

**THE SCHOOL EDUCATION ACT EMPLOYEES'
(TEACHERS AND ADMINISTRATORS)
GENERAL AGREEMENT 2006**

PART 1 APPLICATION OF AGREEMENT

1 TITLE

This Agreement is known as The School Education Act Employees' (Teachers and Administrators) General Agreement 2006

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3 PARTIES BOUND

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

4 DURATION

- 4.1 This Agreement will operate from the date of registration and, in accordance with s.41 of the Industrial Relations Act 1979, will expire on 1 March 2008.
- 4.2 The Parties to this Agreement agree to commence negotiations for a replacement Agreement at least 6 months prior to the expiry of this Agreement with a view to implementing the replacement Agreement to be operative from 2 March 2008.

5 RELATIONSHIP TO AWARD AND PREVIOUS AGREEMENTS

- 5.1 This Agreement replaces the Government School Teachers' and School Administrators' Certified Agreement 2004 which had application to the Parties to this Agreement prior to the registration of this Agreement.
- 5.2 The conditions prescribed in this Agreement shall, to the extent of any inconsistency, prevail over the terms prescribed in the Award. Otherwise the terms of the Award shall be read in conjunction with this Agreement.

6 SCOPE OF AGREEMENT

This Agreement shall apply to employees who are employed pursuant to section 235 of the School Education Act 1999 (WA) by the Director General for the Department of Education & Training of Western Australia in the classification outlined in section 237 of School Education Act 1999 (WA) and Regulations 127 and 127A of the School Education Regulations 2000 who are members or are eligible to be members of the State School Teachers' Union of WA. Inc.

At the time of registration, the estimated number of employees to which this agreement applies at the time of registration is 27,400 which includes the average number of casual employees over a school year.

7 NO FURTHER CLAIMS

- 7.1 The Parties to this Agreement undertake that for the term of the Agreement there will be no salary increases sought or granted other than those provided under the terms of this Agreement. This includes salary adjustments arising out of State Wage Cases. Such increases are to be absorbed in the salaries set out in this Agreement.
- 7.2 The Parties to this Agreement undertake that for the terms of the Agreement there will be no further claims on matters contained in the Agreement, except where specifically provided.

8 PREVENTION OF DISCRIMINATION

- 8.1 It is the intention of the Parties to this Agreement to achieve the principles of the Equal Opportunity Act 1984 by helping to prevent and eliminate discrimination and harassment on the basis of race, gender, gender history, marital status, pregnancy, impairment, religious or political conviction, age, family responsibility or family status, and sexual orientation. The Parties recognise that achieving these principles may require differential treatment of specific individuals and/or groups in circumstances provided for under the Act.
- 8.2 Accordingly, in fulfilling their obligations, the Parties will make every endeavour to ensure that neither the Award nor this Agreement's provisions nor their operation are directly or indirectly discriminatory in their effects. Where a provision is found to be directly or indirectly discriminatory, the Parties agree that such a

provision will be severed from the Award or this Agreement but that the remainder of the Award or Agreement will remain in force.

8.3 DET will develop a strategy to ensure employees:

- a) are aware that DET supports a culture free from discrimination;
- b) are aware about inappropriate behaviour that may be deemed to be discriminatory and
- c) are advised of and able to access information to raise awareness of discrimination in the workplace, and strategies to support cultural change, as required.

8.4 All employees have an obligation not to engage in or condone any behaviour which could be deemed to be discriminatory including in the provision of educational services.

8.5 Employees engaging in discrimination or harassment on the grounds of race, gender, gender reassignment, marital status, pregnancy, impairment, religious or political conviction, age, family responsibility or family status or sexual orientation be subject to disciplinary action.

9 DEFINITIONS

9.1 In this Agreement unless otherwise specified:

“Approved” means approved by the Employer;

“Agreement” means the School Education Act Employees’ (Teachers and Administrators) General Agreement 2006;

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

“Casual Employee” means an employee engaged by the hour for a single appointment not exceeding four (4) weeks, to provide relief for a teacher employed as part of the normal staffing establishment;

“Chief Executive Officer” means the Director General of the Department of Education and Training;

“CTP” means the Country Teaching Program;

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

“De facto partner” means a person who lives in a de facto relationship with the first person;

“Department” or “DET” means the Department of Education and Training;

“Dependant” means, for the purposes of Clause 81 Locality Allowance, in relation to an employee:

- (a) a spouse/de facto partner who is resident within the State and is not in receipt of an income exceeding the separate net income (SNI), as set by the Australian Taxation Office for the purposes of the dependent spouse tax offset;

And/or,

- (b) a student child under the age of eighteen (18) years who is not in receipt of income exceeding the separate net income (SNI), as set by the Australian Taxation Office for the purposes of the dependent spouse tax offset;
- (c) means, for the purpose of the remainder of the Agreement in relation to an employee:
 - (i) a partner
 - (ii) child/children; or
 - (iii) other dependent family

who resides with the employee and who relies on the employee for support;

“Employee” means any persons employed in a classification contained within this Agreement. “Employee” includes full time, part time, casual, permanent and fixed term contract employees;

“Employer” means the Director General or successor;

“EREC” means the Employee Relations Executive Committee;

“Family” means a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee. [This is the definition specified by the Equal Opportunity Act 1984 (WA).]

“Four-year-trained teacher” means a teacher who has successfully completed an academic qualification requiring a sequence of the equivalent of four (4) years of full time, post-matriculation tertiary education which incorporates an approved course of initial teacher training, or obtained other qualifications approved as of equivalent standard;

“Five-year-trained teacher” means a teacher who has successfully completed an academic qualification requiring a sequence of the equivalent of five (5) years of full time, post-matriculation tertiary education which incorporates an approved course of initial teacher training, or obtained other qualifications approved as of equivalent standard;

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

“Industrial Relations Commission” means the Western Australian Industrial Relations Commission (WAIRC);

“Locality” means, for the purpose of Clause 81 Locality Allowance, a locality specified in Schedule A – Locality Allowance of this Agreement;

“Locality” means, for the purpose of Clause 83 Property Allowance, in relation to an employee:

- (a) The Metropolitan School District; or
- (b) Outside the Metropolitan Schools District, that area within a radius of fifty (50) kilometres from an employee’s headquarters;

“MTP” means the Metropolitan Teaching Program;

“Parties” means the Director General for the Department of Education and Training and the State School Teachers’ Union of W. A. (Incorporated);

“Partner” means a person who is a spouse or de facto partner;

“Primary Care Giver” is the employee who will assume the principal role for the care and attention of a child/children. The Employer may require confirmation of primary care giver status;

“Public Sector” means an employing authority as defined in s.5 of the Public Sector Management Act 1994 (WA);

“Replacement Employee” is an employee specifically engaged to replace an employee proceeding on parental leave;

“Relief Teacher” means a casual teacher engaged to provide relief for a teacher employed as part of the normal staffing establishment;

“Residence” includes any accommodation of a kind commonly known as a flat or home unit that is, or is intended to be, a separate tenement;

“RTS” means the Remote Teaching Service;

“School Administrator” means a person holding a position of School Administrator, Level 3, 4, 5 or 6 as prescribed in Regulation 127 of the School Education Regulations 2000 (WA);

“School Psychologist” means a person holding a position of School Psychologist, as prescribed in Regulation 127A of the School Education Regulations 2000 (WA);

“Spouse” means a person who is lawfully married to that person;

“Tertiary Education” means undertaking a course at an approved education institution for which the pre-requisite is a successful Year 12 of schooling or its approved equivalent;

“The Act” means the School Education Act 1999 as amended and any regulations made under the Act, or successor legislation;

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

“Unqualified teacher” means a teacher who does not hold an approved teacher’s qualification.

10 CONTEXT

10.1 The Department and the State School Teachers’ Union of W. A. (Incorporated).

- Are committed to a universally accessible, strong, quality public education system and to improving the status of the teaching profession;
- recognise the importance of actively promoting the public education system and resourcing it adequately to enable the delivery of quality learning opportunities for the youth of our state/community; and
- recognise that improving the status of the profession, managing work intensification and addressing the ageing profile of workers continue, for teachers and administrators in Western Australia public schools, as ongoing issues requiring attention and response.

- 10.2 Several factors underpin work intensification including:
- (a) The need to meet diverse educational needs of all students, intensified with the policy of inclusion;
 - (b) increased flexibility in delivery of education to enhance student outcomes;
 - (c) ongoing educational change in curriculum, pedagogy, informational technology, instructional intelligences, e-learning within the construct of life-long learning;
 - (d) government and community expectations, including the extension of the compulsory age of schooling and implementation of post compulsory courses of study; and
 - (e) devolved school and system decision making resulting in workload and other issues arising.
- 10.3 Teachers and administrators are committed to supporting the long term vitality and viability of the public education system. Teachers' and administrators' professionalism and dedication are critical to this end, as is the manner in which DET partners them in this objective.
- 10.4 In recognising the dedicated commitment and professionalism of teachers and administrators within the public education system, the parties to this Agreement seek to:
- (a) recognise their professional status and appropriately remunerate;
 - (b) broaden career path opportunities and support aspirants in achieving success;
 - (c) provide opportunities to improve job security;
 - (d) enhance skills, knowledge and understanding of curriculum, instruction and pedagogy through professional learning;
 - (e) recognise that the implementation of change continues to have implications for workload and must be guided by protocols of transparency, consultation, support structures and realistic timelines to enable effective and manageable integration;
 - (f) ensure that working conditions are of a physically suitable standard;
 - (g) guard against discriminatory and bullying behaviour;
 - (h) make available appropriate and up-to-date curriculum support and consumable and non-consumable physical resources;
 - (i) recognise the need to manage differential resourcing to support system goals of attraction and retention to remote and country schools and schools with greatest need student profiles;
 - (j) enable teachers and administrators to focus more on teaching and learning by managing and distributing their workload through provision of additional support staff such as AIEO's, education assistants, SPER teachers, school psychologists, counsellors, school officers, laboratory technicians and information technology technicians as partners in enhancing the educational environment ; and
 - (k) assist teachers and administrators achieve a reasonable work-life balance.

- 10.5 This Agreement reflects the intentions of the Parties to meet the above objectives by setting out the terms and conditions of employment of school teaching staff, school administrators and other School Education Act staff in the public education system who are eligible to be members of the Union.

PART 2 TYPES OF EMPLOYMENT

11 GENERAL EMPLOYMENT

A person may be appointed full time or part time –

- (a) on a permanent basis: or
- (b) on a temporary basis which may be
 - (i) for a fixed term; or
 - (ii) casual.

12 PROBATION

- 12.1 Pursuant to Section 236(2) of the School Education Act 1999 (WA) and Regulation 125 of the School Education Regulations 2000 (WA), an employee is to be engaged on probation for not more than the first 12 months after the engagement commences or for such longer time as the employer determines, and in accordance with the provisions in this clause.
- 12.2 If no performance issues are identified, the employee will be deemed to have successfully completed their probation. This will occur within the first twelve months of their employment.
- 12.3 Probationary employees will not have their probationary period extended if they have not been engaged in performance management at their school and will automatically pass their probationary period.
- 12.4 If a performance issue is identified, it will be raised with the probationary employee within a reasonable time frame to enable the employee to address the issue within the first 12 months of their probationary period.
- 12.5 Extension of Probation
If a performance issue has been identified and performance has improved:
 - (a) An extension of an employee's probationary period under Clause 12.4 will be given.
 - (b) Any extension will be for a period not exceeding a further four (4) school terms.
- 12.6 At any time during the period of probation the appointment may be annulled by agreement between the Employer and employee.
- 12.7 If there is no agreement between the Employer and employee about termination during the 12 month period of probation, the Employer may only terminate the employee by application of the relevant provisions of Part 5 of the Public Sector Management Act 1994 (WA).
- 12.8 An agreed systemic process to support employees at risk of being placed on unsatisfactory and substandard performance in the probationary period be developed, with implementation of agreed strategies commencing in 2007.

13 CASUAL EMPLOYMENT

13.1 Conditions of Employment

- (a) Casual employees will receive a 20% loading in lieu of all conditions of employment, leave, allowances and other entitlements provided for under the provisions of this Agreement.
- (b) Nothing in this clause confers “permanent” or “temporary” status on a casual employee.
- (c) Casual employees are paid by the hour for each hour worked.
- (d) Casual employees shall be employed for a minimum engagement period of three (3) hours.
- (e) “Casual Employee” means an employee engaged by the hour for a single appointment not exceeding four (4) weeks, to provide relief for a teacher employed as part of the normal staffing establishment;

13.2 Termination of Casual Employees

The employment of a casual employee may be terminated at any time by the casual employee or the Employer giving to the other, one hour’s prior notice. In the event of the Employer or the casual employee failing to give the required notice, one hour’s salary shall be paid or forfeited.

13.3 Valuing Relief Teachers – A Protocol

- (a) DET, in recognising the essential role that Relief Teachers undertake in providing students in the public education system with access to quality educational opportunities in place of the regular classroom teacher, seeks to ensure that they are recognised and supported as valued and valuable employees within the system.
- (b) To this end, DET and the Union agree to establish a Joint Working Party to review the management of Relief Teachers and develop a set of protocols for schools and colleges which will guide such management. The Joint Working Party to have a final position developed within the life of the Agreement.
- (c) The terms of reference for the Joint Working Party to be agreed between the Parties, including access to professional learning.

13.4 Professional Learning

- (a) The Employer recognises that provision should be made for Relief Teachers to access professional learning opportunities, and encourages schools and colleges to provide access to professional learning.
- (b) DET will enable Relief Teachers to access District and Central Office Professional Learning (PL) and specifically advertise such PL opportunities.

13.5 Salaries

Relief Teachers will automatically progress to the next salary step of the incremental scale on the completion of 200 days worked. For the purposes of accrual towards the 200 days, all days worked from the previous calendar years will be carried over into the next calendar year. Where there is a break between days worked the service will continue to accrue towards the next increment date.

14 CONTRACT EMPLOYMENT

- 14.1 The Employer may employ persons on a temporary basis under a fixed term contract.
- 14.2 Employees appointed for a fixed term must be advised in writing of the terms of the appointment and such advice is to specify the dates of commencement and termination of employment.

15 TERMINATION OF EMPLOYMENT

- 15.1 An employee must give the Director General written notice of their intention to resign of not less than:
- (a) One month; or
 - (b) Such other period as specified in the employee's contract of service where applicable.
- 15.2 Where an employee does not give the appropriate notice of resignation to the Employer that is applicable under this clause, the Employer may direct that the employee shall not be paid in respect of the period of notice or such portion of the period of notice as is determined by the Employer.
- 15.3 Where an employee's services are terminated for any reason other than summary dismissal, that employee must be given written notice of:
- (a) One month (including fixed term employees); or
 - (b) Such other period as specified in a contract of service, where applicable; or
 - (c) Such other period as specified in the Workplace Relations Act 1996 (C'th); or
 - (d) Payment of salary for the appropriate period in lieu of notice.

16 PART TIME EMPLOYMENT

- 16.1 Part time work is defined as work that is regularly undertaken for less than the designated full time hours.
- 16.2 Part time employees are entitled to the same entitlements as a full time employee on a pro rata basis.
- 16.3 Where an employee works a regular pattern of work on a weekly or fortnightly basis, this is to be considered part time employment for the purposes of this Agreement.

17 PERMANENCY AND TENURE

- 17.1 The Department of Education and Training is committed to the engagement of teachers and administrators on a permanent basis. Fixed term and casual contracts will only be used to the extent that the position is unable to be filled on an ongoing basis due to it being:
- (a) For a defined and limited program of work; or
 - (b) A vacancy due to leave of absence.
- 17.2 The Parties will continue to explore the extent to which access to permanency can and should be extended and applied, and the tenure of fixed term contracts increased. The Parties commit to aim for a permanent workforce of 90%, whilst remaining cognizant of:

- (a) Positions that are unable to be filled on an ongoing basis due to the position being for a defined and/or limited program of work; or
 - (b) Vacancies resulting from a leave of absence; and
 - (c) The continuing and increasing flexible working arrangements for teaching staff.
- 17.3 Fixed term contracts, subject to the above, will be for the maximum possible duration.
- 17.4 In order to monitor the achievement of the intent of this clause, the Union be provided with system data on permanency levels annually.
- 17.5 (a) The Department will continue to engage teachers on a permanent basis where a suitable vacancy occurs in accordance with the Department's policy on Permanency for all Teaching Staff.
- (b) Changes to the policy on permanency and tenure be negotiated between the Parties.
- 17.6 This clause applies to all positions including locally selected positions.

PART 3 HOURS OF WORK AND CLASS SIZE

18 TEACHERS' DUTIES AND RESPONSIBILITIES

- 18.1 The Employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training and is consistent with the School Education Act 1999 (WA), Regulations and any other relevant Act.
- 18.2 The Parties acknowledge that the duties and responsibilities of teachers consists of a number of elements, including:
- (a) instruction of students;
 - (b) supervision of students;
 - (c) preparation of lessons;
 - (d) marking of students' work;
 - (e) reporting to parents; and
 - (f) other activities and duties undertaken to enrich the educational experiences of students or to ensure the efficient management of the school and agree that each teacher's workload is negotiated at the school level within parameters provided in the School Education Act and Regulations as well as any Awards and Agreements that apply.
- 18.3 While much of teachers' work needs to be undertaken at school during official student instruction hours, the Department and the Union acknowledge that a proportion of teachers' work is undertaken outside those hours, either at school or off-site.
- 18.4 Payment or Time off in Lieu (TOIL) may be considered for agreed work undertaken outside of official student instruction time for such activities as school camps, music and drama festivals and performances and parent interviews.
- The Parties agree that teachers are required to undertake, outside official student instruction hours, the following:
- (a) staff meetings;
 - (b) parent/carer interviews and parent/carer meetings; and
 - (c) supervision of students.
- 18.6 Staff Meetings
- (a) The agenda, venue, frequency and timing of scheduled whole of staff meetings will be determined in full and proper consultation with staff. Equity considerations such as family responsibilities, professional and personal development commitments and the flexible hours arrangements shall be considered in the decision making process. The final responsibility to ensure meetings occur rests with the Principal. Teachers shall not be required to attend more than two (2), of a maximum duration of one hour, whole of staff meetings per term outside student instruction hours.
 - (b) Staff who cannot attend a scheduled staff meeting will be provided with access to agendas, minutes and tabled documents.

- 18.7 The Parties recognise that informal parent/carer interviews with individual teachers occur from time to time. The Parties agree that up to two (2) meetings with parents/carers, to discuss students' progress, can be required of all teaching staff outside student instruction hours each year. The agenda, venue and timing of these meetings will be determined in full and proper consultation with staff. The final responsibility to ensure meetings occur rests with the Principal.
- 18.8 The Parties agree that teachers will continue to be required to undertake supervision of students outside official student instruction hours in order to fulfil each school's duty of care to its students.
- 18.9 Arrangements for the undertaking of duties outside official student instruction hours will be the subject of appropriate consultation. Any teacher who is aggrieved about any requirement to undertake duties outside official student instruction hours may take appropriate action using the agreed Grievance Procedures (Clause 111).
- 18.10 A part time teacher cannot be required to attend a staff meeting on a day that the teacher would not ordinarily work. Where the Principal requests a part time teacher to attend on a day the teacher would not ordinarily work, and the teacher agrees, the teacher will be paid for the time required, inclusive of travel, to attend the meeting.

19 TEACHERS' HOURS

- 19.1 No teacher in a public school shall be required to perform an unreasonable or excessive workload during the school year.
- 19.2 A teacher shall not be required to teach in excess of the maximum standard number of hours per week of face to face teaching.
- 19.3 The weekly maximum face to face teaching hours will be:
- | | |
|-------------|--------------------------|
| Secondary | 21 hours and 20 minutes; |
| Primary | 22 hours and 30 minutes; |
| Pre-Primary | 21 hours and 20 minutes. |
- 19.4 Effective from the commencement of the 2007 school year, the weekly maximum face to face teaching hours for Primary teachers will be reduced:
- | | |
|-------------|--------------------------|
| Secondary | 21 hours and 20 minutes; |
| Primary | 22 hours and 20 minutes; |
| Pre-Primary | 21 hours and 20 minutes. |

19.5 Effective from the commencement of the 2008 school year the weekly maximum face to face teaching hours for Primary teachers will be reduced:

Secondary 21 hours and 20 minutes;

Primary 22 hours and 10 minutes;

Pre-Primary 21 hours and 20 minutes.

19.6 All form classes will be considered face to face teaching time for the purpose of calculating teachers' hours.

19.7 To minimise disagreements over workload and timetabling issues in schools, the Parties recommend that advisory committees be established in schools to advise the Principal on such issues.

Guidelines for Establishment and Operation of Workload Advisory Committees are incorporated at Schedule B. Notwithstanding, it is recognised that the Principal has ultimate responsibility for timetables and the allocation of work.

20 DUTIES OTHER THAN TEACHING (DOTT) TIME

20.1 Currently schools are resourced so that teachers will be released from face to face teaching for the following periods of time (exclusive of recess and lunchtime):

Secondary 320 minutes

Primary 200 minutes

Pre-Primary 320 minutes

20.2 Effective from the commencement of the 2007 school year, schools will be resourced so that primary school teachers will be released from face to face teaching for an additional ten (10) minutes:

Secondary 320 minutes

Primary 210 minutes

Pre-Primary 320 minutes

20.3 Effective from the commencement of the 2008 school year, schools will be resourced so that primary school teachers will be released from face to face teaching for an additional ten (10) minutes:

Secondary 320 minutes

Primary 220 minutes

Pre-Primary 320 minutes

20.4 School administrators with a teaching responsibility will receive a pro rata time allowance based on the actual teaching component contained in the staffing formula.

20.5 It is recognised that the purpose of DOTT time is to undertake duties as provided in Clause 18 Teachers' Duties and Responsibilities. The priority use of DOTT time is for teachers to focus on teaching, learning and assessment.

21 CLASS SIZES

- 21.1 It is recognised that class sizes have implications on teacher workloads. The Parties are seeking to encourage schools to consider class size as a priority in school planning and staff deployment.
- 21.2 It is recognised that school and student needs may require variation from these class sizes, provided that:
- (a) teacher(s) requested to accept a class size greater than those referred to below can utilise the grievance procedures if they feel aggrieved by any proposed variation; and
 - (b) implementation is to be within available physical and human resources.
- 21.3 Where schools have been able to form class sizes consistently lower than the sizes identified in Clause 21.4 these schools should attempt to maintain, during the life of the Agreement, the reduces levels by continuing to apply available school resources to that effect.
- 21.4 In forming classes, schools are to plan not to exceed class sizes as per Table A – General Class Sizes but, where it can be achieved within available school resources, schools are to attempt to reduce class sizes in line with

Table B –Notional Class Size Target.

Year	TABLE A General Class Sizes	TABLE B Notional Class Size Target
K	20	20
P	25 (non purpose built centres)	23 (non purpose built centres)
P	27 (purpose built centres)	25 (purpose built centres)
K/P	20 – 27**	20 – 25 **
K/P/1	20 at any one time	20 at any one time
1 – 3	24 ∞	24 ∞
4 – 7	32	30
Mixed Years [Applies to Yr 4 – 7]	31	29
8-10	32	29
11-12	25	25
Practical	16 - 22	16 - 22

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

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

- 21.5 When planning class sizes, each school must manage its class sizes within its own school based resources. In aiming to achieve the “notional class size” target, schools may seek advice from the District Office if necessary.
- 21.6 Inclusion
- In order to support the effective inclusion of students with disabilities adjustments can be made to class sizes within the available resources provided to each school.
- 21.7 Physical and Outdoor Education
- (a) The Parties acknowledge the teacher/student ratios contained in the Organisational Guidelines for Physical and Outdoor Education as best IG practice.

(b) Change to the guidelines outlined in Clause 21.7(a) shall only be as agreed between the Parties.

21.8 Targeted Reduction in Class Sizes – Classroom Behaviour Management and Discipline Strategy

(a) Primary

- (i) It is agreed that the delivery of education programs to Years 4 to 7 students will be enhanced by targeted reductions in the maximum class size.
- (ii) The schools targeted in the Department’s Behaviour Management and Discipline Strategy continue to maintain as a maximum the reduced class sizes achieved.

(b) Secondary

- (i) It is agreed that the delivery of education programs to Years 8 and 9 students will be enhanced by targeted reductions in maximum class size.
- (ii) It is agreed that the schools targeted in the Department’s Behaviour Management and Discipline Strategy continue to maintain as a maximum the reduced class sizes achieved.

Year	8	Class size	28
Year	9	Class size	28

PART 4 SPECIFIC PROGRAMS AND WORKLOAD

22 STUDENT BEHAVIOUR MANAGEMENT

- 22.1 The Parties are committed to the continuation of the Behaviour Management and Discipline Strategy.
- 22.2 The strategy funding will be maintained at the current level of \$16.5 million per annum with no increase in the current number of primary schools (200). External evaluation of strategy focussing on identifying the most effective use of resources by schools will be completed in 2006.
- 22.3 The purpose of the monies is to provide inter alia:
- (a) For targeted reduction in class sizes.
 - (b) For funding a minimum of 20 FTE Teacher Consultants, operating through District Offices.
 - (c) Professional development for teachers to develop skills and knowledge in behaviour management; and/or
 - (d) Provision of school based staff to provide support for effective classroom management.
- 22.4 The joint Behaviour Management Reference Group that includes Education Support Centres and Schools Representatives will be used for consultation regarding the Behaviour Management and Discipline Strategy. The Behaviour Management Reference Group will make recommendations to the Behaviour Management Steering Committee regarding the allocation of monies and the monitoring of the overall expenditure.
- 22.5 Defining the Role of the Teacher Consultant
- (a) DET to examine the Role of Teacher Consultants.
 - (b) A Joint Union and DET Working Party to develop an agreed job description and process for selection.
- 22.6 High Support Behaviour Needs
- (a)
 - (i) The Behaviour Management Reference Group investigate and recommend strategies to manage students with 'high support behaviour needs' to the Behaviour Management Steering Group.
 - (ii) Initiatives including the expansion and strengthening of SPER Centres, Specialist Centres and centres for 'behavioural change' to be considered by the Behaviour Management Reference Group.
 - (b) In recognising the crucial impact of experiences in the early years (0–8) in forming the foundations of behaviour, social interaction and education performance of individuals, the Parties to explore mechanisms to develop and establish agreed inter-agency strategies for early intervention.
- 22.7 Review and Consolidation
- (a) The Behaviour Management and Discipline Strategy will be reviewed by the Parties with a view to consolidating resources including reduced class sizes, professional learning, the teacher consultant career path and capacity for schools to design and implement projects to support improved engagement of students in the learning environment, as part of ongoing resourcing within the system.
 - (b) The review to be completed within 18 months of the registration of this Agreement.

- 23.1 The Parties agree that emerging and rapidly changing information and communication technologies have major implications for the government education system, and that responses at all levels are necessary in relation to the utilisation and management of these technologies.
- 23.2 For the Department of Education and Training this means:
- Ensuring systemic and equitable access by schools and teachers to the relevant technological infrastructure, including hardware, software and the internet.
 - The establishment and implementation of systemic standards.
 - The provision of relevant professional learning.
 - Mechanisms for the cost efficient management and maintenance of both hardware and software.
 - Development of a comprehensive online teaching and learning system and associated tools and technologies to support contemporary learning.
- 23.3 For teachers this means:
- Participating in professional learning to develop and build on understanding and skills in Information and Communication Technology (ICT) and its integration into learning programs.
 - Utilising the systemic online technologies and systems implemented by the Department to support teaching and learning programs and the administration of student information.
- 23.4 The Department commits to provide funding to schools through the ICT grant for schools to spend on other associated learning technology costs, including maintenance and professional development. Such funds may be transferred into the school salary pool to support the funding of school based Information Technology Co-ordinator (ITC) positions.
- 23.5 (a) The Department is currently undertaking a major evaluation of the ICT support requirements of schools through the 100 Schools Project. The parties will establish a Joint Reference Group to consider the Department's strategic approach to ICT, including the provision of ICT support to schools, particularly of a technical nature, with consideration of factors such as complexity and remoteness.
- (b) Terms of Reference for the Reference Group to be agreed between the parties.
- (c) This Reference Group to meet within three months of the registration of this Agreement.
- 23.6 Should the 100 Schools Project Evaluation Report not be available by the end of Semester 1, 2006, an interim report be available at that time.
- 23.7 The Department will continue to develop programs which minimise the need for teachers and school administrators to be involved in the purchasing, maintenance and support of school ICT infrastructure.
- 23.8 DET will continue to fund low-cost access to laptop computers for personal and work use. This program is accessible to teachers, administrators and school psychologists.

VET in Schools (VETiS) has grown considerably since its inception in 1997 with approximately 50% of Year 11 and Year 12 students participating in some aspect of a VETiS Program. Schools are required to meet the reporting requirements and quality standards of the Australian Quality Training Framework for Curriculum Council and Australian Vocational Education and Training Management Information Statistical Standard AVETMISS). Schools manage their VETiS responsibilities utilising a variety of structures in many ways, including through the appointment of a VET Coordinator.

Through Joint Working Party discussions on the VET Coordinator, it is recognised that these roles are also essential to manage, “significant and complex delivery arrangements” including access to TAFEWA profile hours; schools operating as RTP or RTO and the development of VETiS within the Courses of Study (COS) context.

24.1 Workplace Assessor (Certificate IV)

The Parties agree to work together to ensure that where possible:

- Teachers who are required to deliver VET be given access and resources to gain the relevant delivery and assessment qualifications.
- Teachers who currently hold the Certificate IV in Workplace Assessor be given the opportunity to maintain or upgrade to the new delivery and assessment qualification as required.
- The Department, in consultation with the SSTUWA, develop strategies to assist teachers gain or maintain the necessary vocational competencies.
- Planning and staff of key positions for the delivery of VET in schools must reflect the need for appropriately qualified teachers.

24.2 Professional Development

- (a) DET in consultation with the SSTUWA develop an appropriate high quality professional development program for teachers and administrators linked to the agreed draft Professional Learning Framework.
- (b) Necessary resources be provided within the life of the Agreement to enable implementation of identified programs.
- (c) DET in consultation with the SSTUWA develop an agreed range of flexible delivery models of high quality professional development including: mentoring, online and action learning, accessible during work and after hours.

24.3 Duty of Care

- (a) The Department, in consultation with key stakeholders, will develop an ongoing strategy and identify necessary resources to support staff in developing and conducting a risk assessment for VET programs, including work placements and training facilities.
- (b) DET will continue consultation with the SSTUWA with regard to the development of the TAFEWA Colleges Duty of Care Policy for Secondary Students and the draft Duty of Care – VET for Schools (VSS) Attending TAFEWA Colleges Policy.

24.4 VETiS Coordinator

- (a) DET, in consultation with the SSTUWA, will develop a JDF for a school based VET Coordinator.
- (b) From the commencement of 2007, 10 FTE will be available for the allocation of Level 3 VET Coordinator positions across the system.
- (c) The allocation process be agreed between the Parties.
- (d) The VET in Schools Program be monitored during the life of this Agreement, in particular to examine whether there is the need for expansion of the VET Coordinator career path.

24.5 Class Size

- (a) DET and the SSTUWA recognise there is a difference in the staffing mechanisms for schools and TAFEWA colleges.
- (b) DET and the SSTUWA will consult on the implementation of recommendations pertaining to class size in the Review of Funding for 15 – 17 Year Olds in Public Schools with a view to resolving class size differentials.

24.6 Travel Allowances and Travel Costs

- (a) Teachers and administrators undertaking duties pertaining to delivery of VETiS are entitled to the travel allowances contained in this Agreement at Clause 87 and Schedule E.
- (b) VETiS Branch, VET Teaching and Learning will conduct an ongoing awareness-raising program directed at schools to inform and advise school administrators and VETiS Coordinators of their entitlement to claim travel expenses.
- (c) For rural schools to access additional funding for travel by VETiS Coordinators or other teachers and administrators the mechanisms are set out at www.VETinfontet.det.wa.edu.au

24.7 Registered Training Organisation (RTO)

- (a) DET and the SSTUWA to jointly develop strategies to implement the Ministerial Policy Statement Vocational Education and Training for School Students 2006 pertaining to RTPs and RTOs.
- (b) In order to apply to become an RTO, a school must develop a Business Case for endorsement by the Director General and the Minister prior to applying to the Training Advisory Council for registrations. Those schools wishing to apply to become an RTO will find the Business Case templates at www.VETinfontet.det.wa.edu.au

25 WORKLOAD

25.1 The Parties recognise that the issue of major workload is a concern in the system and commit to seeking and promoting change management processes and work practices to address workload issues.

25.2 An area in which workload has been an issue is that of Curriculum Improvement. In order to regulate workload and support teachers and administrators:

- (a) A Union and DET Joint Peak Reference Group will be re-established to monitor, review and provide recommendations on issues arising, with agreed actions being implemented

- (b) The Schools Advisory Group will continue to meet regularly and provide feedback on progress of implementation in the workplace.
 - (c) Workload and work practices are to be included as an aspect of the School Accountability process.
- 25.3 The Parties issue a joint statement regarding the management of workload associated with the Curriculum Implementation Program Phase 2 (CIP Phase 2) (Schedule C).
- 25.4 The principles contained in the joint statement must form the basis for consideration of workload issues at the school level in relation to the CIP Phase 2.
- 25.5 Where workload is raised as an issue by teachers or administrators, the Parties agree that in the first instance the principles should be applied through collaborative school processes.
- 25.6 To deal with issues of workload, the Parties recommend that Workload Advisory Committees representative of all staff should be maintained in schools to advise the Principal. Notwithstanding, it is recognised that the Principal has ultimate responsibility for timetables and the allocation of work.
- 25.7 The guidelines for the establishment and operation of Workload Advisory Committees to deal with the management of workload associated with the CIP Phase 2 are attached at Schedule B.
- 25.8 A teacher or administrator who considers his or her workload to be excessive or unacceptable within the terms of this Agreement may, if the matter is not resolved at the school level or through the advisory committee, take the matter to formal grievance.
- 25.9 When the need is identified, the Department will, as far as practicable, provide access to professional support to ensure that workload issues do not lead to a deterioration in the physical or mental health of that employee.

26 THE AGEING WORKFORCE

- 26.1 (a) It is recognised that there is a substantial ageing workforce in the teaching profession. The parties agree to continue the Ageing Workforce Working Party with agreed terms of reference to consider the impact of this on government schools and possible strategies to retain experienced teachers.
- (b) The Working Party to make reference to relevant research including that in the Health and Wellbeing Project Report.
- 26.2 The Working Party will make an interim report within six months of the certification of the Agreement and will present a report and recommendations to the Parties within twelve months of the registration of the Agreement.

27 BUILDING INCLUSIVE SCHOOLS

- 27.1 The Building Inclusive Schools strategy is aimed at raising awareness in terms of engaging all students in meaningful learning experiences, environments and achieving optimal learning outcomes. Building Inclusive Classrooms is a professional learning program designed to support teachers in relation to students with disabilities and learning difficulties and to support DET with the Disability Discrimination Act Standards for Education 2005.
- 27.2 The Parties commit to an ongoing process of collaboration during the life of the Agreement to implement the recommendations of the report Pathways to the Future: Review of Educational Services for Students with Disabilities in Government Schools, specifically outlined in the Ten Point Action Plan, and to address matters in accordance with Part 20. Communication, Consultation and Dispute Resolution.

- 27.3 Under Building Inclusive Schools, the Parties commit to an ongoing review of the Building Inclusive Classrooms professional learning program, the evaluation of key initiatives and implementation of jointly agreed and fully funded responses to recommendations arising.
- 27.4 Assistance to Teachers
- (a) When a student with a disability is enrolled, the Principal will undertake an assessment of educational needs. Support will be provided as required by the Learning Support Coordinator and relevant school based personnel, District Student Services including Visiting Teachers from the Inclusive Education Team and State-wide Specialist Services. Teachers can expect appropriate levels of support and professional learning.
 - (b) As part of an assessment of educational needs, where necessary, any special equipment or features required within the classroom will be installed by the Department and staff adequately trained in their use and the relevant procedures by Visiting Teachers in collaboration with District Office personnel.
 - (c) Schools Plus supports students with disabilities with additional teacher time on the basis of educational need. Where students with disabilities attract additional teacher time, the allocation can be used flexibly by the school to support the classroom teacher in planning, collaboration and training.
 - (d) Where a student with a disability who is enrolled in an Education Support facility is to participate in mainstream educational programs, specific arrangements applying to the program will be negotiated between the school and the Education Support facility.
- 27.5 DET commits to the principle of keeping documented plans as simple as is practicable. To this effect an agreed Framework for Documented Plans has been developed – See Schedule O. The Framework will be supported by agreed complementary guidelines, to be developed in consultation with the Union.
- 27.6 Teachers will be supported through the Building Inclusive Classrooms professional learning program in relation to working collaboratively with Education Assistants in the classroom. Resources at the local school level are to be used flexibly to assist teachers with management and planning.

28 CURRICULUM IMPROVEMENT PROGRAM AND REPORTING ISSUES

- 28.1 (a) A continuation of the CIP Phase 2 aims to reduce the workload associated with assessment, moderation and reporting through continued simplification and clarification of reporting requirements.
- (b) To this effect, schools will report formally twice a year using a DET reporting template. The DET report template will be subject to negotiation between the parties.
- 28.2 The parties agree to re-establish a Joint Working Party with terms of reference jointly determined to monitor, and make recommendations regarding the workload associated with the CIP Phase 2 and associated reporting issues within the life of this Agreement.
- 28.3 Specific action to address the issue includes:
- (a) Development of guidelines to assist schools in the interpretation of assessment and reporting policy requirements including the collection of evidence in supplementary electronic files.
 - (b) School assessment, moderation and reporting practices at the school level will be monitored by District Directors through the School Review process with consideration given to workload implications.
- 28.4 (a) A review of the CIP Phase 2 underpinned by the Parties jointly determining terms of reference to be completed by 30 November 2006.

- (b) A Joint Union and DET Steering Group to consider the recommendations, provide comment and monitor the implementation of agreed responses.

28.5 In the interim, resources be provided to schools to enable:

- (a) Participation as required, in Making Consistent Judgements (MCJ) professional learning for teachers working in Years 3, 5, 7 and 9 and all teachers' participation in moderation activities over a period of five years.
- (b) Access for teachers in Years 3, 5, 7 and 9 to intra and interschool moderation activities.
- (c) Access, as required, to School Information System (SIS) training for the purposes of reporting and assessing.
- (d) Access to computers for the purposes of using SIS, with remote access dial-up service through Notebooks for Teachers Program continuing in Semester 1, 2006 and beyond.
- (e) Teachers in targeted years will be provided additional support for inter and intra-school moderation activities using existing school resources.
- (f) Ongoing development and provision of K-10 curriculum planning, assessment and moderation support materials with clear links to the Curriculum Framework and student outcomes. This initiative is to be funded and co-ordinated through central office.

28.6 DET will provide a report on how it is addressing Clause 28.5 on a term by term basis.

29 TRAVEL TO UNDERTAKE NORMAL TEACHING DUTIES
(SPECIFIC EMPLOYEE GROUPS)

The Employer recognises that some employees are required to travel to undertake their normal teaching duties. The Employer will explore time off in lieu arrangements or the payment of an allowance to compensate employees for travelling time undertaken outside normal working hours.

30 TEACHERS' DUTIES WORKING PARTY

- 30.1 It is recognised that the key role of teachers is to develop and implement teaching and learning opportunities for students.
- 30.2 Within the school community, teachers have undertaken responsibility for an increasing number of administrative and other tasks that places pressure on their ability to concentrate on developing and delivering quality teaching and learning.
- 30.3 The Department and the SSTUWA have acknowledged in Clause 10 Context of this Agreement that teacher workload and work intensification are priority areas of focus and action.
- 30.4 Accordingly, the Parties agree to re-establish the Joint Employer-Union Teachers' Duties Working Party (TDWP) to progress the current examination of teachers' workload, including the identification of administrative duties currently performed by teachers, instructional time, DOTT time and yard duty during the life of the Agreement.
- 30.5 As a starting point the TDWP will compile an agreed list of administrative and other tasks teachers currently perform. It is recognised that many of these tasks are necessary to the efficient running of schools and are system requirements. The TDWP will review these tasks with a view to recommending the deletion or modification of the tasks that are unnecessary or inefficient.

- 30.6 Agreement in relation to the elimination, modification or reallocation of administrative and other duties currently performed by teachers is a necessary first step to addressing teacher workloads.
- 30.7 The parties agree that any action arising from Clause 30.6 is subject to the following:
- (a) will be clearly described;
 - (b) is designed to reduce the administrative workload of teachers; and
 - (c) may require additional staffing to support the transfer of duties, including the development of a new School Education Act positions, including “assistant teachers”. The qualifications for entry, role description, process for selection and location of such persons to be agreed between the Parties.
- 30.8 The TDWP will also examine additional strategies to address teachers’ workloads – in particular it will consider further improvements in primary DOTT time in an endeavour to address the particular workload issues confronting primary school teachers. The TDWP will consider recommending such improvements for inclusion in future Agreements.
- 30.9 In the examination of the effectiveness of the different ways to alleviate workload, the TDWP will develop various models that may be trialled or piloted with appropriate resources in agreed selected schools.

PART 5 PROFESSIONAL DEVELOPMENT

31 PROFESSIONAL LEARNING INSTITUTE

- 31.1 (a) The Professional Learning Institute will continue to be managed through a peak body with DET and Union representation and guided by the development of an agreed concept paper.
- (b) The Parties will continue the further development of the Professional Learning Institute.
- (c) This initiative will be supported by funding of a further \$0.5 million per annum.
- (d) The Professional Learning Institute will implement the leadership development strategy through the Leadership Centre, with the current level of funding of the Leadership Strategy continuing.
- 31.2 The “Institute” will have responsibility for supporting the management and provision of Professional Learning in line with the agreed draft Professional Learning Framework.
- 31.3 The Professional Learning Institute will facilitate the provision of professional development in the system through:
- (a) Promotion of the application of principles of best practice in the development and provision of professional learning opportunities.
- (b) Monitoring professional learning proposals for the purpose of ensuring adequacy and appropriate targeting, with consideration of workload implications.
- (c) Identifying and mapping of current learning opportunities within the system which support teacher and administrator career paths.
- (d) Development of a comprehensive leadership development strategy.
- (e) Development of a comprehensive induction program for graduate teachers.
- (f) Development of a comprehensive induction program for the Remote Teaching Service.
- (g) Development of other relevant professional learning opportunities.
- (h) Supporting and initiating research to monitor and improve the quality and effectiveness of professional learning.
- 31.4 (a) The Parties will establish an expert group to advise on professional learning and research.
- (b) The membership of this Advisory Group will be jointly agreed between the Parties.
- (c) The Advisory Group will be in operation within six (6) months of the registration of this Agreement.

32 PERFORMANCE MANAGEMENT

- 32.1 Nothing in this clause or this Agreement will be taken to in any way alter the rights and obligations of the Employer and employees pursuant to those instruments listed in this clause, or in any way affect their meaning or interpretation.

32.2 The Parties to this Agreement acknowledge the primary requirement for Performance Management of employees working under this Agreement arises from s 29(1)(i) the Public Sector Management Act 1994, the Performance Management Standard and the agreed Policy Framework for Performance Management

POLICY

1. All staff of the Department will participate in a Performance Management process consistent with the Public Sector Standards on Performance Management.
2. The Performance Management process will be directly linked to the intended outcomes of the school/workplace and thus to the Department's purpose.
3. Staff in supervisory roles will be responsible for the managing, through a formal process of planning, implementation and review, the performance of the staff they supervise.
4. The Performance Management process will include the following components:
 - Staff regularly demonstrate accountability for their performance;
 - Staff have access to growth and development opportunities; and
 - Staff members have access to quality and timely feedback.

32.3 Performance Management recognises that people make the fundamental difference to what the Department achieves as an organisation. Trust, mutual respect and confidence will be fostered in the workplace if the Performance Management process is undertaken based on openness, fairness, recognition of achievement, demonstration of accountability and will value individuals.

- 32.4
- (a) The performance manager will maintain confidentiality.
 - (b) Information and documentation produced during the Performance Management process is to be kept in a secure place and confidential.
 - (c) Information produced in the Performance Management process is part of official human resource records and officers of the Department who have good reason to view completed or partly completed documents as part of their roles are allowed to do so. For example, if an audit is being carried out on Performance Management processes throughout the Department, auditors may access relevant documents or where a line manager changes the new manager can gain access to previous Performance Management documentation.

32.5 Performance Management is usually conducted between an individual and his/her immediate line manager. In the event there is a breakdown in relations an employee may request an alternative performance manager.

32.6 The planning and review stages of the Performance Management process are between the individual and his/her line manager and there is scope for team level involvement at other stages of the Performance Management process.

- 32.7
- (a) The Parties will establish a set of agreed principles for the development of standard Departmental templates for use in the Performance Management of teachers and other categories of staff.
 - (b) Changes to standard Departmental templates will be the subject of consultation and collaboration between the Parties.

32.8 The following documents support the Performance Management process—DET Competency Framework for Teachers 2004, s.64 School Education Act 1999 for teachers, the Leadership Framework and job description forms for administrators.

- 32.9 (a) To establish an understanding of the participants' rights and obligations minimum training in the use of the Department's Performance Management CD Rom for all staff and line managers will be provided using the one-hour Power Point provided in the CD itself.
- (b) By the end of 2007, all school administrators will have access to training in the use of the Performance Management templates.
- 32.10 The provisions of Clause 111 Grievance Resolution Procedure may be accessed in relation to Performance Management.

PART 6 TRANSFER

33 TRANSFER AND PLACEMENT OF TEACHING STAFF

- 33.1 The Parties continue to monitor and review the Teachers' Transfer System over the life of this Agreement.
- 33.2 The transfer and placement of teachers will be according to the annual Application for Transfer for Teachers and School Psychologists as published on the DET website and for Local Selection as per the Local Recruitment, Selection and Appointment of Teaching Staff Policy, Procedures and Guidelines as of 2005.
- 33.3 Referred Teachers
- A dedicated unit for the placement of referred teachers trialled in 2005 will continue its operations as an integral component of the transfer process.
- 33.4 For the purposes of transfer, a "referred teacher" is a teacher who is permanent, but will or does not hold a substantive position in a school and includes:
- (a) Category 1 – Teachers forced to transfer because of school closure or decreasing enrolments; teachers completing requirements of the Remote Teaching Service [pre 1998] and accepted workers' compensation cases who are unable to return to their substantive positions.
 - (b) Category 2 – Teachers in promotional positions who are retrogressing to classroom teacher status.
 - (c) Category 3 – Teachers completing limited tenure positions who do not have teaching positions held for them and teachers completing tenures in the Flexibility in Schools Project (FISP) schools.
 - (d) Category 4 – teachers with special circumstances who have been nominated for relocation by their District Directors; teachers nominated by Employee Support Services for relocation in the context of specialist medical information as endorsed by Staffing Directorate.
- 33.5 New categories of referred teachers may be determined between the Parties.
- 33.6 Transfer Points
- The Parties will jointly develop a modified transfer points system with reference to the Final Report of the Joint AEU/DET Transfer Review Working Party (CA 2004, Clause 32).
- 33.7 Teachers who are long serving (15 or more years) in their schools be given the opportunity to become eligible for priority transfer in the main transfer process, as described in the Final Report of the Joint AEU/DET Transfer Review Working Party.
- 33.8 Transfer System
- A modified version of "rolling" transfers as described in the Final Report of the Joint SSTUWA/DET Transfer Review Working Party (CA 2004, Clause 32) to be introduced with a Joint AEU/DET Review in 2007 after two cycles.
- 33.9 DET will ensure the continuance of an agreed viable centralised Transfer System which aims to increase mobility and transfer for rural and remote teachers.
- (a) To that end, after the referred teacher processes are completed, a proportion of all remaining local selection and central transfer metropolitan vacancies be quarantined for the placement of

teachers returning from rural and remote postings. These will be calculated according to the process in Schedule P.

(b) The proportion of vacancies to be determined annually on the basis of the process.

33.10 The implementation and effectiveness of recommended changes in the Final Report of the Joint AEU/DET Transfer Review Working Party (CA 2004, Clause 32) to the transfer system will be monitored and reviewed following annual placement cycles.

33.11 The process for the review and monitoring of the implementation of Local Selection be jointly established between the Parties and a report to the Parties be completed by November 2006.

PART 7 TEACHER CAREER STRUCTURE

34 TEACHER CAREER STRUCTURE

34.1 The teacher career structure consists of:

- (a) Graduate Teacher, a teacher in his/her first two years of teaching,
- (b) Teacher, a teacher who has taught for more than 2 years;
- (c) Senior Teacher 1 and 2 , a teacher who has successfully completed the Senior Teacher process as per Clause 36.
- (d) Level Three Classroom Teacher, a teacher who has attained L3 Classroom Teacher status as per Clause 37.

34.2 In the event an unqualified person, before graduation, is required to fill a teaching vacancy, such an employee who is on fixed term or permanent employee shall be employed at a salary level of no less than 1.5 and will enjoy the entitlements as described for graduate teachers.

35 GRADUATE TEACHERS

35.1 (a) Graduate Teacher Allowance

- (i) Graduate teachers in their first two (2) years of employment will receive an additional allowance of \$ 800 per annum.
- (ii) The graduate teacher allowance is paid as soon as practicable after commencement of employment.

(b) Graduate Teacher Policy

- (i) The Parties collaborate in the development of a Graduate Teacher Policy which identifies the particular needs of Graduate Teachers and establishes system responsibilities as they apply to central, district and school levels.
- (ii) The Parties establish a Joint Working Party to develop the policy, timeline for implementation, and monitor and review its implementation.

(c) Graduate Teacher Induction

The Graduate Teacher Induction Program will have three components:

- (i) Graduate Teacher release time
 - In the first year of teaching, additional non-contact time of 0.05 FTE per week will be provided to each Graduate Teacher.
 - Part time Graduate Teachers will receive a pro rata allocation.
 - While it is expected that this time allocation is available to graduates on a regular basis, it can be accumulated over no more than a term to accommodate different contexts and needs.

- The release time can be used for purposes in accordance with Clause 20 Duties Other Than Teaching (DOTT) Time; and to provide release for participation in professional learning activities.

(ii) Graduate Teacher Professional Learning Program

- Over the first two years of teaching Graduate Teachers are required to participate in a structured professional learning program designed by the Professional Learning Institute.
- Part time Graduate Teachers have access to the program and may complete it over a longer time-frame;
- An additional 2 days teacher relief each year is available to schools to support the participation of each graduate in the program; and

(iii) Graduate Teacher Collegial Support Program

- In the first year of teaching each Graduate Teacher is provided with regular in-class and mentor support. This is provided by district or school-based Collegial Support Teachers, trained by the PLI in mentoring, instructional practice and classroom management.
- A range of models for collegial support will be developed by the Professional Learning Institute, in consultation with the Union, districts and schools, to accommodate different contexts and needs.
- The minimum resource allocation is 1 FTE per 30 Graduate Teachers.

35.2 The Parties agree that the strategies designed to assist Graduate Teachers to develop their competence and manage workload will be regularly evaluated to further develop and implement improvements. The PLI will manage the evaluation processes in consultation with the Union.

35.3 A list of entitlements for graduate teachers to be included in Schedule S of the Agreement.

35.4 The Parties to jointly develop a process to enable tracking of the provision of graduate entitlements.

36 SENIOR TEACHERS

36.1 The Parties acknowledge that there is a need to retain competent experienced teachers in duties directly associated with classroom teaching and learning and to reward the excellent work and professionalism of experienced classroom teachers who do not wish to move into an administrative role.

36.2 Salary

The remuneration for Senior Teachers will be in accordance with Clause 50 Teacher Salary Increases.

36.3 Teachers may progress to Senior Teacher effective from the first pay period on or after the date on which the teacher notifies the Department of satisfactory completion of the criteria as prescribed in Clause 36.7 and 36.8. Progression shall not occur any earlier than the date of notification to the Department.

36.4 Progression from Senior Teacher 1 to Senior Teacher 2 is automatic subject to satisfactory service.

36.5 Where a teacher currently in receipt of the senior teacher allowance (Advanced Skill Teacher) elects not to progress to the Senior Teacher classification they will retain the pre 2004 allowance and continue to undertake the duties.

36.6 Senior Teacher Duties

In addition to the duties and responsibilities of a teacher as prescribed at Clause 18, Senior Teachers are required to perform as an additional function duties as prescribed at Schedule D of this Agreement. Additional functions will be negotiated subject to an assessment of workload.

Criteria for Progression to Senior Teacher Classification

Applicable to August 2007

36.7 To progress to the Senior Teacher classification teachers must:

- (a) (i) Complete a minimum of 24 months (2 years) full time equivalent service at Level 2.3 of the salary scale; and
- (ii) Undertake relevant professional development as agreed between the Parties; or one (1) unit of relevant study at a University or TAFE College or agreed professional learning.
- (b) Professional development will be available within and outside school hours.

Applicable from August 2007

36.8 To progress to the Senior Teacher classification teachers must:

- (a) (i) Complete a minimum of 12 months (1 year) full time equivalent service at Level 2.4 of the salary scale; and
- (ii) Undertake relevant professional development as agreed between the Parties; or one (1) unit of relevant study at a University or TAFE College or other agreed professional learning.
- (b) Professional development will be available within and outside school hours.
- (c) Teachers may make application to commence required professional learning in the year at which they reach the level 2.2 salary.

37 LEVEL 3 CLASSROOM TEACHERS

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

37.2 Application for Level 3 Classroom Teacher status is open to permanent or temporary Department of Education and Training teachers. Applicants must be employed by the Department of Education and Training at the time of lodging the application.

37.3 (a) The Level 3 Classroom Teacher application process, as described in Level 3 Classroom Teacher Information and Guidelines will be available on an annual basis.

- (b) Level 3 Teachers are required to negotiate additional duties as per the Level 3 Classroom Teacher Information and Guidelines. The Parties agree to an ongoing process of consultation regarding the Level 3 Classroom Teacher Information and Guidelines.
- (c) This policy and guidelines to be subject to annual review and agreement between the Parties.

37.4 Banking of Competencies

- (a) L3 Classroom Teacher status is achieved when an applicant reaches the required standard in the Level 3 Classroom Teacher application process.
- (b) Five Portfolio Competencies Achieved Standard

The applicant may choose to engage in the second stage of the process in the year in which the successful portfolio was submitted, or any or all of the following two years.
- (c) Three or Four Competencies Achieved Standard
 - (i) An applicant achieving the required standard in three or four competencies in the portfolio may bank those competencies for a maximum period of three years, as of the advice of success.
 - (ii) The applicant may resubmit the unsuccessful competencies in either or both of the following years.
 - (iii) If these competencies reach the required standard the applicant may undertake the second stage process.
 - (iv) An applicant can use the successfully completed portfolio to enable participation in up to two (2) second phase processes.

37.5 Career Path

- (a) From August 2007, a new increment Level 3.2 will be established.
- (b) Progression from salary increment 3.1 to 3.2 is automatic, subject to satisfactory service of a minimum of 12 months at Level 3.1.
- (c) Where a Level 3 classroom teacher has worked in this role at Level 3.2 for at least twelve (12) months and is promoted to a Level 3 school administrator position, they will commence at Level 3.2 of the school administrator classification structure.
- (d) The Parties agree to an ongoing process of consultation regarding the Level 3 Classroom Teacher Information and Guidelines.
- (e) A Joint Working Party will be established to review the Level Three Classroom Teacher career pathway, application process and responsibilities. A report back to the Parties will be made by the end of semester 1, 2007.

PART 8 EDUCATION LEADERS

38 COMMENCEMENT OF SCHOOL YEAR

38.1 The Parties agree that all schools will be open for a minimum of four (4) working days prior to students returning to school from the summer vacation as set out in the following schedule:

	2007	2008	2009	2010
Administrators' return date	Wednesday 24 January	Tuesday 29 January	Tuesday 27 January	Monday 25 January

38.2 All school administrators employed pursuant to the School Education Act 1999 are available to ensure that all necessary preparation for the commencement of the school year occurs, including for example:

- Student enrolments.
- Timetabling requirements.
- System initiatives.
- Staff placements.
- Student placements.

38.3 To ensure availability of appropriate directed training and professional development for the proper conduct of the administrator role, a maximum of one (1) day may be spent on directed professional development for administrators following consultation between the District Director and the administrator. This is undertaken as part of the minimum period prescribed at Clause 38.1.

38.4 The professional development undertaken following consultation between the District Director and the administrator will be linked to the Department's strategic plan to ensure effective leadership in student learning outcomes, administrative and operational systems and resourcing including the effective management of financial and physical resources.

39 DUTIES OF SCHOOL ADMINISTRATORS

39.1 It is acknowledged that Principals have:

- (a) Primary responsibility for the effective educational leadership of the school/worksite; and
- (b) End of line responsibility for the effective operation of the school and the establishment and management of administrative and operational systems and resources including financial and physical resources.
- (c) Such end line responsibility includes welfare and wellbeing of staff, supporting systemic succession planning and aiding in awareness raising career aspirations and potential of staff.

39.2 The Principal is accountable to the line manager for the effective operation of the school and for demonstrating that the school is operating according to Departmental policy. The school plan provides the means for reporting both to the line manager and to a school decision-making group.

39.3 Primary Deputies:

- (a) The most appropriate teaching role for primary school deputy is specialist or support teacher.
- (b) Duties and responsibilities undertaken by deputy principals will be determined at the school level through consultative processes, in accordance with the JDF and with consideration of workload implications.

39.4 Workload /Duties

- (a) Administrators shall work all such reasonable hours as are required to satisfactorily fulfil the requirements of the duty statement and to ensure the operational effectiveness of the school, including planning and preparation so that the instructional year is fully utilised for the teaching/learning program and that consideration of work-life balance be taken into account.
- (b) The Parties acknowledge that in a number of areas dealt with in this Agreement some of the work involved in the successful management of the processes require use of out of instructional hours time.
- (c) No school administrator shall be required to perform an unreasonable or excessive workload during the school year.

39.5 (a) A Joint Union - DET Working Party be established to examine workload issues for administrators and means by which reasonable workloads can be established, with a particular focus on level 3 administrators.

- (b) The work undertaken may include an independent review of duties undertaken and hours worked at all DET administrator levels.
- (c) This Joint Working Party to report back on progress to the relevant executives of the Parties by the end of 2006 with the commencement of any agreed actions during the life of the Agreement.

39.6 A Joint Review of the middle school structure to examine the administrator career path will be undertaken during the life of the Agreement.

39.7 Time for Administrative Duties

- (a) Within existing school resources, Principals Level 4 and above are not required to have a teaching component.
- (b) The Parties will develop an agreed schedule of minimum entitlement to administrative time for teaching administrators. The schedule to be completed by the end of 2006 for implementation at the commencement of 2007.

39.8 Professional Learning

- (a) DET will support the development of opportunities for the professional growth of administrators and aspirant administrators.
- (b) Development of a comprehensive leadership development strategy will be facilitated through the Professional Learning Institute.

39.9 Laptop and Remote Access

Laptop remote access is available to administrators where suitable facilities exist at home.

- 39.10 The Staffing Formula will be adjusted to provide an additional eighty (80) minutes administration time per week for each Head of Department allocated to the school through the Level 3 Heads of Departments formula.
- 39.11 Where Heads of Departments already have access to above minimum administrative time entitlement due to local arrangements, the time allocated for administrative duties may not require adjustment.

40 REVIEW OF CLASSIFICATION STRUCTURE

- 40.1 Upon completion of the review of the classifications and classification system applying to school administrators, as provided for in Clause 29 of the Government School Teachers' and School Administrators' Certified Agreement 2000, the Department will, upon registration of this Agreement, in consultation with the Union, evaluate the report and forward recommendations to the Department's Classification Review Reference Group as soon as possible thereafter.
- 40.2 A report on the Classification Review be completed within six (6) months of the registration of the replacement Agreement.
- 40.3 The implementation of agreed recommendations from the Classification Review Reference Group shall occur through a process jointly agreed by the Parties.

41 EDUCATION AND SCHOOL DEVELOPMENT OFFICERS

This Part shall apply to those persons who are employed as Education Officers and School Development Officers.

Where there is an inconsistency between this Part and the provisions of the Agreement, the provisions of this Part shall prevail.

41.1 Hours of Duty

- (a) Except as provided in this Part, the ordinary hours of work shall be 150 hours per four (4) week period with an average of 37.5 hours per week.
- (b) The normal hours of work are 7.5 hours per day.
- (c) Within each four (4) week period extra hours may be accumulated and used at a later date. Hours may be accumulated up to the equivalent of 37.5 hours (maximum) during any four (4) week period.
- (d) Accumulated hours may be cleared in the form of hours, days or weeks off, as agreed between the employee and their line manager provided that, as far as practicable, employees clear their accumulated hours during school holidays.
- (e) It is the employee's responsibility to arrange to clear accumulated hours. Hours are not cumulative and must be cleared by the end of each calendar year in which they are accumulated, except when action by the Employer or other extenuating circumstances prevent such clearance.
- (f) Adequate employee records of time worked, time off in lieu and any period of time off will be maintained and either kept at the work site or will be accessible to the work site.

41.2 Annual Leave

- (a) An Education Officer is entitled to four (4) weeks annual leave to be taken at a time agreed in consultation with the Employer.
- (b) DET has the discretion to close District Offices over the Christmas – New Year period.

- (c) A School Development Officer is entitled to payment of salaries and allowances during school vacation periods. School Development Officers are required to be on duty for four (4) weeks per year when teachers are on vacation. This period shall be agreed in consultation with the line manager, provided the work of the Department is not inconvenienced.

41.3 Salaries

- (a) Employees will receive the following salary increases during the term of this Agreement.

- 2.5% effective from the first pay period on or after 1 August 2006;
- 2.0% effective from the first pay period on or after 1 February 2007;
- 2.0% effective from the first pay period on or after 1 August 2007;
- 2.5% effective from the first pay period on or after 1 February 2008.

- (b) Salaries for Education Officers shall be paid in accordance with the following table:

	Current Rate	August 2006	February 2007	August 2007	February 2008
Education Officers					
1.1	\$50,397	\$51,657	\$52,690	\$55,068	\$56,445
1.2	\$53,243	\$54,574	\$55,666	\$58,178	\$59,632
1.3	\$56,082	\$57,484	\$58,634	\$61,280	\$62,812
1.4	\$58,928	\$60,401	\$61,609	\$64,389	\$65,999
1.5	\$61,768	\$63,312	\$64,578	\$67,493	\$69,180
1.6	\$64,609	\$66,224	\$67,549	\$70,597	\$72,362
1.7	\$66,717	\$68,385	\$69,753	\$72,900	\$74,723
2.1	\$68,828	\$70,549	\$71,960	\$75,207	\$77,087
2.2	\$71,364	\$73,148	\$74,611	\$77,979	\$79,928
2.3	\$74,215	\$76,070	\$77,592	\$81,094	\$83,121
3.1	\$77,344	\$79,278	\$80,863	\$84,512	\$86,625
3.2	\$79,299	\$81,281	\$82,907	\$86,649	\$88,815
3.3	\$81,257	\$83,288	\$84,954	\$88,788	\$91,008

(c) Salaries for School Development Officers shall be paid in accordance with the following table:

	Current Rate	August 2006	February 2007	August 2007	February 2008
School Development Officers					
1.1	\$48,744	\$49,963	\$50,962	\$53,261	\$54,593
1.2	\$51,590	\$52,880	\$53,937	\$56,372	\$57,781
1.3	\$54,431	\$55,792	\$56,908	\$59,476	\$60,963
1.4	\$57,277	\$58,709	\$59,883	\$62,585	\$64,150
1.5	\$60,111	\$61,614	\$62,846	\$65,682	\$67,324
1.6	\$62,951	\$64,525	\$65,815	\$68,785	\$70,505
1.7	\$65,062	\$66,689	\$68,022	\$71,092	\$72,869

41.4 Career Structure

The Parties will establish a Joint Working Party to develop a future career and salary structure for Education and School Development Officers during the life of this Agreement.

41.5 Professional Learning

- (a) Education and School Development Officers are entitled to access professional learning opportunities through the PLI and the Leadership Centre.
- (b) Recommendations from the joint career structure working party with regard to professional learning will be considered for planning and development through the Professional Learning Institute.

41.6 Travel

Travel shall be as prescribed in Clause 87 and Schedule E.

42 DIRECTOR SCHOOLS, DISTRICT DIRECTORS AND AREA DIRECTORS

42.1 Hours of Duty

- (a) The ordinary hours of work shall be 150 hours per four (4) weekly period with an average of 37.5 hours per week to be worked.
- (b) The normal hours of work are 7.5 hours per day.

42.2 Annual Leave

- (a) Employees shall be entitled to four (4) weeks annual leave to be taken during the school vacation period.
- (b) Subject to the approval of the Employer, an employee may be allowed to proceed on annual leave other than in the period specified in Clause 42.2(a) of this clause provided the work of the Department is not inconvenienced.

42.3 Compensatory leave

- (a) Directors are entitled to ten (10) days compensatory leave in recognition of the work required to be undertaken by District Directors outside of normal working hours.
- (b) Such leave be negotiated between the employee and the Employer.

- (c) It is the employee's responsibility to arrange to clear compensatory leave hours. Hours are not cumulative and must be cleared in the school year in which they are accumulated, except when action by the Employer or other extenuating circumstances prevent such clearance.

42.4 Salaries

- (a) Employees will receive the following salary increases during the term of this Agreement.

- 2.5% effective from the first pay period on or after 1 August 2006;
- 2.0% effective from the first pay period on or after 1 February 2007;
- 2.0% effective from the first pay period on or after 1 August 2007;
- 2.5% effective from the first pay period on or after 1 February 2008.

- (b) Salaries for Directors shall be paid in accordance with the following tables:

	Current Rate	August 2006	January 1/1/2007	February 2007	August 2007	February 2008
Director Schools, District Directors and Area Directors						
Year 1	\$101,624	\$104,165	Collapsed into current year 2			
Year 2	\$105,159	\$107,788	(1) \$107,788	\$109,944	\$114,905	\$117,778
Year 3	\$109,190	\$111,920	(2) \$111,920	\$114,158	\$119,310	\$122,293
Year 4	\$111,712	\$114,505	(3) \$114,505	\$116,795	\$122,065	\$125,117
Area Directors						
Year 1	\$88,842	\$91,063	\$91,063	\$92,884	\$97,076	\$99,503
Year 2	\$92,202	\$94,507	\$94,507	\$96,397	\$100,747	\$103,266
Year 3	\$96,392	\$98,802	\$98,802	\$100,778	\$105,326	\$107,959

42.5 Career Path

- (a) The Parties recognise the pivotal importance within the Department of senior management roles, including that of Director Schools, District Director and Area Director.
- (b) The Parties will establish a Joint Consultative Committee to review current practice in relation to career paths and career development and develop agreed recommendations.
- (c) An interim progress report be brought to the Parties by the end of 2006.

42.6 Professional Learning

- (a) Directors to access professional learning opportunities through the Professional Learning Institute (PLI) and the Leadership Centre.
- (b) Recommendations from the Joint Consultative Committee with regard to professional learning will be considered for planning and development through the Professional Learning Institute.

42.7 Distribution of Schools

- (a) To enable District Directors to effectively undertake their role, a maximum number of schools be negotiated with their Executive Director.
- (b) In negotiating number of schools, the following factors be considered - school classification, school type (e.g. education support, District High School), complexity (e.g. socio-economic, level of staff experience) location and associated travel requirements be considered in determining the number of schools and colleges that will fall within the purview of a District Director.

PART 9 POST COMPULSORY EDUCATION

43 OPERATIONAL FRAMEWORK

- 43.1 Both Parties are committed to responding to the changing environment and delivering post compulsory education programs. The Parties agree to work together to ensure the effective promotion and delivery of quality programs and the ongoing monitoring and improving of services.
- 43.2 To meet the needs of post compulsory education students, including adults undertaking further education or re-entering education, the Parties acknowledge the need to provide flexibility in the delivery of education programs.
- 43.3 The Parties acknowledge that to meet community requirements for flexibility in the delivery times of educational programs there is a need to maintain the ordinary conditions of employment of teachers delivering those education programs.
- 43.4 To achieve flexibility, the parties acknowledge that the following schools may operate outside of the “normal” school day:
- Cyril Jackson Senior Campus
 - Mandurah Senior Campus
 - Mindarie Senior Campus
 - North Lake Senior Campus
 - Sevenoaks Senior Campus
 - Shenton College
 - Belmont City College
 - Eastern Goldfields College
 - Mount Lawley SHS
- 43.5 To respond to the needs of students for flexibility in delivery times of education programs the parties agree that:
- (a) The ordinary hours of duty for teachers involved in the delivery of Curriculum Council programs to Year 11 and 12 school age students or adults shall be between 7.30am and 5.30pm, unless otherwise agreed.
 - (b) The ordinary hours of duty for teachers involved in the delivery of Curriculum Council and adult education programs to Year 11 and 12 school age students and adults shall be between 7.30am and 10pm, unless otherwise agreed.
 - (c) Teachers shall only work outside the “normal” school day by agreement.
- 43.6 The Parties agree that the maximum teaching hours and duties other than teaching (DOTT) time provided in Clauses 19 and 20 respectively of this Agreement continue to apply.
- 43.7 The Parties agree to the establishment of a Reference Group to consider and make recommendations pertaining to the issues associated with the implementation of flexible delivery of post compulsory educational programs.

43.8 In considering flexible working arrangements the worksite shall prepare a submission for consideration by the Employee Relations Executive Committee (EREC), using the jointly agreed application form. Such submission shall address the following matters:

Consultation

- (a) The Parties agree that consultative and decision making processes will be established and adhered to so that all stakeholders, including school staff, the SSTUWA and the parent community, input into the planning and implementation.
- (b) Other than in the case of new schools, the Principal shall discuss flexible delivery arrangements with staff prior to referral to EREC.

Equity

Flexible delivery arrangements shall comply with the operation of Clause 8 Prevention of Discrimination. This should be considered specifically with regard to:

- Scope of hours and staff meetings.
- Family Responsibilities.
- Professional development, study requirements and personal development commitments.
- Part-time and job-sharing arrangements.

Occupational Safety and Health

Flexible delivery arrangements shall comply with the operation of Clause 39 Occupational and Safety and Health and relevant Occupational Safety and Health legislation.

Working Conditions

- (a) Flexible delivery programs shall not include any diminution of teacher and administrators working conditions as outlined in this Agreement.
- (b) The Parties agree that the total vacation periods applicable to teachers will continue to apply.

43.9 All submissions regarding flexible delivery arrangements, including variations to existing flexible arrangements, will be submitted to EREC, using the jointly agreed application form, with sufficient time to enable decisions to be made by no later than June 30 in the year prior to the commencement of the school year in which the changes are intended to be implemented.

43.10 In the first instance, class sizes will be as stipulated within this Agreement. However where classes are varied, e.g. lectures or tutorials, they must be resourced appropriately and adequate supervision ensured. In such cases, there must be recognition of additional workload and marking loads where relevant. Class sizes for VET subjects will reflect the demands of the course in terms of practical work, workplace learning, accountability requirements, etc.

43.11 Any individual grievances are to be subject to the processes provided for in Clause 111 Grievance Resolution Procedure of this Agreement.

43.12 The current flexible delivery arrangements of educational programs at the schools specified in Clause 43.4 will continue to apply. However, any proposed changes from those arrangements in place as at the date of registration of this Agreement are to be referred to EREC in accordance with Clause 43.8.

43.13 Any disputes arising from this clause will be dealt with by EREC. If EREC is unable to resolve such a dispute, either party to this Agreement may refer the matter to the Industrial Relations Commission.

44 SENIOR COLLEGES – CANNING AND TUART COLLEGES

44.1 The application of provisions contained within this clause only applies to employees at the Senior Colleges of Canning and Tuart.

44.2 Conditions

(a) The provisions of Clause 43 shall not apply to Canning and Tuart Senior Colleges where the conditions of employment as described in Schedule Q of the Agreement shall continue.

(b) All appointments to Canning and Tuart Senior Colleges will comply with DET’s staffing policies and procedures and the Public Sector Standards.

44.3 Casual Employment

(a) Definition

Casual lecturers are employed by the hour and are entitled solely to the casual hourly rate of pay for each hour of lecturing worked. Casual lecturers are not entitled to the leave and other provisions of this Agreement.

(b) Conditions of employment

(i) Casual employees shall receive a 20% loading, in lieu of all conditions of employment, leave, allowances and other entitlements provided for under the provisions of this Agreement.

(ii) Nothing in this clause will confer “permanency” or “temporary” status on casual employees.

(iii) Casual employees are paid by the hour for each hour worked.

(c) Rates for Casual Employees

Casual employees at the Canning and Tuart Senior Colleges are to be paid in accordance with the following rates, inclusive of the 20% loading.

	Current Rate	August 2006	February 2007	August 2007	February 2008
Hourly Rate	\$40.87	\$43.90	\$44.78	\$47.74	\$48.93

(d) Termination of Casual Employees

The employment of a casual employee may be terminated at any time by the casual employee or the Employer giving to the other, one hour’s prior notice. In the event of the employment or the employee failing to give the required notice, one hour’s salary shall be forfeited or paid.

44.4 Senior College Review – Canning and Tuart Senior Colleges.

The parties will establish a Joint Working Party to review the terms and conditions operative at Canning and Tuart Senior Colleges.

- (a) The terms of reference of the review are to be agreed between the Parties.
- (b) A report on the progress of the review will be provided to the Parties by the end of 2006.
- (c) The agreed recommendations from the Joint Working Party will be considered for inclusion in the next Agreement.

45 POST COMPULSORY

45.1 Review and Evaluation

- (a) The Parties agree to the establishment of a Joint Reference Group comprising representation from the Union, DET and the Curriculum Council to monitor and provide recommendations for the ongoing development of the new courses of study.
- (b) Processes will be established to ensure that the voices of practitioners are heard.

45.2 Support Materials and Professional Learning

- (a)
 - (i) DET will develop multimodal support materials and professional learning to meet the needs of teachers through Teacher Development Centres. These will complement those developed by the Curriculum Council.
 - (ii) As the new courses of study are being phased in, Curriculum Council support materials will be available a minimum of six months prior to the proposed implementation period.
 - (iii) Appropriate resources will be available for teachers to enable implementation of the new courses of study.
 - (iv) Consideration of workload and work-life balance will be taken into account when scheduling professional development.
- (b)
 - (i) Through the ongoing establishment of Teacher Development Centres, teachers will be supported with implementation in each of the courses of study.
 - (ii) Programs, assessment tasks and other support materials including mentoring and professional learning will be developed.
 - (iii) Monitoring of the impact of Teacher Development Centres will be undertaken, with a joint review of the Teacher Development Centre program to be completed in 2009.

46 EXTENSION TO LEAVING AGE

- 46.1 The Parties are committed to supporting the legislative change raising the age at which young people remain engaged in education, training and employment, or a combination of the above. The school leaving age will be raised to 16 years in 2006 and 17 years in 2008. The Parties believe that the continued engagement of young people in education, training, apprenticeships, work or a combination of any or all of the above, will benefit both the individual and the broader community through the development of more knowledgeable, skilled, confident and competent individuals.

- 46.2 The Parties commit to an ongoing collaborative process during the life of the Agreement to implement the raising of the age at which young people remain engaged in education, training and/ or employment.
- 46.3 The Parties agree to establish a Reference Group for the purpose of making recommendations pertaining to the implementation of this legislative change as it relates to the public education system. The reference group to be established within three months of the registration of this Agreement.
- 46.4 This Reference Group will:
- (a) Receive reports on the implementation of the raised school leaving age program;
 - (b) Identify any issues that arise regarding implementation in schools; and
 - (c) Make agreed recommendations to resolve such issues.
- 46.5 In reviewing and evaluating the implementation of the raised school leaving age the reference group will pay particular attention to the following:
- (a) Development of, and resourcing to enable the provision of suitable programs of learning within the school community.
 - (b) Management of student behaviour and resourcing targeted specifically to this cohort of students;
 - (c) Consideration of additional and/or expanded roles and responsibilities for some staff and resourcing to ensure that workload is not increased in making provision for these students; and
 - (d) The extent to which a school may need to access the support of additional services (eg counselling, school psychologist, school nurse, education assistant) in order to more effectively cater for the teaching and learning needs of an individual or group of students.

PART 10 SALARIES AND ASSOCIATED ALLOWANCES

47 ANNUAL INCREMENTS

- 47.1 Unless specifically provided for in this Agreement, progression through increments within levels for part time and full time employees shall be by annual increment on the anniversary date, subject to satisfactory service.
- 47.2 Relief Teachers will automatically progress to the next salary step of the incremental scale on the completion of 200 days worked. For the purposes of accrual towards the 200 days, all days worked from the previous calendar years will be carried over into the next calendar year. Where there is a break between days worked, service will continue to accrue towards the next increment date.

48 ANNUALISATION OF SUMMER VACATION LOADING

- 48.1 Temporary, other than casual, and permanent employees covered by this Agreement will have their summer vacation leave loading, as specified in Clause 11 Summer Vacation Loading of the Teachers (Public Sector Primary and Secondary Education) Award 1993, annualised as detailed in Clause 50 Teacher Salary Increases and incorporated into the base rate of pay effective from December 2000.

49 PAYMENT OF SALARIES

- 49.1 Salaries shall be paid fortnightly by direct funds transfer to the credit of an account nominated by the employee at an approved bank, building society or credit union; provided that where such form of payment is impractical or where some exceptional circumstances exist, payment may be made by cheque.
- 49.2 The fortnightly salary of all employees, both permanent and temporary shall be calculated as follows -

$$\begin{array}{r} \text{Annual Salary} \\ \hline 313 \end{array} \quad \times \quad 12$$

(rounded off to the nearest cent)

- 49.3 The daily rate of salary for any employee is calculated as follows -

$$\begin{array}{r} \text{Annual Salary} \\ \hline 313 \end{array} \quad \times \quad \begin{array}{r} 12 \\ \hline 10 \end{array}$$

(rounded off to the nearest cent)

- 49.4 Casual employees shall be paid pursuant to Clause 13 and the rates specified in Clause 50.3.

Automatic deductions for overpayments can be made in accordance with Clause 58 Recovery of Overpayments of this Agreement.

50 TEACHER SALARY INCREASES

- 50.1 Teachers will receive the following salary increases during the life of this Agreement:
- 2.5% effective from the first pay period commencing on or after 1 August 2006;
 - 2.0% effective from the first pay period commencing on or after 1 February 2007;

- 2.0% effective from the first pay period commencing on or after 1 August 2007;
- 2.5% effective from the first pay period commencing on or after 1 February 2008.

50.2 Salaries shall be paid in accordance with the following table:

	Current Rate	August 2006	February 2007	August 2007	February 2008
Teachers					
LEVEL 1.1	\$33,858	\$34,704	\$35,399	\$36,107	\$37,009
LEVEL 1.2	\$35,617	\$36,507	\$37,238	\$37,982	\$38,932
LEVEL 1.3	\$37,671	\$38,613	\$39,385	\$40,173	\$41,177
LEVEL 1.4	\$39,296	\$40,278	\$41,084	\$41,906	\$42,953
LEVEL 1.5	\$41,838	\$42,885	\$43,743	\$44,618	\$45,733
LEVEL 1.6	\$44,302	\$45,410	\$46,318	\$47,244	\$48,425
LEVEL 1.7	\$48,338	\$49,546	\$50,537	\$51,548	\$52,837
LEVEL 1.8	\$53,150	\$54,479	\$55,568	\$56,680	\$58,097
LEVEL 2.1	\$55,193	\$56,573	\$57,704	\$58,858	\$60,330
LEVEL 2.2	\$57,463	\$58,900	\$60,078	\$61,279	\$62,811
LEVEL 2.3	\$61,330	\$62,863	\$64,121	\$65,403	\$67,038
LEVEL 2.4	-	-	-	\$67,446	\$69,132
Senior Teacher 1	\$62,922	\$64,495	\$65,785	\$69,140	\$70,868
Senior Teacher 2	\$64,180	\$65,785	\$67,100	\$71,067	\$72,844
Level 3.1 Classroom Teacher	\$69,414	\$71,149	\$72,572	\$74,275	\$76,132
Level 3.2 Classroom Teacher	-	-	-	\$75,848	\$77,744

50.3 Casual classroom teachers shall be paid in accordance with the following rates, expressed as a daily rate:

Level	Current Daily Rate	August 2006	February 2007	August 2007	February 2008
LEVEL 1.1	\$128.08	\$131.28	\$133.91	\$136.59	\$140.00
LEVEL 1.2	\$134.75	\$138.12	\$140.88	\$143.70	\$147.29
LEVEL 1.3	\$142.50	\$146.06	\$148.98	\$151.96	\$155.76
LEVEL 1.4	\$148.66	\$152.38	\$155.42	\$158.53	\$162.50
LEVEL 1.5	\$158.28	\$162.24	\$165.48	\$168.79	\$173.01
LEVEL 1.6	\$167.59	\$171.78	\$175.22	\$178.72	\$183.19
LEVEL 1.7	\$182.91	\$187.48	\$191.23	\$195.06	\$199.93
LEVEL 1.8	\$201.07	\$206.10	\$210.22	\$214.42	\$219.78
LEVEL 2.1	\$208.82	\$214.04	\$218.32	\$222.69	\$228.25
LEVEL 2.2	\$217.40	\$222.84	\$227.29	\$231.84	\$237.63
LEVEL 2.3	\$232.01	\$237.81	\$242.57	\$247.42	\$253.60
LEVEL 2.4	-	-	-	\$258.58	\$265.04

LEVEL 3.1	\$260.32	\$266.83	\$272.16	\$284.76	\$291.88
LEVEL 3.2	-	-	-	\$290.79	\$298.06

50.4 New Salary Increment for Teachers (Level 2.4 and Level 3.2 Classroom Teacher)

For the purpose of the new salary increments Level 2.4 and Level 3.2 Classroom Teacher, the increment will be available from the first pay period commencing on or after 1 August 2007, subject to the completion of a minimum of twelve (12) months satisfactory service at the previous salary increment, that being Level 2.3 or Level 3 Classroom Teacher.

51 SCHOOL ADMINISTRATORS SALARY INCREASES

51.1 School Administrators will receive the following salary increases during the life of this Agreement:

- 2.5% effective from the first pay period commencing on or after 1 August 2006;
- 2.0% effective from the first pay period commencing on or after 1 February 2007;
- 2.0% effective from the first pay period commencing on or after 1 August 2007;
- 2.5% effective from the first pay period commencing on or after 1 February 2008.

51.2 School Administrators salaries shall be paid in accordance with the following table:

	Current Rate	August 2006	February 2007	August 2007	February 2008
Administrators					
3.1	\$69,414	\$71,149	\$72,572	\$75,848	\$77,744
3.2	\$72,060	\$73,862	\$75,339	\$78,740	\$80,708
3.3	\$75,047	\$76,923	\$78,462	\$82,003	\$84,053
3.4	\$76,080	\$77,982	\$79,542	\$83,131	\$85,209
4.1	\$78,320	\$80,278	\$81,884	\$85,579	\$87,718
4.2	\$80,368	\$82,377	\$84,025	\$87,817	\$90,012
4.3	\$82,417	\$84,477	\$86,167	\$90,056	\$92,307
4.4	\$83,450	\$85,536	\$87,247	\$91,184	\$93,464
5.1	\$85,342	\$87,476	\$89,225	\$93,252	\$95,583
5.1A*	\$86,342	\$88,501	\$90,271	\$94,344	\$96,703
5.2	\$88,149	\$90,353	\$92,160	\$96,319	\$98,727
5.3	\$90,964	\$93,238	\$95,103	\$99,395	\$101,880
5.4	\$91,997	\$94,297	\$96,183	\$100,523	\$103,036
6.1	\$95,661	\$98,053	\$100,014	\$104,527	\$107,140
6.2	\$98,475	\$101,214	\$103,238	\$107,897	\$110,594
6.3	\$101,283	\$103,815	\$105,891	\$110,670	\$113,437
6.4	\$102,316	\$104,874	\$106,971	\$111,798	\$114,593

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

52 ADDITIONAL PAYMENT

52.1 Employees shall be entitled to the following allowances while carrying out the duties specified:

Band Allowances	Current Rate	3% February 2007
Band 1	\$589 per annum	\$607 per annum
Responsible for school bus services (1-5 buses)		
Teacher in Education Support Units		
Special Responsibility Allowance 1		
Band 2	\$1178 per annum	\$1213 per annum
Responsible for school bus services (6-10 buses)		
Teacher in Support Centres and Schools		
Special Responsibility Allowance 2		
Band 3	\$1767 per annum	\$1820 per annum
Responsible for school bus services (11-15 buses)		
Employee engaged in supervisory duties at residential wings		
Special Responsibility Allowance 3		
Band 4	\$2357 per annum	\$2428 per annum
Responsible for school bus services (16 or more buses)		
Principal of a school with residential wing		
Special Responsibility Allowance 4		

52.2 The Allowances provided for in Clause 52 are not mutually exclusive, provided that an employee shall only be entitled to receive one Special Responsibility Allowance.

52.3 The responsibility for school bus services shall be vested in the school Principal provided that this may be delegated to a Deputy Principal who shall then be entitled to payment of the allowance in lieu of the Principal.

53 INTERNAL RELIEF

53.1 Internal Relief

An employee who is directed to undertake internal relief work during the minimum time set aside for release from face-to-face teaching shall be paid at:

Level	Current Rate	August 2006	February 2007	August 2007	February 2008
	\$29.67	\$30.41	\$31.02	\$31.64	\$32.43

53.2 Notwithstanding the rate specified in Clause 53.1, employees at the following levels shall be paid internal relief at:

Level	Current Rate	August 2006	February 2007	August 2007	February 2008
1.8	\$31.75	\$32.54	\$33.19	\$33.86	\$34.70
2.1	\$32.73	\$33.55	\$34.22	\$34.90	\$35.78
2.2	\$34.09	\$34.94	\$35.64	\$36.35	\$37.26
2.3	\$37.74	\$38.68	\$39.46	\$40.25	\$41.25
2.4	-	-	-	\$	\$

54 SALARY PACKAGING

- 54.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement in accordance with the WA Public Sector Salary Packaging Guidelines or any similar salary packaging arrangement offered by the Employer.
- 54.2 Salary packaging is an arrangement whereby the entitlements under this Agreement contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.
- 54.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employers Superannuation Guarantee contributions.
- 54.4 The TEC for the purpose of salary packaging is calculated by adding:
- (a) the base salary;
 - (b) other cash allowances, eg annual leave loading;
 - (c) non cash benefits, eg superannuation, motor vehicles, etc;
 - (d) any Fringe Benefit Tax liabilities currently paid; and
 - (e) any variable components, eg performance based incentives (where they exist).
- 54.5 Where an employee enters into a salary packaging arrangement he or she will be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of the arrangement.
- 54.6 Notwithstanding any salary packaging arrangement the salary rate as specified in Clause 50 Teacher Salary Increases, Clause 51 School Administrators Salary Increase, Clause 41 Education and School Development Officers, Clause 42 Director Schools, District Directors and Area Directors, and Clause 105 School Psychologists, of this Agreement is the basis for calculating salary related entitlements.
- 54.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the Employer.
- 54.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.
- 54.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of Employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

- 54.10 In the event of the employee incurring Fringe Benefit Tax liability as a result of salary packaging benefits, the Employer may deduct the payment from the employee's gross salary in accordance with Clause 58 Recovery of Overpayments, until the Fringe Benefit Tax liability is repaid.
- 54.11 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement.
- 54.12 The cancellation of salary packaging will not cancel or otherwise affect the operation of the Agreement
- 54.13 An Employer shall not unreasonably withhold an agreement to salary packaging on request from an employee.
- 54.14 Employees must abide by the terms of the salary packaging agreement. Failure to do so will result in salary packaging privileges being withdrawn.

55 DEFERRED SALARY SCHEME

- 55.1 Effective from the registration date of this Agreement all new employees entering the Deferred Salary Scheme are subject to the following provisions.
- 55.2 With the written agreement of the Employer, an employee may elect to receive, over a four (4) year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Agreement.
- 55.3 (a) On completion of the fourth (4) year an employee will be entitled to twelve (12) months leave and will receive an amount equal to 80% of the salary they were otherwise entitled to in the fourth (4th) year of deferment.
- (b) This arrangement will apply to all employees who are currently in the scheme and accessing deferred salary entitlements from 1 January 2007. Employees on the deferred salary scheme will have entitlements as per 55.3(a).
- 55.4 The four (4) years of deferred salary need not be consecutive and a teacher may withdraw from forgoing their salary at any time.
- 55.5 Where teachers complete four (4) years of deferred salary and are not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service but not count as service for purposes of accruing entitlements in this Agreement.
- 55.6 Should there be any changes to the details and guidelines of the Deferred Salary Scheme they shall be revised by the Department of Education and Training in consultation with the Union.

56 HIGHER DUTIES ALLOWANCE

- 56.1 An employee continuously employed for more than two (2) weeks acting in a position, the salary for which is higher than that prescribed for the employee's permanent position shall, subject to Clause 56.2, be paid for the full period of acting the salary to which he/she would be entitled if the employee held that permanently.
- 56.2 Subject to Clause 56.3 of this clause, an employee referred to in Clause 56.1 above who is employed in an acting capacity -
 - (a) for a full calendar year, shall be paid the higher salary for the whole of that period.
 - (b) where an employee is required by the Department to undertake such higher duties before or after the appointment period the higher duties allowance will be paid.

- (c) within two (2) weeks of the commencement of the school year and remains so employed for the remainder of the full school year, shall be paid the higher salary from the date of taking up the position.
- (d) within two (2) weeks of the commencement of the school year and for a lesser period than the remainder of the full school year, shall be paid the higher salary for the total period, including any vacations which may fall within that period.
- (e) more than two (2) weeks after the commencement of the school year, shall be paid the higher salary for the total period, including any vacations which may fall within that period.
- (f) in all instances above there is an entitlement to payment of higher salary over the summer vacation period at a pro-rata rate.
- (g) from term four (4) and continues into term one (1), will continue to be paid higher duties over the summer vacation period.

56.3 An employee referred to in Clause 56.1 of this provision shall not be paid the higher salary for any period of absence on long service leave or for sick leave of more than a two (2) week duration.

56.4 Where the full duties of a higher position are performed by two (2) or more employees on an acting basis, each shall be paid an allowance determined by the Employer.

56.5 Subject to Clause 56.6 hereof, an employee who is directed to act in a higher position but who is not required to carry out the full duties of the position and/or accept the full responsibilities, shall be paid such proportion of the higher duties allowance as the duties and responsibilities performed by him/her bear to the full duties and responsibilities of the higher position.

56.6 The employee shall be informed, prior to the commencement of acting in the higher position, of the duties to be carried out, the responsibilities to be accepted and the allowance to be paid.

57 ACTING APPOINTMENTS FOR SALARY INCREMENTS

57.1 This clause provides for the recognition of acting higher duties in the eighteen (18) months prior to substantive appointment (commonly referred to as the 12 in 18 month principle), as follows:

- (a) Where a teacher has relevant acting service which aggregates less than twelve (12) months, as at the date of promotion, on the completion of a further period of service which when added to the aggregate of the relevant acting service totals a period of twelve (12) months, that teacher may progress to the second or subsequent point as the case may be.
- (b) Where a teacher has completed twelve (12) months acting in eighteen (18) months at a particular increment point, the teacher may be appointed to the next higher increment point at the date of promotion.
- (c) Where a teacher has only acted in a position classified higher than that to which the teacher is being promoted, that acting may be aggregated using the principle outlined in Clause 57.1(b) above to allow the promotion to take effect at the equivalent incremental point in the level within the salary range applicable to the promotion.

58 RECOVERY OF OVERPAYMENTS

- 58.1 Any overpayments will be repaid to the Employer within a reasonable period of time.
- 58.2 If the Employer and employee cannot reach agreement upon what is a "reasonable period of time" as prescribed in Clause 58.1 within 30 days of the employee being made aware of the overpayment, the Employer shall deduct an amount not exceeding 10% of the employee's net pay in any one pay period.
- 58.3 In exceptional circumstances a departure from Clause 58.2 may be required to ensure that overpayments are made within a reasonable period of time.
- 58.4 On compassionate grounds, the Director General may allow an extended period for the repayment of overpayments.
- 58.5 Where an overpayment has been identified, the employee shall be notified in writing as to the details of the overpayment.
- 58.6 Where an employee has incurred additional financial costs as a result of the overpayment, and can demonstrate this to the employer, this cost will be reimbursed, however the employer will not be liable for any additional costs.

PART 11 PUBLIC HOLIDAYS AND LEAVE OF ABSENCE

59 CANDIDATES FOR PARLIAMENT

59.1 State Parliament:

- (a) An employee who nominates as a candidate for election as a member of either House of Parliament of the State shall apply for leave to commence no later than the date on which nominations of candidates close and which shall end no earlier than the date on which the election is conducted.
- (b) The Employer shall approve leave for the employee and the leave shall be deducted from accrued annual leave or long service leave or be granted without pay.
- (c) An employee who is not elected to Parliament shall resume duty with the Employer on the next working day following the date on which the approved leave expires.
- (d) An employee who is elected to Parliament shall resign from his/her position with effect no later than the close of business on the last working day preceding the date on which the employee becomes entitled to receive the salary payable as a Member of Parliament.

59.2 Commonwealth Parliament

- (a) An employee who intends to nominate as a candidate for election as a member of either House of Parliament of the Commonwealth shall resign from his/her position before nomination.
- (b) Where the Employer is satisfied that an employee who:
 - (i) Resigned pursuant to (a) hereof;
 - (ii) Was a candidate in that election for Parliament; and
 - (iii) Was not elected at that election;

The Employer will, on application by that person within two (2) months of the declaration of the result of the election, re-appoint that person.

59.3 On making an application under Clause 59.2(b), a person to whom this section applies is to be reappointed to perform:

- (a) The functions that he or she was required to perform immediately before resigning; or
- (b) Other functions, at a remuneration and under terms and conditions not less favourable than those which applied to him or her immediately before that resignation.

59.4 The reference in Clause 59.2(b) to the declaration of the result of the election concerned is, if the result of that election is challenged, to be read as a reference to:

- (a) The determination of that challenge by a court of disputed returns (by whatever name called); or
- (b) The lapsing of that challenge, whichever happens first.

60 BEREAVEMENT LEAVE

- 60.1 An employee will on the death of their:
- (a) partner or de facto partner of the employee;
 - (b) child or step-child of the employee;
 - (c) parent, parent-in-law or step-parent of the employee;
 - (d) brother, sister, step-brother or step-sister; or
 - (e) any other person who, immediately before that person's death, lived with the employee as a member of the employee's family is eligible for up to five (5) days paid bereavement leave, provided that at the request of an employee, the Employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the officer has a special relationship.

In the case of a special relationship, the employee may be required to substantiate that the relationship is a significant and long term relationship.

- 60.2 Payment of such leave may be subject to the employee providing evidence of the death or relationship to the deceased, satisfactorily to the Employer.
- 60.3 The five (5) days need not be consecutive.
- 60.4 Bereavement leave is not to be taken during any other period of leave
- 60.5 An employee requiring more than five (5) days bereavement leave in order to travel may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to short leave, and/or any accrued leave and/or leave without pay provided all accrued leave is exhausted.

61 CULTURAL/CEREMONIAL LEAVE

- 61.1 An employee who is legitimately required to be absent from work for tribal/ceremonial/cultural purposes shall be entitled to take accrued Long Service Leave or Leave Without Pay.
- 61.2 Ceremonial leave includes leave to meet the employee's customs and traditional law and to participate in tribal/ceremonial/cultural activities.
- 61.3 The employee must give the Employer reasonable notice prior to the absence of the intention to take such leave and the length of leave required.
- 61.4 Ceremonial leave must be available to but not limited to Aboriginal and Torres Strait Islanders.
- 61.5 The Employer may request reasonable evidence of the need for the employee to be allowed time off.

62 LEAVE FOR TRAINING WITH DEFENCE FORCE RESERVE

- 62.1 The Employer must grant leave of absence for the purpose of Defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- 62.2 Leave of absence may be paid or unpaid in accordance with the provisions of this clause.

62.3 Application for leave of absence for Defence service must, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee must provide a certificate of attendance to the Employer.

62.4 Paid leave

- (a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for Defence service, subject to the conditions set out hereunder.
- (b) Part-time officers must receive the same paid leave entitlement as full-time officers but payment must only be made for those hours that would normally have been worked but for the leave.
- (c) On written application, an employee must be paid salary in advance when proceeding on such leave.
- (d) Casual officers are not entitled to paid leave for the purpose of Defence service.
- (e) An employee is entitled to paid leave for a period not exceeding 105 hours (14 days for teaching staff), on full pay in any period of twelve months commencing on 1 July in each year.
- (f) An employee is entitled to a further period of leave, not exceeding 16 calendar days in any period of twelve months commencing on July 1. Pay for this leave must be at the rate of the difference between the normal remuneration of the employee and the Defence Force payments to which the employee is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.

62.5 Unpaid leave

- (a) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in Clause 62.4 must be unpaid.
- (b) Casual officers are entitled to unpaid leave for the purpose of Defence service.

62.6 Use of other leave

- (a) An employee may elect to use annual or long service leave credits for some or all of their absence on Defence service, in which case they will be treated in all respects as if on normal paid leave.
- (b) The employer cannot compel an employee to use annual leave or long service leave for the purpose of Defence service.

62.7 Any employee currently entitled to the provisions of Clause 62 Defence Forces Reserves Leave of the Government Teachers' and Administrators' Agreement 2004 must not be disadvantaged in the application of Clause 62 of this Agreement.

63 EFFECT OF WORKERS' COMPENSATION ON LEAVE

63.1 Leave Accrual

Any period which exceeds 26 weeks in one continuous period during which an employee is absent on workers' compensation, shall not count as "good service" for the purposes of accruing any form of leave entitlements.

63.2 Sick Leave Credits

Where an employee suffers a disability within the meaning of Section 5 of the Workers' Compensation and Rehabilitation Act 1981 which necessitates that the employee be absent from duty, sick leave shall be granted to the extent of sick leave credits held by the employee. In accordance with section 80 (2) of the Workers' Compensation and Rehabilitation Act 1981, where the claim for Workers' Compensation is decided in favour of the employee sick leave credits are to be reinstated.

63.3 Where an employee is absent on workers' compensation and in receipt of weekly payments under the applicable legislation during the summer vacation leave period, the employee will receive their usual salary and allowance entitlements in accordance with Clause 75 and Clause 63.1 for that vacation period.

64 EMERGENCY SERVICES LEAVE

64.1 Subject to operational requirements, paid leave of absence must be granted by the Employer to an employee who is an active volunteer member of State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigade or Volunteer Marine Rescue Service, in order to allow for attendances at emergencies as declared by the recognised authority.

64.2 The Employer be advised as soon as possible by the employee, the emergency service, or other person as to the absence and, where possible, the expected duration of the leave.

64.3 The employee must complete a leave of absence form immediately upon return to work.

64.4 The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.

64.5 An employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with Clauses 64.2, 64.3 and 64.4.

64.6 The Employer may approve leave to attend emergency service training or practice sessions on a leave without pay basis but any application for paid leave for this purpose will be considered on its merits

65 CARERS' LEAVE

65.1 Employees are entitled to up to five (5) days leave per year to care for an ill family member, provided the days used are accrued sick leave entitlements.

65.2 Employees shall, wherever practical, give the Employer notice of intention to take carers leave and the estimated length of absence. If it is not practicable to give prior notice of absence employees shall notify the employer as soon as possible on the first day of absence.

65.3 Employees shall provide, wherever required by the Employer, evidence to establish the requirement to take carer's leave. An application for carer's leave exceeding two (2) consecutive working days, shall be supported by a certificate from a registered medical practitioner or registered dentist.

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

65.5 Carer's leave may be taken in half day or full days.

- 65.6 Where an employee has no accrued sick leave credits, the employee may, subject to the consent of the Employer, access Leave Without Pay in accordance with Clause 67 or Long Service Leave in accordance with Clause 69 for the purpose of providing care to a family member who is ill.
- 65.7 Notwithstanding the terms of this clause the terms and conditions of Carer's Leave as provided for in the *Minimum Conditions of Employment Act, 1993* as amended will apply to employees subject to this Agreement.

66 INTERNATIONAL SPORTING EVENTS LEAVE

- 66.1 Special leave with pay may be granted by the Director General to an employee chosen to represent Australia as a competitor or official, at a sporting event, which meets the following criteria:
- (a) it is a recognised international amateur sport of national significance; or
 - (b) it is a world or international regional competition; and
 - (c) no contribution is made by the sporting organisation towards the normal salary of the employee.
- 66.2 The Director General may make enquiries with the Department of Sport and Recreation:
- (a) whether the application meets the above criteria; and
 - (b) the period of leave to be granted.

67 LEAVE WITHOUT PAY

- 67.1 An employee may be entitled to leave without pay for a period of up to one (1) year which may be extended upon application.
- 67.2 A temporary employee or an employee on a fixed term appointment may not be granted leave without pay for any period beyond that employee's approved period of engagement.
- 67.3 Full Time Study
- The Director General may grant an employee leave without pay to undertake study, subject to a yearly review of satisfactory performance.
- 67.4 Australian Institute of Sports Scholarships
- An employee who has been awarded a sporting scholarship by the Australian Institute of Sport may be granted leave without pay subject to satisfactory progress.
- 67.5
- (a) Every application for leave without pay will be considered on its merits and may be granted provided that the work of the Department is not inconvenienced.
 - (b) In the event that leave without pay is not granted, reasons for the decision will be provided to the applicant in writing.
- 67.6 All leave without pay granted under this clause;
- (a) does not count as good service; however
 - (b) does not constitute a break in continuous service.

68 LOCAL GOVERNMENT LEAVE

- 68.1 Subject to the discretion of the Director General and consideration of organisational convenience, employees who are elected to local councils shall be entitled to apply for one (1) day's paid leave per month to attend regular council meetings and standing committee meetings held during the school working day.
- 68.2 In considering such an application the employer shall have regard for the convenience of such absence and shall not approve any such leave if any additional cost to the Employer is or may be incurred other than the cost of teacher relief.
- 68.3 Subject to all other leave credits of the employee being exhausted, Leave Without Pay may be utilised in cases where the provision is not sufficient for the employee to meet the essential activities as a council member.
- 68.4 Entitlements to local government leave under this clause do not accrue. At the end of each calendar month unused local government leave will be forfeited.

69 LONG SERVICE LEAVE

- 69.1 Subject to this clause, a permanent or temporary employee shall be entitled to long service leave of thirteen (13) weeks on completion of -
- (a) ten (10) years continuous good service; and
 - (b) any subsequent period of seven (7) years' continuous good service.
- 69.2 A part time employee shall accrue an entitlement to long service leave at the same rate as a full time employee but shall be paid on a pro rata basis.
- 69.3 For the purposes of this clause the term "continuous good service" shall be construed in accordance with Clause 69.4 of this clause.
- 69.4
- (a) An interruption in the service of an employee will normally not count as service and will break continuity of service
 - (b) Exceptions which will count as continuous good service and will not be construed as a break in service are:
 - (i) any period of sick leave with pay; or
 - (ii) any continuous period of absence on workers' compensation that does not exceed 26 weeks; and
 - (iii) any continuous period of approved sick leave without pay that does not exceed thirteen (13) weeks;
 - (c) Exceptions which will not count as continuous service and will not be construed as a break in service are:
 - (i) any period of long service leave and any period of school vacation within that period; or
 - (ii) any period during a vacation for which the employee is not entitled to payment; or
 - (iii) any portion of a continuous absence on workers' compensation, that exceeds six (6) months; or

- (iv) the period commencing from the third anniversary of the date on which an employee becomes entitled to take long service leave for thirteen (13) weeks; or
 - (v) in the case of a temporary employee, any period of up to six (6) months during which the employee's services are not required,
- 69.5 Subject to the Employer's convenience, the Director General may approve an employee's application to take a complete entitlement of accrued long service leave on full pay or half pay.
- 69.6 Where an employee takes long service leave over more than one (1) term, any period of school vacation that occurs between the terms shall not be regarded as long service leave.
- 69.7 Subject to organisational needs the Employer may approve the clearing of any accrued entitlement to long service leave in any form provided that no absence is less than one (1) working day.
- 69.8 An application for long service leave shall be made by completing a long service leave application form authorised by the employer. An application for long service leave will be made not later than -
- (a) the date specified by the Employer by notice published in School Matters; and
 - (b) two (2) years after the date on which an entitlement to thirteen (13) weeks' long service leave has accrued.
- 69.9 The Employer may, on application by the employee made within two (2) years of the date on which the employee becomes entitled to long service leave for thirteen (13) weeks, approve of the employee postponing the taking of that entitlement until the employee becomes entitled to take long service leave over one (1) semester.
- 69.10 The Director General may direct an employee to take accrued long service leave and may determine the date on which such leave may commence.
- 69.11 Any Public Holiday occurring during an employee's absence on long service leave shall be deemed to be a portion of the long service leave and extra days in lieu thereof shall not be granted.
- 69.12 A lump sum payment for the money equivalent of any accrued long service leave entitlement of an employee under the provisions of this clause and/or any proportional long service leave credit of an employee under the provisions of this clause shall be due -
- (a) as of the date of retirement, to an employee who is retired because of incapacity, provided that at least twelve (12) months continuous service has been completed prior to the date of the retirement;
 - (b) as of the date of retirement, to an employee who retires at or over the age of 55 years provided that at least three (3) years of continuous service has been completed prior to the date of retirement;
 - (c) as of the date of his or her death in respect of a teacher who dies provided that the teacher has completed not less than twelve (12) months of continuous service prior to the date of his or her death.
- 69.13 A lump sum payment for the money equivalent of any accrued long service leave entitlement of an employee under the provisions of this clause shall be made as soon as practicable after the date of the employee's resignation or dismissal, to an employee who -
- (a) resigns; or
 - (b) is dismissed;

69.14 Pro-rata long service leave is the proportion of long service leave credit that an employee has accumulated towards a long service leave entitlement.

69.15 Except as provided in this clause an employee shall not be entitled to a lump sum payment in respect of any pro rata long service leave credit.

69.16 Employees with a carry over entitlement as of February 2004 who are accruing towards the next long service leave entitlement may have access to a pro rata entitlement before February 2008 for the purpose of accessing a school term of long service leave. Access to pro rata long service leave shall not be available to employees beyond 2008.

69.17 Portability of long service leave credits (State and Commonwealth Employment).

For the purpose of this clause -

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

"Commonwealth instrumentality" shall mean -

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

as the Minister for Education and Training declares by notice in the Government Gazette to be a Commonwealth instrumentality for the purposes of this clause.

"period of accrued long service leave" shall mean a period of long service -

- (a) to which an employee in a State instrumentality is entitled as of the date the employee ceases to be employed by that instrumentality; and
- (b) for which the employee has received no benefit in lieu of such entitlement.

"State employee" shall mean a person who is employed as a teacher and whose employment is continuous with employment in a State instrumentality.

"State instrumentality" shall mean any body, which is, or is capable of being declared to be, a Department for the purposes of the Superannuation and Family Benefits Act 1938.

69.18 Where an employee was, immediately prior to being employed in the Department, employed in the service of:

- The Commonwealth of Australia; or
- Any Western Australian State body or Western Australian statutory authority,

and the period between the date when the employee ceased previous employment and the date commencing employment in the Department does not exceed four (4) weeks, that employee shall be entitled to long service leave determined in the following manner:

- (a) the pro rata portion of long service leave to which the employee would have been entitled up to the date the employee ceases employment with their previous Employer, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and
- (b) the balance of the long service leave entitlement of the employee shall be calculated upon appointment to the Department in accordance with the provisions of this clause.

69.19 A previous Commonwealth employee shall not proceed on long service leave until he or she has completed a period of over three (3) years of continuous service as a teacher.

70 PARENTAL LEAVE

70.1 Entitlement to Parental and Partner Leave

- (a) An employee is entitled to a period up to 52 weeks unpaid parental leave in respect of the:
 - (i) Birth of a child to the employee or the employee's partner; or
 - (ii) Adoption of a child who is not the natural child or the step-child of the employee or the employee's partner, is under the age of five (5); and has not lived continuously with the employee for six (6) months or longer.
- (b) (i) **Current Entitlements**
 An employee identified as the primary care giver of a child and who has completed twelve (12) months continuous service in the Western Australian public sector shall be entitled to six (6) weeks paid parental leave. Paid parental leave will form part of the 52 week entitlement provided in Clause 70.1(a).
- (ii) **Entitlements from 1 July 2006**
 An employee identified as the primary care giver of a child and who has completed twelve (12) months continuous service in the Western Australian public sector shall be entitled to ten (10) weeks paid parental leave. Paid parental leave will form part of the 52 week entitlement provided in Clause 70.1(a).
- (iii) **Entitlements from 1 July 2007**
 An employee identified as the primary care giver of a child and who has completed twelve (12) months' continuous service in the Western Australian public sector shall be entitled to twelve (12) weeks paid parental leave. Paid parental leave will form part of the 52 week entitlement provided in Clause 70.1(a).
- (iv) **Entitlements from 1 July 2008**
 An employee identified as the primary care giver of a child and who has completed twelve (12) months continuous service in the Western Australian public sector shall be entitled to fourteen (14) weeks paid parental leave. Paid parental leave will form part of the 52 week entitlement provided in Clause 70.1(a).

- (c) A pregnant employee can commence the period of paid parental leave any time up to six (6) weeks before the expected date of birth and no later than four (4) weeks after the birth.
- (d) Any other primary care giver can commence the period of parental leave from the birth date or for the purposes of adoption from the placement of the child, but no later than four (4) weeks after the birth or placement of the child.
- (e) Paid parental leave for primary care purposes for any one birth or adoption shall not exceed:
 - (i) 6 weeks to 30 June 2006,
 - (ii) 10 weeks from 1 July 2006 to 30 June 2007;
 - (iii) 12 weeks from to 1 July 2007 to 30 June 2008; and
 - (iv) 14 weeks from 1 July 2008
- (f) Parental leave may not be taken concurrently by an employee and his or her partner except under special circumstances and with the approval of the Employer.
- (g) Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.
- (h) An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.
- (i) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

70.2 Partner Leave

In the case of adoption of a child up to three weeks (3) unpaid leave can be accessed.

70.3 Birth of a child

- (a) An employee shall provide the Employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner confirming the pregnancy and the estimated date of birth.
- (b) If the pregnancy results in other than a live child or the child dies in the six (6) weeks immediately after the birth, the entitlement to paid parental leave remains intact.

70.4 Adoption of a child

- (a) An employee seeking to adopt a child shall be entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The employee may take any paid leave entitlement in lieu of this leave.
- (b) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid entitlement in lieu of the terminated parental leave or return to work.

70.5 Other leave entitlements

- (a) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the period of unpaid parental leave.
- (b) Subject to all other entitlements being exhausted an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two (2) years. The Employer's approval is required for such an extension.
- (c) Any period of leave without pay must be applied for and approved in advance and will be granted on a year by year basis. Where both partners work for the Employer the total combined period of leave without pay following parental leave will not exceed two (2) years.
- (d) An employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in Clauses 70.5(a) and 70.5(e).
- (e) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such a period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid sick leave cannot be taken concurrently with paid parental leave.
- (f) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

70.6 Notice and Variation

- (a) The employee shall give not less than four (4) weeks notice in writing to the Employer of the date the employee proposes to commence paid or unpaid parental leave stating the period of leave to be taken.
- (b) An employee seeking to adopt a child shall not be in breach of Clause 70.6(a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- (c) An employee proceeding on parental leave may elect to take a shorter period of parental leave and may at any time during that period elect to reduce or extend the period stated in the original application, provided four (4) weeks written notice is provided.

70.7 Transfer to a Safe Job

Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the pregnant employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a safe position at the same classification level until the commencement of parental leave.

70.8 Replacement Employee

Prior to engaging a replacement employee the Employer shall inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the employee on parental leave.

70.9 Return to Work

- (a) An employee shall confirm the intention to return to work by notice in writing to the Employer not less than four (4) weeks prior to the expiration of parental leave.
- (b) Where an Employer has made a definite decision to introduce major changes that are likely to have a significant effect on the employee's position the Employer shall notify the employee while they are on parental leave.
- (c) An employee on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave. Where the employee was transferred to a safe job the employee is entitled to return to the position occupied immediately prior to transfer.
- (d) An employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with the part time provisions of this Agreement.
- (e) Subject to the Employer's approval, an employee who has returned on a part time basis may revert to full time work at the same classification level within two (2) years of the recommencement of work.

70.10 Effect of Parental Leave on the Contract of Employment

- (a) An employee employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.
- (b) Paid parental leave will count as qualifying service for all purposes under the relevant award and agreement. Absence on unpaid parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose under this Agreement.
- (c) An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with this Agreement.
- (d) The Employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on parental leave but otherwise the rights of the Employer in respect of termination of employment are not affected.

71 PUBLIC HOLIDAYS

- 71.1 Where any of the following days fall within a school term they shall be allowed as holidays with pay: Good Friday, Easter Monday, Easter Tuesday, Anzac Day (25 April), Labour Day (first Monday in March), Foundation Day (first Monday in June), Queen's Birthday (on the day proclaimed), Christmas Day, Boxing Day, New Year's Day and Australia Day.
- 71.2 Notwithstanding Clause 71.1, Easter Tuesday may be substituted, by the Director General, as a holiday with pay for the purpose of an agricultural show or important local function held within the district in which that school is situated, if it is likely that the show or function will be attended by a majority of students of that school.

72 SHORT LEAVE

- 72.1 The Employer may, upon sufficient cause being shown, grant an employee short leave on full pay not exceeding three (3) working days in any one (1) calendar year, subject to the following provisions.

- 72.2 Short leave shall only be taken for matters;
- of a personal and pressing nature; and
 - which arise with little or no notice; and
 - which require immediate attention; and
 - which cannot reasonably be conducted outside normal business hours.
- 72.3 An employee shall be able to take more than one (1) day at any one time of Short Leave, subject to the discretion of the Employer.
- 72.4 Notification of a request for short leave is to be made as soon as is practicable
- 72.5 Failure to notify the Employer as soon as is practicable shall result in this leave being treated as Absent Without Leave.
- 72.6 An employee may be required by the Employer to provide explanation of the reasons for taking Short Leave. In such circumstances an employee must provide such notice as soon as is practicable.
- 72.7 Short Leave entitlements do not accrue from year to year.

73 SICK LEAVE

73.1 Entitlement

- (a) Permanent employees and fixed-term contract employees with a contract period greater than twelve (12) months are credited with the following cumulative sick leave credits:

	Sick Leave on full pay
On the day of initial appointment	6.25 days
On the completion of six (6) months continuous service	6.25 days
On the completion of twelve (12) months continuous service	12.5 days
On the completion of each further period of twelve (12) months continuous service	12.5 days

- (b) Fixed term contract employees for a period less than twelve (12) months are credited with the same entitlements on a pro rata basis for the period of the contract.
- (c) For the purposes of Clause 73, "service" includes any period of leave, which is considered good service, but excludes any continuous period of sick leave without pay in excess of three (3) months.

- (d) A part time employee is entitled to the same sick leave credits as a fulltime employee on a pro rata basis. Payment for sick leave is only made for those that would normally have been worked had the employee not been on sick leave.
- (e) Remote Teaching Schools and Country Teaching Program Schools – Additional Entitlement.

Employees may access up to five (5) additional days sick leave for each completed year of good service in the Remote Teaching Schools and Country Teaching Program to access a recognised health facility or service. Employees who do not work in a full time capacity receive this entitlement on a pro rata basis.

Such additional sick days will accrue for the employee whilst based in an RTS or CTP school. These accruals will not be transferred when the employee moves into the general teaching service.
- (f) Clause 73 does not apply to casual employees.
- (g) Sick leave with pay taken by an employee is deducted from his/her sick leave credit at the rate of one half day (minimum) or one full day for each working half day or full day including public holidays that the employee is on such leave.
- (h) The Employer can not grant an employee sick leave with pay unless the employee has sick leave credits.

73.2 Evidence

- (a) The reference to “evidence” in Clause 73 means the provision of evidence to the Employer that would satisfy a reasonable person of the sick leave entitlement. Such evidence must be in writing.
- (b) The evidence must include the following details:
 - the nature of the illness and/or disability of the employee; and
 - the period the employee is unfit for duty.
- (c) If the evidence provided by the employee does not meet the requirement to satisfy a reasonable person of the sick leave entitlement, the Employer can require the employee to provide the necessary written evidence.
- (d) If the employee fails to provide the required evidence within a reasonable time, the Employer will not approve the leave and may cease the payment of sick leave if the employee is currently absent on paid sick leave.

73.3 Approval of sick leave

The Employer may approve an application for sick leave as follows:

- (a) a period not exceeding two (2) consecutive working days does not need to be supported by evidence; but provided the amount of sick leave approved without the production of evidence does not exceed, in the aggregate, five (5) working days in any one credit year; or
- (b) any day taken immediately proceeding or immediately following a school vacation, provided it is accompanied by evidence even where the absence does not exceed two (2) consecutive working days; or

- (c) any period of more than two (2) consecutive days that is supported by evidence; or where the nature of the illness consists of a dental condition and the period of absence does not exceed, five (5) consecutive working days, by the certificate of a registered dentist.

73.4 Medical Fitness for Work

- (a) Where the Employer has evidence that causes doubt as to the reason for absence, the Employer may arrange for a registered medical practitioner to examine the employee to be satisfied of the reason for absence. Where this results in the Employer being satisfied of the reason for absence, the fee any associated expenses incurred in having to attend the examination will be paid by the Employer.
- (b) If the Employer has evidence to believe that an employee is medically unfit for work, and if allowed to continue work an employee would be at risk to the safety and health of others or may be putting his or her own safety and health at risk the employee may be required to be examined by a registered medical practitioner nominated by the Employer. The fee and any associated expenses incurred in having to attend the examination will be paid by the Employer.
- (c) Where such an employee is required to undergo a medical examination at the request of the Employer, and does so expeditiously, and is placed on sick leave prior to a determination of fitness for duty and they are later determined to be fit for work the employees' sick leave credits will be reinstated.

73.5 Re-employment of Medically Retired Teachers

Where an employee who has retired from the Employer on medical grounds resumes a duty therein, sick leave credits at the date of retirement shall be re-instated. This provision does not apply to an employee who has resigned from the Employer and is subsequently reappointed.

73.6 Reinstatement of Long Service Leave credits due to Illness

If an employee is ill during long service leave and produces at that time, or as soon as practicable thereafter, evidence that as a result of illness the employee was confined to his/her place of residence or a hospital for a period of at least fourteen (14) consecutive calendar days, the Employer may grant sick leave for the period during which the employee was so confined and reinstate long service leave equivalent to the period of confinement.

73.7 Leave without Pay

An employee who is absent on leave without pay is not eligible for sick leave during the currency of that leave without pay.

73.8 No entitlement due to misconduct

Sick leave with pay cannot be approved by the employer if the illness is caused by the misconduct of the employee or in any case of absence from duty without sufficient cause.

73.9 War Caused Illness – special leave credits

- (a) An employee who produces a certificate from the Department of Veterans' Affairs stating that the employee suffers from war caused illness may be granted special sick leave credits of 15 days per annum on full pay in respect of that war caused illness. These credits accumulate up to a maximum credit of 45 days, and are recorded separately to the employee's normal sick leave credit.

- (b) Every application for sick leave for war caused illness must be supported by a certificate from a registered medical practitioner as to the nature of the illness.

73.10 Sick leave on half pay

In exceptional and compassionate circumstances the Employer may allow employees to expand their sick leave entitlement and be paid half pay for each day taken.

73.11 Utilisation of Long Service Leave Entitlement

- (a) The parties agree that Clause 30(22) of the Award does not apply.
- (b) Where an employee is entitled to a period of accrued long service leave and an employee has exhausted their entitlement to paid sick leave, they may seek to utilise their long service leave in accordance with Clause 69.

73.12 Management of employees with a non-work related disability, injury or illness

- (a) The parties agree that the DET's rehabilitation process for non-work related injury, disability and/or illness including long term injury and illness is to comply with relevant statutory responsibilities and will be:
 - (i) based upon the fundamental principles of fairness and equity in providing a supportive return and/or maintenance in work; and
 - (ii) implemented in full and proper consultation with the employee.
- (b) The Parties will establish a Joint Working Party to develop an agreed policy and procedure for the addressing medical and ill health retirement of employees. The Working Party will consider matters including:
 - (i) Management of Employees with a Non-Work Related Disability, Injury or Illness;
 - (ii) Doubt as to reason for absence;
 - (iii) Employee's medical fitness for work;
 - (iv) Medical retirement;
 - (v) Re-employment of medically retired staff; and
 - (vi) Other relevant matters.
- (c) The working party is to convene within two months of registration of this Agreement.

74 STUDY/EXAMINATION LEAVE

74.1 The Employer may approve paid part time study leave on the following basis:

- (a) The time required by the employee does not interfere with normal school staffing and organisation;
- (b) The employee is seeking to undertake further relevant studies; and
- (c) The studies cannot be completed outside normal working hours.

- 74.2 An employee may be granted examination leave with pay on the basis that if an examination is scheduled during a school day, a teacher may be granted paid leave for the time taken for the examination, two (2) hours preceding it and one (1) hour after its completion provided that this time falls within working hours.
- 74.3 Any additional time for study purposes must be without pay and subject to authorisation.

75 VACATION LEAVE

- 75.1 Subject to this Agreement, employees other than provided for in Clauses 41 & 42 and Parts 17 to 19 - Specified Officers of this Agreement, shall be entitled to payment of salaries and allowances during school vacations.
- 75.2 Employees shall accrue an entitlement to vacation leave at the ordinary rate of pay calculated as:
- Number of days worked x (total number of vacation days in a school year divided by the total number of working days in the school year).
- 75.3 The provisions of this clause do not apply to casual employees

76 WITNESS AND JURY SERVICE

76.1 Witness

- (a) An employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify the line manager who shall notify the Employer.
- (b) Where an employee is subpoenaed or called as a witness to give evidence in an official capacity that employee shall be granted by the Employer leave of absence with pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to satisfaction of the Employer. The employee is not entitled to retain any witness fee but shall pay all fees received into Consolidated Revenue Fund. The receipt for such payment with a voucher showing the amount of fees received shall be forwarded to the Employer.
- (c) An employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses as soon practicable after the default, notify the Employer.
- (d) An employee subpoenaed or called as a witness on behalf of the Crown, not in an official capacity shall be granted leave with full pay entitlements. If the employee is on any form of paid leave, this shall not be reinstated as such witness service is deemed to be part of the employee's civic duty. The employee is not entitled to retain any witness fees but shall pay all fees received into Consolidated Revenue Fund.
- (e) An employee subpoenaed or called as a witness under any other circumstances other than specified in Clauses (b) and (d) of this clause shall be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with Agreement provisions.

76.2 Jury Service

- (a) An employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the Employer.
- (b) An employee required to serve on a jury shall be granted by the Employer leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a juror.

- (c) An employee granted leave of absence on full pay as prescribed in Clause (a) of this clause is not entitled to retain any juror's fees but shall pay all fees received into Consolidated Revenue Fund. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the Employer.

PART 12 ALLOWANCES

77 ALLOWANCES PAYABLE ON APPOINTMENT, PROMOTION OR TRANSFER

- 77.1 An employee who is required to travel to take up a position in another locality shall be reimbursed reasonable accommodation and meal expenses for the employee, spouse/de facto partner and dependants during the course of travelling from one locality to another in accordance with the rates prescribed in Column A, Items (4), (5), (6), (9) or (10) of Schedule E Travelling, Transfer and Relieving Allowance of this Agreement as the case may require, provided that:
- (a) Where the locality of the new position is situated at a radius of fifty (50) kilometres or less from the locality where the employee was previously stationed, or usually resident in the case of an initial appointment, reimbursement of the abovementioned expenses, if any, shall be at the discretion of the Employer.
 - (b) Where a spouse/de facto partner referred to in this clause is also an employee who was appointed, transferred or promoted to the same locality as the employee, such spouse/de facto partner may not claim for reimbursement of expenses incurred on behalf of the spouse/de facto partner and dependents and claimed by the employee.
- 77.2 An employee who takes up a position in another locality where Government or private residential accommodation is unavailable and hotel or motel accommodation is utilised, shall be paid an allowance in accordance with the rates prescribed in Column A, Items (4), (5) or (6) in Schedule E Travelling, Transfer and Relieving Allowance, of this Agreement as the case may require up to a maximum period of fourteen (14) days after arrival at the new locality.
- 77.3 When Government residential accommodation is unavailable in a locality and an employee is unable to obtain suitable alternative accommodation within the period of fourteen (14) days mentioned in Clause 77.2 of this clause, the Employer shall determine an appropriate rate of reimbursement for accommodation, meal expenses and incidental expenses, having regard for the cost of hotel or motel accommodation and normal reasonable living expenses for the employee and the employee's spouse/de facto partner and dependants.
- 77.4 An employee who takes up a position in a locality where Government residential accommodation is available shall not be entitled to reimbursement under Clauses 77.2 and 77.3 of this clause except where entry or re-entry into such Government residential accommodation is delayed through circumstances beyond the employee's control. Such employee shall, subject to the production of receipts, be reimbursed actual reasonable accommodation and meal expenses for the employee, spouse/de facto partner and dependants less a deduction for normal living expenses prescribed in Items 15 and 16 of Schedule E Travelling, Transfer and Relieving Allowance of this Agreement.
- 77.5 Where an employee's Government residential accommodation is not available at the date of appointment, transfer or promotion, the Employer shall reimburse the employee for any cost of storage and insurance of the employee's furniture made reasonably necessary because of such delay.
- 77.6 Payment of the allowances under this clause shall not apply to employees transferred at their own expense in accordance with the provisions of Part 5 of the Public Sector Management Act 1994, or to an employee who seeks a transfer after a period of service of less than two (2) years in a particular locality, unless payment of an allowance is approved by the Employer.
- 77.7 Where it can be shown by the employee that the allowances payable under Clauses 77.1, 77.2 and 77.3 of this clause are insufficient to meet the actual costs incurred by the employee, a higher rate of reimbursement appropriate to the circumstances as determined by the Employer shall apply.

- (a) Claims under this clause must be submitted to the Employer within twelve (12) months of the date the costs or expenses are incurred by the employee.
- (b) Any dispute arising out of the rate of reimbursement fixed pursuant to Clause 77.7 of this clause may be referred to the Commission.

78 CAMPING ALLOWANCE

78.1 For the purposes of this clause the following expressions shall have the following meaning:

“Camp of a permanent nature” means single room accommodation in skid mounted or mobile type units, caravans, or barrack type accommodation where the following are provided in the camp –

- Water is freely available;
- Ablutions including a toilet, shower or bath and, laundry facilities;
- Hot water system;
- A kitchen, including a stove and table and chairs, except in the case of a caravan equipped with its cooking and messing facilities;
- An electricity or power supply; and
- Beds and mattresses except in the case of caravans containing sleeping accommodation.

For the purpose of this definition caravans located in caravan parks or other locations where the above are provided shall be deemed a camp of a permanent nature.

“House” means a house, duplex or cottage including transportable type accommodation, which are self contained and in which the facilities prescribed for “camp of a permanent nature” are provided.

“Other than a permanent camp” means a camp where any of the above are not provided.

- 78.2 An employee, who is stationed in a camp of a permanent nature, where facilities of a good standard are provided, shall be paid the appropriate allowance prescribed by Item (1) or Item (2) of Schedule F Camping Allowance; for each day spent camping, provided that no such allowance shall be paid when an employee occupies a government house within or near the precincts.
- 78.3 An employee who is stationed in a camp – other than a permanent camp – or is required to camp out, shall be paid the appropriate allowance prescribed by Item (3) or Item (4) of Schedule F Camping Allowance for each day spent camping.
- 78.4 This clause shall be read in conjunction with clauses 77 Allowances Payable on Appointment, Promotion or Transfer and 84 Relieving Allowance of this Agreement for the purpose of paying allowances.
- 78.5 The camping allowance shall not be paid for any period in respect of which travelling, transfer or relieving allowances are paid.
- 78.6 Where portions of a day are spent camping, the formula contained in Clause 87 Travelling Allowance of this Agreement shall be used for calculating the portion of the allowance to be paid for the day.

- 78.7 For the purposes of this clause, arrival at headquarters shall mean the time of actual arrival at camp and departure from headquarters shall mean the time of actual departure from camp or the time of ceasing duty in the field subsequent to breaking camp, whichever is the later.
- 78.8 Whenever an employee provided with a caravan is obliged to park the caravan at a caravan park the employee shall be reimbursed the rental charges paid to the authority controlling the caravan park, in addition to the payment of camping allowance.

79 DISTURBANCE ALLOWANCE

- 79.1 (a) Where an employee is appointed, promoted or transferred and incurs expenses in the areas referred to in this clause as a result of that move then the employee shall be granted a disturbance allowance and shall be reimbursed by the Department the actual expenditure incurred upon production of receipts.
- (b) Employees will be advised of this entitlement on appointment, promotion or transfer.
- 79.2 The disturbance allowance shall include:
- (a) Costs incurred for telephone installation at the employee's new residence shall be reimbursed.
- (b) Costs incurred with the connection or reconnection of services to the employee's household including government accommodation for water, gas or electricity.
- 79.3 Claims made under this clause must be made within twelve (12) months of the appointment, promotion or transfer.

80 EXCESS TRAVELLING ALLOWANCE

- 80.1 An employee appointed, promoted or transferred to a school outside the Metropolitan Schools District, who is unable to obtain suitable residential accommodation within 42 kilometres of the school shall be reimbursed for any travel to and from the school in excess of 42 kilometres each way necessarily undertaken in the employee's own motor vehicle.
- 80.2 The Employer, where written grounds are provided by the employee, may put into place arrangements to address the particular extenuating circumstances surrounding "suitable residential accommodation".

81 LOCALITY ALLOWANCE

- 81.1 Employees employed in localities contained within Schedule A Locality Allowance of this Agreement will be paid the Locality Allowance specified in that Schedule, excepting that an employee who makes application on the prescribed form that he or she is supporting a dependant will be entitled to receive double the rate prescribed in Schedule A.
- 81.2 Where both spouses/de facto partners are employees, the total of the allowances payable to them will not exceed double the allowance rate for the locality in which they are employed.
- 81.3 When an employee is on long service leave or other approved leave with pay (other than school vacations) that employee will only be paid the locality allowance for the period (if any) of the said leave his or her family or other dependants remains in the locality to which the allowance relates.
- 81.4 (a) If an employee leaves the locality in which he or she is employed on duty and remains away for a continuous period of two (2) weeks or more and until that employee returns he or she will not be entitled to the Locality Allowance which ordinarily would have been payable. Where this occurs the employee will be advised.

- (b) The employee may make application to have the locality allowance reinstated. The Employer will take into consideration the individual's circumstances in making a determination on reinstatement.
- 81.5 An employee who is employed for a complete school year in a school in a locality in respect of which a Locality Allowance is payable will be paid the appropriate allowance for the full year in which so employed.
- 81.6 An employee regularly employed on less than a full time basis in a Locality Allowance area and who is entitled to an allowance in accordance with the provisions of this clause will be paid a pro-rata allowance equivalent to the fraction worked.
- 81.7 The Locality Allowance in Schedule A of this Agreement shall remain until such time as the prescribed rate is aligned with public service rates. Any further increases in the prescribed rate shall be in accordance with the public service.
- 81.8 Where necessary, the parties will establish a Locality Allowance for a newly established worksite not mentioned in the Schedule A

82 MOTOR VEHICLE ALLOWANCE

- 82.1 For the purposes of this clause the following expressions shall have the following meanings:

“A year” shall mean twelve (12) months commencing on the first day of July and ending on the thirtieth day of June next following.

“Metropolitan Area” shall mean that area within a radius of fifty (50) kilometres from the Perth City Railway Station.

“Southwest Land Division” shall mean the southwest land division as defined by section 28 of the Land Act, 1933-1972 excluding the area contained within the metropolitan area.

“Rest of the State” shall mean that area South of 23.50 south latitude, excluding the metropolitan area and the South West land division.

“Term of Employment” means a requirement made known to the employee at the time of applying for the position by way of publication in the advertisement for the position, written advice to the employee contained in the offer for the position or oral communication at interview by an interviewing officer and such requirement is accepted by the employee either in writing or orally.

“Qualifying Service” shall include all service in positions where there is a requirement as a term of employment to supply and maintain a motor vehicle for use on official business but shall exclude all absences which effect the entitlements prescribed in Clause 86 Summer Vacation Travel Concessions, of this Agreement.

- 82.2 Allowance for employees required to supply and maintain a vehicle as a term of employment:

- (a) An employee who is required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment shall be reimbursed in accordance with the appropriate rates set out in Schedule G Motor Vehicle Allowance for journeys travelled on official business and approved by the Employer.
- (b) For the purposes of this clause, school business shall include: measuring bus routes, travelling between dispersed schools for the purpose of teaching when not part of the usual duties of the employee, transporting sick school children, collecting official mail and stock, school banking, school sports meetings, school camps, field trips, site visits and in-service training courses.

- (c) An employee who is reimbursed under the provisions of Clause 82.2 of this clause will also be subject to the following conditions:
- (i) for the purposes of Clause 82.2 of this clause an employee shall be reimbursed with the appropriate rates set out in Schedule G Motor Vehicle Allowance, of this Agreement for the distance travelled from the employee's residence to the place of duty and for the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.
 - (ii) where an employee in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Schedule G Motor Vehicle Allowance, of this Agreement.
 - (iii) where an employee does not travel in excess of 4,000 kilometres in a year an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual distance travelled and 4,000 kilometres shall be paid to the employee provided that where the employee has less than twelve (12) months qualifying service in the year then the 4,000 kilometre distance will be reduced on a pro rata basis and the allowance calculated accordingly.
 - (iv) where a part time employee is eligible for a payment of an allowance under subparagraph (iii) of this clause such allowance shall be calculated on the proportion of total hours worked in that year by the employee to the annual standard hours had the employee been employed on a full time basis for the year.
 - (v) an employee who is required to supply and maintain a motor vehicle for use on official business is excused from this obligation in the event of his/her vehicle being stolen, consumed by fire, or suffering a major and unforeseen mechanical breakdown or accident, in which case all entitlement to reimbursement ceases while the employee is unable to provide the motor vehicle or a replacement.
 - (vi) the Employer may elect to waive the requirement that an employee supply and maintain a motor vehicle for use on official business, but three (3) month's written notice of the intention so to do shall be given to the employee concerned.

82.3 Allowance for employees relieving employees subject to Clause 82.2 of this clause.

- (a) an employee not required to supply and maintain a motor vehicle as a term of employment who is required to relieve an employee required to supply and maintain a motor vehicle as a term of employment shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in Schedule G of this Agreement for all journeys travelled on official business and approved by the Employer where the employee is required to use the vehicle on official business whilst carrying out the relief duties.
- (b) For the purposes of paragraph 82.3 (a) of this clause an employee shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in Schedule G Motor Vehicle Allowance for the distance travelled from the employee's residence to place of duty and the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.
- (c) Where an employee in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Schedule G Motor Vehicle Allowance.

- (d) For the purpose of this clause the allowance provided in subparagraphs 82.2 (c) (iii) and (iv) of this clause shall not apply.

82.4 Allowance for other employees using vehicle on official business.

- (a) An employee who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, but when requested by the employer voluntarily consents to use the vehicle shall for journeys travelled on official business approved by the Employer be reimbursed all expenses incurred in accordance with the appropriate rates set out in Schedule H Motor Vehicle Allowance and Schedule I Motor Cycle Allowance.
- (b) For the purpose of paragraph 82.4 (a) of this clause an employee shall not be entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and headquarters and the return distance from headquarters to residence.
- (c) Where an employee in the course of a journey travels through two (2) or more separate areas, reimbursement shall be made at the appropriate rate if applicable to each of the areas traversed as set out in Schedule H Motor Vehicle Allowance.

82.5 Allowance for towing Departmental caravan or trailer.

In cases where employees are required to tow Departmental caravans on official business, the additional rate shall be 6.5 cents per kilometre. When Departmental trailers are towed on official business the additional rate shall be 3.5 cents per kilometre.

82.6 An employee who is required to accompany school groups attending education and sporting functions when public transport is used, shall be reimbursed the cost of the fare incurred.

82.7 Employees shall be reimbursed all expenditure outlaid while using a Government vehicle on approved Departmental business.

83 PROPERTY ALLOWANCE

83.1 For the purposes of this clause:

“Prescribed Expenses” shall mean:

- (a) Legal fees in accordance with the Solicitor's Remuneration Order 1976 mutatis mutandis, duly paid to a solicitor or in lieu thereof fees charged by a settlement agent for professional costs incurred in respect of the sale or purchase, the maximum fee to be claimed shall be as set out under Item (8) of the above order.
- (b) Disbursements duly paid to a solicitor or a settlement agent necessarily incurred in respect of the sale or purchase of the residence.
- (c) Real estate agent's commission in accordance with that fixed by the Real Estate and Business Agents' Supervisory Board, acting under Section 61 of the Real Estate and Business Agents' Act 1978, duly paid to an agent for services rendered in the course of and incidental to the sale of the property, the maximum fee to be claimed shall be fifty per cent as set out under Items (1) or (2) – Sales by Private Treaty or Items (1) or (2) – Sales by Auction of the Maximum Remuneration Notice.
- (d) Stamp Duty.

- (e) Fees paid to the Registrar of Titles or to the officer performing duties of a like nature and for the same purpose in another State of the Commonwealth.
 - (f) Expenses relating to the execution or discharge of a first mortgage.
 - (g) The amount of expenses reasonably incurred by the employee in advertising the residence for sale.
- 83.2 Subject to the exclusions expressed in this clause, when an employee is transferred or promoted from one locality to another, the employee shall be entitled to be paid a property allowance for reimbursement of prescribed expenses, as defined in Clause 83.1 of this clause incurred:
- (a) in the sale of a residence in the employee's former locality which, at the date on which the employee received notice of transfer to the new locality:
 - (i) the employee owned and occupied; or
 - (ii) the employee was purchasing under a contract of sale and occupying; or
 - (iii) the employee was constructing for personal occupation on a permanent basis on completion of construction;
 and,
 - (b) in the purchase of a residence or land for the purpose of erecting a residence thereon for personal occupation on a permanent basis in the new locality.
- 83.3 An employee transferred at his or her own expense in accordance with the provisions of Part 5 of the Public Sector Management Act 1994 and an employee who applies for and is granted a transfer after periods of service of less than two years in a particular locality shall not be entitled to be paid a Property Allowance under this clause unless such payment is expressly approved by the Director General.
- 83.4 An employee is not entitled to the payment of a property allowance in respect of a sale or purchase within the terms of Clause 83.2 of this clause which is effected more than twelve (12) months after the date on which the employee took up duty in the new locality or after the date on which the employee received notification of transfer back to the former locality, provided that the Employer may in exceptional circumstances grant an extension of time for such period as is deemed reasonable.
- 83.5 An employee is not entitled to be paid a property allowance under paragraph (b) of Clause 83.2 of this clause unless that employee is entitled to be paid a property allowance under paragraph (a) of Clause 83.2 of this clause unless the employee can show that it is necessary to purchase a residence or land for the purpose of erecting a residence thereon in the new locality because of the transfer or promotion of the employee.
- 83.6 For the purposes of this clause, it is immaterial that the relevant transaction is made or entered into:
- (a) in the case of a married employee solely, jointly or as a tenant in common with -
 - (i) the employee's spouse/de facto partner; or
 - (ii) a dependent relative; or
 - (iii) the employee's spouse/de facto partner and a dependent relative.
 - (b) in the case of any other employee solely or jointly or as a tenant in common with a dependent relative living with the employee.

- 83.7 Where an employee sells or purchases a residence jointly or as a tenant in common with another person or other persons, not being a person referred to in the immediately preceding clause, such employee shall be reimbursed only the proportion of the prescribed expenses for which the employee is responsible.
- 83.8 An application by an employee for a property allowance shall be accompanied by satisfactory evidence of the payment by the employee of the prescribed expenses.
- 83.9 The Employer shall only be liable for prescribed expenses in Clause 83.1 as applicable to the Perth Median Price for housing. This amount shall be annually adjusted as of 30 September each year.

84 RELIEVING ALLOWANCE

- 84.1 An employee who is required to take up duty away from headquarters on relief duty or to perform special duty, and necessarily resides temporarily away from the employee's usual place of residence shall be reimbursed reasonable expenses on the following basis:
- (a) Where the employee:
- (i) is supplied with accommodation and meals free of charge; or
- (ii) is accommodated at a government institution, hostel or similar establishment and supplied with meals,
- reimbursement shall be in accordance with the rates prescribed in Column A, Items (1), (2) or (3) of Schedule E Travelling, Transfer and Relieving Allowance.
- 84.2 Where employees are fully responsible for their own accommodation, meals and incidental expenses and hotel or motel accommodation is utilised:
- (a) For the first forty-two (42) days after arrival at the new locality reimbursement shall be in accordance with the rates prescribed in Column A, Items (4) to (8) of Schedule E Travelling, Transfer and Relieving Allowance.
- (b) For periods in excess of forty-two (42) days after arrival in the new locality reimbursement shall be in accordance with the rates prescribed in Column B, Items (4) to (8) of Schedule E Travelling, Transfer and Relieving Allowance for employees with dependents or Column C, Items (4) to (8) of Schedule E Travelling, Transfer and Relieving Allowance for other employees: Provided that the period of reimbursement under this clause shall not exceed forty-nine (49) days without the approval of the Employer.
- 84.3 Where employees are fully responsible for their own accommodation, meals and incidental expenses and other than hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items (9), (10) or (11) of Schedule E Travelling, Transfer and Relieving Allowance.
- 84.4 If an employee whose normal duties do not involve camp accommodation is required to relieve or perform special duty resulting in a stay at a camp, the employee shall be paid Camping Allowance in accordance with the appropriate rates prescribed in Clause 78 Camping Allowance of this Agreement and Schedule F Camping Allowance, of this Agreement for the duration of the period spent in camp and, in addition, shall be paid a lump sum of \$157.00 to cover incidental personal expenses: Provided that an employee shall receive no more than one lump sum of \$157.00 in any one period of three (3) years.
- 84.5 Reimbursement of expenses shall not be suspended should an employee become ill whilst on relief duty, provided leave for the period of such illness is approved in accordance with the provisions of this Agreement and the employee continues to incur accommodation, meal and incidental expenses.

- 84.6 When an employee who is required to relieve or perform special duties in accordance with Clause 84.1 of this clause, is authorised by the Employer to travel to the new locality in the employee's own motor vehicle, reimbursement for the return journey shall be as follows:
- (a) Where the employee will be required to maintain a motor vehicle for the performance of the relieving or special duties, reimbursement shall be in accordance with the appropriate rate prescribed by Clause 82.2 Motor Vehicle Allowance of this Agreement.
 - (b) Where the employee will not be required to maintain a motor vehicle for the performance of the relieving or special duties reimbursement shall be on the basis of one half (½) of the appropriate rate prescribed by Clause 82.2 Motor Vehicle Allowance, of this Agreement: Provided that the maximum amount of reimbursement shall not exceed the cost of the fare by public conveyance which otherwise would be utilised for such return journey.
- 84.7 Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred, an appropriate rate of reimbursement shall be determined by the Employer.
- 84.8 The provisions of Clause 87 Travelling Allowance, of this Agreement shall not operate concurrently with the provisions of this clause to permit an employee to be paid allowances in respect of both travelling and relieving expenses for the same period: Provided that where an employee is required to travel on official business which involves an overnight stay away from the employee's temporary headquarters the Employer may extend the periods specified in Clause 84.2 of this clause by the time spent in travelling.
- 84.9 An employee who is directed to relieve another employee or to perform special duty away from the employee's usual headquarters and is not required to reside temporarily away from his or her usual place of residence shall, if the employee is not in receipt of a higher duties or special allowance for such work, be reimbursed the amount of additional fares paid by the employee travelling by public transport to and from the place of temporary duty.

85 REMOVAL ALLOWANCE

- 85.1 An employee who is relocated in the ordinary course of appointment, promotion or transfer or on account of illness due to causes over which the employee has no control shall be reimbursed:
- (a) the actual reasonable cost of conveyance of the employee, the employee's spouse/de facto partner and dependants;
 - (b) the actual reasonable cost of the packing and the conveyance of the employee's furniture, effects and appliances including insurance of such property whilst in transit;
 - (c) an allowance of \$525.00 for accelerated depreciation and extra wear and tear on furniture, appliances and effects.

Payment of this allowance to employees shall be made on every appointment, promotion or transfer, provided that the employer is satisfied that the value of household furniture, effects and appliances moved by the employee is at least \$3,143.00.

Where in the circumstances it is reasonable to do so, the furniture, effects and appliances of the employee may be transported on two (2) separate dates not more than six (6) months apart.

- 85.2 An employee located outside the Metropolitan Schools District who resigns after serving not less than two (2) years in the locality shall be entitled to reimbursement of costs incurred in moving to the Metropolitan Schools District as provided in paragraphs (a) and (b) of Clause 85.1 of this clause and to the allowance for accelerated

depreciation prescribed in paragraph (c) of Clause 85.1. Where an employee has served for one (1) year in the locality and the employee's resignation takes effect at the end of the school year, such employee shall be entitled to reimbursement of costs in moving to the Metropolitan Schools District as prescribed in paragraphs (a) and (b) of Clause 85.1. Otherwise an employee who resigns shall not be entitled to any benefits under this clause unless the Employer so determines.

- 85.3 An employee shall be reimbursed the full freight charges necessarily incurred in respect of the removal of the employee's vehicle. If authorised by the Employer to travel to the new locality in the employee's own motor vehicle, the employee shall, for all purposes, be deemed to be in the course of his or her employment and shall be reimbursed for the distance necessarily travelled outside the Metropolitan Schools District at the following rates:
- (a) Within District 1 at the rate of 0.5 of the appropriate rate of hire prescribed by Clause 82 Motor Vehicle Allowance, of this Agreement.
 - (b) Within District 2 at the rate of 0.625 of the appropriate rate of hire so prescribed.
 - (c) Within Districts 3 – 6 inclusive at the appropriate rate of hire so prescribed.
- 85.4 The rates prescribed in Clause 85.3 of this clause shall be paid subject to the following conditions:
- (a) the journey is by the shortest practical route;
 - (b) the reimbursement does not exceed the cost of the airfare for the employee, spouse/de facto partner and dependants; and
 - (c) the reimbursement does not exceed the cost of the employee's airfare when the employee's family travels by other means.
- 85.5 The maximum reimbursement for the cost of the packaging and the conveyance of furniture, appliances and effects including insurance whilst in transit shall be as determined by the Employer. Only necessary household furniture, appliances and effects shall be taken into consideration.
- 85.6 Receipts must be produced for all sums paid.
- 85.7 The Employer may, in lieu of cost of conveyance, authorise payment of an amount to compensate for loss in any case where an employee with prior approval disposes of the employee's furniture, appliances and effects instead of removing them to the employee's new headquarters, provided that such payment shall not exceed the sum which would have been paid if such furniture, appliances and effects had been removed by the cheapest form of transport available.
- 85.8 Where an employee is transferred or promoted and the accommodation provided is furnished and, as a consequence, it is reasonably necessary for the employee to store all or part of the furniture owned by the employee, the actual cost of such storage and insurance as approved and authorised by the employer be reimbursed.
- 85.9 Where an employee of single status is transferred or appointed to a locality and such status is subsequently changed, the employee shall be reimbursed for reasonable freight charges for any reasonable additional furniture movement required by the employee.
- 85.10 All employees appointed, promoted or transferred to localities north of 30 degrees latitude shall have included in the air ticket both to and from the locality:
- (a) an allowance for 25 kilograms excess baggage. An excess baggage allowance of sixteen (16) kilograms is to be provided for children under three (3) years of age who are not fare paying passengers.

- (b) in addition, employees appointed, promoted or transferred to isolated schools specified in Schedule E of this Agreement shall be granted an additional five (5) kilograms excess baggage allowance.
- 85.11 Where a spouse/de facto partner referred to in this clause is also an employee who is appointed, promoted or transferred to the same locality as the employee, a spouse may not claim allowances for reimbursement of expenses incurred on behalf of the spouse and dependants and claimed for by the employee.
- 85.12 Payment of the allowances under this clause shall not apply to employees transferred at their own expense in accordance with the provisions of Part 5 of the Public Sector Management Act 1994, or to employees who seek transfers after periods of service of less than two (2) years in a particular locality unless payment of an allowance is approved by the Employer.
- 85.13 Claims under this clause must be made within twelve (12) months of the appointment, promotion or transfer.
- 85.14 Employees be advised of entitlements on appointment, transfer or promotion.

86 SUMMER VACATION TRAVEL CONCESSIONS

- 86.1 Subject to Clause 86.2 hereof, employees employed in Districts 3, 4, 5 and 6 shall be entitled to the concessions specified in Schedule J Summer Vacation Travel Concessions, of this Agreement once per year when proceeding to either Perth or Geraldton in the Summer Vacation.
- 86.2 Employees who have served a full school year or an equivalent period in the district may defer taking the concession until the following Term 1, Term 2 or Term 3 vacation.
- 86.3 An employee may elect to travel elsewhere than to a centre referred to in Clause 86.1 of this clause and, in that event, shall be paid the cost of that travel up to an amount not exceeding the value of benefits to which the employee is entitled under that clause.
- 86.4 Employees employed in District 2 shall be paid fares by road and/or rail to Perth for the employee, dependent spouse/de facto partner and dependants once every two (2) years. An employee who elects to travel by road in the employee's own vehicle shall be paid at 0.625 of the appropriate rate prescribed by Clause 82 Motor Vehicle Allowance of this Agreement.
- 86.5 The mode of travel used by employees under this clause shall be subject to the approval of the Employer.
- 86.6 When an employee and the family of the employee travel together by rail, first class rail fare shall be allowed for the employee, the employee's dependent spouse/de facto partner and dependants.
- 86.7 An employee who is eligible for a travel concession in accordance with Clauses 86.1 and 86.2 of this clause and who travels by private motor vehicle shall be paid the full rates in accordance with the appropriate rate prescribed Clause 82 Motor Vehicle Allowance, of this Agreement, Schedule H Motor Vehicle Allowance of this Agreement provided that the amount of payment shall not exceed the cost:
- (a) of a return air fare by public air services of an employee when travelling alone or the return air fares of the employee, employee's dependent spouse/de facto partner and dependants when travelling together; and
 - (b) where air travel is inappropriate, of a return first class rail fare of an employee when travelling alone or the return first class rail fares of the employee's dependent spouse/de facto partner and dependants when travelling together.

- 86.8 Where an employee, subject to Clause 86.4 of this clause, travels by private motor vehicle and through no fault of the employee is prevented by natural disaster, such as flood or cyclone, from returning to the locality in which the employee is employed after the vacation, the employee shall be paid any reasonable costs incurred in transporting the employee, the family of the employee and the motor vehicle to that locality by alternative means approved by the Employer.

87 TRAVELLING ALLOWANCE

- 87.1 An employee who travels on official business shall be reimbursed reasonable expenses in accordance with the provisions contained in this clause provided that such travelling is authorised by an officer approved by the Employer.
- 87.2 When a trip necessitates an overnight stay away from headquarters and the employee:
- (a) is supplied with accommodation and meals free of charge; or
 - (b) attends a course, conference, etc, where the fee paid includes accommodation and meals; or
 - (c) travels by rail and is provided with a sleeping berth and meals; or
 - (d) is accommodated at a Government institution, hostel or similar establishment and is supplied with meals; reimbursement shall be in accordance with the rates prescribed in Column A, Items (1), (2) or (3) of Schedule E Travelling, Transfer and Relieving Allowance.
- 87.3 When a trip necessitates an overnight stay away from headquarters and the employee is fully responsible for his or her own accommodation, meals and incidental expenses:
- (a) where hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items (4) to (8) of Schedule E Travelling, Transfer and Relieving Allowance; and
 - (b) where other than hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items (9), (10) or (11) of Schedule E Travelling, Transfer and Relieving Allowance.
- 87.4 When a trip necessitates an overnight stay away from headquarters and accommodation only is provided at no charge to the employee, reimbursement shall be made in accordance with the rates prescribed in Column A, Items 1, 2 or 3 and Items 12, 13 or 14 of Schedule E Travelling, Transfer and Relieving Allowance, subject to the employees' certification that each meal claimed was actually purchased.
- 87.5 To calculate reimbursement under Clauses 87.2 and 87.3 of this clause for a part of a day, the following formula shall apply:
- (a) If departure from headquarters is:
 - before 8.00am – 100% of the daily rate.
 - 8.00am or later but prior to 1.00pm – 90% of the daily rate.
 - 1.00pm or later but prior to 6.00pm – 75% of the daily rate.
 - 6.00pm or later – 50% of the daily rate.
 - (b) If arrival back at headquarters is:

8.00am or later but prior to 1.00pm – 10% of the daily rate.

1.00pm or later but prior to 6.00pm – 25% of the daily rate.

6.00pm or later but prior to 11.00pm – 50% of the daily rate.

11.00pm or later – 100% of the daily rate.

- 87.6 When an employee travels to a place outside a radius of fifty (50km) measured from the employee's headquarters and the trip does not involve an overnight stay away from headquarters, reimbursement for all meals claimed shall be at the rates set out in Column A, Items (12) or (13) of Schedule E Travelling, Transfer and Relieving Allowance subject to the employee's certification that each meal claimed was actually purchased: Provided that when an employee departs from headquarters before 8.00am and does not arrive back at headquarters until after 11.00pm on the same day the employee shall be paid at the appropriate rate prescribed in Column A, Items (4) to (8) of Schedule E Travelling, Transfer and Relieving Allowance.
- 87.7 When it can be shown to the satisfaction of the Employer by the production of receipts that reimbursements in accordance with Schedule E Travelling, Transfer and Relieving Allowance does not cover an employee's reasonable expenses for a whole trip the employee shall be reimbursed the excess expenditure.
- 87.8 In addition to the rates contained in Schedule E Travelling, Transfer and Relieving Allowance an employee shall be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.
- 87.9 If on account of lack of suitable transport facilities, an employee necessarily engages reasonable accommodation for the night prior to commencing travelling on early morning transport the employee shall be reimbursed the actual cost of such accommodation.
- 87.10 Reimbursement of expenses shall not be suspended should an employee become ill whilst travelling, provided leave for the period of such illness is approved in accordance with provisions of Clause 73 Sick Leave of this Agreement and the employee continues to incur accommodation, meal and incidental expenses.
- 87.11 Reimbursement claims for travelling in excess of fourteen (14) days in one (1) month shall not be passed for payment by a certifying employee unless the Director General has endorsed the account.
- 87.12 An employee who is relieving at or temporarily transferred to any place within a radius of fifty (50) kilometres measured from the employee's headquarters shall not be reimbursed the cost of midday meals purchased but an employee travelling on duty within that area which requires absence from the employee's headquarters over the usual midday meal period shall be paid at the rate prescribed by Item 17 of Schedule E Travelling, Transfer and Relieving Allowance, for each meal necessarily purchased, provided that:
- (a) such travelling is not a normal feature in the performance of the employee's duties; and
 - (b) such travelling is not within the suburb in which the employee resides; and

the employee's total reimbursement under this clause for any one (1) pay period shall not exceed the amount prescribed by Item 18 of Schedule E Travelling, Transfer and Relieving Allowance.

88 COUNTRY INCENTIVES ALLOWANCE

- 88.1 For the purpose of this clause:

"District 1" shall mean that area of the State within a line commencing on the coast; thence east along latitude 28

degrees to a point north of Tallering Peak; thence southeast to Mt Gibson and Burracoppin; thence to a point southeast at the junction of latitude 32 degrees and longitude 119 degrees to the coast.

“District 2” shall mean that area of the State within a line commencing on the South coast at longitude 119 degrees; thence East along the coast to longitude 123 degrees; thence North along longitude 123 degrees to a point on latitude 30 degrees; thence West along latitude 30 degrees to the boundary of No. 1 District.

“District 3” shall mean that area of the State within a line commencing on the coast at latitude 26 degrees; thence along latitude 26 degrees to longitude 123 degrees; thence South along longitude 123 degrees to the boundary of No. 2 District.

“District 4” shall mean that area of the State within a line commencing on the coast at latitude 24 degrees; thence East to the South Australian Border; thence South to the coast; thence along the coast to longitude 123 degrees; thence North to the intersection of latitude 26 degrees; thence West along latitude 26 degrees to the coast.

“District 5” shall mean that area of the State situated between the latitude 24 degrees and a line running East from Carnot Bay to the Northern Territory.

“District 6” shall mean that area of the State North of a line running East from Carnot Bay to the Northern Territory Border.

88.2 Employees appointed, promoted or transferred by the employer to schools in Districts 2, 3, 4, 5 or 6 shall be paid an allowance for each continuous year of service completed at the school beyond the minimum compulsory service period applicable to the appointment.

88.3 This allowance shall be a percentage of the relevant Locality Allowance contained at Schedule A and be paid at the end of each additional year serviced for a maximum of four (4) years, with payment being calculated on the following basis:

Year Served Beyond Minimum Service Period	Percentage of Applicable Locality Allowance
1	42.5%
2	47.5%
3	52.5%
4	57.5%

The allowance shall be paid on a pro rata basis for actual additional service completed to employees who are transferred at the Employer’s convenience part way through a school year.

88.4 The allowance shall be paid on a pro rata basis for employees who are employed on a part time basis.

88.5 If an employee applies for and gains transfer to another school, whether in the same town or district or not, the qualifying period of service will for payment of this allowance recommence from the time of commencement of duty at the new school.

88.6 Where the Employer initiated a transfer within a town or district, service at the previous school will be regarded as being continuous with service at the new school and shall be taken into account for the purpose of calculating an entitlement to the country incentives allowance under this clause.

PART 13 OCCUPATIONAL SAFETY AND HEALTH

89 OCCUPATIONAL SAFETY AND HEALTH

- 89.1 The Parties acknowledge that a preventative approach to occupational safety and health issues is critical to the maintenance of healthy workplaces. The Parties will cooperate in the ongoing improvement of the Department's policy framework and consultative structures for occupational safety and health.
- 89.2 During the life of this Agreement, the Parties will continue to develop programs and strategies to address the following areas:
- (a) Reduction in the incidence and duration of workplace injury.
 - (b) Development of programs and strategies to facilitate the health and well-being of employees.
 - (c) Improved data management and reporting systems.
- 89.3 At all workplaces covered by this Agreement, the Employer shall, ensure compliance with the Occupational Safety and Health Act 1984; including Regulations and Codes of Practice made under that Act and will work towards implementation of the best achievable level of safety and health.
- 89.4 The Employer must, so far as practicable, ensure that an employee's workload, work conditions, job content and organisation do not lead to a deterioration of the physical or mental health of that employee.
- 89.5 Where the need is identified, the Department will provide professional development for staff on the management of stress in the workplace, identification of stressors and conflict resolution strategies.
- 89.6 Occupational Safety and Health (OSH) Representatives
- (a) The role of the OSH Representative is described in the Occupational Safety and Health Act 1984. Schools will provide sufficient time to support the OSH Representative in undertaking the duties and responsibilities of the role. It is recognised that the time allocation will be determined by site needs, varying from regular time off to time required on a needs basis.
 - (b) Arrangements to allow this to occur, inclusive of the appropriate time required per site, are to be negotiated between the OSH Representative and the Principal. Funding for relief and/or additional DOTT time to facilitate the OSH Representative's additional functions, where appropriate, may be accessed from school resources.
- 89.7 Newly elected Occupational Safety and Health Representatives will be entitled to paid time off work and reimbursement of reasonable actual expenses to attend a five (5) day accredited introductory training course within their first twelve (12) months of office.
- 89.8 Elected Occupational Safety and Health Representatives will be entitled to take leave from work, with pay and reimbursement of reasonable actual expenses, for up to three (3) days, as is required to attend agreed occupational safety and health training in each subsequent two (2) year term of office, the timing of which is to be agreed with the Principal.
- 89.9 All new employees will be provided with appropriate occupational safety and health induction training as soon as possible after their arrival, as part of their school level induction. Training will be provided in accordance with the Department of Education and Training – Occupational Safety and Health Policy. Ongoing provision of occupational safety and health training will be facilitated through the use of school development days.

- 89.10 Principals and/or Deputy Principals will be provided with introductory occupational safety and health management training. Where appropriate, ongoing professional development on OSH issues will be provided in particular to support the introduction of legislation or changes to Departmental Policy and Guidelines to all Principals and/or Deputy Principals.
- 89.11 The Parties agree that all new schools will be provided with separate toilet facilities for staff and students. It is also agreed that whenever the administration or staff facilities or toilet facilities at existing schools are upgraded, separate toilet facilities will be provided.
- 89.12 The Parties agree that all new schools will be provided with staff shower facilities at the time of construction. It is also agreed that when administration or staff facilities or toilet facilities are upgraded at existing schools, staff shower facilities will be provided.
- 89.13 Workplace Bullying
- (a) DET will develop a strategy to ensure employees are:
 - (i) Clear that DET supports a non-bullying culture in its workplaces.
 - (ii) Aware of inappropriate behaviour defined as workplace bullying.
 - (iii) Advised of and able to access professional development to raise awareness of workplace bullying and strategies to support cultural change, as required.
 - (b) DET, in consultation with the Union, will continue to refine processes and procedures for dealing with complaints made by employees about such behaviour.
- 89.14 Asbestos Removal Program
- (a) That the parties agree to collaborate on the development of a comprehensive plan to assess the risk and manage asbestos cement materials (ACM) in the workplace and develop an agreed strategy for the gradual removal of ACM from DET workplaces. Those areas assessed as high risk will be targeted first.
 - (b) The target date for the development of an agreed comprehensive plan and removal strategy is July 2007.
 - (c) Funding to implement the agreed strategy will be sought by the Department as an addition to existing funding for maintenance, however the SSTUWA recognises that the agreed strategy can only be implemented to the extent that additional funding is provided.
- 89.15
- (a) Where inappropriate handling of asbestos cement materials, vandalism or fire creates the need for specialist asbestos clean-up operations, these will be funded centrally and not from school or district budgets.
 - (b) To assist in the effective and appropriate handling of damaged asbestos cement materials, DET will provide guidelines for schools. The intent is to discourage the inappropriate maintenance of such materials and progress their removal from school sites.
 - (c) Where a specialist clean-up operation, in circumstances of vandalism or fire, is required for the handling of asbestos cement related materials, such operations will be funded centrally. Should it occasion that the clean-up is incomplete, any associated cost will be funded centrally.

89.16 Design and Technology

- (a) DET, in consultation with the SSTUWA, will undertake an audit of the maintenance support for schools' Design and Technology (D&T) equipment and the adequacy of school grant allocation for the maintenance and purchase of D&T equipment.
- (b) A report to be provided to Employee Relations Executive Committee (EREC) by the end of semester 1, 2007.

89.17 (a) DET, in consultation with the SSTUWA, will review the provision of information, instruction, supervision and training for D&T teachers and relevant Heads of Learning Areas (HOLAs).

- (b) A report will be brought back to EREC by the end of semester 1, 2007.

89.18 Graduate D&T teachers will be provided with mentoring and network support through the Graduate Teacher Professional Learning Program and the Graduate Teacher Collegial Support Program as per Clause 35.

PART 14 COUNTRY TEACHING PROGRAM & METROPOLITAN TEACHING PROGRAM

This section shall apply to schools identified in Schedule L Country and Metropolitan Teaching Program.

90 INCLUSION IN THE COUNTRY TEACHING PROGRAM & METROPOLITAN TEACHING PROGRAM

- 90.1 Schools are determined suitable for inclusion in the Country Teaching Program and Metropolitan Teaching Program based on the criteria as prescribed at Schedule K of this Agreement.
- 90.2 Country Teaching and Metropolitan Teaching Program Schools are listed in Schedule L, with agreed amendments.
- 90.3 A joint DET-Union review of the criteria in Schedule K to be undertaken with a report back on agreed revised criteria to the parties by the end of November 2006.
- 90.4 (a) A jointly agreed process which will allow for addition to or removal of schools from the Country Teaching and Metropolitan Teaching Program will be established and this will include a review of all schools on a five year cycle linked to DET SEI adjustment cycles.
- (b) No schools can be excluded or included, other than through the jointly agreed process.
- (c) Assessment will be by a joint review committee with recommendations to be presented to EREC for endorsement.
- 90.5 Schedule K shall be operative until such time as the joint review is completed. At that time the newly agreed criteria will replace the current Schedule K.

91 FINANCIAL INCENTIVES

- 91.1 This clause shall only apply to school based teaching staff and school administrators.
- 91.2 Persons employed in the Country Teaching and Metropolitan Teaching Program shall be entitled to the financial incentives as provided for in Schedule L Country and Metropolitan Teaching Program.
- 91.3 Payment of the incentive prescribed in Schedule L shall be in accordance with the following instalments:
- 1st year of continuous good service - Column A
 - 2nd year of continuous good service - Column B
 - 3rd year of continuous good service - Column C
- 91.4 For every year after the completion of three (3) years continuous good service in the Country and Metropolitan Teaching Program, employees shall be entitled to Column D prescribed on Schedule L Country and Metropolitan Teaching Program.
- 91.5 Subject to Clause 91.6, the Parties agree that payment of this incentive shall normally be payable on a fortnightly basis in addition to the employee's base rate of pay, unless otherwise agreed between the employee and Employer.
- 91.6 Subject to the approval of the Employer, the employee may elect for the financial incentive (partial or complete):

- (a) to be used to directly fund travel and/or the cost of professional development rather than be paid directly to the employee as income; or
 - (b) to be paid in a lump sum in December of each year.
- 91.7 Election to receive this financial incentive in one of the forms prescribed in 91.6 (a) or (b) must be made to the Director of Staffing no later than the commencement of the school year.
- 91.8 Where an employee does not elect to receive the financial incentive in accordance with 91.6(a) or (b), payment will automatically be made in accordance with Clause 91.5.
- 91.9 Where an employee commences in the Country and Metropolitan Teaching Program, to meet departmental needs, other than at the commencement of the school year, they shall be entitled to the financial incentives as prescribed in Clause 91.3 on a pro rata basis.
- 91.10 The entitlements set out in this clause are only transferable from one location to another with the Country and Metropolitan Teaching Program if the transfer is Employer initiated.
- 91.11 Employees may access up to five (5) additional days sick leave for each completed year of good service in the Country Teaching Program to access a recognised health facility or service. Employees who do not work in a full time capacity shall receive this entitlement on a pro rata basis. Such additional sick days will accrue for the employee whilst based in a CTP school. These accruals will not be transferred when the employee moves into the general teaching service.
- 91.12 Air-conditioning and rent subsidy will be provided to schools designated Band 1 of the Country Teaching Program.
- 91.13 (a) The Parties will re-establish the Joint Country Matters Working Party to advise EREC on country matters.
- (b) The agreed terms of reference for the Joint Country Matters Working Party to be developed between the Parties.

92 PROFESSIONAL INCENTIVES

- 92.1 Permanency
- (a) Country Teaching Program
Employees appointed to Country Teaching Program schools – see Schedule L will be employed as permanent employees, subject to selection and appointment processes complying with DET staffing policies and the completion of two (2) years good service.
 - (b) Metropolitan Teaching Program
Employees appointed to a Metropolitan Teaching Program school – Schedule L subject to selection and appointment processes complying with DET Staffing Policies will be granted permanency after satisfactory completion of two (2) years good service in the Metropolitan Teaching Program.
- 92.2 For each year of continuous good service in a school identified in Schedule L of the Country and Metropolitan Teaching Program employees shall receive bonus transfer points, subject to the completion of two (2) years continuous good service.
- 92.3 The transfer points will be as published on the Staffing Directorate Website from time to time in consultation with the Union.

PART 15 REMOTE TEACHING SERVICE

The application of the provisions contained within this part shall only be applicable to persons employed in the Remote Teaching Service (RTS).

The provisions contained within this part cease to have effect when an employee ceases to be employed in the Remote Teaching Service.

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

The Parties commit to an ongoing process of collaboration during the life of the Agreement to implement the recommendations of the Re-thinking Education and Training in Remote Aboriginal Communities Project, as agreed between the parties and subject to the consideration of the Change of Management Group.

The role of the joint reference group will be to consider, monitor and review the recommendations.

93 PRINCIPLES PERTAINING TO THE REMOTE TEACHING SERVICE

93.1 Focus of Actions

The Department seeks to focus on:

- The best possible service delivery for students, communities and teachers;
- "Location specific" flexibility and accountability with clearly defined outcomes;
- An emphasis on equity through well designed and implemented management practices that conform with the principles of natural justice, fairness and merit;
- An ongoing development program through the recruitment and maintenance of highly skilled employees; and
- Resource allocation to meet specific needs.

93.2 In supporting the focus action:

- Management structures which encourage consultation, co-operation and team work, as well as recognition of the individual will be encouraged and developed.
- Flexibility in the school year and school structures may be negotiated.
- Supportive Workplace Structures will be established, including orientation, networks and networking.
- Resources will be used effectively and efficiently to ensure the best possible results in improving the nature and quality of student outcomes.

93.3 Commitment to Employees

- Consideration of welfare and wellbeing of employees.
- Allowances to provide flexibility for individual needs.

- Leave with pay options.
- Other leave provisions.
- Travel entitlements.
- Ongoing professional development.
- A focus on "quality of life" issues.
- A guaranteed transfer on completion of tenure for teaching staff.

94 REMOTE TEACHING SERVICE (RTS) APPOINTMENT PROVISIONS

94.1 Induction

- (a) All employees new to the Remote Teaching Service (RTS) will be required to participate in paid structured induction programs prior to and during the early part of their appointment.
- (b) The form of induction may be determined according to timing of appointment, local issues and teacher needs.
- (c) Subsequent to the initial induction program further professional support will be provided, in consultation with the employee, as relevant needs are identified.

94.2 Release from Remote Teaching Service Period

- (a) While an employee may be a competent employee, he or she may be unsuitable for work in the RTS context. All employees entering the RTS will subject to a six (6) month, end dated "release from RTS period" of employment in order for the Employer to determine their suitability for work in this environment.
- (b) Permanent employees who:
 - (i) Do not successfully complete the "release from RTS period" of employment will be transferred back into the general teaching service, or
 - (ii) At the end of the "release from RTS period" of employment the Employer determines their unsuitability for work in this environment, or
 - (iii) Determine that they are unsuitable for the RTS context.

are entitled to be transferred back into the general teaching service within a reasonable period in accordance with the applicable Departmental processes.

- (c) If a temporary employee does not successfully complete "release from RTS period" of employment their contract of employment ceases. Nothing in this clause prevents a temporary employee from applying for other positions in the general teaching service.

94.3 Permanency

- (a) Employees, other than relief employees, will be appointed to the one school for a minimum of three (3) full years.

- (b) Employees appointed to the RTS, subject to selection and appointment processes complying with DET staffing policies, will be employed as permanent employees.

94.4 Employment beyond the Tenure Period of the Agreement

- (a) Upon the completion of three (3) years continuous good service at substantive level in the RTS, employees shall be guaranteed a return to the general teaching service in the metropolitan area or area of choice, subject to availability.
- (b) A jointly agreed process for the management of extensions of placement beyond a three-year term will be established.

95 RTS PART TIME OR JOB SHARE APPOINTMENTS

95.1 An employee may be able to take up a part time or job share position within the RTS subject to the approval of the District Director.

95.2 Part time employees will accrue RTS entitlements on a pro rata basis, in accordance with the designated work fraction and length of tenure in the RTS

95.3 Due to the difficulty in staffing schools in the RTS and finding suitable accommodation, part time or job share appointments will only be approved by the District Director subject to:

- (a) The availability of suitable accommodation (this may include sharing accommodation);
- (b) An agreement between job share applicants for a fixed period of time;
- (c) If staffing levels require one Full Time Equivalent (FTE), the part-time employee's hours must equate to one FTE;
- (d) If an employee who enters into an agreed job share arrangement withdraws, the Employer will review the feasibility of this arrangement. This may result in the cancellation of the job share arrangement.

95.4 Where the staffing levels of a school do not require a Full Time Equivalent employee adherence to Clause 95.3 (b), (c) and (d) may not be necessary.

96 RTS SALARIES/ALLOWANCES

96.1 Bereavement Leave

- (a) Where the bereavement requires travel away from the RTS worksite, the employer will pay the employee travel costs up to the equivalent of the cheapest available return airfare (at the time) to Perth.
- (b) Eligibility for bereavement leave is subject to the requirements of Clause 60.
- (c) Employees are not restricted from travelling to other destinations, where the costs incurred do not exceed the costs that would be incurred if the employee were to travel to Perth.

96.2 Differential Remuneration Package

- (a) A 'school specific' differential remuneration package, as detailed in Schedule M Differential Salary Location Allowances, will be paid in addition to the employees' base rate of pay.

- (b) Locality Allowances as prescribed in Clause 81 Locality Allowance of this Agreement will be paid to persons employed in the RTS.
- (c) Clause 52 Additional Payments of this Agreement will not be available to employees covered by this Part.
- (d) The Country Incentives Allowance provided for in Clause 88 will not be available to employees covered by this Part.

96.3 Parental Leave and Travel Costs

- (a) A female employee commencing parental leave will be entitled to be paid the cost of return travel, up to the cost of the cheapest (at the time) return airfare (or equivalent) from the school to the nearest main centre as per Schedule N Remote Teaching Schools and Main Centre.
- (b) An employee whose spouse/de facto partner is commencing parental leave shall be entitled to the provision contained in clause (a) notwithstanding that the spouse or de facto partner may not be employed in the Department or otherwise.
- (c) An employee whose spouse/de facto partner has given birth, or is expecting a child at another location, is entitled to travel and up to one (1) week paid parental leave. Travel will be paid to the cost of the cheapest airfare (at the time) return airfare (or equivalent) from school to the nearest main centre as outlined in Schedule N Remote Teaching Service Schools and Main Centre.
- (d) Where Parental Leave is taken, it shall not constitute a break in continuous service and will be considered good service for the purposes of any of the entitlements associated with the RTS.

96.4 Employees may access up to five (5) additional days sick leave for each completed year of good service in the RTS to access a recognised health facility or service. Employees who do not work in a fulltime capacity will receive this entitlement on a pro rata basis. Such additional sick days will accrue for the employee whilst based in a Remote School. These accruals will not be transferred when the employee moves into the general teaching service.

97 RTS TEACHER RELIEF

97.1 The parties will review the matter of coverage of DOTT by internal relief in the RTS during the life of the Agreement. This review will be informed by the trial as outlined in Clause 97.2.

97.2 RTS DOTT Trial

- (a) A trial for the payment of internal relief for DOTT will be held in Remote Teaching Schools in the Pilbara District. This trial will begin at the commencement of the 2007 school year.
- (b) The conditions for payment of internal relief for DOTT coverage will be as outlined:
 - (i) Guidelines and reporting processes for the management of this trial will be agreed between the Parties.
 - (ii) An RTS teacher will be required to cover teacher relief up to 50% of their DOTT entitlement per term.
 - (iii) Beyond 50% of an entitlement per term, alternative arrangements should be sought.

- (iv) If teacher relief cannot be attained, an RTS teacher undertaking teacher relief beyond the 50% requirement per term will be paid as per the internal relief scale in Clause 53.

97.3 The employee will, if called upon, undertake relief of up to four (4) consecutive weeks at any one time, within a cluster of schools.

97.4 The above periods may be further extended by agreement with the employee.

97.5 Remote Relief Accommodation/Meals

- (a) Where relief teachers who undertake duties for short periods in the RTS are required to be accommodated by an on site host teacher, the host teacher will be reimbursed \$ 40.00 per day by the Department for the duration of the relief period for food and other costs incurred by the host teacher. No allowance will be paid to the relief teacher.
- (b) Reimbursement is only available after all internal relief commitments have been undertaken by employees who are covered by this Agreement.
- (c) A relief teacher residing within the location where duty is to be undertaken is not eligible for this reimbursement.

97.6 Where practicable, all relief teachers will be accommodated by employees occupying GEHA housing. Commercial accommodation shall be considered as a last resort.

98 RTS FLEXIBLE SCHOOL YEAR

98.1 To meet the educational needs of individual schools and subject to the approval of the Director General, the school year and hours per day will be flexible.

98.2 This provision is designed taking into account educational, cultural, climatic and local factors.

98.3 Instructional time and DOTT will be the same as for the general teaching service, subject to flexibility as provided for in this clause to meet the specific needs of the RTS.

98.4 The Principal will discuss school hours and days of attendance with the school community council, taking into account local circumstances and best practice. Prior to doing this, discussions must be approved by the Employer. Employees will be consulted during this process and will have input into any changes to hours of instruction, daily attendance and the school year prior to any implementation.

98.5 School vacation dates may vary from that published from time to time as being generally applicable for Government schools, to take account of this required flexibility.

99 RTS FLEXIBLE SCHOOL ORGANISATION

99.1 The Principal in conjunction with other staff may establish flexible work patterns. The overall allocation of staffing resources to these schools will be maintained. For example, teacher/student ratios will form the notional staffing entitlement. Within the resource allocation, however, the flexibility to deploy staff will be enhanced.

99.2 Student Groupings: To maximise the expertise of employees and to match resources to learning programs, the Principal in conjunction with other staff will form groups for instructional purposes according to need.

99.3 Teaching Load: The Principal in conjunction with other staff will balance teaching loads throughout the school year to maximise flexibility.

- 99.4 Role Boundaries: The Principal in conjunction with other staff will have the flexibility to vary their roles. The role division between primary and secondary teaching specialists can be diminished, provided that the training background and capacities of staff to expand their roles are considered carefully and discussed collegially.
- 99.5 The parties agree to establish a Remote Teaching Service Steering Group, co-chaired by the Executive Director responsible for Indigenous Participation and Achievement Standards and the President of the State School Teachers' Union or their nominees, with the purpose of establishing agreed policies and procedures for:
- (a) Issues of induction and tenure within remotes;
 - (b) Issues specifically related to the implementation of the Ngaanyatjarra One School; and
 - (c) Other issues arising from the implementation of recommendations in the report titled Re-Thinking Education and Training In Remote Aboriginal Communities.

100 REMOTE TEACHING SERVICE LEAVE

100.1 Employees shall be entitled to Remote Teaching Service Leave (paid at the base rate of pay) in accordance with the following:

Length of Continuous Teaching Service	RTS Leave Entitlement
Upon completion of six (6) semesters, continuous & good service teaching	10 weeks
Upon completion of eight (8) semesters, continuous & good service teaching	22 weeks (inclusive of the 10 weeks entitlement after 6 semesters)
For each completed semester after completion of eight (8) semesters continuous & good service teaching	1 calendar week

- 100.2 Remote Teaching Service Leave can only be taken as described above. No pro rata leave is available.
- 100.3 There will be no entitlement to the leave prescribed in Clause 100.1 in any form unless the service conditions of the RTS are met within location R1, R2 or R3 as outlined in Schedule N Remote Teaching Schools and Main Centres, and the teaching period is continuous good service.
- 100.4 The entitlements set out in this clause are transferable from one (1) remote location to another (ie. R1, R2 or R3) if the transfer is employer initiated or there are other extenuating circumstances or compassionate grounds.
- 100.5 Where an employee takes RTS leave over more than one (1) term, any period of school vacation that occurs between the terms shall be regarded as remote teaching service leave.

101 THE ABILITY TO TAKE REMOTE TEACHING SERVICE LEAVE

- 101.1 Accrued RTS leave of ten (10) or twenty two (22) weeks shall be taken within three (3) years of it becoming due.
- 101.2 All RTS leave shall be taken at a mutually agreeable time.
- 101.3 RTS leave shall be cleared in one unbroken period and the leave shall be cleared prior to an employee returning to the mainstream teaching service.
- 101.4 Notwithstanding Clause 101.3 the employer may in special circumstances waive Clause 101.3.

102 REMOTE TEACHING SERVICE BREAKS

- 102.1 RTS leave entitlements will only accrue for good service. The definition of good service will be in accordance with the meaning commonly used in the Department of Education and Training with respect to service that counts towards long service leave.
- 102.2 A break in service of at least three (3) calendar years will be required before employees are deemed to be commencing RTS Service for the purposes of accruing RTS leave. For the purpose of this clause the taking of Remote Teaching Service Leave shall not count as a break in service, but shall not be considered good service for the purpose of accruing additional entitlements.

103 RTS TRAVEL AND LOCATION

103.1 Transport of personnel and effects

In addition to conditions and entitlements relating to the transport of the employee provided for employees outside the RTS, the following additional benefits will apply to persons employed in the RTS to address unique circumstances:

- (a) One motorcycle (per family member), a boat to a maximum length of six (6) metres (with trailer) and a box trailer up to 2m x 1.3m may be approved for transportation.
- (b) A fair and reasonable excess baggage provision may be allowed to cater for employees (especially those with families) either taking up appointments or flying out of those localities identified within the RTS where road access is not likely to be available within a fair and reasonable time.

103.2 Remote Teaching Service Travelling Allowance

- (a) Employees whilst employed in the RTS shall be entitled to claim reimbursement for travelling once each year to their Main Centre as provided for in Schedule N Remote Teaching Schools and Main Centre.
- (b) The employer shall determine, in a cost efficient manner, when and how this entitlement can be utilised by employees,
- (c) Notwithstanding, Clause 103.2(a) of this clause where an employee travels by road using a Government vehicle such employee is only entitled to reimbursement of expenditure incurred in the use of that vehicle as if the employee were travelling on approved Departmental business.

103.3 Where it can be shown that it is less costly or cost equivalent for an employee to travel to a centre other than the centre designated in Schedule N Remote Teaching Schools and Main Centre, an application may be made to the District Director for the designated centre to be varied.

PART 16 TEACHER RELIEF PROGRAM

104 TEACHER RELIEF PROGRAMS

104.1 State Wide Relief Program

- (a) The application of the provisions contained under the State Wide Relief Program shall only be applicable to persons employed in the State Wide Relief Pool.
- (b) The provisions cease to have effect when an employee ceases to be employed in the State Wide Relief Program
- (c) Where a provision under the State Wide Relief Program is inconsistent with any other provision contained within this Agreement, the provisions of this section shall apply.
- (d) Teachers employed as State Wide Relief Program members shall be required to fill relief vacancies at a variety of locations in the State of Western Australia.

104.2 The State Wide Relief Program shall consist of two categories:

- (a) Category 1 – Teachers in this group will be expected to undertake vacancies at a variety of locations of an indefinite duration.
- (b) Category 2 – Teachers in this group will be expected to fill vacancies at a variety of locations of a short-term duration.

104.3 Category 1 Members

- (a) Category 1 State Wide Relief Program members shall undertake teacher relief duties at an agreed local school/town in the event the Department does not require the teacher to teach at an alternate location. A teacher's circumstances shall be taken into consideration in determining a suitable country placement.
- (b) Category 1 State Wide Relief Program members shall be appointed to the State Wide Relief Program 1 for a minimum of two (2) years.
- (c) Category 1 State Wide Relief Program members shall be granted permanency with the Department of Education and Training upon the completion of two (2) years continuous good service as a member of the State Wide Relief Pool.

104.4 Allowances

- (a) Category 1 Allowances
 - (i) State Wide Relief Pool members shall be entitled to a dislocation allowance to the value of \$12,500 per annum to be paid fortnightly.
 - (ii) The dislocation allowance provided at 107.5 (a) is paid in lieu of any allowance provided to teachers on the basis of the location of the school, such as a locality allowance or remote teaching service differential salary package.
 - (iii) The Department shall provide \$700 per annum to the host school at which the Category 1 State Wide Relief Pool member is nominally attached for the provision of professional development.

(b) Category 2 Allowances

Category 2 State Wide Relief Pool members shall be entitled to payment of the locality and/or school specific allowances applicable to teaching staff at the school where they are relieving on a pro-rata basis.

104.5 Travel and Accommodation

- (a) (i) Where the undertaking of relief requires an overnight stay, State Wide Relief Pool members shall be entitled to accommodation in the relief location free of charge.
- (a) (ii) State Wide Relief Pool members will be entitled to free travel to and from the relief location.
- (b) The host accommodator of a State Wide Relief Pool member shall be paid a daily allowance of \$45 for the period the State Wide Relief Pool member is in residence.

104.6 School-Based Relief Teacher Position (Trial)

- (a) DET will continue to explore strategies to expand opportunities for permanency. One strategy, the "School-based Relief Teacher Program" will be developed. This position will deliver one (1) FTE over the school's normal FTE allocation with central funding of 0.8 FTE and school funding of 0.2 FTE.
- (b) In its first phase in 2007 there will be a trial in fifteen (15) secondary and primary schools.
- (c) These schools will have a school-based relief teacher program positions allocated.
- (d) Appointment to this designated position will be according to DET staffing policies.
- (e) A successful applicant to a school-based relief teacher program position (positions) may access permanency, subject to satisfactory performance as a teacher, after two years continuous service, providing the selection and appointment process complies with DET Staffing Policies.
- (f) The teacher engaged in the school-based relief teacher program position will have a teaching and learning responsibility. Reference to teaching and learning requirements will be as per the guidelines at Schedule T.
- (g) A report back to the parties on the outcomes of the trial will be provided at the end of 2007, with a view to expanding the program.

104.7 Schools currently appointing a relief teacher under the 2006 DET 80:20 Program shall be able to continue this arrangement in 2007 subject to the examination of the 2006 arrangement and the viability of each school to participate in the program as per the number of authorised sick leave days in the preceding two years.

PART 17 SCHOOL PSYCHOLOGISTS

105 SCHOOL PSYCHOLOGISTS

The application of the provisions contained within this Part only apply to persons employed as School Psychologist, Senior School Psychologist, and Advanced Skills School Psychologist.

Where there is an inconsistency between this Part and the Agreement the provisions of this Part prevail to the extent of any inconsistencies.

105.1 School Psychologists

- (a) The parties acknowledge there is a need to retain experienced and competent School Psychologists in duties directly associated with quality school psychology practice. To achieve this, a new School Psychologist career structure will be introduced to enhance career opportunities for School Psychologists and recognise their professionalism and engagement in ongoing professional learning.
- (b) School Psychologists, Level 1 will progress to School Psychologist Level 2 subject to the following requirements:
 - (i) Full registration status with the Psychologists Board of Western Australia; and
 - (ii) twelve (12) months on the maximum of School Psychologists, Level 1.5

105.2 CAREER PATH

Senior School Psychologists

- (a) A Senior School Psychologist classification will be introduced to enhance career opportunities for School Psychologists and to recognise their professionalism and engagement in ongoing professional learning.
- (b) Progression from Senior School Psychologist Level 1 to Senior School Psychologist Level 2 will be by annual progression, subject to satisfactory performance.
- (c) Senior School Psychologists are required to perform responsibilities as negotiated with the line manager from the list described at Schedule R of this Agreement.
- (d) Criteria for Progression to Senior School Psychologist

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

- (i) Complete a minimum of 12 months (1 year) full-time equivalent service at Level 2.4 of the salary scale; and
- (ii) Undertake relevant professional learning or relevant study at a university or TAFE college or equivalent related to the draft Competency Framework, including delivery of professional learning, as agreed between the parties.
- (iii) School psychologists may make application to commence required professional learning in the year at which they reach level 2.2 salary.

105.3 Transitional Arrangements for Senior School Psychologist

- (a) Effective from the date of registration, School Psychologists who have been one (1 year) or more years at Level 2.4 may apply for Senior School Psychologist status.
- (b) On receipt of an application outlining professional development over the past three (3) years the school psychologist will progress to Senior School Psychologist, using an agreed pro-forma to be developed by the parties.
- (c) The transition process will remain available for 12 months from the date of registration. After this time all applications need to be made according to Clause 105.2

105.4 Advanced Skills School Psychologist

- (a) An Advanced Skills School Psychologist status will be introduced in recognition of and to reward School Psychologists who demonstrate exemplary practice and a commitment to ongoing professional learning.
- (b) Criteria and selection processes will be jointly developed using the draft Competency Framework for School Psychologists during the life of this Agreement.
- (c) The Advanced Skills School Psychologist Information and Guidelines, including agreed responsibilities will be jointly developed by the Parties.
- (d) Advanced Skills School Psychologists will be required to negotiate agreed responsibilities as per the Advanced Skills School Psychologist Information and Guidelines.
- (e) Permanency

On appointment to Advanced Skills School Psychologist status, School Psychologists will be granted permanent status to the Department.

105.5 Psychologist Leadership Position

During the life of the Agreement the Parties will investigate the development of a leadership position in the psychologist career path structure. This will include description of role and responsibilities.

105.6 Competency Framework

A Competency Framework for School Psychologists describing professional competencies and work-related standards for each phase of the School Psychologist career structure will be jointly developed by the Parties.

105.7 Hours

- (a) The ordinary hours of work shall be 150 hours per four (4) week period with an average of 37.5 hours per week.
- (b) The normal hours of work are 7.5 hours per day.

105.8 Leave

A person employed as School Psychologist, Senior School Psychologist or Advanced Skills School Psychologist is:

- (a) Entitled to payment of salaries and allowances during school vacation periods; and
- (b) Required to be on duty for four (4) weeks per year when teachers are on vacation. This period is to be agreed in consultation with the line manager, provided the operational requirements of the Department can be met.
- (c) Entitled to have Easter Tuesday as a paid leave day.

105.9 Employees will receive the following wage increases during the term of this Agreement:

- 2.5% effective from the first pay period commencing on or after 1 August 2006;
- 2.0% effective from the first pay period commencing on or after 1 February 2007;
- 2.0% effective from the first pay period commencing on or after 1 August 2007;
- 2.5% effective from the first pay period commencing on or after 1 February 2008.

105.10 Salaries for School Psychologists shall be paid in accordance with the following table:

School Psychologist Level	Current Rate	August 2006	February 2007	August 2007	February 2008
1.1	\$46,368	\$47,527	\$48,478	\$50,665	\$51,932
1.2	\$49,210	\$50,440	\$51,449	\$53,771	\$55,115
1.3	\$52,055	\$53,356	\$54,424	\$56,880	\$58,302
1.4	\$54,896	\$56,268	\$57,394	\$59,984	\$61,484
1.5	\$57,736	\$59,179	\$60,363	\$63,087	\$64,664
2.1	\$60,576	\$62,090	\$63,332	\$66,190	\$67,845
2.2	\$63,421	\$65,007	\$66,307	\$69,300	\$71,032
2.3	\$65,974	\$67,623	\$68,976	\$72,089	\$73,891
2.4	\$68,532	\$70,245	\$71,650	\$74,884	\$76,756
Senior School Psychologist 1	\$72,584	\$74,399	\$75,887	\$79,311	\$81,294
Senior School Psychologist 2	\$74,195	\$76,050	\$77,571	\$81,071	\$83,098

105.11 Flexible Hours

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

- (a) An improved service to schools and teachers in the delivery of support and professional development occurs;
- (b) The requirement for out of hours work by a School Psychologist is the direct result of a request by teachers or a school for support or professional development or other reasonable requirements of a District Office or Central Office to participate in professional development activities;

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

105.12 Laptops

School Psychologists will be entitled to enter the Notebooks program under the same terms and conditions as teachers and administrators.

105.13 Travel

Travel will be paid at rates as per Clause 87 and Schedule E.

105.14 Psychologists' Leave Management

The District Office will ensure that in situations when a School Psychologist is absent from the workplace, the relevant duties and responsibilities to schools will continue to be undertaken, subject to staff availability.

- 105.15 (a) The Parties recognise the growing complexities in meeting the social, emotional, psychological and educational needs of students. The school's psychologist supports structure plays an integral role in ensuring students are able to engage in and benefit from effective teaching and learning opportunities. DET initiatives such as Building Inclusive Schools and the Extension to the Leaving Age, as well as increased expectations from community require effective partnerships between schools and support services.
- (b) Within the context of this changing environment, DET will examine current practices with a view to:
 - (i) Clarifying needs and appropriate levels of resources for the provision of student services; and
 - (ii) working towards an agreed School Psychologist staffing level.

PART 18 PART TIME SPECIALLY ORGANISED CLASS TEACHERS

106 PART TIME SPECIALLY ORGANISED CLASS TEACHERS

The application of the provisions contained within this Part shall only be applicable to persons employed as Part Time Specially Organised Class teachers.

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

106.1 A Part Time Specially Organised Class teacher (PTSOC teacher) supports student learning outcomes in specified areas of curriculum where the curriculum requires specialised expertise, knowledge and experience beyond that held by classroom teachers.

106.2 Conditions of Employment

- (a) PTSOC teachers shall be engaged on a casual hourly basis.
- (b) PTSOC teachers shall be employed for a minimum engagement period of one (1) hour and paid by the hour for each hour worked.
- (c) PTSOC teachers shall receive a 20% loading, in lieu of all conditions of employment, leave, allowances and other entitlements provided for under the provisions of this Agreement.
- (d) Effective from the registration date of this Agreement PTSOC teachers shall be paid in accordance with the following table, which is inclusive of the casual loading as prescribed in 106.2(c):

PTSOC Teachers	Current Hourly Rate	August 2006	February 2007	August 2007	February 2008
Instructor	\$29.83	\$30.58	\$31.19	\$31.81	\$32.62
Pianist - Accompanist	\$20.43	\$20.94	\$21.36	\$21.79	\$22.33

106.3 Nothing in this clause shall confer "permanent or temporary" status on a PTSOC teacher.

PART 19 SWIMMING INSTRUCTORS

This Part shall apply to persons who are employed for the instruction or supervision of swimming classes organised through the Department of Education and Training.

Where there is an inconsistency between this Part and the remainder of the Agreement the provisions of this Part shall apply.

107 SWIMMING INSTRUCTORS

107.1 Definitions

"Centre Supervisor" shall mean a person employed by the Employer to instruct or supervise swimming classes who is responsible for the supervision of staff and who holds an approved qualification.

"Level 1 Instructor" shall mean a person employed by the Employer to instruct or supervise swimming classes, who holds an approved qualification and who has satisfactorily instructed less than 360 swimming lessons;

"Level 2 Instructor" shall mean a person employed by the Employer to instruct or supervise swimming classes, who holds an approved qualification and who has satisfactorily instructed 360 or more, but less than 2000 swimming lessons;

"Level 3 Instructor" shall mean a person employed by the Employer to instruct or supervise swimming classes, who holds an approved qualification and who has satisfactorily instructed 2000 or more swimming lessons;

An "in-term" lesson rate shall be considered to consist of 55/60 of an hour and include instructional time, changeover and other duties;

A "vacation" rate is comprised of an hourly rate consisting of instructional time, changeover and other duties.

107.2 Contract of Service

- (a) All Swimming Instructors and Swimming Supervisors employed in accordance with Part 19 shall be deemed casual employees.
- (b) The minimum engagement period for swimming instructors and swimming supervisors shall be two lessons for In-term swimming and two (2) hours for vacation swimming.
- (c) An employee shall not be required to undertake more than three (3) consecutive periods of instruction without an unpaid break of at least ten (10) minutes, unless otherwise agreed.
- (d) A casual loading of 20% will be paid to all swimming instructors and supervisors in lieu of all conditions of employment, leave, allowances and other entitlements provided for under the provisions of this Agreement.
- (e) Swimming Instructors and Supervisors will be paid at the rates prescribed in Clause 107.4 Rates and Pay of this Agreement, which are inclusive of the 20% casual loading prescribed in 107.2(d).
- (f) At all workplaces covered by this Agreement, the Employer will ensure compliance with Clause 39 Occupational Safety and Health and will work towards implementation of the best achievable level of safety and health.

107.3 Class Sizes

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

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

(b) It is recognised that centre and students needs may require variation from these class sizes, provided that:

- (i) Instructor(s), requested to accept a class size greater than those referred to above, may utilise the grievance procedures if they feel aggrieved by the proposed variation; and
- (ii) Implementation is to be within available physical and human resources.

107.4 Rates of Pay

(a) Employees will receive the following wage increases during the term of this Agreement:

- 2.5% effective from the first pay period commencing on or after 1 August 2006;
- 2.0% effective from the first pay period commencing on or after 1 February 2007;
- 2.0% effective from the first pay period commencing on or after 1 August 2007;
- 2.5% effective from the first pay period commencing on or after 1 February 2008.

(b) The minimum in term lesson rate and vacation swimming hourly rate of wage payable to employees covered by this Part shall be as outlined below inclusive of casual loading:

Classification	Current Rate	August 2006	February 2007	August 2007	February 2008
Level 1 Instructor (In-term)	\$17.94	\$18.39	\$18.76	\$19.13	\$19.61
Level 1 Instructor (Vacation)	\$19.57	\$20.06	\$20.46	\$20.87	\$21.39
Level 2 Instructor (In-term)	\$18.53	\$18.99	\$19.37	\$19.76	\$20.25
Level 2 Instructor (Vacation)	\$20.22	\$20.73	\$21.14	\$21.56	\$22.10
Level 3 Instructor (In-term)	\$19.49	\$19.98	\$20.38	\$20.78	\$21.30
Level 3 Instructor (Vacation)	\$21.28	\$21.81	\$22.25	\$22.69	\$23.26
Swimming Supervisor (In-term) 1 - 5 Staff	\$21.50	\$22.04	\$22.48	\$22.93	\$23.50
Swimming Supervisor (Vacation) 1 - 5 Staff	\$23.47	\$24.06	\$24.54	\$25.03	\$25.65
Swimming Supervisor (In-term) 6 - 10 Staff	\$24.26	\$24.87	\$25.36	\$25.87	\$26.52
Swimming Supervisor (Vacation) 6 - 10 Staff	\$26.47	\$27.13	\$27.67	\$28.23	\$28.93
Swimming Supervisor (In-term) 11+ Staff	-	\$27.01	\$27.55	\$28.10	\$28.80
Swimming Supervisor (Vacation) 11+ Staff	-	\$29.47	\$30.06	\$30.66	\$31.43

107.5 Career Path

- (a) That an additional salary increment be included in the Swimming Supervisor category creating three (3) increments, with movement being determined by number of staff supervised and that being
 - Level 1: 1 to 5 staff
 - Level 2: 6 to 10 Staff
 - Level 3: 11 + staff
- (b) That provision for an additional deputy be made for “short series”, under agreed circumstances.
- (c) "In-term" rates shall equate to 55/60 of the hourly "vacation" rate.
- (d) A joint review of “designated hours” underpinning movement on the salary increment for Swimming Instructors, that this be completed within six months of the end of the current Agreement.
- (e) Centre Supervisors will be paid for annual scheduling and planning of the yearly metropolitan "in-term" program depending on the number of schools to be timetabled. Payment will be in accordance with the following table

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

107.6 Centre Supervisors

- (a) For the purposes of undertaking their duties, Centre Supervisors
 - (i) Receive a flat rate of one (1) lesson per term (In-term) or one (1) hour per series (VacSwim) for the purpose of collection and drop off of materials, equipment and paperwork
 - (ii) A jointly developed and agreed Supervisor’s Support Manual, to include guidelines for matters such as supervision, lesson organization and change over time, and that this manual be completed for the commencement of the 2007 school year.

107.7 Grievance Resolution Procedure

- (a) The application of the Grievance Resolution Procedure and principles applying to this Part shall be consistent with Clause 111 Grievance Resolution Procedures contained within Part 20.
- (b) The Grievance Resolution Procedure for persons employed in accordance with this Part shall operate in the following manner:

(i) Stage One

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

(ii) Stage Two

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

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

(iii) Stage Three

Where the Manager, Swimming and Water Safety is unable to resolve the issue, the matter may be referred to the Director General of the Department of Education and Training and the President of the Union, or their nominees for resolution. Should the matter be unable to be resolved the grievance may be referred by either party to the Industrial Relations Commission for determination.

107.8 Professional Development

- (a) A professional development policy, including induction, will be jointly developed. Agreed directions will be implemented.
- (b) Discussions will commence no later than six (6) months after the registration of this Agreement and the policy.
- (c) Where available, paid access to jointly agreed professional development will be made available e.g. child protection, behaviour management, code of conduct.
- (d) An allocation of up to three (3) hours paid time may be made available per annum for the purposes of Performance Management.

107.9 Lesson Breaks

- (a) Agreed guidelines for the use of paid Lesson Breaks will be jointly developed.
- (b) Discussions will commence no later than six (6) months after the registration of this Agreement.

107.10 Health and Well-being

(a) Vaccinations

Swimming Instructors and Swimming Supervisors will be able to access free vaccinations for hepatitis A & B in agreed high risk areas.

(b) Protective Gear

Swimming Instructors and Swimming Supervisors may seek to be provided with the following protective items: hats, sunscreen and 'UV protective' clothing

107.11 Travel

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

107.12 Induction

- (a) Agreed induction sessions will be paid. This includes, but may not be limited to, pre-service swimming supervisor meetings, regional swimming instructor meetings, instructor meetings and centre in-services.
- (b) When a swimming instructor, other than a relief instructor, joins an operating centre the swimming supervisor will conduct an induction session of one hour with the instructor before the finish of the instructors' second day, and this will be paid.

107.13 Services Agreement

The Parties recognise that the Service Agreements used between DET and swimming centres are important in ensuring consistent practices relating to such matters as admission, phone access, OSH and security of property are achieved. The Parties will work together to clearly identify aspects for potential inclusion in Service Agreements. These Service Agreements may vary from site-to-site.

PART 20 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

108 THE EMPLOYEE RELATIONS EXECUTIVE COMMITTEE (EREC)

- 108.1 The Employee Relations Executive Committee (EREC) was established in 1995 to allow the Parties to consult and address strategic and operational issues that may impact on employees.
- 108.2 The Parties consider EREC an effective consultative committee and seek to formalise its purpose and composition in this Agreement.
- 108.3 The EREC is established to allow the Parties to consult and address:
- (a) Strategic and operational issues;
 - (b) Proposed system wide initiatives; and
 - (c) Other matters as agreed between the Parties
- that may impact on employees
- 108.4 The Parties agree that:
- Consultation should be actively promoted.
 - Where the Employer proposes to make, and before deciding changes likely to affect existing work practices, conditions or employment opportunities the Union will be notified by the Employer as soon as is reasonably practicable.
 - The Employer will provide to the Union appropriate information about the changes, including for example the effect of the changes on employees, provided the Employer will not disclose any information that is confidential.
- 108.5 The EREC consists of nominated representatives of the Employer and of the Union of generally equal numbers.
- 108.6 The EREC meets on a regular basis, normally every three (3) weeks, and can be convened on an urgent basis within seven days (7) of a written request being received from either party.
- 108.7 The EREC determines its own operating procedures.

109 CHANGE MANAGEMENT

- 109.1 The Parties agree and acknowledge that change and reform is an ongoing feature of education and of the public school education system and that the planning and management of change is a major risk area. The site-level management and implementation of this change is a key aspect of the role of school administrators and teachers. The direction and nature of these changes will be determined largely by the Department's strategic planning process, the outcomes of which are currently reflected in the Plan for Government School Education 2004 – 2007.
- 109.2 The Parties affirm their commitment to a process of collaboration and partnership in relation to the development, implementation and monitoring of key policies, procedures and reforms in education.

- 109.3 (a) An agreed change management process is in place and is operational to ensure that all key initiatives and reforms that are to be implemented by schools are subject to a full analysis in terms of their impact on employees and schools.
- (b) This process includes:
- (i) an open and transparent process for explaining the rationale for a particular change;
 - (ii) consultation with the Union and with key stakeholders on the reasons for change and the ways in which the change might be implemented and possible responses;
 - (iii) consideration of a comprehensive and documented plan for implementing the change, including a risk management component of the impact on schools and the resources to be allocated to implement the change;
- and
- (iv) ongoing joint monitoring and review of implementation to enable response to problems.
- (c) This process ensures that the workload, resourcing and timing of all initiatives and procedures are given due consideration in order to maximise the ability of the system, schools and individuals to plan, implement and manage these effectively. This consideration includes the need for the Department to have a cumulative, comprehensive picture of the initiatives, procedures and improvements that significantly impact at a school level.

110 NOTIFICATION OF CHANGE

- 110.1 Where the Employer has made a definite decision to introduce major changes that are likely to have a significant effect on employees' conditions of employment or employment, the Employer shall notify the employees who may be affected by the proposed changes and the Union.
- 110.2 For the purpose of this clause "significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's work force or in the skills required, elimination or diminution of the job opportunities, promotion opportunities or job tenure; the need for retraining or transfer of employees to other work or locations and restructuring of jobs.
- 110.3 The Employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in Clause 110.1 of this clause; the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- 110.4 The discussion shall commence as early as practicable after a firm decision has been made by the Employer to make the changes referred to in Clause 110.1 of this clause, unless by prior arrangement, the Union is represented on the body formulating recommendations for change to be considered by the Employer.
- 110.5 For the purposes of such discussion the Employer shall provide to the employees concerned and the Union all relevant information about the changes; including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees; provided that the Employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the Employer's interests.

111 GRIEVANCE RESOLUTION PROCEDURE

- 111.1 These grievance resolution procedures cover grievances about workplace matters that affect one or more employees. A grievance includes situations within the control or responsibility of the Employer or its employees where there has been an action, decision or an omission that the aggrieved employee(s) regards as unjust, wrongful or discriminatory. The resolution of a grievance under these procedures should be capable of being implemented by action at the workplace.
- 111.2 This grievance resolution procedure excludes those grievances:
- (a) more appropriately dealt with by awards or legislation involving such matters including:
 - (i) Sexual harassment;
 - (ii) Equal opportunity;
 - (iii) Occupational safety and health;
 - (iv) Performance and disciplinary matters; or
 - (v) Criminal behaviour.
 - or
 - (b) arising from the application of system-wide policies or as a result of decisions by the central office of the Department, and are not able to be resolved at the workplace level.
- 111.3 Grievances referred to in Clause 111.2 are to be resolved by recourse to Clause 112 Dispute Settlement Procedure.
- 111.4 This grievance resolution procedure has been developed to achieve the following objectives:
- (a) for all parties to make every effort to resolve grievances at the workplace level;
 - (b) the right of employees to approach the Union or the Employer for advice or assistance without any repercussions;
 - (c) grievances must be dealt with in accordance with the principles of natural justice and due process;
 - (d) employees are informed of their rights and responsibilities in the grievance resolution process;
 - (e) there is a proper consideration of the facts and circumstances relating to the grievance;
 - (f) decisions are impartial, transparent and capable of review.
 - (g) Whilst the grievance is the subject of this grievance resolution process the status quo prevailing before the grievance in question, will remain, unless otherwise agreed between the parties or the maintenance of the status quo is impractical.
- 111.5 Where a representative of the Union or the Employer provides an employee with assistance in formulating a grievance that person must exclude themselves from the Consultative Committee hearing the grievance where there is a conflict of interest or they cannot act without bias.
- 111.6 Fundamental principles in dealing with grievances or disputes are as follows:

- (a) They should be discussed and resolved within a general framework of co-operation, which emphasises prevention of further disputes rather than just a resolution of the immediate dispute;
- (b) As far as possible, they should be handled using the normal management structure;
- (c) The Parties will enter into these procedures in good faith, with a genuine desire to resolve any dispute at the lowest possible level if possible, and to maintain communications at all levels with a view to resolving the issue or issues;
- (d) Resolution of grievances should occur as quickly as possible to avoid the negative effects of ongoing problems at the workplace;
- (e) Joint management/employee consultative mechanisms should be actively promoted at all levels as a means of achieving shared objectives through co-operation;
- (f) Teachers have the right to raise legitimate grievances without threat of repercussion;
- (g) The implementation of these procedures must take place without delay and be completed as soon as practicable;
- (h) Confidentiality shall be maintained at all times in the resolution of a grievance, including the outcome, unless otherwise agreed to by the Employer and Union.
- (i) Persons who are not party shall not be compelled to become involved in the grievance resolution process.

111.7 The procedures to be followed when an employee wishes to lodge a grievance are:

- (a) Where a grievance arises at a worksite, in the first instance the matter should be dealt with in an informal manner. An attempt should be made by the aggrieved party to resolve the grievance with the other party. Consultation with senior school staff, officers at the district or central level and the Union office may take place as a normal management process in order to attempt to resolve the matter prior to the commencement of the formal grievance procedures set out below.

If a grievance cannot be resolved informally it can be considered under the formal grievance procedures.

- (b) The formal grievance resolution procedures will operate in the following manner:
 - (i) The instigation of the grievance procedure in the first instance is the responsibility of the aggrieved party and such party must act within three (3) weeks (or as soon as practicable) of the circumstances occurring from which the grievance arises.
 - (ii) Where a grievance has been lodged after 3 weeks, the consultative committee has the discretion to accept a late grievance on such grounds as the party being on sick leave or because of failed attempts to resolve the issue informally or through other processes such as mediation. The onus is on the aggrieved employee(s) to provide written reasons of the cause of the delay at the time of lodging her/his grievance. The consultative committee will provide written reasons for their decision to reject an application lodged out of the three (3) week time limit.
 - (iii) The grievance must be presented in writing in a clear and concise manner and include the relief sought. The response acknowledging the grievance and advice of the outcome of consideration of the grievance will also be in writing.

- (iv) Where an employee has a grievance with his or her Principal, the employee shall notify the Principal. If the matter is not resolved informally between the Principal and the employee, the employee shall be entitled to go straight to Level Two of the procedure.
- (v) In circumstances where the grievance relates to a School Administrator and the District Director, the resolution process may require the grievance to be considered by another District Consultative Committee.
- (vi) In circumstances where the issues raised by the grievance may have system-wide ramifications, and are not able to be resolved at the workplace level the matters can be referred to EREC for determination and action.

111.8 The parties are committed to resolving grievances co-operatively. Every effort should be made to resolve the issue informally. If informal resolution is not possible, the following process should be followed.

111.9 The grievance resolution procedures will operate under two levels:

(a) Level One - Worksite

- (i) At this stage the grievance should be considered formally by the School Consultative Committee within five (5) working days of its receipt. The committee shall be made up of the Principal and the school site Union representative.
- (ii) In the case where there is no school site Union representative or where that person is the Principal, another Union member should take the position from that school who is nominated by the President of the SSTUWA or his/her nominee.
- (iii) The aggrieved party may nominate and be accompanied by a support person at this and any subsequent stage. This support person can advise but not represent the aggrieved party at any stage of the grievance. Both members of the committee may nominate a deputy member to attend in his or her stead.
- (iv) A person who has initiated a grievance or who is the subject of a grievance is not to be a member of a consultative committee dealing with that grievance, even if they would normally be a member under the preceding provisions. If it is not possible, as a result of this, to form a consultative committee the grievance will be referred to Level Two.
- (v) The Worksite Grievance Committee will attempt to reach an agreed resolution to the grievance. These resolution(s) will be provided to the parties to the agreement in writing. The resolution(s) will be binding on all parties.
- (vi) Where the Worksite Grievance Committee is unable to reach an agreed conclusion to the grievance they will inform all parties to the grievance of the fact. The aggrieved party will then have a period of five (5) working days in which he or she may elevate the grievance to the second level of the process. The aggrieved party is then required to inform the Union and the District Director.

(b) Level Two – District Level

- (i) At this stage, the matter should be considered formally by the District Consultative Committee.
- (ii) A District Consultative Committee shall be constituted within ten (10) working days for each grievance at this level. The District Consultative Committee shall be made up of the District Director and one Union member nominated by the President of the Union. If the grievance is

against the District Director another District Director will be appointed to the District Consultative Committee.

- (iii) At this stage the Consultative Committee should attempt to resolve the issue to appoint where it can be logically handed back to the school to implement.
- (iv) If the District Consultative Committee believes that the issues raised by the grievance have system-wide ramifications, the committee may seek advice from the Director General and the President of the SSTUWA or their nominees and take such advice into consideration in determining the grievance.

111.10 Resolutions of the District Consultative Committee shall be binding on all parties to the grievance.

111.11 Where the District Consultative Committee is unable to reach an agreed conclusion the issue may be raised at a formal meeting of the Employee Relations Executive Committee. If still not resolved, either party to this Agreement may refer the matter to the Industrial Relations Commission for conciliation and/or arbitration.

112 DISPUTE RESOLUTION

112.1 This Dispute Settlement Procedure is for the purpose of resolving any questions, difficulties or disputes that are not the subject of individual grievances, which are to be dealt with according to Clause 111 Grievance Resolution Procedure.

112.2 This Dispute Settlement Procedure is intended to address questions, difficulties or disputes that include such matters as:

- The interpretation or application of this Agreement; or
- the application of system wide policies or decisions; or
- conditions of employment (including entitlements to salary, leave and the like);

or

- equal employment opportunity and occupational safety and health matters or other matters provided for in Acts and Regulations; or
- arising in the course of the employment of employees.

112.3 The parties must discuss the questions, difficulties or disputes and attempt to find a satisfactory solution. At first instance such discussions are to take place at the local level and may also involve departmental officers from the Human Resources Division and Union representatives.

112.4 The first meeting to address the questions, difficulties or disputes is to take place within two (2) weeks of a request to do so by either party.

112.5 If the questions, difficulties or disputes cannot be resolved within 6 weeks from the time the questions, difficulties or disputes are first discussed pursuant to Clause 112.4 of this Agreement, the questions, difficulties or disputes are to be referred to the Employee Relations Executive Committee (EREC).

112.6 Notwithstanding Clause 112.5 either party may refer the questions, difficulties or disputes to EREC at any time.

- 112.7 If the questions, difficulties or disputes cannot be resolved by EREC, either party may refer the matter to the Industrial Relations Commission for conciliation and /or arbitration.
- 112.8 The party seeking to refer the questions, difficulties or disputes to the Industrial Relations Commission must notify the other party of their intention to do so.
- 112.9 The Parties may by agreement vary the dispute settling procedure in relation to specific matters depending on the circumstances and the nature of the questions, difficulties or disputes.
- 112.10 Whilst the questions, difficulties or disputes are the subject of this Dispute Settlement Procedure the status quo prevailing before the questions, difficulties or disputes will remain, unless otherwise agreed between the Parties or the maintenance of the status quo is impractical.

113 UNION FACILITIES

- 113.1 The Employer recognises the rights of the Union to organise and represent members. Union representatives in schools have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing members' interests in the workplace, school and on Union committees.
- 113.2 The Employer recognises that, under the Union's rules, Union representatives represent members in a branch, which may cover one or more workplace or may cover part of a workplace.
- 113.3 Union Representatives
- The Employer will recognise Union representatives in schools and will allow them to carry out their role and functions.
- 113.4 The Union will advise the Employer in writing of the names of the Union representatives at worksites
- 113.5 The Employer is to recognise the authorisation of each Union representative in the school and will provide them with the following:
- (a) Reasonable paid time off from normal duties, in accordance with arrangements determined by the parties and EREC, to:
 - (i) perform their functions as a Union representative such as organising, recruiting, individual grievance handling and collective bargaining, and
 - (ii) enable involvement on Union committees and to attend Union business in accordance with Clause 113.7 Union Business.
 - (b) Access to:
 - (i) Facilities required for the purpose of carrying out their duties. Facilities may include, but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, intranet, photocopiers, stationery and any other methods of communication. Such access to facilities must not unreasonably affect the operation of the organisation and must be in accordance with normal school protocols;
 - (ii) A noticeboard for the display of Union materials including broadcast email facilities;
 - (iii) Periods of paid leave for the purpose of attending Union training courses. Country representatives will be provided with appropriate travel time;

- (iv) Awards, agreements, policies and procedures;
- (v) Information on matters affecting employees in accordance with Clause 110 Notification of Change of this Agreement;
- (vi) The names of any Equal Employment Opportunity and Occupational Safety, Health and Welfare representatives.

113.6 Notification of Employees

Where the Employer conducts group induction for employees the Union will be given at least 14 days notice of the time and place of the induction. The Union will be provided time at these sessions for the Union representative to discuss the benefit of Union membership with them.

113.7 Union Business

The Employer will grant paid leave to a Union member for the purpose of Union business as follows:

- (a) attending Union training courses. Country representatives will be provided with appropriate travel time;
- (b) giving evidence before any industrial tribunal; or
- (c) attending negotiations and/or conferences between the Union and the Employer as the Union nominated representative of employees.

113.8 The granting of paid leave for Union business is subject to convenience and shall be approved where:

- (a) reasonable notice is given for the application for leave;
- (b) the minimum period necessary to enable the Union business to be conducted or evidence to be given; and
- (c) the attendance of the employee is required.

113.9 The Employer recognises it is paramount that Union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a Union representative.

113.10 Leave Without Pay to the Union

An employee of DET who successfully gains employment with the Union will be granted leave without pay for the duration of any such appointment up to a period of 4 years. Further period of LWOP is at the discretion of the Employer.

113.11 An employee elected to the role of President, Senior Vice President or General Secretary will be granted leave without pay for the duration of this period.

113.12 Arrangements described in Clauses 113.10 and 113.11 are subject to written notification by the Union of appointment or result of an election.

113.13 The Employer is not liable for any expenses incurred by the employee attending to Union business or Trade Union training.

113.14 Access to employee records

- (a) In light of the provision of Section 49E – Access to Employment Records of the Industrial Relations Act 1979, the Employer and Union will establish a joint working party to develop agreed policy and procedures facilitating the provision of employee details, such as the worksite and salary level.
- (b) The Parties commit to implementation of the procedures by February 2007.

113.15 Trade Union training leave

- (a) The Employer must grant paid leave of absence to employees who are nominated by the Union to attend short courses conducted or approved by a peak Union Authority.
- (b) Paid leave of absence must also be granted to attend similar courses or seminars as from time to time approved by agreement between the Parties.
- (c) An employee must be granted up to a maximum of five days paid leave per calendar year for Trade Union training or similar courses or seminars as approved. However, leave of absence in excess of five days and up to ten days may be granted to the employee in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten days.
- (d) Leave of absence will be granted at the ordinary rate of pay.
- (e) When a public holiday or school vacation falls during the duration of a course, a day off in lieu of that day will not be granted.
- (f) The granting of leave pursuant to the provisions of Clause 113.15(a) is subject to the operation of the school or college not being unduly affected and to the convenience of the Employer.
- (g) Any application by the employee must be submitted to the Employer for approval at least four weeks before the commencement of the course, provided that the Employer may agree to a lesser period of notice.
- (h) All applications for leave must be accompanied by a statement from the Union indicating that the employee has been nominated for the course. The application must provide details as to the subject, commencement date, length of course, venue and the authority which is conducting the course.
- (i) A qualifying period of twelve months employment must be served before an employee is eligible to attend courses or seminars of more than half day duration. The Employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than twelve months service.
- (j) The Employer must not be liable for any expenses associated with an employee's attendance at trade union training courses.
- (k) Leave of absence granted under this clause must include any necessary travelling time in normal working hours immediately before or after the course.

PART 21 SIGNATURES OF PARTIES TO THE AGREEMENT

114 SIGNATURES OF PARTIES TO THE AGREEMENT

Department of Education and Training

Signed

[Director General]

[Signature of Witness]...Signed.....[Date].....31-7-06.....

State School Teachers' Union of Western Australia (Inc)

Signed and Sealed

[A/President and Senior Vice-President]

[Signature of Witness]...Signed.....[Date]...31/07/06.....

PART 22 SCHEDULES TO AGREEMENT

SCHEDULE A LOCALITY ALLOWANCE

District 1	Per Annum Effective From 1.01.07	District 2	Per Annum Effective From 1.01.07
Badgingarra	461	Bremer Bay	1140
Ballidu	166	Cascade	1012
Beacon	743	Condingup	1140
Bencubbin	166	Coolgardie	890
Binnu	383	Esperance	878
Borden	383	Fitzgerald	1012
Buntine	166	Grass Patch	1012
Cadoux	166	Hopetoun	1012
Carnamah	166	Jerdacuttup	1140
Cervantes	461	Kalgoorlie	432
Coorow	166	Kambalda	665
Dalwallinu	166	Lake King	1012
Eneabba	420	Mt. Hampton	1140
Hyden	420	Marvel Loch	1154
Jerramungup	383	Moorine Rock	1085
Jurien	461	Mukinbudin	744
Kalannie	166	Munglinup	1012
Latham	166	Newdegate	793
Leeman	461	Norseman	1012
Mingenew	166	Ravensthorpe	1012
Morawa	166	Salmon Gums	1012
Mt Many Peaks	420	Scaddan	1012
Mullewa	166	Southern Cross	793
Narembeen	166	Varley	1012
Ongerup	381	Westonia	919
Perenjori	166	Wialki	1319
Pingrup	383		
South Stirling	418		
Three Springs	166		
Tincurrin	383		
Wellstead	642		
Wubin	166		
Yuna	383		

District 3	Per Annum Effective From 1.01.07	District 4	Per Annum Effective From 1.01.07
Cue	2010	Blackstone	3869
Kalbarri	1508	Burringurrah (Mt James)	2866
Leinster	2059	Carnarvon	1385
Leonora	2010	Gascoyne Junction	2725
Meekatharra	1630	Irruntja (Wingellina)	3869
Menzies	1500	Manta Maru (Jameson)	4355
Mt. Magnet	2010	Rawlinna	2644
Mt. Margaret	2145	Shark Bay	2085
Sandstone	2293	Tjirrkarli (Warburton West)	3980
Useless Loop	2085	Tjukurla	3980
Wiluna	2281	Warakurna (Giles)	3869
Yalgoo	2010	Warburton	4355
		Warnarn	4356
		Yintarri (Coonana)	2351

District 5	Per Annum Effective From 1.01.07	District 6	Per Annum Effective From 1.01.07
Bayulu (Gogo)	4589	Cygnets Bay	4396
Broome	3144	Duwul (Doon Doon)	4381
Camballin	4534	Glen Hill	4152
Cherrabun	4381	Kalumburu	4645
Dampier	2920	Koolan Island	3921
Exmouth	2920	Kununurra	4115
Derby	3283	One Arm Point	4354
Fitzroy	4229	Oombulgurri	4507
Goldsworthy	2920	Wananami (Mt Barnett)	4798
Halls Creek	3933	Wyndham	4093
Hedland	3199	Christmas Island	3772
Jigalong	3255	Cocos Island	3772
Karratha	3438		
Kiwirrkurra (Pollock Hills)	4031		
La Grange	4031		
Marble Bar	3655		
Mt. Cooke	4356		
Muludja (Fossil Downs)	4589		
Newman	2920		
Nullagine	4355		
Onslow	3144		
Pannawonica	4537		
Paraburdoo	2920		
Roebourne	3144		
Shay Gap	2920		
Telfer	4355		
Tom Price	2920		
Wangkatjunga (Christmas Creek)	4381		
Wickham	2920		
Yandeyarra	4132		

SCHEDULE B GUIDELINES FOR ESTABLISHMENT AND OPERATION OF WORKLOAD ADVISORY COMMITTEES

The following information is presented by the Parties to the Agreement as a guide in the establishment and operation of Workload Advisory Committees.

Purpose	<ul style="list-style-type: none"> • To ensure Curriculum Improvement Plans are developed through collaborative processes and follow the guidelines in Schedule C. • To provide a forum to discuss and where possible resolve workload related issues. • To provide a mechanism to resolve grievances on workload related issues before going to the formal grievance stage. • To enable administrators to gauge the reaction of staff to workload, teachers' hours, timetabling and CIP2 related matters. • To enable teaching staff to influence school decision making on respect to workload, teachers' hours, timetabling and CIP2 related matters.
Composition of committee	Equal numbers of school administrators, including the Principal, and elected teaching staff, including a Union Representative. Gender representation is essential.
Meetings and meeting procedure	<ul style="list-style-type: none"> • Regular meetings once or twice a term, or as required. • Meetings may be held in school time, however any teacher relief will be funded by the school. • Agendas jointly prepared and circulated prior to meetings to allow consultation among staff members. • Minutes of meetings kept and circulated to staff.
Grievances	Workload Advisory Committees may be used as part of the informal stage of dealing with workload related grievances in the workplace. Meetings may be arranged to consider such matters and must be consistent with the grievance resolution procedures and held within prescribed timeframes.
Matters dealt with by Workload Advisory Committees	<ul style="list-style-type: none"> • Curriculum improvement planning, curriculum framework, outcomes and standards framework and reporting • School development plans and planning • Use and allocation of DOTT time • Timetabling and allocation of teachers to classes • Ramifications of half cohort progression • Professional development of staff • Information Technology • Performance management and accountability • Teacher collaboration • Duty of care considerations • Extra school activities and programs • Implications for school of DET initiatives. • Duties associated with Senior Teachers, SRA and Level 3 Classroom Teacher.

SCHEDULE C JOINT STATEMENT

TEACHER AND ADMINISTRATOR WORKLOAD AND THE IMPLEMENTATION OF THE CURRICULUM FRAMEWORK AND THE OUTCOMES AND STANDARDS FRAMEWORK

RATIONALE

The Parties agreed to the implementation of the Curriculum Framework and the Outcomes and Standards Framework in the 1998 Certified Agreement.

The Parties recognise that this is a major educational change with consequent impact on the system, schools and individual teachers and administrators.

The Parties recognise that to satisfactorily achieve this change appropriate resources of time, information, facilitation are required.

The Parties recognise that significant workload issues in schools in the second stage of implementation of the Curriculum Framework and the Outcomes and Standards Framework continue. These issues have been raised by teachers, administrators and district office staff.

The Department will under take an evaluation of CIP2.

JOINT STATEMENT

This joint statement puts forward principles of implementation and guidelines to promote better management of these workload issues and to promote effective implementation.

The skills, understandings and pedagogical approaches of outcomes focused teaching and learning are the most crucial factors impacting on the educational outcomes of all students. This requires a coherence between curriculum, pedagogy, assessment and reporting, the learning environment and standards. A comprehensive evaluation strategy will focus on the key elements of the CIP2.

The key elements of CIP2 are:

1. Policy simplification, including ongoing refinement of reporting to parents procedures;
2. A focus on standards and the use of the Outcomes and Standards Framework;
3. Quality support for pedagogy in the form of professional learning and support materials.

Attention to these elements will ensure schools and teachers are better supported and there probably will be less work for schools overall.

COMMON UNDERSTANDINGS

The Parties agree that:

- the outcomes approach to education as described by the Curriculum Framework and supported by the Outcomes and Standards Framework will be implemented in government schools;
- an effectively implemented outcomes approach aims to result in improved learning and teaching;

- significant educational change demands an understanding of effective change management and planned and responsive implementation of change management processes at all levels;
- pedagogical reform and curriculum change must acknowledge and value the existing knowledge and competencies of teachers and administrators and build on current practice;
- implementation of pedagogical reform and curriculum change requires a significant period of time and substantial resourcing;
- the implementation of the Curriculum Framework and the Outcomes and Standards Framework means a period of transition across the system. Schools will be at different points in their understanding and will vary widely in their practices as they move towards implementation;
- key educational initiatives; Students at Educational Risk, Aboriginal Education, Early Childhood Education, and Learning Technologies are connected to student learning as described in the Curriculum Framework and the Outcomes & Standards Framework.

EFFECTIVE CURRICULUM CHANGE AT THE SCHOOL LEVEL

Key factors supporting effective implementation of curriculum and pedagogical change are:

- teachers and administrators who recognise the need for, and will commit to developing and implementing an outcomes focus to teaching and learning;
- teachers and administrators who will share successful (and less successful) classroom practices to support collegial learning in exploring an outcomes approach;
- teachers and administrators who are empowered to develop and own the changes;
- teachers, administrators and other leaders who demonstrate an understanding, and effective management, of the change processes;
- school staff willing to review, reflect on and make changes in current practice in the light of the Curriculum Framework and Outcomes and Standards Framework;
- school staff willing to take advantage of the freedom and flexibility provided by the Curriculum Framework to respond to local issues and student needs;
- an ability to develop flexible and realistic plans collaboratively that provide comprehensive and coordinated whole school approaches to implementing the Curriculum Framework and Outcomes and Standards Framework;
- provision of sufficient time and resources for teachers to plan, collaborate, trial and review;
- a school culture that :
 - (i) respects and values individual's competencies of teaching staff
 - (ii) respects difference;
 - (iii) accommodates the needs of individuals;
 - (iv) encourages questioning and risk taking;

- (v) provides a collaborative and supportive approach to change;
- (vi) promotes a consensus approach to decision making on change;
- (vii) provides supportive strategies to facilitate change.

WHAT ARE THE PRINCIPLES FOR ALL STAFF IN MANAGING THE IMPLEMENTATION OF CURRICULUM CHANGE?

1. Treat people as the critically important factor in the change process.

- Enable teachers' and administrators' existing competencies to be recognised, valued and respected;
- Assist teachers and administrators to be supported in building on, reviewing and developing competencies; and
- Provide for teachers and administrators personal, professional, and industrial rights and needs to be recognised and respected.

2. Provide time and opportunities for teachers and administrators to develop knowledge and competencies.

- Ensure individuals are given sufficient time to read, study, talk, experiment and review;
- Give groups of teaching staff time for collaboration within the school;
- Allocate time to develop whole school approaches;
- Secure time to engage with other schools to develop common standards and share experiences; and
- Use staff time effectively

3. Provide supportive change management processes.

- Focus on aspects of change that are realistic and manageable;
- Enable participants to read, study, talk, trial and review in a non-threatening environment;
- Recognise and act on the fact that curriculum change is a process that is incremental and has stages of development;
- Promote consensus and collaboration to support change;
- Facilitate effective professional development such as action research;
- Ensure development at a pace teachers and administrators can manage; and
- Start from individual's present knowledge and competencies and respect the different ways and different rates at which individuals learn.

4. Work to develop shared and common understandings.

- share common understandings about outcomes based teaching and learning through collaborative study, talk, trial and review;
- share understandings through sound processes and suitable support at all levels of the system;
- Provide opportunities for staff to internalise and develop an understanding of common standards of student performance;
- shared information and understandings across the system through sharing of information and collaboration between schools and districts.

5. Develop effective, shared and collective school leadership which;

- Share conceptual plans through collaborative and cooperative decision making processes;
- acknowledges that decision-making about how to best respond to the educational needs of students rests with teachers;

- support staff in collaboratively planning their own rate of change in adopting an outcomes focused approach;
- ensure that the principles of managing curriculum change are respected and put into practice;
- share leadership, and empowering, respecting and trusting staff; and
- build on the expertise of staff constructing a broad base of curriculum leadership within the school.

SCHEDULE D DUTIES OF A SENIOR TEACHER

The duties undertaken by a Senior Teacher will be negotiated with the principal and / or the administrator team and the employee.

The duties of a senior teacher should be geared to the local level and generally it is expected that senior teachers be involved in activities such as the following:

1. Providing mentoring, supervision, professional support, counselling and guidance for teachers (including student teachers and graduate teachers), about classroom performance, curriculum implementation and resource development.
2. Providing an effective contribution to the leadership of developing, implementing and evaluating a learning area or curriculum program.
3. Providing an effective contribution to the leadership of school development planning and identifying priorities, and to formal school decision-making processes.
4. Other duties as required by the Principal and members of the school executive team, which arise out of the priorities identified in the school development plan.

In consultation with the teacher, consideration will be given to workload implications.

SCHEDULE E TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE

TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE

Item	Particulars	COLUMN A Daily rate	COLUMN B Daily rate employees with dependants relieving allowance for period in excess of 42 days.	COLUMN C Daily rate employees without dependants relieving allowance for period in excess of 42 days.
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ALLOWANCE TO MEET INCIDENTAL EXPENSES

		\$	\$	\$
(1)	WA - South of 26°			
	South Latitude	11.75		
(2)	WA - North of 26°			
	South Latitude	15.40		
(3)	Interstate	15.40		

ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL

		\$	\$	\$
(4)	WA - Metropolitan			
	Hotel or Motel	210.05	105.00	70.00
(5)	Locality South of 26°			
	South Latitude	168.60	84.30	56.20
(6)	Locality North of 26°			
	South Latitude			

Broome	284.40	142.20	94.80
Carnarvon	222.30	111.15	74.10
Dampier	209.15	104.55	69.70
Derby	188.40	94.20	62.80
Exmouth	215.90	107.95	71.95
Fitzroy Crossing	314.90	157.45	104.95
Gascoyne Junction	128.90	64.45	42.95
Halls Creek	265.40	132.70	88.45
Karratha	364.65	182.30	121.55
Kununurra	266.80	133.40	88.95
Marble Bar	179.40	89.70	59.80
Newman	254.65	127.35	84.90
Nullagine	189.75	94.90	63.25
Onslow	207.20	103.60	69.05
Pannawonica	177.15	88.60	59.05
Paraburdoo	238.40	119.20	79.45
Port Hedland	239.70	119.85	79.90
Roebourne	132.90	66.45	44.30
Sandfire	160.40	80.20	53.45
Shark Bay	175.90	87.95	58.65
Tom Price	219.40	109.70	73.15

	Turkey Creek	175.90	87.95	58.65
	Wickham	323.90	161.95	107.95
	Wyndham	158.90	79.45	52.95
(7)	Interstate - Capital City			
	Sydney	255.65	127.85	85.20
	Melbourne	245.65	122.85	81.90
	Other Capitals	213.15	106.60	71.00
(8)	Interstate - Other than Capital City	168.60	84.30	56.20

ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL OR MOTEL

(9)	WA - South of 26o South Latitude	79.40
(10)	WA - North of 26o South Latitude	97.70
(11)	Interstate	97.70

TRAVEL NOT INVOLVING AN OVERNIGHT STAY OR TRAVEL INVOLVING AN OVERNIGHT STAY WHERE ACCOMMODATION ONLY IS PROVIDED

(12)	WA - South of 26o South Latitude:
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	Breakfast	14.15
	Lunch	18.70
	Dinner	39.40

(13)	WA - North of 26o South Latitude
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	Breakfast	15.75
	Lunch	27.70
	Dinner	38.90

(14)	Interstate	
	Breakfast	15.75
	Lunch	27.70
	Dinner	38.90

DEDUCTION FOR NORMAL LIVING EXPENSES

(15)	Each Adult	22.75
(16)	Each Child	3.90

MIDDAY MEAL

(17)	Rate per meal	5.50
(18)	Maximum reimbursement per pay period	27.50

SCHEDULE F CAMPING ALLOWANCE

South of 26o South Latitude

ITEM RATE PER DAY

1.	Permanent Camp	Cook provided by the Department	34.20
2.	Permanent Camp	No cook provided by the Department	45.60
3.	Other Camping	Cook provided by the Department	57.00
4.	Other Camping	No cook provided	68.40

North of 26o South Latitude

ITEM RATE PER DAY

1.	Permanent Camp	Cook provided by the Department	43.35
2.	Permanent Camp	No cook provided by the Department	54.75
3.	Other Camping	Cook provided by the Department	66.15
4.	Other Camping	No cook provided	77.55

SCHEDULE G MOTOR VEHICLE ALLOWANCE

Area Details	Rate (cents) per kilometre		
	Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan Area			
First 4000 kilometres	149.7	126.6	102.2
Over 4000 up to 8000 kms	61.7	52.7	44.0
Over 8000 up to 16000 kms	32.4	28.1	24.6
Over 16000 kms	34.0	28.8	24.7
South West Land Division			
First 4000 kilometres	154.3	130.9	106.4
Over 4000 up to 8000 kms	64.0	54.8	46.0
Over 8000 up to 16000 kms	33.9	29.4	25.8
Over 16000 kms	35.2	29.7	25.5
North of 23.5o South Latitude			
First 4000 kilometres	170.9	145.4	118.9
Over 4000 up to 8000 kms	70.3	60.2	50.7
Over 8000 up to 16000 kms	36.7	31.9	28.0
Over 16000 kms	36.3	30.6	26.3
Rest of State			
First 4000 kilometres	159.2	134.8	109.2
Over 4000 up to 8000 kms	66.0	56.4	47.2
Over 8000 up to 16000 kms	34.9	30.2	26.5
Over 16000 kms	35.7	30.1	25.9

SCHEDULE H MOTOR VEHICLE ALLOWANCE

Area Details	Rate (cents) per kilometre		
	Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan Area	69.0	58.9	48.9
South West Land Division	71.5	61.1	51.0
North of 23.5o South Latitude	78.7	67.3	56.4
Rest of the State	73.7	62.9	52.4

SCHEDULE I MOTOR CYCLE ALLOWANCE

Distance travelled during a year on Official Business	Rate
	Cents per Kilometre
Rate per kilometre	23.9

SCHEDULE J SUMMER VACATION TRAVEL CONCESSIONS

Mode Of Travel To Be Allowed		Concessions
(a)	Air - employee and family travelling together	Free Passes for the employee and dependants.
(b)	Sea - employee and family travelling together	Free passes for the employee and dependants.
(c)	Road - employee and family travelling together	Full rates for use of private motor vehicle in accordance with Clause 86.7 Summer Vacation Travel Concessions
(d)	Air and Road – employee travelling by private motor vehicle and remainder of the family by air	Full rates for use of private motor vehicle in accordance with Clause 86.7 Summer Vacation Travel Concessions
(e)	Sea and Road – employee travelling by private motor vehicle and the remainder of the family by sea	Full rates for use of private motor vehicle in accordance with Clause 86.7 Summer Vacation Travel Concessions. Free passes for the employee's dependent spouse and dependants.
(f)	Sea and Air – employee travelling by air and remainder of family by sea	Free passes in each case for the employee, the employee's dependent spouse and dependants.

SCHEDULE K COUNTRY AND METROPOLITAN TEACHING PROGRAM CRITERIA

Country Teaching Program (CTP)

Inclusion in the CTP is based on two criteria, those being:

Transfer Point allocation

Location desirability for teaching staff –

- a. based on the number of applications for placement at the schools in the previous two years; and
- b. number of times positions are declined by teachers.

Included schools are those with:

3.0 transfer points; or

- (ii) 2.0 or 2.5 transfer points, and 10 or less applications for placement; or
- (iii) 1.5, 2.0 or 2.5 transfer points, and greater than five teachers declining positions at the school.

Metropolitan Teaching Program (MTP)

Inclusion in the MTP is based on two criteria, those being:

H Index

Location desirability for teaching staff –

based on the number of applications for placement at the schools in the previous two years; and
number of times positions are declined by teachers.

Included schools are those with:

H Index below 100; and

Greater than five teachers declining positions at the school.

SCHEDULE L COUNTRY AND METROPOLITAN TEACHING PROGRAM

COUNTRY TEACHING PROGRAM				
BAND 1				
YEAR 1 - 4 = \$8,500				
School Name	Year 1	Year 2	Year 3	4 Years +
	Column A	Column B	Column C	Column D
CUE P.S.	\$8,500	\$8,500	\$8,500	\$8,500
GNOWANGERUP AGRICULTURAL SCHOOL	\$8,500	\$8,500	\$8,500	\$8,500
LEONORA D.H.S.	\$8,500	\$8,500	\$8,500	\$8,500
MEEKATHARA SCH AIR	\$8,500	\$8,500	\$8,500	\$8,500
MEEKATHARRA D.H.S.	\$8,500	\$8,500	\$8,500	\$8,500
MENZIES RCS	\$8,500	\$8,500	\$8,500	\$8,500
MT MAGNET D.H.S.	\$8,500	\$8,500	\$8,500	\$8,500
MULLEWA D.H.S.	\$8,500	\$8,500	\$8,500	\$8,500
NORSEMAN D.H.S.	\$8,500	\$8,500	\$8,500	\$8,500
ROEBOURNE PS	\$8,500	\$8,500	\$8,500	\$8,500
SANDSTONE P.S.	\$8,500	\$8,500	\$8,500	\$8,500
SOUTHERN CROSS D.H.S.	\$8,500	\$8,500	\$8,500	\$8,500
YALGOO P.S.	\$8,500	\$8,500	\$8,500	\$8,500
BAND 2				
YEAR 1 = \$2,380 YEAR 2 = \$4,140 YEAR 3 = \$5,278				
4 YEARS = \$3,540				
BALER P.S.	\$2,380	\$4,140	\$5,278	\$3,540
CASSIA E.S.C.	\$2,380	\$4,140	\$5,278	\$3,540
CASSIA P.S.	\$2,380	\$4,140	\$5,278	\$3,540
DERBY DISTRICT HIGH	\$2,380	\$4,140	\$5,278	\$3,540
HEDLAND S.H.S.	\$2,380	\$4,140	\$5,278	\$3,540
KIMBERLEY SCH AIR	\$2,380	\$4,140	\$5,278	\$3,540
PT HEDLAND P.S.	\$2,380	\$4,140	\$5,278	\$3,540
PT HEDLAND S AIR	\$2,380	\$4,140	\$5,278	\$3,540
S HEDLAND P.S.	\$2,380	\$4,140	\$5,278	\$3,540
BAND 3				
YEAR 1 = \$2,070 YEAR 2 = \$3,519 YEAR 3 = \$4,554				
4 YEARS = \$3,043				
BOULDER P.S.	\$2,070	\$3,519	\$4,554	\$3,043
CARNARVON P.S.	\$2,070	\$3,519	\$4,554	\$3,043

CARNARVON S.H.S.	\$2,070	\$3,519	\$4,554	\$3,043
CARNARVON SCH AIR	\$2,070	\$3,519	\$4,554	\$3,043
COOLGARDIE P.S.	\$2,070	\$3,519	\$4,554	\$3,043
E CARNARVON P.S.	\$2,070	\$3,519	\$4,554	\$3,043
E GOLDFIELDS S.H.S. E.S.C.	\$2,070	\$3,519	\$4,554	\$3,043
E KALGOORLIE P.S.	\$2,070	\$3,519	\$4,554	\$3,043
EASTERN GOLDFIELD COLLEGE	\$2,070	\$3,519	\$4,554	\$3,043
HANNANS P.S.	\$2,070	\$3,519	\$4,554	\$3,043
KALGOORLIE-BOULDER MIDDLE SCHOOL	\$2,070	\$3,519	\$4,554	\$3,043
KALGOORLIE P.S.	\$2,070	\$3,519	\$4,554	\$3,043
KALGOORLIE SCH AIR	\$2,070	\$3,519	\$4,554	\$3,043
KAMBALDA WEST D.H.S	\$2,070	\$3,519	\$4,554	\$3,043
KAMBALDA P.S.	\$2,070	\$3,519	\$4,554	\$3,043
LEINSTER P.S.	\$2,070	\$3,519	\$4,554	\$3,043
N KALGOORLIE P.S.	\$2,070	\$3,519	\$4,554	\$3,043
O CONNOR E.S.C.	\$2,070	\$3,519	\$4,554	\$3,043
O CONNOR P.S.	\$2,070	\$3,519	\$4,554	\$3,043
PANNAWONICA P.S.	\$2,070	\$3,519	\$4,554	\$3,043
S KALGOORLIE P.S.	\$2,070	\$3,519	\$4,554	\$3,043
BAND 4				
YEAR 1 = \$1,449 YEAR 2 = \$2,587 YEAR 3 = \$3,312				
4 YEARS = \$2,205				
BEACON P.S.	\$1,449	\$2,587	\$3,312	\$2,205
KALANNIE P.S.	\$1,449	\$2,587	\$3,312	\$2,205
KUNUNURRA D.H.S.	\$1,400	\$2,587	\$3,312	\$2,205
MORAWA AG COLLEGE	\$1,449	\$2,587	\$3,312	\$2,205
MORAWA D.H.S.	\$1,449	\$2,587	\$3,312	\$2,205
N TOM PRICE P.S.	\$1,449	\$2,587	\$3,312	\$2,205
NEWMAN P.S.	\$1,449	\$2,587	\$3,312	\$2,205
NEWMAN S.H.S.	\$1,449	\$2,587	\$3,312	\$2,205
PARABURDOO P.S	\$1,449	\$2,587	\$3,312	\$2,205
S NEWMAN P S	\$1,449	\$2,587	\$3,312	\$2,205
TOM PRICE P.S.	\$1,449	\$2,587	\$3,312	\$2,205
TOM PRICE S.H.S.	\$1,449	\$2,587	\$3,312	\$2,205
WESTONIA P.S.	\$1,449	\$2,587	\$3,312	\$2,205
WICKHAM P.S.	\$1,449	\$2,587	\$3,312	\$2,205
BAND 5				

YEAR 1 = \$931 YEAR 2 = \$1,656 YEAR 3 = \$2,070 4 YEARS = \$1,397				
BABAKIN P.S.	\$931	\$1,656	\$2,070	\$1,397
BADGINGARRA P.S.	\$931	\$1,656	\$2,070	\$1,397
BALLIDU P.S.	\$931	\$1,656	\$2,070	\$1,397
BENCUBBIN P.S.	\$931	\$1,656	\$2,070	\$1,397
BROOME P.S.	\$931	\$1,656	\$2,070	\$1,397
BROOME S.H.S.	\$931	\$1,656	\$2,070	\$1,397
BUNTINE P.S.	\$931	\$1,656	\$2,070	\$1,397
CABLE BEACH P.S.	\$931	\$1,656	\$2,070	\$1,397
CADOUX P.S.	\$931	\$1,656	\$2,070	\$1,397
CASCADE P.S.	\$931	\$1,656	\$2,070	\$1,397
CONDINGUP P.S.	\$931	\$1,656	\$2,070	\$1,397
DALWALLINU D.H.S.	\$931	\$1,656	\$2,070	\$1,397
DAMPIER P.S.	\$931	\$1,656	\$2,070	\$1,397
DANDARAGAN P.S.	\$931	\$1,656	\$2,070	\$1,397
ENEABBA P.S.	\$931	\$1,656	\$2,070	\$1,397
ESPERANCE S.H.S. E.S.C.	\$931	\$1,656	\$2,070	\$1,397
EXMOUTH D.H.S.	\$931	\$1,656	\$2,070	\$1,397
GAIRDNER P.S.	\$931	\$1,656	\$2,070	\$1,397
GNOWANGERUP D.H.S.	\$931	\$1,656	\$2,070	\$1,397
GRASS PATCH P.S.	\$931	\$1,656	\$2,070	\$1,397
HOPETOON P.S.	\$931	\$1,656	\$2,070	\$1,397
JERDACUTTUP P.S.	\$931	\$1,656	\$2,070	\$1,397
JERRAMUNGUP D.H.S.	\$931	\$1,656	\$2,070	\$1,397
KARRATHA E.S.C.	\$931	\$1,656	\$2,070	\$1,397
KARRATHA P.S.	\$931	\$1,656	\$2,070	\$1,397
KARRATHA S.H.S.	\$931	\$1,656	\$2,070	\$1,397
KATANNING P.S.	\$931	\$1,656	\$2,070	\$1,397
KATANNING S.H.S.	\$931	\$1,656	\$2,070	\$1,397
KELLERBERRIN D.H.S.	\$931	\$1,656	\$2,070	\$1,397
KOORDA P.S.	\$931	\$1,656	\$2,070	\$1,397
LAKE GRACE D.H.S.	\$931	\$1,656	\$2,070	\$1,397
LAKE KING P.S.	\$931	\$1,656	\$2,070	\$1,397
LATHAM P.S.	\$931	\$1,656	\$2,070	\$1,397
MANJIMUP E.S.C.	\$931	\$1,656	\$2,070	\$1,397
MERREDIN S.H.S.	\$931	\$1,656	\$2,070	\$1,397
MILING P.S.	\$931	\$1,656	\$2,070	\$1,397
MILLARS WELL P.S.	\$931	\$1,656	\$2,070	\$1,397
MINGENEW P.S.	\$931	\$1,656	\$2,070	\$1,397
MOORA P.S.	\$931	\$1,656	\$2,070	\$1,397

MUKINBUDIN D.H.S.	\$931	\$1,656	\$2,070	\$1,397
MUNGLINUP P.S.	\$931	\$1,656	\$2,070	\$1,397
N MERREDIN P.S.	\$931	\$1,656	\$2,070	\$1,397
NARROGIN S.H.S.	\$931	\$1,656	\$2,070	\$1,397
NEWDEGATE P.S.	\$931	\$1,656	\$2,070	\$1,397
NORTHAM S.H.S.	\$931	\$1,656	\$2,070	\$1,397
NUNGARIN P.S.	\$931	\$1,656	\$2,070	\$1,397
ONGERUP P.S.	\$931	\$1,656	\$2,070	\$1,397
PEGS CREEK P.S.	\$931	\$1,656	\$2,070	\$1,397
PERENJORI P.S.	\$931	\$1,656	\$2,070	\$1,397
RAVENSTHORPE D.H.S	\$931	\$1,656	\$2,070	\$1,397
ROEBUCK BAY P.S.	\$931	\$1,656	\$2,070	\$1,397
S MERREDIN P.S.	\$931	\$1,656	\$2,070	\$1,397
SALMON GUMS P.S.	\$931	\$1,656	\$2,070	\$1,397
SCADDAN P.S.	\$931	\$1,656	\$2,070	\$1,397
SHARK BAY P.S.	\$931	\$1,656	\$2,070	\$1,397
TAMBREY P.S.	\$931	\$1,656	\$2,070	\$1,397
TINCURRIN P.S.	\$931	\$1,656	\$2,070	\$1,397
TRAYNING P.S.	\$931	\$1,656	\$2,070	\$1,397
WATHEROO P.S.	\$931	\$1,656	\$2,070	\$1,397
WELLSTEAD P.S.	\$931	\$1,656	\$2,070	\$1,397
WUBIN P.S.	\$931	\$1,656	\$2,070	\$1,397
YUNA P.S.	\$931	\$1,656	\$2,070	\$1,397
METROPOLITAN TEACHING PROGRAM				
YEAR 1 = \$517 YEAR 2 = \$776 YEAR 3 = \$1,035				
4 YEARS = \$699				
ARMADALE S.H.S.	\$517	\$776	\$1,035	\$699
ARMADALE S.H.S. E.S.C.	\$517	\$776	\$1,035	\$699
BALGA P.S.	\$517	\$776	\$1,035	\$699
CECIL ANDREWS S.H.S.	\$517	\$776	\$1,035	\$699
DRYANDRA P.S.	\$517	\$776	\$1,035	\$699
GIRRAWHEEN P.S.	\$517	\$776	\$1,035	\$699
SOUTHERN RIVER COLLEGE	\$517	\$776	\$1,035	\$699
GWYNNE PARK P.S.	\$517	\$776	\$1,035	\$699
HAINSWORTH P.S.	\$517	\$776	\$1,035	\$699
KOONDOOLA P.S.	\$517	\$776	\$1,035	\$699
KWINANA S.H.S.	\$517	\$776	\$1,035	\$699
LEDA P.S.	\$517	\$776	\$1,035	\$699
LOCKRIDGE P.S.	\$517	\$776	\$1,035	\$699
LOCKRIDGE S.H.S.	\$517	\$776	\$1,035	\$699
MANDURAH HS	\$517	\$776	\$1,035	\$699

MEDINA P.S.	\$517	\$776	\$1,035	\$699
MIDVALE P.S.	\$517	\$776	\$1,035	\$699
MONTROSE E.S.C.	\$517	\$776	\$1,035	\$699
MONTROSE P.S.	\$517	\$776	\$1,035	\$699
N BALGA P.S.	\$517	\$776	\$1,035	\$699
NEERIGEN BROOK P.S.	\$517	\$776	\$1,035	\$699
QUEENS PARK P.S.	\$517	\$776	\$1,035	\$699
ROCKINGHAM S.H.S. E.S.C.	\$517	\$776	\$1,035	\$699
SAFETY BAY S.H.S.	\$517	\$776	\$1,035	\$699
TRANBY P.S.	\$517	\$776	\$1,035	\$699
WARRIAPENDI P.S.	\$517	\$776	\$1,035	\$699
WESTMINSTER J.P.S	\$517	\$776	\$1,035	\$699
WESTMINSTER P.S.	\$517	\$776	\$1,035	\$699

SCHEDULE M SCHEDULE OF DIFFERENTIAL SALARY LOCATION ALLOWANCES

LOCATION R1 DIFFERENTIAL SALARY \$15,000	LOCATION R2 DIFFERENTIAL SALARY \$12,500	LOCATION R3 DIFFERENTIAL SALARY \$10,000
<p>MIDWEST Burringurrah RCS Yulga Jinna RCS</p> <p>PILBARA Jigalong RCS</p> <p>GOLDFIELDS Blackstone RCS Jameson RCS Kiwirrkurra RCS Tjirrkarli RCS Tjukurla RCS Tjuntjunjarra Wanarn RCS Warburton Range RCS Warakurna RCS Wingellina RCS</p> <p>KIMBERLEY DIST Jungdranung RCS Kalumburu RCS Oombulgurri RCS Wananami RCS</p>	<p>GOLDFIELDS Wiluna RCS Cosmo Newberry RCS Mt Margaret RCS Yintarri RCS</p> <p>PILBARA Ngurrawaana RCS Yandeyarra RCS</p> <p>KIMBERLEY Bayulu PS Djugerari RCS Dawul RCS La Grange RCS Looma RCS Muludja RCS Ngalapita RCS One Arm Point RCS Wangkatjungka RCS</p> <p>MIDWEST Pia Wadjarri RCS Sandstone RCS</p>	<p>GOLDFIELDS Laverton</p> <p>MIDWEST Useless Loop PS</p> <p>PILBARA Marble Bar PS Nullagine PS Onslow PS</p> <p>KIMBERLEY DIST Fitzroy Crossing DHS Fitzroy Cross Presch Fitz/Cross Mobile Presch Halls Creek DHS Halls Creek Presch Wyndham DHS</p>

SCHEDULE N REMOTE TEACHING SCHOOLS AND MAIN CENTRES

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

Bayulu Djugerari Fitzroy Crossing Looma Muludja Nga Rapita Wananami Wangkatjunga	Derby(Kununurra) Broome
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SCHEDULE O FRAME WORK FOR DOCUMENTED PLANS (IEPs)

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

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

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

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

The purpose of this Framework is to provide clarity for teachers developing documented plans. The Framework is supported by complementary guidelines. It is anticipated that the school, supported by district teams and State-wide Specialist Services, will guide decision-making in relation to identified issues.

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

SCHEDULE P TRANSFER PROCESS FOR RESERVING VACANCIES FOR TEACHERS TRANSFERRING
FROM RURAL AND REMOTE SCHOOLS

Context

DET and the SSTUWA recognise the need to provide teachers in rural and remote locations for the purpose of providing quality education opportunities. The ability for teachers to relocate at the conclusion of country service is a pivotal factor in achieving this principle. DET is committed to ensuring sufficient vacancies will be reserved from the pool of local select and centralised placement vacancies to provide opportunities for a percentage, determined annually, of transfer applicants from rural and remote locations to relocate.

Process

1. Referred teachers will be placed in local selection vacancies in accordance with agreed practice.
2. Using an exact replica of teacher and vacancy data, the vacancy matching process will be run with centralised and local selection vacancies to determine how many rural and remote teachers are placed.
3. Staffing will ascertain the number of local selection vacancies required in order to achieve the annual percentage transfer rate for rural and remote applicants and these will be quarantined.

SCHEDULE Q CANNING AND TUART SENIOR COLLEGES

SENIOR COLLEGES WORKING CONDITIONS 1990

These conditions shall apply to all teaching staff employed at Canning and Tuart Colleges.

1. YEAR

The tour of duty for all Colleges' teaching staff shall be 1200 hours per year, spent over a maximum of 40 weeks each year.

2. DUTY HOURS

On site duty commitment for all teaching staff shall be 30 hours per week.

3. TEACHING HOURS

3.1 Lecturers are required to take up to 23 hours per week teaching duties.

3.2 Senior lecturers are required to take up to 18 hours per week teaching duties.

3.3 Heads of school are required to take up to 10 hours per week teaching duties.

4. DOTT

4.1 Unless otherwise approved by the Principal DOTT shall be done between 8.00 a.m. and 6.00 p.m. provided that DOTT performed between 5.30 p.m. and 6.00 p.m. will not attract time and one half.

4.2 DOTT may be taken over recess or meal breaks except where the lecturer has DOTT or lecturing commitments both sides of the break.

4.3 DOTT must be shown on each lecturer's timetable. This may be varied by the Principal on single occasions, in consultation with the Senior Lecturer, in order to meet the needs of the College.

4.4 DOTT commitments must be fulfilled when relief teaching duties have been performed in an allocated DOTT.

5. CONCESSIONAL HOURS

Lecturers required by the Principal to perform duties after 5.30 p.m. will be compensated with time and one half.

6. RELIEF

Lecturers asked to perform teaching duties during DOTT will be paid at the rate defined in the overtime clause.

7. CASUAL STAFF

7.1 A casual will be a person who is employed for less than 0.4 time, or less than one term.

7.2 The rate paid for casuals will be based on an hourly basis calculated as follows:

Base Annual Salary for Table 1 11AA divided by 1117.84.

7.3 Payment will be made for lecture hours and other required hours of attendance as directed by the Principal.

8. OVERTIME PAYMENTS

Overtime will be paid to lecturers who are requested to perform duties over and above 30 hours per week. The rate of payment will be calculated as follows:

Base Annual Salary for Table 1 11AA divided by 1117.84.

9. VARIATION

With the consent of the lecturer and the Union Branch the Principal may vary any of the above conditions to meet the special needs of the College.

SCHEDULE R RESPONSIBILITIES OF A SENIOR SCHOOL PSYCHOLOGIST

Responsibilities of a Senior School Psychologist may include the following:

- (a) An effective contribution to the leadership of developing, implementing and evaluating relevant areas of school psychology practice;
- (b) An effective contribution to the leadership of the District's Student Services and/or schools including identification, development, planning and implementation of priorities and formal decision making processes;
- (c) Oversee the implementation and management of specialist programs or policies;
- (d) Mentoring, supervision, peer support, counselling and guidance for school psychologists (including supervision of provisionally registered psychologists) concerning effective practice, psychological support for schools and resource development; and
- (e) Other duties as identified by the Manager of Student Services and the District Director/Executive Team which arise out of the priorities identified in the Department/District Student Services Plan and/or school development.

In consultation with the Senior School Psychologist, consideration will be given to workload implications.

SCHEDULE S GRADUATE ENTITLEMENTS

1. Graduate Allowance

- (a) Graduate teachers in their first two (2) years of employment will receive an additional allowance of \$800 per annum.
- (b) The graduate teacher allowance is paid as soon as practicable after commencement of employment.

2. Graduate teacher release time

- (a) In the first year of teaching, additional non-contact time of 0.05 FTE per week will be provided to each Graduate Teacher.
- (b) Part time Graduate Teachers to receive a pro-rata allocation.
- (c)
 - (i) While it is expected that this time allocation is available to graduates on a regular basis, it can be accumulated over no more than a term to accommodate different contexts and needs.
 - (ii) The release time can be used for purposes in accordance with Clause 20 Duties Other Than Teaching; and to provide release for participation in professional learning activities.

3. Graduate Teacher Professional Learning Program

Over the first two years of teaching Graduate Teachers are required to participate in a structured professional learning program designed by the Professional Learning Institute.

- (a) Part time Graduate Teachers have access to the program and may complete it over a longer time-frame;
- (b) An additional 2 days teacher relief each year is available to schools to support the participation of each graduate in the program.

4. Graduate Teacher Collegial Support Program

- (a) In the first year of teaching each Graduate Teacher is provided with regular in-class and mentor support. This is provided by district or school-based Collegial Support Teachers, trained by the PLI in mentoring, instructional practice and classroom management.
- (b) A range of models for collegial support will be developed by the Professional Learning Institute, in consultation with the union, districts and schools, to accommodate different contexts and needs.
- (c) The minimum resource allocation is 1 FTE per 30 Graduate Teachers.

5. Schools Graduate Allowance

Schools are allocated a Graduate Allowance of \$600. This provides newly qualified teachers with up to two days of teacher relief for additional support. Principals need to make the necessary application for the Graduate Allowance funds (see section 3 School Grant Operation Manual.) New teachers should negotiate with their Principal or line manager on how these funds might best be used.

6. Graduate Allowance – Resources

A curriculum materials and contingency allowance is available to new graduates and re-entry teachers.

Secondary - \$ 78
Primary - \$ 150

Schools need to apply for these finds. Applications forms are available at see section 3 School Grant Operation Manual.

SCHEDULE T SCHOOL BASED TEACHER RELIEF PROGRAM

Guidelines for teacher appointed through the school-based teacher relief program

- (a) The school-based teacher relief program is designed to increase opportunities within DET for permanency by providing additional staff to schools with an identified relief teacher need.
- (b) As it is a route to achieving permanency, there is a need to demonstrate a capacity to plan for and develop teaching and learning programs as well as engage in assessment and reporting.
- (c) For the purpose of achieving permanency, the appointee must have a teaching responsibility of not less than 0.4.
- (d) Above the 0.4, the teacher engaged in the school- based teacher relief program position should undertake a minimum of 0.3 in relief teacher duties