 1.5.2026
SSO-1	1	51,354	53,408	55,010	56,660	58,360
	2	54,013	56,174	57,859	59,595	61,383
	3	55,608	57,832	59,567	61,354	63,195
	4	57,069	59,352	61,133	62,967	64,856
	5	58,538	60,880	62,706	64,587	66,525
	6	60,132	62,537	64,413	66,345	68,335
	7	61,384	63,839	65,754	67,727	69,759
SSO-2	1	64,657	67,243	69,260	71,338	73,478
	2	67,322	70,015	72,115	74,278	76,506
	3	69,979	72,778	74,961	77,210	79,526
	4	71,232	74,081	76,303	78,592	80,950
SSO-3	1	75,293	78,305	80,654	83,074	85,566
	2	77,962	81,080	83,512	86,017	88,598
	3	80,624	83,849	86,364	88,955	91,624
	4	81,720	84,989	87,539	90,165	92,870
SSO-4	1	86,473	89,932	92,630	95,409	98,271
	2	88,468	92,007	94,767	97,610	100,538
	3	90,466	94,085	96,908	99,815	102,809
	4	91,564	95,227	98,084	101,027	104,058
SSO-5	1	97,382	101,277	104,315	107,444	110,667
	2	101,108	105,152	108,307	111,556	114,903
	3	105,101	109,305	112,584	115,962	119,441
	4	109,089	113,453	116,857	120,363	123,974
	5	110,187	114,594	118,032	121,573	125,220
SSO-6	1	114,757	119,347	122,927	126,615	130,413
	2	117,832	122,545	126,221	130,008	133,908
	3	121,344	126,198	129,984	133,884	137,901
	4	122,441	127,339	131,159	135,094	139,147

Criteria

An employee is eligible to apply for progression to the criteria-based increment subject to the following:

- (i) the employee has attained the relevant qualifications as required by the Department;
- (ii) the employee has completed 12 months at the current top step of the relevant level; and
- (iii) is not currently subject of unsatisfactory performance management processes.

SCHEDULE 1.7 – SWIMMING AND AQUATIC INSTRUCTORS

OPDATE 01:05:2023 fpp on or after

<i>Classification</i>	<i>Current</i>	<i>1st fpp on or after 1.5.2023</i>	<i>1st fpp on or after 1.5.2024</i>	<i>1st fpp on or after 1.5.2025</i>	<i>1st fpp on or after 1.5.2026</i>
Instructor in Charge	76.95	80.05	82.45	84.90	87.45
2nd in Charge	64.70	67.30	69.30	71.40	73.55
Senior Instructor	57.10	59.40	61.20	63.05	64.95
Instructor Assistant	52.20	54.30	55.95	57.65	59.40
Instructor	29.90	31.10	32.05	33.00	34.00

SCHEDULE 2 – COUNTRY INCENTIVES

SCHEDULE 2.1 – COUNTRY INCENTIVES UNTIL 2002 (INCL.)

1. 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.
2. 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:
 - 2.1. for two years; shall be entitled to a transfer to another country school; or
 - 2.2. for three years; shall be entitled to a transfer to a school in the metropolitan area.
 - 2.3. 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:
 - 2.3.1. teachers appointed to permanent vacancies in all schools attracting 3.0 and 4.0 isolation points and,
 - 2.3.2. teachers appointed to vacancies created as a result of the former incumbent being appointed as a Band A leader or a Band B leader,
 - 2.3.3. shall be entitled to transfer to a permanent position in a school in the metropolitan area after four years service in a country school.
 - 2.4. Band 1 Teachers, Advanced Skills Teachers, Key Teachers, and Band B leaders appointed as Seniors, Special Seniors, Coordinators, Assistant Principals shall be paid a \$500 allowance on the satisfactory completion of each year of approved study if:
 - 2.4.1. 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
 - 2.4.2. 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, Advanced Skills Teachers, Key Teachers, and Band B leaders appointed as Seniors, Special Seniors, Coordinators, Assistant Principals 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. For the purposes of this clause:
 - 4.1. **Service** means service accrued from commencement of the 1987 school year.
 - 4.2. **Qualifying period** means the period of service referred to in sub-clause 4.3.
 - 4.3. 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:
 - 4.3.1. one term's leave on full pay after six years of continuous service;
 - 4.3.2. two term's leave on full pay after eight years of continuous service;
 - 4.3.3. one year's leave on full pay after ten years of continuous service.
 - 4.4. 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

- 4.4.1. No period of leave without pay, including accouchement or parenting leave, will count towards the qualifying period.
- 4.5. 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 Department 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:
- 6.1. An allowance equivalent to one additional salary increment up to a maximum of Step 8, for teachers remaining beyond four years in a school which attracts 3.5 isolation placement points;
- 6.2. An allowance equivalent to two additional salary increments, up to a maximum of Step 8, for remaining beyond four years in a school which attracts 5.5 or more isolation placement points.
7. Subject to this clause, Band A leaders in Aboriginal and Anangu Schools will be eligible to receive the following incentives:
- 7.1. 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.
- 7.2. Permanent teachers who have completed three years continuous service in a Band A position in an Aboriginal or Anangu School and employees remaining in a Band A 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.
- 7.3. After 3 years continuous service in a Band A position in an Anangu or Aboriginal School a permanent teacher will be granted one term's approved Training and Development leave. Permanent teachers will be eligible for this incentive leave on only one occasion in each location.
- 7.4. After 3 years continuous service in a Band A position in Anangu or Aboriginal Schools a permanent teacher will be offered a Band A 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.
- 7.5. For the purposes of this clause:
- 7.5.1. **Anangu Schools** means schools located in the communities of Pipalyatjara, Amata, Ernabella, Fregon, Indulkana, Mimili, Murputja, Kenmore Park, Yalata and Oak Valley
Aboriginal Schools means the following schools: Koonibba, Oodnadatta, Marree, Raukkan, Point Pearce and Carlton Primary.
- 7.5.2. The operative date for the purpose of determining service in relation to these incentives is teachers appointed to Band A positions in Aboriginal and Anangu schools from the beginning of the 1990 school year.
8. For the purposes of this Schedule:
- 8.1. **Isolation placement points** means the points determined in accordance with the Appendix attached to this Schedule.
- 8.2. **Band 1 teacher** means a teacher paid in accordance with the applicable salary Schedule of this Enterprise Agreement.

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- 8.3. **Band B leader** means a teacher holding a position with a classification referred to in the applicable salary schedule as a Band B Promotional Classification, other than a Deputy Principal.
- 8.4. **Band A leader** means a teacher holding a position as a Principal or Deputy Principal.
- 8.5. **Designated school** means a school included in Appendix 1A of this Schedule.
- 8.6. **Country School** means a school included in Appendix 1B of this Schedule.
9. Band A leaders - Clauses 4 and 5 in this Schedule apply to all Band A leaders effective from January 1990.

SCHEDULE 2.1 – APPENDIX 1A – LIST OF DESIGNATED SCHOOLS – COUNTRY INCENTIVES TO 2002 (INCL)

Area Schools including CPC's

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

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

Penong

Other Schools and Support Services

Pt Augusta School of the Air
 Pitjantjatjara Yankuytjatjara Education Services Office (Ernabella)
 Remote and Isolated Children's 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 – COUNTRY INCENTIVES FROM BEGINNING 1995 TO 2002 (INCL)

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

SCNO	SCHOOL		SCNO	SCHOOL		SCNO	SCHOOL	
980	Airdale PS	3.5	729	Coomandook AS	3.0	167	Hamley Bridge PS	2.0
226	Alford PS	3.5	730	Coonalpyn PS	3.5	175	Hawker AS	4.5
751	Allendale East AS	4.5	731	Coorabie RS-Annex Pe[closed 1997]	6.5	938	Hincks Avenue PS	4.5
1001	Amata Anangu S	7.0	735	Cowell AS	5.0	1174	Indulkana Anangu S	7.0
509	Andamooka PS	5.0	111	Crystal Brook PS	3.5	694	Iron Baron PS [closed 1992]	2.5
732	Ardrossan AS	3.0	754	Cummins AS	5.5	191	Iron Knob PS[closed 1998]	
425	Auburn PS	2.5	114	Curramulka PS	3.5	777	Jamestown Comm Sch (formerly HS)	3.5
990	Augusta Park PS	4.0	117	Darke Peak PS	5.0	193	Jamestown PS[closed 2000]	3.5
769	Balaklava HS	2.5	1640	Disability S-E D	4.5	194	Jervois PS	2.5
477	Balaklava PS	2.5	1641	Disability S-Mlands [closed 1980]	2.0	792	John Pirie SS	3.5
506	Barmera PS	3.5	1646	Disability S-Pirie Y	3.5	778	Kadina Memorial HS	3.0
519	Beachport PS	4.5	1642	Disability Ser-Riv/L	4.0	196	Kadina PS	3.0
532	Berri PS	4.0	102	East Murray AS [closed 2018]	3.5	197	Kalangadoo PS	4.5
571	Blanchetown PS	3.0	126	Edithburgh PS [closed 2016]	3.5	957	Kangaroo Inn AS	4.5
586	Blyth PS	3.0	1030	Edward John Eyre HS	4.5	1123	Karcultaby AS	5.5
600	Booborowie PS	3.5	128	Elliston AS	5.5	672	Karkoo PS [closed 2010]	5.5
771	Booroo Centre HS	4.0	1034	Ernabella Anangu S	7.0	756	Karoonda AS	3.0
603	Booroo Centre PS	4.0	755	Eudunda AS	2.5	757	Keith AS	3.5
894	Bordertown HS	4.0	7194	Far West Resource Un[closed 1993]	3.0	1696	Kenmore Park An S	7.0
733	Bordertown PS	4.0	968	Fisk Street PS	4.5	205	Keyneton PS	2.0
633	Brentwood RS[closed 1997]		1396	Flinders View PS	4.0	736	Kimba AS	5.0
752	Brinkworth PS	3.5	138	Frances PS	4.0	758	Kingscote AS	4.0
330	Brown's Well Dist AS	4.0	1382	Fraser Park PS	2.0	737	Kingston C S	4.0
1432	Burra Community S	3.5	1196	Fregon Anangu S	7.0	209	Kingston O M PS	3.5
702	Bute PS	3.0	144	Georgetown PS [closed 2016]	3.5	899	Kirton Point PS	5.5
704	Cadell PS	3.5	775	Gladstone HS	3.5	211	Kongorong PS	4.5
707	Caltowie PS [closed 1998]		147	Gladstone PS	3.5	212	Koolunga PS	3.5
747	Cambrai AS	2.5	148	Glenburnie PS	4.5	1003	Koonibba Ab S	6.0
981	Carlton PS	4.0	1217	Glencoe Central PS	4.5	215	Kulpara PS [closed 2000]	2.5
712	Carrieton PS[closed 1998]		776	Glossop HS	4.0	217	Kybybolite PS [closed 1999]	4.5
734	Ceduna AS	5.5	153	Glossop PS	4.0	563	Lake Wangary PS	5.5
773	Clare HS	2.5	1645	Gordon Education Cnt	4.5	759	Lameroo Regional CS	3.5
719	Clare PS	2.5	928	Grant HS	4.5	220	Laura PS	3.5
753	Cleve AS	5.0	166	Hallett PS [closed 1997]		748	Leigh Creek AS	5.0
721	Cobdogla PS	3.5						
724	Compton PS	4.5						
920	Cooper Pedy AS	6.0						
727	Cook AS [closed 1998]							

SCNO	SCHOOL		SCNO	SCHOOL		SCNO	SCHOOL	
1158	Lincoln Gardens (formerly South) PS	5.5		JPS[closed 1997]		355	Pt Augusta West PS	4.0
230	Lock AS	5.0	953	Mt Gambier North PS	4.5	741	Pt Broughton AS	3.5
1133	Long Street PS	4.5	1650	Mulga Street PS	4.5	357	Pt Germein PS	4.0
235	Loveday Primary School	3.5	297	Mundulla PS	4.0	358	Pt Kenny PS	5.5
895	Loxton HS	4.0	1859	Murputja Anangu S	7.0	791	Pt Lincoln HS	5.5
678	Loxton North PS	4.0	785	Murray Bridge HS	2.0	1277	Pt Lincoln JPS	5.5
760	Loxton PS	4.0	1270	Murray Bridge JPS	2.0	359	Pt Lincoln PS	5.5
749	Lucindale AS	4.5	299	Murray Bridge PS	2.0	1801	Pt Lincoln Special S	5.5
238	Lyrup PS [closed 2012]	4.0	116	Murray Bridge Sp S	2.0	361	Pt Neill PS	5.0
761	Maitland AS	3.5	950	Murray Bridge Sth PS	2.0	214	Pt Pirie Sp S	3.5
241	Mallala PS	2.0	302	Mypolonga PS	2.5	363	Pt Pirie West PS	3.5
1170	Mannum HS	2.0	592	Nangwarry PS	4.5	364	Pt Victoria PS [closed 1997]	
738	Mannum PS	2.0	308	Napperby PS	3.5	365	Pt Vincent PS	3.5
245	Manoora PS	2.5	786	Naracoorte HS	4.5	366	Pt Wakefield PS	2.5
1667	Marla Primary School [closed 1999]	6.5	309	Naracoorte PS	4.5	793	Quorn AS	4.5
248	Marree Ab S	5.5	936	Naracoorte Sth PS	4.5	372	Ramco PS	3.5
1795	McDonald Park JPS	4.5	311	Narrung PS	3.5	845	Raukkan AB S	3.5
1087	McDonald Park PS	4.5	1000	Nepabunna Ab S[closed 1998]		290	Reidy Park PS	4.5
911	McRitchie Cres PS[closed 1998]		1307	Nicolson Avenue JPS	4.5	375	Rendelsham PS	4.5
253	Melrose PS	4.0	677	Nicolson Avenue PS	4.5	794	Renmark HS	4.0
479	Memorial Oval PS	4.5	320	O B Flat PS	4.5	1279	Renmark JPS	4.0
750	Meningie AS	3.0	1672	OAC:Pt Augusta SOA [closed 1959]	4.0	377	Renmark North PS	4.0
265	Mil Lel PS	4.5	324	Oodnadatta Ab S	7.0	376	Renmark PS	4.0
780	Millicent HS	4.5	740	Orroroo AS	4.0	378	Renmark West PS	4.0
605	Millicent North PS	4.5	325	Owen PS	2.5	685	Risdon Park PS	3.5
970	Millicent South PS	4.5	593	Padthaway PS	4.0	1413	Riverland Dist Off	4.0
1121	Miltaburra AS	5.5	326	Palmer PS	2.0	962	Riverland Sp S	4.0
1527	Mimili Anangu S	7.0	651	Parndana AS	4.0	795	Riverton and Dist HS	2.5
781	Minlaton AS	3.5	331	Paskeville PS	3.0	383	Riverton PS	2.5
1794	Mintabie AS	7.0	336	Penneshaw AS	4.0	384	Robe PS	4.5
269	Mintaro/Farrell F PS	3.0	931	Penola HS	4.5	385	Robertstown PS	3.0
274	Monash PS	4.0	763	Penola PS	4.5	1817	Roxby Downs AS	5.0
1488	Moonta AS	3.5	338	Penong PS	6.0	389	Saddleworth PS	2.5
279	Moorak PS	4.5	789	Peterborough HS	4.0	608	Salt Creek PS [closed 2011]	3.5
280	Moorook PS [closed 2022]	3.5	339	Peterborough PS	4.0	400	Sedan PS	2.5
282	Morgan PS	3.5	764	Pinnaroo PS	4.0	742	Snowtown AS	3.0
287	Mt Bryan PS	3.5	1526	Pipalyatjara An S	7.0	406	Solomontown PS	3.5
288	Mt Burr PS	4.5	846	Point Pearce Ab S	3.5	1370	South East CHIC [closed 1992]	4.5
1312	Mt Gambier East JPS	4.5	351	Poonindie PS	5.5	407	Spalding PS	3.5
692	Mt Gambier East PS	4.5	790	Port Augusta SS	4.0	1643	Spencer Disab Ser	4.0
784	Mt Gambier HS	4.5	367	Price PS	3.0	411	Stansbury PS	3.5
1333	Mt Gambier North					1481	Stirling North PS	4.0
						745	Streaky Bay AS	5.5
						1195	Stuart HS	4.5
						422	Suttontown PS	4.5

SCNO	SCHOOL	
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 [closed 2011]	4.5
435	Terowie RS [closed 2010]	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	Wallaroo Mines PS	3.5
459	Wallaroo 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 [closed 31 2008]	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 [closed 2015]	4.0
487	Wirrabara PS [closed 2017]	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 An S	6.5
767	Yorke town AS	3.5
	Yunta RS [closed 2015]	4.0

SCHEDULE 2.2 – SCHOOLS AND PRESCHOOLS – COUNTRY INCENTIVES FROM 2003 (INCL.)

1. Country Incentives payable pursuant to this Schedule apply to Teachers, Band A and B leaders Temporary Teachers; and Preschool Teachers employed in schools and preschools listed within specified Country Zones on the following basis:
 - (a) Employees entitled to Country Incentives pursuant to Schedule 2.1 of this Enterprise Agreement will continue to receive those entitlements.

Teachers in receipt of Country Incentives in 2023 under Schedule 2.2 of the *South Australian School and Preschool Education Staff Enterprise Agreement 2020*

- (b) Teachers who were entitled to a Country Incentives Zone Allowance (CIZA) payment in the 2023 school year under Schedule 2.2 of the *South Australian School and Preschool Education Staff Enterprise Agreement 2020*, will be entitled to the 2023 allowance and, where applicable, 2023 one off 'incidentals payment' prescribed by clause 2. of this schedule, less the value of the allowance/incidentals payment already received for that period.
- (c) For the avoidance of doubt, in respect of the 2023 school year, this Enterprise Agreement only provides updated rates for the allowance/'incidentals payment' applicable in the 2023 school year. This Enterprise Agreement does not extend payment of the 2023 allowance/'incidentals payment' to any employee who was not entitled to those payments under schedule 2.2 of the *South Australian School and Preschool Education Staff Enterprise Agreement 2020*, nor does it alter any aspect of those entitlements other than to increase the rates applicable.

Teachers in an appointment at a school/preschool located in Country Zones 2 – 5 in 2024 and beyond

- (d) All teachers in an appointment at a school/preschool located in Country Zones 2, 3, 4 or 5 in the 2024 school year (and beyond) are entitled to the annual allowance payments prescribed for the relevant school year by clause 2 of this schedule.
- (e) Teachers will continue to be entitled to receive the annual allowance payment for the full duration of their appointment to a Country Zone 2-5 school/preschool (with the allowance pro-rated for any part-year of service at the applicable school/preschool).

Other

- (f) These cash incentives accrue and are payable on a fortnightly basis under the same conditions as payment of Locality Allowances.
- (g) The amount of the cash incentive payment depends on the Country Zone in which the relevant school/preschool is located.
- (h) Employees will receive the payment applicable to the school/preschool to which they are appointed from time to time.
- (i) No period of leave without pay will attract the cash incentive payment.
- (j) 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.

2. (a) The total annual cash incentive payment are as follows:

School year	Zone #2	Zone #3	Zone #4	Zone #5
2023	\$2,069	\$3,648	\$6,434	\$10,424
2024	\$2,131	\$3,757	\$6,627	\$10,737
2025	\$2,195	\$3,870	\$6,826	\$11,059
2026	\$2,261	\$3,986	\$7,031	\$11,391

- (b) In addition, 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 will be as follows:

School year	Zone #2	Zone #3	Zone #4	Zone #5
2023	\$539	\$721	\$901	\$1,080
2024	\$555	\$743	\$928	\$1,112
2025	\$572	\$765	\$956	\$1,145
2026	\$589	\$788	\$985	\$1,179

3. The relevant Country Zones, listing the schools/preschools located within each, are detailed in Appendix 1A of this Schedule.
4. Employees working in Zones 2, 3, 4 or 5 beyond 2026 will continue to be eligible to receive the payments applicable in 2026 until this Enterprise Agreement is terminated or replaced.

TEACHERS IN ABORIGINAL AND ANANGU SCHOOLS

- Band A school leaders and persons appointed as school Deputy Principals under Band B 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.
- Permanent Band 1 teachers and Band B leaders (except Deputy Principals) and Band A Preschool Directors and Preschool Teachers in Aboriginal and Anangu Schools are entitled to one term study leave with pay after 2 years of service in these schools.
- After three years continuous service in a Band A position (except a preschool director) and a Band B Deputy Principal position in an Anangu or Aboriginal School a permanent teacher is granted one term's approved Training and Development leave. Such teachers are eligible for this incentive leave on only one occasion in each location.
- For the purposes of this Schedule, **Anangu Schools** means schools located in the communities of Pipalyatjara, Amata, Fregon, Indulkana, Ernabella, Mimili, Murputja, Kenmore Park, Yalata and Oak Valley **Aboriginal Schools** means the following schools: Koonibba, Oodnadatta, Marree, Raukkan, Point Pearce and Carlton Primary.

SECONDED TEACHERS

1. With effect from the ffpp from the commencement in the 2020 school year, seconded teachers based in schools and preschools listed within Country Zone 5 will be eligible for country incentive payments pursuant to this Schedule.
2. With effect from the ffpp from the commencement of the 2020 school year, seconded teachers who are:
 - (a) employed in workplaces which are more than 320 kilometres by the nearest practical road route from the Adelaide General Post Office will be entitled to receive locality allowances as set out in clause 5.8 and schedule 2 of the Teachers Award;
 - (b) employed in workplaces in Whyalla, or a suburb thereof, will be entitled to receive the allowance as set out in clause 5.10 of the Teachers Award.

SCHEDULE 2.2 – APPENDIX 1A – COUNTRY ZONES

Zone 2	Zone 3	Zone 4	Zone 5
Airdale Primary School		Andamooka Primary School	Amata Anangu School
		Augusta Park Primary School	Coober Pedy Area School
Allendale East Area School	Frances Primary School	Carlton School	Ernabella Anangu School
Ardrossan Area School	John Pirie Secondary School	Ceduna Area School	Fregon Anangu School
Baramera Primary School	Kangaroo Inn Area School	Cleve Area School	Indulkana Anangu School
Beachport Primary School	Keith Area School	Cowell Area School	Kenmore Park Anangu School
Berri Primary School	Kingston Community School		Koonibba Aboriginal School
Blanchetown Primary School	Lameroo Regional Community School	Elliston Area School	Marree Aboriginal School
Boorowie Primary School	Lucindale Area School	Fisk Street Primary School	Mimili Anangu School
Booreroo Centre District School	Millicent High School	Flinders View Primary School	
Bordertown High School	Millicent North Primary School	Hawker Area School	Murputja Anangu School
Bordertown Primary School	Mt Burr Primary School	Hincks Avenue Primary School	Oak Valley Anangu School
Brinkworth Primary School	Mundulla Primary School	Karcultaby Area School	Oodnadatta Aboriginal School
Burra Community School	Naracoorte High School		Pipalyatjara Anangu School
Bute Early Learning and Primary School	Naracoorte Primary School	Kimba Area School	
Cadell Primary School	Naracoorte South Primary School	Leigh Creek Area School	Yalata Anangu School
Central Yorke School			
Cobdogla Primary School	Newbury Park Primary School	Lock Area School	
Compton Primary School	Orroroo Area School	Long Street Primary School	
Coomandook Area School	Padthaway Primary School	Memorial Oval Primary School	
Crystal Brook Primary School	Peterborough High School	Miltaburra Area School	
Cummins Area School	Peterborough Primary School		
Curramulka Primary School	Pinnaroo Primary School	Nicolson Avenue Primary School	
	Rendelsham Primary School	Penong Primary School	
	Robe Primary School	Port Augusta Secondary School	
Gladstone High School		Port Augusta Special School	
Gladstone Primary School		Port Augusta West Primary School	
Glenburnie Primary School	PRESCHOOLS		
Glencoe Central Primary School	Balharrie Memorial Kindergarten	Port Neill Primary School	
Glossop Community School		Quorn Area School	
	Keith War Memorial Community Care Kindergarten	Remote Isolated Childrens' Education Program	

Zone 2	Zone 3	Zone 4	Zone 5
Gordon Education Centre	Kingston Early Learning Centre	Roxby Downs Area School	
Grant High School	Lameroo and District Kindergarten	School of the Air	
Jamestown Community School	Michelle de Garis Kindergarten	Stirling North Primary School	
Kadina Memorial Area School		Streaky Bay Area School	
Kalangadoo Primary School	Millicent North Kindergarten		
Kangaroo Island Community Education	Naracoorte North Kindergarten		
Karoonda Area School			
Kingston on Murray Primary School	Peterborough Community Preschool	Whyalla Secondary College	
Kirton Point Primary School	Pinnaroo Kindergarten		
Kongorong Primary School	Rendelsham Pre-school	Whyalla Special Education Centre	
Lake Wangary Primary School	Robe Soldiers' Memorial Kindergarten	Whyalla Stuart Primary School R-6	
Laura Primary School			
Lincoln Gardens Primary School		Whyalla Town Primary School	
		Williden Primary School	
Loxton High School		Woomera Area School	
Loxton North Primary School		Wudinna Area School	
Loxton Primary School			
		PRESCHOOLS	
		Augusta Park Childhood Services Centre	
McDonald Park School		Ngura Yadrurim Children and Family Centre	
Manoora Primary School		Cleve District Children's Centre	
Melaleuca Park Primary School		Elliston RSL Memorial Children's Centre	
Melrose Primary School		Flinders Children's Centre	
Meningie Area School		Hawker Childhood Services Centre	
Mid North Education Centre		Gabmididi Manoo Children and Family Centre	
Mil Leil Primary School		Kimba Community Kindergarten	
Minlaton District School		Leigh Creek Kindergarten	
Monash Primary and Preschool		Lock Early Learning Centre	
Moonta Area School		McRitchie Crescent Children's Services Centre	
Moorak Primary School		Miltaburra Children's Centre	

Zone 2	Zone 3	Zone 4	Zone 5
Morgan Primary School		Neta Kranz Children's Centre	
Mount Gambier High School		Norrie Stuart Children's Services Centre	
Mount Gambier North Primary School		Port Augusta West CSC	
Muliga Street Primary School		Quorn Kindergarten	
Nangwarry Primary School		Roxby Downs Kindergarten	
Napperby Primary School		Stirling North CSC	
		Streaky Bay Children's Centre	
		Whyalla Stuart Early Childhood Centre Kindergarten	
		Willsden CSC	
Penola High School		Win Newby Kindergarten	
Penola Primary School		Wudinna RSL Memorial Kindergarten	
Poonindie Community Learning Centre			
Port Broughton Area School			
Port Lincoln High School			
Port Lincoln Junior Primary School			
Port Lincoln Primary School			
Port Lincoln Special School			
Port Pirie West Primary School			
Ramco Primary School			
Rapid Bay Primary School			
Raukkan Aboriginal School			
Reidy Park Primary School			
Renmark High School			
Renmark North School			
Renmark Primary School			
Renmark West Primary School			
Risdon Park Primary School			

Zone 2	Zone 3	Zone 4	Zone 5
Riverland Special School			
Robertstown Primary School			
Saddleworth Primary School			
Snowtown Primary School			
Solomontown Primary School			
Spalding Primary School			
Stansbury Primary School			
Suttontown Primary School			
Swan Reach Area 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			
Yahl Primary School			
Yorketown Area School			
PRESCHOOLS			
Acacia Kindergarten			
Akuna Kindergarten			
Ardrossan and Districts Community Kindergarten			
Barmera Kindergarten			
Berri Community Pre-School			
Bishop Kindergarten			
Booleroo Centre and District Kindergarten			
Brinkworth Pre-School Centre			

Zone 2	Zone 3	Zone 4	Zone 5
Burra Early Learning Centre			
Carol Murray Children's Centre			
Park Terrace Kindergarten			
Crystal Brook Kindergarten			
Port Pirie West Children's Centre			
Gladigau Park Kindergarten			
Glencoe District Kindergarten			
Jamestown Community Children's Centre			
Kadina Preschool Centre			
Kalangadoo Kindergarten			
Kangaroo Island CS Kingscote			
KICE – Pamdana Campus Preschool			
Kirinari Kindergarten			
Kirton Point Children's Centre			
Lake Wangary Pre-school Centre			
Loxton North Preschool			
Loxton Pre-school Centre Inc.			
Central Yorke Early Learning Centre			
McArthur Park Kindergarten			
McKay Children's Centre			
Melaleuca Park Kindergarten			
Melrose Kindergarten			
Meningie Pre-school			
Minlaton District Early Learning Centre			
Monash Kindergarten			
Moonta Kindergarten			

Zone 2	Zone 3	Zone 4	Zone 5
Penneshaw Pre-school			
Poonindie Early Childhood Centre			
Port Broughton Kindergarten			
Port Pirie Community Kindergarten			
Renmark Children's Centre Inc.			
Renmark West Pre-school			
Risdon Park South Kindergarten			
Saddieworth Early Learning Centre			
Solomontown Kindergarten			
Tumby Bay Kindergarten			
Waikerie Children's Centre			
Walleroo Pre-school Centre			
Yorketown Community Children's Centre			

SCHEDULE 3 – CLASSIFICATIONS

1. Preliminary

- 1.1 The current classification definitions and structure in the safety net awards continue to apply, except to the extent that they are varied by this Schedule.

2. Leadership Positions – Principals

- 2.1 The classification of Principals will be determined in accordance with Schedule 4 of this Enterprise Agreement.

- 2.2 Principals of sites that meet the criteria set out below will be classified at the Band A-9 level:

- (a) Sites of a large and complex nature which attract a Band A-8 classification under the SSACR classification system, as set out in Schedule 4 of this Enterprise Agreement, which can be clearly differentiated from other Band A-8 sites.

And

- (b) Meet one or more of the following criteria;

- A multi-campus site; or
- A site that includes Birth-Year 12 (B-12) or Preschool-Year 12 (P-12) levels of schooling; or
- A site where enrolment is greater than 1400 students (based on the July enrolment census from the previous year); or
- A Birth-Year 7 (B-7) site where enrolment is greater than 1200 students (based on the July enrolment census from the previous year); or
- A site where the modified Resource Entitlement Statement (RES) is greater than \$10 million in 2010 (to be indexed annually by the increase in standard salary rates).

Principal – Special Class

- 2.3 The Chief Executive or delegate may create a position of Principal - Special Class where one of the following conditions can be met:

- The role has duties beyond those currently described in the Principal Job and Person Specification; and/or
- Attraction and retention incentives are required to attract and/or retain a Principal to a school.

- 2.4 For Principal - Special Class positions, the incumbent, employed under teacher conditions, will be required to enter into an agreement on an individual basis. Permanent employees who are successful in obtaining a Principal – Special Class position will fall back to their substantive level at the end of tenure of the position, including Key Teacher Fall Back where eligible.

- 2.5 Principal - Special Class positions will be advertised as such and clearly indicate whether the role has duties beyond those currently described in the Job and Person Specification and/or whether attraction/retention incentives will be available for negotiation. Where attraction/retention incentives will be available the position will be advertised at a substantive Principal level within the Band A structure.

3. Leadership Positions – Preschool Directors

- 3.1 The classification of Preschool Directors will be classified as follows:

Band A-1 Classification (PSD1)

Includes all centres not included below and equates to the existing Standard Kindergarten classification.

Band A-1 Classification (PSD2)

Includes all centres which fall into one or more of the following categories:

- A complexity factor (see following section) between 385 and 475 inclusive
- An occasional care program with 4 – 12 sessions inclusive
- A rural care program
- A speech and language program
- An inclusive preschools program for children with disabilities with high support needs

Band A-2 Classification (PSD3)

Includes all centres which fall into one or more of the following categories:

- Average attendance of 86 or more children as determined by the Preschool Staffing Exercise
- A centre with an outreach kindergarten
- A complexity factor of 476 or greater
- A speech and language program and an occasional care program
- An occasional care program with more than 12 sessions
- An inclusive preschools program for children with disabilities and high support needs and an occasional care program

Band A-3 Classification (PSD4)

All Preschool Directors engaged in one of the following centres shall be classified as Band A-3:

- (a) Children's Centres for Early Childhood Development and Parenting;
- (b) A Centre with a childcare component including a Centre with long day care places;
- (c) Integrated Sites including:
 - (i) Rural Integrated Centres;
 - (ii) Centres integrated with childcare; and
 - (iii) Centres integrated with at least one government or non-government agency.

3.1.1 **Complexity Factor**

The complexity factor for centres is determined in the following manner:

- The average staffing attendance figure from the Preschool Staffing Exercise multiplied by a factor of three.
- The total enrolment figures for Term 4.
- The number of Aboriginal children enrolled in the centre for Term 4 multiplied by a factor of two.
- The number of children from non-English speaking background enrolled in the centre for Term 4.
- The number of occasional care sessions multiplied by a factor of four.
- The notional school card indicator multiplied by a factor of three.

The sum of all these figures gives the total complexity factor.

4. **Teachers**

4.1 Step 9 Progression

Relevant criteria for progression to Step 9 teacher salary will be in accordance with the guidelines set out in Attachment 1 to this Schedule.

4.2 Key Teacher Fallback

Permanent teachers who accumulate five years or 1035 days of service from 1 January 1990 occupying positions of a key teacher, Band A or Band B leader (formerly known as Coordinator, Assistant Principal, Senior Leader, Deputy Principal, Principal and/or Preschool Director),

Seconded Teacher (up to 5 years) or a combination of these tenured appointments and who are not reappointed to such positions, shall be classified and paid at the level of Key Teacher Fallback.

This fallback salary will not apply if a permanent teacher occupies a Seconded Teacher position for a continuous period longer than five years. In this circumstance the fallback salary will be to the teacher's substantive classification level.

These provisions apply to permanent teachers occupying positions as a Seconded Teacher from the 2015 school year.

From the first full pay period to commence on or after 1 October 2010 the Key Teacher Fallback classification will be the salary equivalent to Advanced Skills Teacher 2.

From the first full pay period to commence on or after 1 October 2012 the Key Teacher Fallback classification for eligible preschool teachers will be the salary equivalent to Advanced Skills Teacher 2.

5. Criteria for Appointment as a Seconded Teacher

5.1 Seconded Teacher Level 1

Seconded Teachers at this level:

- Would normally operate as a team member under general direction of superior officers or level 2 or level 3 seconded teachers.
- May be required to advise and assist teachers and students.
- May be expected to establish rapport with practising teachers and develop productive interpersonal relationships.
- Should exercise significant initiative in the application and adaptation of established and innovative principles, techniques and methods.
- This level of responsibility does not exceed the equivalent of a Band A-1.

5.2 Seconded Teacher Level 2

Seconded Teachers at this level:

- Are generally required to coordinate a group which may include other seconded teachers or to direct a project.
- Exercise considerable initiative and judgement in planning and coordinating programmes in their area of expertise.
- Are experienced teachers who have developed a high degree of expertise in a particular field.
- Would be expected to carry out their duties with limited guidance following receipt of limited instructions with clear objectives from senior officers and/or seconded teachers.
- Generally have responsibilities on less than a state-wide basis in their area of expertise.

5.3 Seconded Teacher Level 3

Seconded Teachers at this level:

- Are generally required to supervise others and direct a major project or have a major state-wide and/or national responsibility as a consultant.

- Have extensive knowledge and experience in a particular specialised field and have a high level of initiative and judgement.
- Would be expected to carry out their assigned tasks within broad policy guidelines determined by senior officers and where appropriate directly influence the determination of objectives.

SCHEDULE 3 – ATTACHMENT 1 – STEP 9 TEACHER GUIDELINES**1. Introduction**

- 1.1 The Step 9 teacher classification will recognise high quality classroom teaching, the criteria of which can be assessed in terms of
- knowledge base of student learning;
 - high quality instruction;
 - proficiency in specialised areas of learning;
 - implementation of targeted teaching strategies and skills;
 - improved student performance and educational outcomes; and/or
 - acting as role model and mentor to less experienced teachers.
- 1.2 Subject to the agreement of the parties, these criteria may be further refined to reflect the National Professional Standards for Teachers if and when appropriate.
- 1.3 The Step 9 classification will be available to teachers (including TRTs) as defined under the Safety Net Awards without exception who have completed 207 duty days at step 8 and who wish to participate in the process. All teachers who meet the requirements of this sub clause (1.3) are entitled to apply to progress to Step 9 and have their application individually considered and decided in accordance with the guidelines provided in this Attachment.
- 1.4 Teachers wishing to progress to Step 9 will submit a Professional Development Plan (PDP) to the Principal or Preschool Director or his or her nominated delegate in accordance with section 2. The PDP constitutes a teacher's commitment to undertake the stated professional development and to strive to achieve the objectives in the PDP.
- 1.5 All Step 9 teachers will have opportunities to participate in ongoing and relevant professional development.

Sources of Professional Development

- (a) Applicable sources of Professional Development may include professional learning that occurs:
- in the school or preschool setting with colleagues; or
 - via formal programmes, accredited courses or units through university and/or TAFE; or
 - through training conducted by the Department, the AEU or other relevant organisations.

Scope of Professional Development

- (b) Professional development recognised as acceptable in a Step 9 Professional Development Plan (PDP) will build the teacher's professional knowledge, professional practice and/or professional engagement.
- (c) The training and professional development undertaken by Step 9 teachers must be consistent with:
- The professional requirements of their role; or
 - The site, district and/or Departmental priorities and needs as determined from time to time.
- 1.6 There will be no quota of Step 9 teachers.

- 1.7 There will be continuity of appointment to Step 9 for all teachers (including TRTs) as defined under the Safety Net Awards without exception, in the same way as is currently for teachers on step 8 of the salary scale.
- 1.8 Monitoring the performance of teachers at Step 9 will be via an annual review.
- 1.9 The AEU and the employer may issue information to assist in the implementation of these Step 9 Teacher Guidelines. Any such information must include the following statement:

IMPORTANT

Applications for Step 9 will be assessed only against Attachment 1 to Schedule 3 of this Enterprise Agreement

The Enterprise Agreement does not require any material not specifically identified in the Enterprise Agreement to be provided by a teacher in connection with Step 9. However, this does not preclude teachers from choosing to provide additional material to support their application to Step 9.

The following information is intended to assist with the application process but does not impose requirements which must be adhered to in order to apply for and achieve Step 9.

2. Procedure for progression to Step 9

- 2.1 A teacher on step 8 may apply to progress to Step 9 in accordance with this procedure.
- 2.2 An application can be made by a teacher from 1 month before the teacher has completed 207 duty days at step 8. The progression shall not occur prior to the teacher serving 207 duty days at step 8.
- 2.3. The application shall consist of the submission of a PDP in accordance with Section 3 below.
- 2.4 The application shall be submitted to the Principal or Preschool Director or the nominated delegate of the Principal or Preschool Director.
- 2.5 The Principal or Preschool Director or their delegate shall schedule a meeting with the teacher on receipt of the application as soon as practicable, but in any case within fourteen working days.
- 2.6 At this meeting the PDP will be discussed and agreement reached about its scope, purpose and outcomes, in the context of the needs and priorities of the school or preschool and the workload of the teacher.
- 2.7 The PDP may not necessarily be limited to the school or preschool to which the teacher is assigned.
- 2.8 Once agreed, the PDP will be signed by the teacher and the Principal or Preschool Director (or delegate) who will each retain a copy. The teacher will forward the original to a delegate of the Chief Executive within the Department.
- 2.9 The date of reclassification to Step 9 will be the date that the PDP is accepted by the Department and in any case within 7 days of the date that the PDP is received by the Department. If the teacher has not spent 207 duty days on step 8 on the date of receipt, then the date of progression will be the date that the teacher completes 207 duty days at step 8.
- 2.10 The Department must reclassify the teacher accordingly unless there are special reasons justifying refusal.
- 2.11 In the event of a refusal the teacher and the Principal or Preschool Director must be notified in writing within 7 days of the date that the PDP is received by the Department.
- 2.12 If a teacher's application for Step 9 is refused by the Department then the teacher may lodge a grievance in accordance with clause 5 below.

2.13 An eligible step 8 teacher may resubmit an application for progression to Step 9 at any time.

3. **The Step 9 Professional Development Plan (PDP)**

3.1 The PDP will include a statement by the Teacher which will constitute the evidence of high quality teaching by addressing:

- Knowledge base of student learning;
- High quality instruction; and
- Proficiency in specialised areas of learning.

3.2 Having regard to the statement, the PDP will identify:

- The professional development that the teacher proposes to undertake;
- The nature of the outcomes to be achieved in the classroom;
- The mentoring and coaching involvement with less experienced teachers; and
- The nature of the outcomes to be achieved by such mentoring.

3.3 Opportunities to mentor/coach less experienced teachers will vary significantly between sites. Where such opportunities are not available, the focus of the PDP will be the professional development that the teacher proposes to undertake and the nature of the outcomes to be achieved in the classroom. In these circumstances, teachers will progress to Step 9 notwithstanding that the PDP does not identify mentoring/coaching involvement.

3.4 Professional development and mentoring should be planned so as to have minimal impact upon the teacher's overall workload and be incorporated into the teacher's general duties where possible.

3.5 Participation in training and professional development and mentoring outside of normal school hours, to support the PDP, is to be consistent with the Training and Professional Support Strategy and must be negotiated between the Teacher and Principal or Preschool Director.

3.6 In identifying and agreeing to professional development in the teacher's PDP, discussion should occur between the teacher and the Principal or Preschool Director (or delegate) in relation to issues such as costs and time release.

3.7 Professional development undertaken by the teacher counts towards an eligible teacher's entitlement under the Training and Professional Support Strategy provided it meets the requirements of that scheme.

4. **Step 9 annual review**

4.1 The Principal or Preschool Director or their delegate will meet with the teacher to conduct an annual review of the PDP.

4.2 The review will consider the teacher's performance, professional development in the past year compared to the PDP and will develop further targets and professional development for the coming year.

4.3 If there is any concern in relation to the annual review process then a teacher may lodge a grievance in accordance with clause 5.

5. Grievance procedures

- 5.1 If an eligible teacher and their Principal or Preschool Director (or delegate) or line manager do not agree on the teacher's PDP the following grievance process will be available:
- The teacher may lodge a grievance with the Principal or Preschool Director (or delegate's) line manager for review of the PDP. This will be the appropriate Education Director in the case of the Principal or Preschool Director.
 - If the matter is still not resolved the matter can be dealt with through existing grievance procedures under the clause 3.1 of this Enterprise Agreement.
- 5.2 If an eligible teacher's application for Step 9 is refused by the Department then the teacher may choose to:
- Lodge a grievance with the Chief Executive, Department for Education or their delegate in the first instance.
 - Lodge a grievance in accordance with existing procedures for preventing and settling industrial disputes.

SCHEDULE 4 – SCHOOL SIZE AND COMPLEXITY RATING (SSACR)

Introduction

The school's funding allocation, 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 level of the Principal at that school. The funding data is used to calculate a School Size and Complexity Rating (SSACR) for each school. Classifications are then determined from the list of schools ranked in order of the SSACR. The student enrolment numbers at that school are then considered in determining the final classification level.

The Principal positions in Junior Primary, Primary, Rural, Area, Combined Primary/Secondary, Secondary, Special or Aboriginal or Anangu Lands schools that have student enrolments will use the methodology described in this schedule to determine the Principal classification.

The Principal positions for a small number of specified schools with unique features are classified using manual procedures. These sites are currently:

Adelaide Secondary School of English (site no. 1686)
Arbury Park Outdoor School (site no. 1426)
Australian Science and Maths School (site no. 1800)
Kangaroo Island Community Education (site no. 1882)
Open Access College (site no. 0849)
SA School and Services for Vision Impaired (site no. 1014)
School of Languages (site no. 1802)
Sturt St. Community School (site no. 1881)
Warriapendi School (site no. 1364)

The SSACR is calculated using the Resource Entitlement Statement (RES) for the preceding school year that has been provided by the Department and certified correct by the respective school. This version includes corrections such as the term by term variations made for additional classes formed. This would normally be the December RES.

A high proportion of RES funding is used for staff employment. The parties to this agreement acknowledge that managing staff is a major component of a Principal's work. RES allocations include a number of components which enable schools to address the special needs of their students. Such funding levels are considered to contribute to the long-term size and complexity of leadership tasks.

The RES forms the starting point for the calculation of SSACR. The following components of the RES are included in the calculation:

- Student Centred Funding
- Special Needs Funding
- Specified Grants (such as Early Assistance Grant, Early Year Literacy Program, Ethnic Schools, Special Education - Students with Learning Difficulties, etc.)
- School Operating Grant

Full year supplementation items for Engineering Pathways, PRT Management, Flexible Learning Options (FLO), Industry Pathway Programs and Beginning Teacher Support are also included. Other supplementations may be included based on the nature of the funding.

One-off grants and all allocations of a capital nature are excluded such as new buildings and site restoration after a fire.

There are some funding categories not included in the RES such as international education students, child care, out of hours school care, vacation care and special grant funding that directly impact on staffing levels and management complexity. Those categories that are deemed to have a work value impact may be considered in a review process.

School raised funds are excluded from the SSACR.

Combinations of RES Allocations

Some schools have campuses, child parent centres, special centres or units attached. Where the Principal is responsible for these child sites, the amount of the RES funding is included with the parent school's RES allocation: This includes the following:

- Centres for Hearing Impaired Children (CHICs) and similarly entitled centres/units
- Disability Units
- School Based Preschools (Child Parent Centres (CPCs))
- Intensive English Language Centres (New Arrivals Programme units)
- Other units/campuses.

Other centres, sites or campuses may be treated in the same way if a school Principal is responsible for them.

Adjustments

Additional allocations made to the RES such as ICT Funding, etc may be added to the RES totals to maintain SSACR relativities applied to the data.

Modified RES

The adjustment processes described above are applied to the data for each year. By applying these adjustments to the RES results, a 'Modified RES' is developed.

Weighted RES

The RES allocations include a significant number of components which are provided to enable schools to address disadvantage, e.g. Tier 2 salaries and Special Education grants. These amounts are included in the calculations of SSACR 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 movement and Aboriginal students, an additional loading is added to the Modified RES. The Modified RES allocation is adjusted in accordance with the current Index of Educational Disadvantage category for each school. The additional percentage adjustments apply to the Modified RES as follows:

Category 1	15%
Category 2	13%
Category 3	11%
Category 4	9%

The RES allocations include a limited component related to school isolation. These amounts are included in the calculations of SSACR in recognition of the added complexity resulting from isolation in the country zones as defined in the current Enterprise Agreement. 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:

Zone 5	20%
Zone 4	19%
Zone 3	18%

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

Determining Classifications

Schools are then ranked according to their Weighted RES and each Principal position allocated an interim classification on the basis of selected boundary values.

The initial boundary values are chosen to preserve the overall distribution of classifications.

Work value relativities between each level will be maintained.

The minimum Principal classification level for an Aboriginal/Anangu School will be Band A-2.

Special Schools that are close to boundary values will be reviewed prior to determining the final classification levels.

Impact of Enrolment on Classifications

The interim classification level may be increased if by applying the following enrolment thresholds, based on the August census of the preceding year, a higher classification level is achieved.

The enrolment threshold levels for Primary, Special and Secondary Schools are:

- A Principal level of Band A-9 if enrolments are greater than or equal to 1200
- A Principal level of Band A-8 if enrolments are greater than or equal to 950
- A Principal level of Band A-7 if enrolments are greater than or equal to 750
- A Principal level of Band A-6 if enrolments are greater than or equal to 600
- A Principal level of Band A-5 if enrolments are greater than or equal to 450
- A Principal level of Band A-4 if enrolments are greater than or equal to 300
- A Principal level of Band A-3 if enrolments are greater than or equal to 150
- A Principal level of Band A-2 if enrolments are greater than or equal to 20
- A Principal level of Band A-1 if enrolments are less than 20

The enrolment threshold levels for Area, R-12 and Aboriginal R-12 Schools with enrolments are*:

- A Principal level of Band A-9 if enrolments are greater than or equal to 950
- A Principal level of Band A-8 if enrolments are greater than or equal to 750
- A Principal level of Band A-7 if enrolments are greater than or equal to 600
- A Principal level of Band A-6 if enrolments are greater than or equal to 450
- A Principal level of Band A-5 if enrolments are greater than or equal to 300
- A Principal level of Band A-4 if enrolments are greater than or equal to 150
- A Principal level of Band A-3 if enrolments are greater than or equal to 20
- A Principal level of Band A-2 if enrolments less than 20

* Operative from the ffpp on or after 28 January 2016.

Access to Classification Information

A report that contains the Weighted RES, enrolment impact and final classification level for all schools classified under this methodology will be prepared each year. These will be available for inspection by employees.

Principal Classification Review Panel

The authority for determining classification levels for Principal positions is delegated to the Assistant Director, Workforce Management.

The Principal classification level will be reviewed at the end of the Principal's tenure or when a position becomes vacant and is due to be advertised. Upon vacancy, the Assistant Director, Workforce Management will advise the Education Director of the classification level of the school, based on the most recent boundary values and the School Size and Complexity Rating (SSACR).

If the Education Director believes that there are sufficient special work value considerations falling outside of the SSACR to warrant further review of the position, a written application can be made to the Assistant Director, Workforce Management for a review of classification level of the position prior to advertising.

In exceptional circumstances a Principal's classification may be reviewed during tenure. This would only occur where significant unplanned work value changes occur, e.g. a special refugee program results in a significant increase in complexity or there is a rapid non-projected increase in enrolments. If the Education Director believes that there are sufficient special work value considerations falling outside of the SSACR to warrant a review of the position during tenure, a written application can be made to the Assistant Director, Workforce Management for a review of the classification level of the position.

A Principal Classification Review Panel will be formed to consider the written application and provide advice to the Assistant Director, Workforce Management, on the Principal classification level.

The key consideration in the review process is the extent to which the additional factors will result in an equivalent increase in the SSACR sufficient to warrant changing the Principal's classification.

These additional factors may include sites of large and complex nature which attract Band A-8 classification under the SSACR classification system which can be clearly differentiated from other Band A-8 sites and include multi levels of schooling (e.g. Preschool to Year 12 sites) and/or multi campus sites.

The panel members consist of the following officers:

Chairperson, Director, People and Culture, Operations
Assistant Director, Workforce Management
Education Director (nominee)
Australian Education Union (nominee)

The Principal Classification Operational Guidelines are published on the Department's intranet.

Unforeseen Outcomes and Consequences

In the event that either the Department or the AEU identifies an unforeseen or unintended outcome or consequence that arises from the application of this schedule, specifically whether or not it is appropriate to reconsider the use of the Modified RES as a further determinant in the SSACR process, the following procedure will apply:

- Step 1 Consultation between the Department and AEU representatives.
- Step 2 Where the matter cannot be resolved, referral to the SAET for conciliation in the first instance.

SCHEDULE 5 – BAND B CLASSIFICATION DESCRIPTORS AND WORK LEVEL DEFINITIONS

BAND B – SCHOOL LEADER CLASSIFICATION

Each school may establish leadership positions in addition to the Principal. These classifications apply to school based positions, reporting to a school Principal, and usually involve at least some teaching. Leadership positions will be classified on the basis of work value using one of six (6) classification levels.

The classification level of a position will be commensurate with its work value and school classification as determined by the School Size and Complexity Rating.

Work value is assessed by measuring the relative worth of the position in achieving the school's objectives.

Schools will apply local designation names for school leader positions (See table 3).

Deputy Principal Classification

Schools with a classification Band A-2 and above may have a Deputy Principal.

A Deputy Principal:

- Provides leadership and management across the school and has specific designated areas of responsibility assigned;
- Undertakes some teaching duties pursuant to clauses 5.2.14 and 5.2.17 of this agreement;
- Deputises for the Principal in their absence.

Where a Deputy Principal position is established, the Deputy Principal shall be classified in relation to the classification level of that school, as determined by the following table:

Table 1 Deputy Levels

DESCRIPTION	CLASSIFICATION LEVEL
Deputy Principal Deputy Principal up to Band B-6	There will be only one Deputy Principal in a site. <ul style="list-style-type: none"> • Band B-6 DP in a Band A-9 school • Band B-5 DP in a Band A-8 school • Band B-4 DP in Band A-7 & Band A-6 schools • Band B-3 DP in a Band A-5 school • Band B-2 DP in Band A-4 & Band A-3 schools. • In a Band A-2 school, a deputy at the level of Band B-1⁶ (see also table 2).

Other School Leader Positions

There is no restriction on the number of leadership positions that may be established in a school within budget. Position classifications can be at any of the available levels, provided they appropriately reflect the work value of the position.

The classification levels for sub school heads and campus heads in multi-campus schools will have regard for campus/sub-school size and complexity and the proximity of the main campus as these factors impact on the level of direct responsibility and autonomous decision making required. That is to say, they will be at a classification commensurate with that of a school of similar size and complexity.

⁶ This is an unfunded legacy provision for a position which matches the entitlement that a few Band A-2 schools had to a primary deputy in 1997. Primary deputies at this level were paid the same as a Secondary Senior. There was no entitlement to administration time.

Table 2 Recommended Classifications

Common Titles School (Band A) Classification	Coordinator	School Leadership - Deputy Principal, Assistant Principal or Senior Leader				
	Band B-1	Band B-2	Band B-3	Band B-4	Band B-5	Band B-6
9	Available	Available	Available	Available	Available	Deputy &/or Other
8	Available	Available	Available	Available	Deputy &/or Other	
7	Available	Available	Available	Deputy &/or Other		
6	Available	Available	Available	Deputy &/or Other		
5	Available	Available	Deputy &/or Other			
4	Available	Deputy &/or Other				
3	Available	Deputy &/or Other				
2	Deputy &/or Other					
1	Available					

The Role of School Leaders

School Leaders at this level teach and provide leadership and management in a school, an alliance or cooperative of schools, or a centre, or unit attached to a school and have specific designated areas of assigned responsibility.

School Leaders may carry out teaching duties pursuant to the conditions of the Enterprise Agreement.

Broad areas of responsibility such as the following may be included in a School Leaders Role:

- management of individualised planning, learning and accountability program for a group of staff at a lower classification level as part of the school's performance management process, including induction of new staff;
- resource management within the relevant legal, industrial and policy framework, and in the context of local governance and management;
- leadership and management of specific projects/programs/responsibilities;
- leadership and direction in student wellbeing and/or responsibility for behaviour management;
- management and/or leadership of a discrete section of the school or discrete student cohort, including special needs;
- school improvement and/or implementation of organisational change;
- administrative responsibilities;
- human resource management;
- community and/or local employer liaison;
- curriculum development and renewal;
- leadership and direction in aspects of the school curriculum;
- faculty management;
- year level supervision;
- management of resources for a program or project;
- counselling;
- daily operations;
- safety and risk management.

Face to Face Teaching

See clauses 5.2.14 and 5.2.17 which prescribe the maximum face to face teaching time.

Principals, in consultation with the PAC, may reduce the maximum face to face teaching time to take account of work volume and role diversity.

Time and resourcing allocated for leadership roles should promote staff well-being and work life balance. Schools may elect to advertise or negotiate positions with specified face to face teaching time less than that specified in clauses 5.2.14 and 5.2.17. This process should be in consultation with the PAC and with advice from the HR Business Partner.

Classification of School Leader Positions

The local and purposeful design of jobs is a critical aspect in creating and maintaining successful schools. It is crucial that jobs within a school, cluster, centre or unit are seen to be fair and reasonable within the time allocated and the work value or classification of the position.

Work volume is the workload or amount of work undertaken and should not be confused with work value. Work volume can be managed by effective job design and the appropriate allocation of administration time.

The Principal, in consultation with the PAC, will be informed by the School Leader classification tables in this schedule, in conjunction with the Work Level Definitions when determining the classification of a position.

Local decision making will enable schools to use a range of leadership positions, notwithstanding the following:

- In determining the number and classification of leadership positions in a school the Principal, in consultation with the PAC, with advice from the school's HR Business Partner, will ensure that the classification accurately reflects the work value of the position.
- The classification of leadership positions will include consideration of the following aspects of the position:
 1. Required Knowledge and Experience
 2. Autonomy
 3. Responsibility and Accountability
 4. Working Relationships
 5. Role Diversity
 6. Complexity in the Role
 7. Resource Management
 8. Strategic Outcomes Required

In exceptional circumstances the Executive Director, People and Culture (or delegate) may approve classifications at higher levels than determined using the Band A level justified by the School Size and Complexity Rating (SSACR). Approval of these extraordinary classifications will be determined on the work value of any such position.

Table 3 School Leader Classification

The classification level of a position will be commensurate with its work value, and School Size and Complexity Rating. The following are broad areas of responsibility for School Leaders

School Size and Complexity	Typical Transformational Impact for	Common titles that have been in use	Descriptions typical of (but not restricted to) the Level
Band A-1	Typically, because of their small size (fewer than 20 students) the Principal is the only leader in these sites. However, where sufficient resources exist to allow a site to create a position, the Band B-1 position will positively impact on all of a school's staff and operations.	Coordinator	Coordinator
Band A-2	The Band B-1 position will positively impact on all of a school's staff and operations.	Coordinator Rarely Deputy	Coordinator, Leader - Literacy and Numeracy
Band A-3 Band A-4	The Band B-1 position will positively impact on all or major section of the school's staff and operations. The Band B-2 position will positively impact on all of the school's staff and operations.	Coordinator Deputy Principal, Assistant Principal, Senior Leader	Coordinator, Counsellor, Curriculum Leader, Timetabler Curriculum Leader, Senior School Leader, Deputy Principal
Band A-5	The Band B-1 position will positively impact on a significant section of the school's staff and operations The Band B-2 position will positively impact on all or a major section of the school's staff and operations. The Band B-3 position will positively impact on all of a school's staff and operations.	Coordinator Assistant Principal, Senior Leader Deputy Principal, Senior Leader	Coordinator, Curriculum Leader, Student Well Being Coordinator Assistant Principal Deputy Principal, Assistant Principal
Band A-6 Band A-7	The Band B-1 position will positively impact on a limited section of the school's staff and operations. The Band B-2 position will support and positively impact on a significant section of the school's staff and operations. The Band B-3 position will positively impact on a major section of the school's staff and operations. The Band B-4 position will positively impact on all of a school's staff and operations.	Coordinator Assistant Principal, Senior Leader Assistant Principal, Senior Leader Deputy Principal, Senior Leader	Coordinator, Counsellor, Faculty Leader Assistant Principal - Manager Administration Services Leader - Early Years & JP, Middle Years Leader Deputy Principal, Assistant Principal - Head of School
Band A-8	The Band B-1 position will positively impact on a small section of the school's staff and operations. The Band B-2 position will positively impact on a limited section of the school's staff and operations. The Band B-3 position will positively impact on a significant section of the school's staff and operations. The Band B-4 position will positively impact on all or a major section of the school's staff and operations. The Band B-5 position will positively impact on all of a school's staff and operations.	Coordinator Assistant Principal, Senior Leader Assistant Principal, Senior Leader Senior Leader Deputy Principal, Senior Leader	Coordinator, Faculty Leader Assistant Principal Leader - Student Well Being & Student Services Campus Leader. Deputy Principal - Director Innovation and Learning Improvement
Band A-9	The Band B-1 position will positively impact on a small section of the school's staff and operations. The Band B-2 position will positively impact on a limited section of the school's staff and operations. The Band B-3 position will positively impact on a moderate section of the school's staff and operations. The Band B-4 position will positively impact on a significant section of the school's staff and operations. The Band B-5 position will positively impact on all or a major section of the school's staff and operations. The Band B-6 position will positively impact on all of a school's staff and operations.	Coordinator Assistant Principal, Senior Leader Assistant Principal, Senior Leader Senior Leader Senior Leader Deputy Principal	Coordinator, Counsellor, Faculty Leader Assistant Principal - Manager Disabilities and Support Services Head of Learning and Inclusion Early Years Learning and Early Childhood Leader Campus Leader, Sub School Head DP - Director Curriculum & Quality Assurance

WORK LEVEL DEFINITIONS FOR SCHOOL LEADER POSITIONS

SCHOOL LEADER BAND B-6

The leadership of significant whole school programs or functional areas in schools involve a School Leader Band B-6 in the analysis of the needs of students and the translation of the Department educational policy and frameworks into appropriate education programs to meet the needs of all students. A School Leader Band B-6 will be an active contributor to whole school leadership.

Typically a School Leader Band B-6 will be accountable for the effective management of the teaching staff and/or resources of a defined area of the school's operation and for the oversight and leadership of the educational programs provided utilising these resources.

Work Level Definitions

Required Knowledge and Experience

- Demonstrates an in-depth knowledge of several areas of expertise and detailed understanding of the relationship to other areas of expertise
- Has prior successful experience in school-wide educational leadership

Autonomy

- Authorised to make significant decisions relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget

Responsibility and Accountability

- Has delegated accountability for significant school programs or functional areas
- Contributes to the overall management of the school through active leadership in policy formulation and decision making

Working Relationships

- Reports directly to the Principal
- Cultivates and influences the professional practices of a significant component of the personnel at the school
- Provides direct performance and development support for a number of other leaders
- Accountable for a significant proportion of school staff

Role Diversity

- Has responsibility within key school programs or functional areas
- Undertakes a significant diversity of tasks to contribute to whole-school leadership

Complexity in the Role

- Leads whole school improvement by using high creativity, innovation, and breaking with the past to create new modes of operating
- Responsible for multiple improvement projects
- Focus of role is on leadership to transform practices or processes i.e. cultural leadership

Resource Management

- Delegated to make significant decisions regarding the staff and budget relating to the area of designated responsibility
- Entrusted to use the available resources to deliver the best organisational outcomes

Strategic Outcomes Required

- Shapes and leads the strategic directions of the school in the area of responsibility
- Inspires the sense and purpose of the school's vision and goals
- Leads whole-school improvement

Position Responsibilities Typically, a School Leader Band B-6 performs one or more of the following functions: Deputy Principal

SCHOOL LEADER BAND B-5

The leadership of significant, specific school programs or functional areas in schools involve a School Leader Band B-5 in the analysis of the needs of students and the translation of departmental educational policy and frameworks into appropriate education programs to meet the needs of all students. A School Leader Band B-5 will be an active contributor to whole-school leadership.

Typically a School Leader Band B-5 will be accountable for the effective management of the teaching staff and resources of a defined area of the school's operation and for the oversight and leadership of the educational programs provided utilising these resources. Refer to Table 3 for further clarification.

Work Level Definitions**Required Knowledge and Experience**

- Demonstrates an in-depth knowledge of several specific areas of expertise and understanding of the relationship to other areas of expertise
- Has prior successful experience in educational leadership, typically school-wide

Autonomy

- Authorised to make significant decisions relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget

Responsibility and Accountability

- Has delegated accountability for significant school programs or functional areas
- Contributes to the overall management of the school through active leadership in policy formulation and decision making

Working Relationships

- Reports directly to the Principal
- Cultivates and influences the professional practices of a significant component of the personnel at the school
- Provides direct performance and development support for a team of other staff including other leaders
- Accountable for a significant proportion of school staff

Role Diversity

- Has diverse responsibility within specific school programs or functional areas
- Undertakes a diversity of tasks to contribute to whole-school leadership

Complexity in the Role

- Leads large scale improvement by using high creativity, innovation, and breaking with the past to create new modes of operating
- Responsible for multiple interdependent improvement projects
- Focus of role is on leadership to transform practices or processes i.e. cultural leadership

Resource Management

- Delegated to make decisions regarding the staff and budget relating to the area of designated responsibility
- Entrusted to use the available resources to deliver the best organisational outcomes

Strategic Outcomes Required

- Shapes and leads the strategic directions of the school in the area of responsibility
- Inspires the sense and purpose of the school's vision and goals
- Leads school improvement

Position Responsibilities

Typically, a School Leader Band B-5 performs one or more of the following functions:

Deputy Principal; Sub School Leader; Leader of a large whole-school program; School Improvement

SCHOOL LEADER BAND B-4

A School Leader Band B-4 will provide leadership of specific school programs or functional areas in schools. A School Leader Band B-4 will be an active participant in whole-school management.

Typically a School Leader Band B-4 will be accountable for the holistic leadership of a defined area of the school's educational programs and/or operation. Refer to Table 3 for further clarification.

Work Level Definitions**Required Knowledge and Experience**

- Demonstrates an in-depth knowledge of a number of specific areas of expertise and awareness of the relationship to other areas of expertise
- Has prior successful experience in educational leadership

Autonomy

- Primarily self-directed within the area of responsibility
- Authorised to make some decisions in the area of designated responsibility within the framework of the school's strategic plan, policies and budget

Responsibility and Accountability

- Typically has some delegated accountability for specific school programs or functional areas
- Contributes to the overall management of the school through leadership in policy formulation and decision making

Working Relationships

- Typically reports directly to the Principal
- Cultivates and influences the professional practices at the school
- Provides direct performance and development support for a number of other staff including other leaders
- Accountable for a proportion of school staff

Role Diversity

- Has diverse responsibility within limited school programs or functional areas
- Contributes to specific aspects of whole-school leadership

Complexity in the Role

- Identifies focus of improvement within the area of responsibility, collects and analyses data and uses a diversity of approaches (including innovation) to influence new practices and processes
- Responsible for sequential improvement projects
- Focus of role is on leadership to improve practices or processes within the area of responsibility

Resource Management

- Delegated to make some decisions regarding the staff and budget relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget

Strategic Outcomes Required

- Influences the strategic directions of the school in the area of responsibility
- Supports the sense and purpose of the school's vision, typically by leading an aspect of school improvement related to the area of responsibility

Position Responsibilities

Typically, a School Leader Band B-4 performs one or more of the following functions:

Deputy Principal; Sub School Leader; Leader of a large program, project or school cohort

SCHOOL LEADER BAND B-3

A School Leader Band B-3 will provide leadership of specific school programs or functional areas in schools. A School Leader Band B-3 will contribute to aspects of whole-school management.

Typically a School Leader Band B-3 will be responsible for the holistic leadership of a defined area of the school's educational programs and/or operation. Refer to Table 3 for further clarification.

Work Level Definitions**Required Knowledge and Experience**

- Demonstrates an in-depth knowledge of a specific area of expertise with an understanding of the relationships to other areas of expertise
- Typically has prior successful experience in educational leadership

Autonomy

- Works under broad direction with significant professional independence
- May be authorised to make some decisions in the area of designated responsibility within the framework of the school's strategic plan, policies and budget

Responsibility and Accountability

- Responsible for specific school programs or functional areas
- Contributes to the overall management of the school through active participation in, and typically leadership of, policy formulation and decision making

Working Relationships

- Reports directly to the Principal or a school leader at a higher classification level
- Cultivates and influences the professional practices at the school
- Provides direct performance and development support for a number of other staff possibly including other leaders
- Accountable for a group of school staff

Role Diversity

- Undertakes a diversity of tasks within specific school programs or functional areas
- May contribute to specific aspects of whole-school leadership

Complexity in the Role

- Leads improvements in work practices and/or processes within the area of responsibility using analysis and a range of established and newly tailored principles, practices and procedures
- Responsible for planning and carrying out sequential projects
- Focus of the role has a balance between effective management and leadership within the area of responsibility

Resource Management

- Typically actively involved in making decisions regarding the staff and budget relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget

Strategic Outcomes Required

- Contributes to the shaping of strategic directions of the school particularly in the area of responsibility
- Supports the sense and purpose of the school's vision through collaborative leadership in an aspect of school improvement

Position Responsibilities

Typically, a School Leader Band B-3 performs one or more of the following functions:

Deputy Principal; Sub School Leader; Leader of a program, project or school cohort

SCHOOL LEADER BAND B-2

A School Leader Band B-2 will lead specific school programs or functional areas in schools. Refer to Table 3 for further clarification.

Typically a School Leader Band B-2 will be responsible for the effective leadership of a team and holistic management of an aspect of the school's educational programs and/or operation.

Work Level Definitions**Required Knowledge and Experience**

- Demonstrates an in-depth knowledge of a specific area of expertise with an awareness of the relationships to other areas of expertise
- May have prior successful experience in educational leadership

Autonomy

- Works under broad direction
- Operates with high levels of professional independence within the area of responsibility within the framework of the school's strategic plan, policies and budget

Responsibility and Accountability

- Responsible for specific school programs or functional areas
- Contributes to the overall management of the school through participation in policy formulation and decision making

Working Relationships

- Reports directly to the Principal or a school leader at a higher classification level
- Leads and supports a team of people
- Provides direct performance and development support for a team of staff

Role Diversity

- Undertakes a diversity of tasks within a limited number of school programs or functional areas relevant to the area of responsibility

Complexity in the Role

- Implements improvements in work practices and/or modifies processes within the area of responsibility using a range of established and newly tailored principles, practices and procedures
- Focus of the role is on effective management together with some leadership within the area of responsibility
- Typically seeks advice from another leader regarding improvement strategies

Resource Management

- Typically manages the budget and will be consulted regarding the staffing and facilities, relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget

Strategic Outcomes Required

- Understands and supports the strategic directions of the school by leading and implementing agreed strategies in the area of responsibility

Position Responsibilities

Typically, a School Leader Band B-2 performs one or more of the following functions:

Deputy Principal; Curriculum area management; Leadership of a specific project, program or school cohort

SCHOOL LEADER BAND B-1

School Leader Band B-1 is the entry level to the leadership positions.

A School Leader Band B-1 will manage specific school programs or functional areas in schools. Refer to Table 3 for further clarification.

Typically a School Leader Band B-1 will be responsible for the effective leadership of an aspect of the school's educational programs and/or operation.

Work Level Definitions**Required Knowledge and Experience**

- Demonstrates an in-depth knowledge of a specific area of expertise with some awareness of the relationship to other areas of expertise
- May have minimal prior experience in educational leadership

Autonomy

- Works under limited direction
- Uses professional judgment within the area of responsibility within the framework of the school's strategic plan, policies and budget

Responsibility and Accountability

- Responsible for specific school programs or functional areas
- Supports the overall management of the school through participation in policy formulation and decision making

Working Relationships

- Reports directly to the Principal or a school leader at a higher classification level
- Supports a small team of people within the area of responsibility
- May provide direct performance and development support for some staff

Role Diversity

- Undertakes a diversity of tasks within the area of responsibility

Complexity in the Role

- Primarily undertakes duties of a routine nature within area of responsibility mostly using established principles, practices and procedures
- Focus of the role is on effective management within the area of responsibility
- Implements improvements in close cooperation with a leader at a higher level

Resource Management

- Typically manages the budget, and may be consulted regarding the staffing and facilities, relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget

Strategic Outcomes Required

- Supports the strategic directions of the school by implementing agreed strategies in the area of responsibility

Position Responsibilities

Typically, a School Leader Band B-1 performs one or more of the following functions:

Faculty Management; Year Level Supervision; Management of a specific project or program, Counselling

COMPARATIVE PROFILES

	Band B-1	Band B-2	Band B-3	Band B-4	Band B-5	Band B-6
Required Knowledge and Experience	<ul style="list-style-type: none"> Demonstrates an in-depth knowledge of a specific area of expertise with some awareness of the relationships to other areas of expertise May have minimal prior experience in educational leadership 	<ul style="list-style-type: none"> Demonstrates an in-depth knowledge of a specific area of expertise with an awareness of the relationships to other areas of expertise May have prior successful experience in educational leadership 	<ul style="list-style-type: none"> Demonstrates an in-depth knowledge of a specific area of expertise with an understanding of the relationships to other areas of expertise Typically has prior successful experience in educational leadership 	<ul style="list-style-type: none"> Demonstrates an in-depth knowledge of a number of specific areas of expertise and awareness of the relationship to other areas of expertise Has prior successful experience in educational leadership 	<ul style="list-style-type: none"> Demonstrates an in-depth knowledge of several specific areas of expertise and understanding of the relationship to other areas of expertise Has prior successful experience in educational leadership, typically school-wide 	<ul style="list-style-type: none"> Demonstrates an in-depth knowledge of several areas of expertise and detailed understanding of the relationship to other areas of expertise Has prior successful experience in school-wide educational leadership
Autonomy	<ul style="list-style-type: none"> Works under limited direction Uses professional judgment within the area of responsibility within the framework of the school's strategic plan, policies and budget 	<ul style="list-style-type: none"> Works under broad direction Operates with high levels of professional independence within the area of responsibility within the framework of the school's strategic plan, policies and budget 	<ul style="list-style-type: none"> Works under broad direction with significant professional independence May be authorised to make some decisions in the area of designated responsibility within the framework of the school's strategic plan, policies and budget 	<ul style="list-style-type: none"> Primarily self-directed within the area of responsibility Authorised to make some decisions in the area of designated responsibility within the framework of the school's strategic plan, policies and budget 	<ul style="list-style-type: none"> Authorised to make significant decisions relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget 	<ul style="list-style-type: none"> Authorised to make significant decisions relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget
Responsibility and Accountability	<ul style="list-style-type: none"> Responsible for specific school programs or functional areas Supports the overall management of the school through participation in policy formulation and decision making 	<ul style="list-style-type: none"> Responsible for specific school programs or functional areas Contributes to the overall management of the school through participation in policy formulation and decision making 	<ul style="list-style-type: none"> Responsible for specific school programs or functional areas Contributes to the overall management of the school through active participation in, and typically leadership of, policy formulation and decision making 	<ul style="list-style-type: none"> Typically has some delegated accountability for specific school programs or functional areas Contributes to the overall management of the school through leadership in policy formulation and decision making 	<ul style="list-style-type: none"> Has delegated accountability for significant school programs or functional areas Contributes to the overall management of the school through active leadership in policy formulation and decision making 	<ul style="list-style-type: none"> Has delegated accountability for significant school programs or functional areas Contributes to the overall management of the school through active leadership in policy formulation and decision making

	Band B-1	Band B-2	Band B-3	Band B-4	Band B-5	Band B-6
Working Relationships	<ul style="list-style-type: none"> • Reports directly to the Principal or a school leader at a higher classification level • Supports a small team of people within the area of responsibility • May provide direct performance and development support for some staff 	<ul style="list-style-type: none"> • Reports directly to the Principal or a school leader at a higher classification level • Leads and supports a team of people • Provides direct performance and development support for a team of staff 	<ul style="list-style-type: none"> • Reports directly to the Principal or a school leader at a higher classification level • Cultivates and influences the professional practices at the school • Provides direct performance and development support for a number of other staff possibly including other leaders • Accountable for a group of school staff 	<ul style="list-style-type: none"> • Typically reports directly to the Principal • Cultivates and influences the professional practices at the school • Provides direct performance and development support for a number of other staff including other leaders • Accountable for a proportion of school staff 	<ul style="list-style-type: none"> • Reports directly to the Principal • Cultivates and influences the professional practices of a significant component of the personnel at the school • Provides direct performance and development support for a team of other staff including other leaders • Accountable for a significant proportion of school staff 	<ul style="list-style-type: none"> • Reports directly to the Principal • Cultivates and influences the professional practices of a significant component of the personnel at the school • Provides direct performance and development support for a number of other leaders • Accountable for a significant proportion of school staff
Role Diversity	<ul style="list-style-type: none"> • Undertakes a diversity of tasks within the area of responsibility 	<ul style="list-style-type: none"> • Undertakes a diversity of tasks within a limited number of school programs or functional areas relevant to the area of responsibility 	<ul style="list-style-type: none"> • Undertakes a diversity of tasks within specific school programs or functional areas • May contribute to specific aspects of whole-school leadership 	<ul style="list-style-type: none"> • Has diverse responsibility within limited school programs or functional areas • Contributes to specific aspects of whole-school leadership 	<ul style="list-style-type: none"> • Has diverse responsibility within specific school programs or functional areas • Undertakes a diversity of tasks to contribute to whole-school leadership 	<ul style="list-style-type: none"> • Has responsibility within key school programs or functional areas • Undertakes a significant diversity of tasks to contribute to whole-school leadership
Complexity in the Role	<ul style="list-style-type: none"> • Primarily undertakes duties of a routine nature within area of responsibility mostly using established principles, practices and procedures • Focus of the role is on effective management within the area of responsibility • Implements improvements in close cooperation with a leader at a higher level 	<ul style="list-style-type: none"> • Implements improvements in work practices and/or modifies processes within the area of responsibility using a range of established and newly tailored principles, practices and procedures • Focus of the role is on effective management together with some leadership within the area of responsibility • Typically seeks advice from another leader regarding improvement strategies 	<ul style="list-style-type: none"> • Leads improvements in work practices and/or processes within the area of responsibility using analysis and a range of established and newly tailored principles, practices and procedures • Responsible for planning and carrying out sequential projects • Focus of the role has a balance between effective management and leadership within the area of responsibility 	<ul style="list-style-type: none"> • Identifies focus of improvement within the area of responsibility, collects and analyses data and uses a diversity of approaches (including innovation) to influence new practices and processes • Responsible for sequential improvement projects • Focus of role is on leadership to improve practices or processes within the area of responsibility 	<ul style="list-style-type: none"> • Leads large scale improvement by using high creativity, innovation, and breaking with the past to create new modes of operating • Responsible for multiple interdependent improvement projects • Focus of role is on leadership to transform practices or processes i.e. cultural leadership 	<ul style="list-style-type: none"> • Leads whole school improvement by using high creativity, innovation, and breaking with the past to create new modes of operating • Responsible for multiple improvement projects • Focus of role is on leadership to transform practices or processes i.e. cultural leadership

	Band B-1	Band B-2	Band B-3	Band B-4	Band B-5	Band B-6
Resource Management	<ul style="list-style-type: none"> Typically manages the budget, and may be consulted regarding the staffing and facilities, relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget 	<ul style="list-style-type: none"> Typically manages the budget and will be consulted regarding the staffing and facilities, relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget 	<ul style="list-style-type: none"> Typically actively involved in making decisions regarding the staff and budget relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget 	<ul style="list-style-type: none"> Delegated to make some decisions regarding the staff and budget relating to the area of designated responsibility within the framework of the school's strategic plan, policies and budget 	<ul style="list-style-type: none"> Delegated to make decisions regarding the staff and budget relating to the area of designated responsibility Entrusted to use the available resources to deliver the best organisational outcomes 	<ul style="list-style-type: none"> Delegated to make significant decisions regarding the staff and budget relating to the area of designated responsibility Entrusted to use the available resources to deliver the best organisational outcomes
Strategic Outcomes Required	<ul style="list-style-type: none"> Supports the strategic directions of the school by implementing agreed strategies in the area of responsibility 	<ul style="list-style-type: none"> Understands and supports the strategic directions of the school by leading and implementing agreed strategies in the area of responsibility 	<ul style="list-style-type: none"> Contributes to the shaping of strategic directions of the school particularly in the area of responsibility Supports the sense and purpose of the school's vision through collaborative leadership in an aspect of school improvement 	<ul style="list-style-type: none"> Influences the strategic directions of the school in the area of responsibility Supports the sense and purpose of the school's vision, typically by leading an aspect of school improvement related to the area of responsibility 	<ul style="list-style-type: none"> Shapes and leads the strategic directions of the school in the area of responsibility Inspires the sense and purpose of the school's vision and goals Leads school improvement 	<ul style="list-style-type: none"> Shapes and leads the strategic directions of the school in the area of responsibility Inspires the sense and purpose of the school's vision and goals Leads whole-school improvement

SCHEDULE 6 – TEACHER PLACEMENT

Preamble

1. This Schedule provides for:
 - 1.1. the placement of eligible teachers where the teacher is either:
 - (a) a permanent teacher who is in a temporary position and requires placement (known as a PAT Placement); or
 - (b) a permanent teacher who is entitled to exercise a guaranteed right to be appointed to either:
 - (i) a Metropolitan School after working at a Country School or schools; or
 - (ii) another Country School closer to the Adelaide metropolitan area after working at a Remote School; or
 - (c) a permanent teacher who requires placement for the reasons specified in clause 16 of this Schedule; and
 - 1.2. rights of return for teachers appointed to leadership positions and seconded teaching positions and teachers returning from leave; and
 - 1.3. various other matters relating to the placement of teachers.
2. Nothing in this Schedule prevents the Department and a teacher from agreeing other arrangements in relation to the appointment and placement of the teacher.

Definitions

3. In this Schedule:
 - 3.1. the following words will have the meaning specified unless the context otherwise provides:
 - (a) **"Child rearing leave"** means unpaid child rearing leave, as described on the Department's intranet page (as amended), which teachers may apply and be approved for and, if approved, must be taken for a whole school year and may be taken until the teacher's child starts school or turns 6 years old (whichever is earlier).
 - (b) **"Country to Metropolitan Guarantee"** means the right of a teacher to be appointed to a Metropolitan School after working at one or more Country Schools, as provided for in this Schedule.
 - (c) **"Country School"** means a country school as published for the purpose of this Schedule on the Department's intranet.
 - (d) **"Country Service"** includes permanent and temporary service (but only permanent teachers are eligible to exercise rights under this Schedule).
 - (e) **"Metropolitan School"** means a metropolitan school as published for the purposes of this Schedule on the Department's intranet.
 - (f) **"Parenting leave"** means the following types of leave:
 - a. paid primary carer leave provided by this Enterprise Agreement;
 - b. paid partner leave provided by this Enterprise Agreement;
 - c. "parental leave", "special maternity leave" and "special adoption leave" those terms are defined in the Teachers Award.

- (g) **“PAT Placement Right”** means the right of a permanent teacher who is in a temporary position to be placed in an ongoing position, as provided for in this Schedule.
- (h) **“Permanent Teacher Register”** means the Register that the Department will maintain under clause 5.
- (i) **“Remote Country School”** means schools in any of the following locations: Amata, Andamooka, Coober Pedy, Elliston, Ernabella, Fregon, Hawker, Indulkana, Karcultaby, Kenmore Park, Kangaroo Island, Koonibba, Leigh Creek, Marree, Miltaburra, Mimili, Murputja, Oak Valley, Oodnadatta, Penong, Pipalyatjara, Port Neill, Roxby Downs, , Woomera, Yalata.
- (j) **“Remote to Nearer Country Guarantee”** means the right of a teacher working at a Remote Country School to be appointed to a position in another country location which is closer to metropolitan Adelaide, as provided for in this Schedule.
- (k) **“Required Placement”** means the process that operates under clauses 16 to 19 of this Schedule.

3.2. Where schools are referred to by **“Category”** (eg, **“Category 1”**, **“Category 2”**, etc), that is a reference to a school's Index of Educational Disadvantage category as determined by the department.

3.3. Where schools are referred to by **“Zone”**:

- (a) schools in Zone 1 are listed in Attachment 1 of this Schedule;
- (b) any other school that is listed in Schedule 2.2 – Appendix 1A – Country Zones of the Enterprise Agreement has the same Zone for the purpose of this Appendix.

Eligibility and how rights under this Schedule may be exercised

Eligible teachers

- 4. Teachers who are eligible are permanent teachers who have the following rights:
 - 4.1. a PAT Placement Right (namely permanent teachers who hold a temporary position, for example tenured Permanent Relief Teachers (PRT) and teachers appointed under clause 8.3.2 of this schedule and teachers who have no right of return due to clauses 12.2, 14 and 15.2 of this Schedule) – see clause 7;
 - 4.2. a Country to Metropolitan Guarantee – see clauses 8 to 10;
 - 4.3. a Remote to Nearer Country Guarantee – see clause 11;
 - 4.4. Right of Return – see clauses 12 to 15;
 - 4.5. Required Placement – see clauses 16 to 19.

The Permanent Teacher Register

- 5. The Department will continue to maintain a register known as the Permanent Teacher Register (PTR), by which:
 - 5.1. eligible teachers may notify the Department of their intention to exercise rights under this Schedule; or
 - 5.2. in the case of a Required Placement and following consultation with the applicable teacher, the Department may notify its intention to place the teacher in another school.

6. A teacher who wishes to exercise a placement right under this Schedule must notify the Department that they wish to be included in the Permanent Teacher Register by no later than the closing date nominated by the Department, notice of which must be published by the Department at least 30 days before the closing date.

Permanent Against Temporary Placement Rights

7. A permanent teacher who holds a temporary position (PAT) is entitled to be appointed to an available ongoing position subject to the teacher being a suitable match for the position in accordance with the following:
- 7.1. A PAT in a metropolitan school who requires placement will be appointed to a position within 45 km of the residence from which they daily commute at the commencement of the metropolitan placement.
- 7.2. A PAT in a country school who requires placement will be appointed to a position:
- 7.2.1. within 45km of the residence from which they have daily commuted to work in the temporary position, provided that a suitable position is available within that distance; and if not
- 7.2.2. within a reasonable distance from the residence from which they have daily commuted to work in the temporary position.
- 7.3. Where a teacher is to be placed in accordance with clause 7 as a result of having no right of return (see clauses 12.3, 14 and 15.2), clause 7 will be read as though a reference to the teacher's temporary position or placement is a reference to the position that the teacher held immediately prior to losing their right of return (which may be a leadership position).

Country to Metropolitan Guarantee

8. A permanent teacher who is in at least their:

- 8.1. 4th year of continuous Country service in a zone 4 or 5 country school;
- 8.2. 5th year of continuous Country service in a zone 2 or 3 country school;
- 8.3. 6th year of continuous Country service in a zone 1 country school;

is entitled to nominate either:

- 8.3.1. a permanent appointment to any category 3, 4, 5, 6 or 7 Metropolitan School nominated by the Department (or category 1 or 2 Metropolitan School of the teacher's choice); or
- 8.3.2. a temporary (one-year or less) position in a category 3, 4, 5, 6 or 7 Metropolitan School nominated by the Department (or category 1 or 2 Metropolitan School of the teacher's choice) within 45 kms of their residence in the metropolitan area.

9. If a suitable permanent appointment under paragraph 8.3.1 is not available, a teacher will be appointed to a temporary position under paragraph 8.3.2.

10. A permanent teacher who is in at least their:

- 10.1. 8th year of continuous Country Service in a zone 4 or 5 Country School; or
- 10.2. 10th year of continuous Country Service in a zone 1, 2 or 3 Country School is entitled to be appointed to an ongoing position at a school in a list which they have nominated of 25 Metropolitan Schools that are secondary schools or 75 Metropolitan Schools that are primary schools.

Remote to Nearer Country Guarantee

11. A permanent teacher who has completed two years' continuous service in a designated Remote Country School (whether as an ongoing employee or as a term employee for the purposes of the *Education and Children's Services Act 2019*) is entitled to be appointed to a position in another country location which is closer to the Adelaide metropolitan area.

Right of Return

12. Teachers appointed to leadership or seconded teacher positions:
 - 12.1. Permanent teachers who are appointed to a tenured leadership position or seconded teacher position of 12 months or less will hold right of return to their previous school.
 - 12.2. Permanent teachers who are appointed to a tenured leadership position or seconded teacher position of greater than 12 months, will not have a right of return to their school, unless agreed with the Assistant Director, Workforce Management (or delegate).
 - 12.3. Teachers who have no right of return as a result of clause 12.2 who seek appointment to a school at the end of the tenured leadership position or seconded teacher position via nomination to the PTR, will be placed in accordance with clause 7 of this schedule.
13. The arrangements for a teacher's return to work following a period of parenting leave will be in accordance with other relevant provisions of this Agreement and the Award, where applicable.
14. Where a period of child rearing leave has been approved, the teacher will have a right of return to their school unless otherwise agreed with the Department. Teachers returning from child rearing leave who have no right of return, who nominate for the PTR at the end of their leave, will be placed in accordance with clause 7 of this schedule.
15. In other cases, Teachers on leave (with or without pay) :
 - 15.1. Who are in an ongoing position in a school and have a period of leave with or without pay will maintain a right of return to the school, provided that the period of leave is no greater than 12 months (unless a longer period is agreed). This clause also applies to teachers in tenured leadership positions who take leave during their tenure provided that tenure in the leadership position remains at the time of the right of return.
 - 15.2. Teachers (including teachers in tenured leadership positions) who have no right of return as a result of clause 15.1, who nominate for the PTR at the end of their leave, will be placed in accordance with clause 7 of this schedule.

Required Placement

16. A permanent teacher may require placement in another school because, in the school where the teacher has been working ("**the affected school**");
 - 16.1. enrolments have declined;
 - 16.2. curriculum needs have changed;
 - 16.3. the school is closing or amalgamating.
17. Subject to clause 19 (below), the Department may in these circumstances only include the teacher in the Permanent Teacher Register after the Principal, in consultation with the PAC, has considered whether the required placement can be avoided because of anticipated retirements or resignations, another suitable teacher has volunteered to enter the Permanent Teacher Register or the required placement can be deferred by the teacher or other teachers agreeing to reduce their hours of work in the same school, taking long service leave, or accepting an available secondment.

18. Unless otherwise agreed, a teacher who is placed as a required placement will be appointed to an available ongoing or temporary position within 45 km of the residence from which they daily commuted to the affected school.
19. The following teachers are excluded from required placement:
 - 19.1. Teachers participating in an exchange program, where the teacher's participation has been approved by the Department.
 - 19.2. Other than in exceptional circumstances, teachers in their first three years of ongoing employment.

Workers compensation

20. Teachers and leaders with an approved workers compensation claim will be managed according to the requirements of the *Return to Work Act 2014* (SA).

Appointment Processes

21. The following must occur before teacher vacancies are advertised:
 - 21.1. Teachers exercising a placement right under clause 4 will be appointed in accordance with their placement rights in this Schedule;
 - 21.2. For an ongoing vacancy at a school, consideration of whether a teacher employed in a temporary position at the school can be converted to permanent employment in the ongoing vacancy at the school.

Transitional and other arrangements

22. Subject to clause 23 below, selection panels held for the purposes of filling teacher vacancies, will include 1 person endorsed by the Australian Education Union (SA Branch) (AEU) on the panel working at the school where there is a vacancy.
23. If the AEU does not endorse a person within 14 days of being invited to do so, the Chief Executive (or delegate) may endorse an officer of the teaching service nominated by other officers of the teaching service as a member of the selection panel.
24. Unless otherwise agreed between the Department and an applicable teacher, a right to placement under Appendix 3 of the Department's *Recruitment and selection of teaching staff in schools procedure*, as published in January 2021, is unaffected by this Schedule, except for teachers exercising the "new" country to metro guarantee as described in that Appendix.
25. It is acknowledged that there may be circumstances where it is reasonable and appropriate to consider the placement of a teacher in circumstances outside of those contained within this schedule. For example, where a teacher who does not otherwise have a placement right requests a transfer, including on compassionate grounds, where the teacher has had more than 10 years of service in a metropolitan school, or seeks to transfer between country sites. Such circumstances will be considered by the Department in accordance with the Department's policies and procedures, where applicable.
26. The following provisions will operate in respect of permanent teachers in at least their 4th year of continuous service in a Category 1 school or in at least their 5th year of service in a Category 2 school:
 - 26.1. the teacher may notify the Department that they wish to be included in the Permanent Teacher Register, before the closing date in clause 6 (above);
 - 26.2. in a local selection process for advertised ongoing vacancies, a selection panel must initially shortlist, and contact at least one referee for the teacher;
 - 26.3. a teacher who is not placed after being included on the Permanent Teacher Register under this clause may request case management support from the Department for the purpose of

improving the teacher's opportunities to obtain an alternative placement in a nominated school.

27. During the operation of this Enterprise Agreement, representatives of the Department and the AEU will meet at least once in every period of 12 months to confer about the Department's anticipated future requirements and strategies for recruitment to the teaching service.

