



**BEEHIVE MONTESSORI SCHOOL (ENTERPRISE BARGAINING)  
AGREEMENT 2013**

**AG 13 of 2014**

## **1. - TITLE**

This Agreement shall be known as the Beehive Montessori School (Enterprise Bargaining) Agreement 2013 and replaces the Beehive Montessori School (Enterprise Bargaining) Agreement 2009.

## **2. - ARRANGEMENT**

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

This Agreement is made between the Beehive Montessori School Inc. (the School) and The Independent Education Union of Western Australia, Union of Employees (IEUwa) a registered organisation of employees.

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

- (1) This Agreement shall apply to teachers who are employed within the scope of the Independent Schools' Teachers' Award 1976 (the Award) in Western Australia and who are members or are eligible to be members of the IEUWA.
- (2) The number of teachers covered by this Agreement is 20.

#### **5.- RELATIONSHIP TO PARENT AWARD**

- (1) This Agreement shall be read and interpreted in conjunction with the Independent Schools' Teachers' Award 1976 (the Award) .
- (2) Where there is any inconsistency between this Agreement and the Award, this Agreement will prevail to the extent of the inconsistency.

#### **6. - DATE AND DURATION OF AGREEMENT**

- (1) This Agreement shall come into effect on the date of registration and expire on 31 Decmeber 2016 .
- (2) DOTT hours will be reviewed in or before January 2015.
- (3) The parties agree to meet no later than 6 months prior to the expiration of this Agreement to negotiate a new Agreement.

#### **7. - EXPIRATION OF AGREEMENT**

On the expiration of this Agreement and in the absence of the registration of a subsequent Enterprise Bargaining Agreement, the provisions of this Agreement shall apply until such time as a new Agreement takes effect.

#### **8. - OBJECTIVES**

In reaching this Agreement the parties have recognised:

- (1) the need to maintain a fair and just working environment in which education can be provided in harmony with the aims, objectives and philosophy of Montessori education
- (2) the need to safeguard and enhance the quality of teaching and learning within the School.

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

- (1) (a) A teacher shall, upon engagement, be given a letter of appointment in which the general conditions and the special conditions (if any) of his/her appointment are stated. A copy of that letter shall be retained by the school and signed by the teacher within one week of commencing work. This subclause shall not apply to a relief teacher.
- (b) The conditions stated in the letter of appointment shall, while the employment continues, be observed by the parties and shall not be subject to any alteration of significance without the consent of the teacher.
- (c) Paragraph (a) of this subclause does not authorise the inclusion in a letter of appointment of any provision which is inconsistent with or contrary to any provision of this Agreement.

- (2) Except in the case of relief or temporary teachers, the termination of the service of a teacher shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of school term. Failure to give the required notice shall make that party liable to forfeiture of or payment to the other party of an amount equivalent to six weeks' pay or an amount equivalent to that period of notice not given or served.

Provided that the requirements of this subclause may be waived in part or whole by mutual agreement between the teacher and the employer.

- (3) The contract of service of a temporary teacher shall be terminable at any time by either party giving not less than one (1) week's notice, save that in the case of continuous service exceeding one (1) year, notice shall be as prescribed in subclause (2) of this clause.
- (4) The engagement of a relief teacher shall be by the day or half day and where the period exceeds five consecutive days the notice shall be one day. Where the employment is for five consecutive days or less the engagement shall be considered to be a specific period and notice shall not be required.
- (5) A part-time teacher shall receive payment for sick leave, long service leave and vacation leave on a pro-rata basis in the proportion that his/her hours of work bear to the hours of a full-time teacher.
- (6) Upon termination a statement of service and a separate reference when requested by the teacher shall be provided to the teacher by the employer.
- (7) Nothing within this clause detracts from the employer's right to dismiss summarily any teacher for serious misconduct in which case salary shall be paid up to the time of dismissal only.

#### **10. - SALARY RATES**

- (1) The salary rates are contained in Appendix I – Salary Rates of this agreement, on the dates prescribed therein.
- (2) By this Agreement, and in accordance with Appendix I, there will be a two tiered salary scale. On appointment, a teacher will be placed by the School on the appropriate scale according to the criteria contained in Appendix I.
- (3) In the event of any safety net adjustment being applied to the Award, such adjustment shall be absorbed into the salary rates prescribed in this Agreement.
- (4) Registered teachers who have satisfactorily completed approved teaching qualifications:
  - (i) of four years post secondary level (including teacher training) shall commence at step 2 and progress to the top of the salary scale by annual increments.
  - (ii) of three year post secondary level (including teacher training) shall commence at step 1 and progress to the top of the salary scale by annual increments.
  - (iii) of less than three years post secondary level (including teacher training) shall commence at step 1 and progress to step 8 by annual increments and then by biennial increments to the top of the salary scale.
- (5) Should the increases fall short of maintaining parity with the Catholic sector; the parties will reconvene for the purpose of reviewing salaries and allowances.
- (6) Payment for Senior Teacher Allowance and promotional allowances will be available to eligible teachers and may be taken at the same time.
- (7) Salary Scale 2 is for Montessori Trained teachers. It is at the Principal's discretion to decide which course he/she feels is appropriate for the Scale 2 remuneration.

## **11. - AGREED EFFICIENCY IMPROVEMENTS**

### (1) Relief Teachers

- (a) A roster of relief teachers will be gathered and made available, including Special Education relief. When a teacher is absent, every effort will be made to contact a relief teacher from outside of the permanent full time staff.
- (b) Notwithstanding the provisions of subclause (3) of Appendix I Salary Rates of this agreement, relief teachers employed for five days or less may be engaged by the hour and paid an hourly rate based on the full time equivalent of a 6 hour day with a minimum of 2 hours.

### (2) Short term absences

When a teacher is absent, every effort will be made to contact a relief teacher. However, it may be necessary for teachers to help cover the absence by moving from their classroom to teach in another classroom in the School.

### (3) Meetings

The Principal will endeavour to schedule all meetings at a mutually convenient time within the normal school teaching hours of 8.15am-4.00pm. However, teachers agree to meet with the Principal outside of normal school teaching hours should the Principal so require.

Teachers acknowledge the importance of parent observations and regular parent contact; if possible, parent meetings will be scheduled in before and after school hours rather than DOTT.

Teachers are required to offer parent education, one per term, portfolio reporting sessions, orientation days, school camps, excursions, one school community social event per annum and a 2½ day staff retreat every two years and any other scheduled meetings as requested by the Principal.

Paid events held at School that requires attendance from the Teachers will be free of charge.

## **12. - OTHER CONDITIONS**

### (1) DOTT Time

All full time teachers are entitled to 180 minutes of DOTT time per week, with the exception of teachers at the Middle School who are entitled to 360 minutes, without the requirement to either directly or indirectly supervise students. This DOTT time will preferably be taken as one day per fortnight.

### (2) Employment of Teachers

- (a) Any teacher can apply for any available position within the School and be judged according to merit and by what is deemed in the best interests of the School.
- (b) Any permanent member of the teaching staff without Montessori training will agree at the time of contract to undertake Montessori training within three years unless otherwise negotiated in writing.

### (3) Study Leave

- (a) A teacher may be granted examination leave with pay on the day of attendance at an examination, so long as the examination is for a course considered relevant to the School.

(b) Any additional time for attendance at examinations (other than pursuant to paragraph (a) hereof) or for study purposes must be without pay and subject to authorisation.

(4) Short Leave

(a) The School may grant a teacher leave with pay not exceeding a total of three days in any year to conduct personal business which cannot reasonably be transacted outside hours of duty.

(b) The days shall be non-consecutive.

(c) Such leave shall not accrue from year to year.

(d) Short leave shall not be granted in respect of any day immediately preceding or immediately following a school vacation or the Easter holiday period; or immediately preceding leave granted to attend examinations.

(5) Class size and /or Special Needs Students

For classes containing special needs students, consideration should be given to reduced class sizes and/or additional teacher support. The type of support will depend upon the needs of particular children, and be negotiated between the Principal, the special needs teacher and the classroom teacher.

(6) Additional Insurance Cover

In addition to the general insurance, the School agrees to take out Professional Indemnity Insurance to cover teaching staff.

(7) Professional Development

Professional development should have as its priority the upgrading of professional skills and knowledge. The School and the staff should share responsibility for ongoing professional development within the School which should take into consideration the needs of the individual. Attendance at courses required by the School should be done in school time; however, it is acknowledged that some courses will require attendance in the teachers' own time. The Principal can direct the content of professional development during school time.

(8) Academic Assistance

The parties agree to the policy statement Funding Policy for Academic Assistance as set out in Appendix III to this Agreement.

(9) EBA Negotiations

Up to 3 days relief will be provided for each of the two staff negotiators so that they can meet to prepare the staff EBA proposals.

(10) Classroom Assistants

Classes will be allocated teacher assistants according to need. This is to be negotiated between the teacher and the Principal.

(11) School Start & Finish Time

The starting time for the whole school is 8.30am and finishing time is 3.00pm; with the exception of the Adolescent Program who start at 8.15am and finish at 3.30pm on Mondays, Wednesdays, Thursdays and Fridays. However in the event of extenuating circumstances such as a building program it may be necessary to amend this clause.

### **13. - SICK LEAVE**

- (1) (a) A teacher who is unable to attend or remain at the place of employment during the normal hours of duty by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.
  - (b) Entitlement to payment shall be twelve and one half day's pay for each completed year of service. Such leave will accrue on a weekly basis. A teacher who was actually engaged for all four terms in a calendar year shall be entitled to a year's entitlement.
  - (c) A teacher who claims an entitlement under this clause shall provide to the employer evidence that would satisfy a reasonable person of the entitlement.
  - (d) If in the first of successive years of service with the employer, a teacher is absent on the ground of personal ill health or injury for a period longer than his/her entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the teacher's services terminate, if before the end of that year of service, to the extent that the teacher has become entitled to further paid sick leave during that year of service.
- (2) A temporary teacher shall retain the benefit of accumulated sick leave on appointment as a permanent teacher provided that the service is continuous. For the purpose of this paragraph school vacations shall not be deemed to break the continuity of service.
- (3) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this subclause may be claimed by the teacher if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during that year at the time of the absence. Provided that a teacher shall not be entitled to claim payment for any period exceeding thirteen weeks in any one year of service.
- (4) The employer will provide a balance of accrued sick leave to be showed on payslips.
- (5) A teacher on paid leave shall accrue an entitlement to payment under this clause.
- (6) The provisions of this subclause with respect to payment do not apply to teachers who are entitled to payment under the Workers' Compensation and Rehabilitation Act 1981 nor to teachers whose injury or illness is the result of the teacher's own misconduct.

### **14. - CARERS LEAVE**

- (1) A teacher may take in one year of service up to ten (10) days of paid leave from sick leave to provide care for a family member.
- (2) A "family member" shall mean a person who is related 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 first mentioned person.
- (3) Such leave shall not accrue from year to year.
- (4) The teacher shall, wherever practicable, give the Principal notice prior to the absence of the intention to take leave, the reasons for taking such leave and the estimated length of absence. If such prior notice is impracticable, notification should be given by telephone.
- (5) The teacher shall, if required, provide to the employer evidence that would satisfy a reasonable person of the entitlement.
- (6) Such leave shall not prejudice a teacher's right to apply for special leave or unpaid leave.

- (7) A teacher may also elect, with the School's consent, to take long service leave for the purpose of providing care for a family member who is ill. Long service leave may only be used if the teacher has reached the pro rata entitlement of 6 years employment.

#### **15. - SPECIAL LEAVE**

- (1) A teacher shall, on sufficient cause being shown, be granted special leave with pay.
- (2) "Sufficient cause" is defined as a matter or situation for which:
  - (a) no other arrangements can reasonably be made,
  - (b) the absence from duty is required due to pressing necessity.
- (3) The period determined at the discretion of the employer having regard to all the circumstances would not normally exceed three (3) days in any one instance.
- (4) Such discretion is not to be harshly or unfairly exercised.

#### **16. - LEAVE WITHOUT PAY**

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

#### **17. - HOLIDAY AND VACATION LEAVE**

- (1) Except as hereinafter provided, a teacher shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.
- (2) If after one week's continuous service in any calendar year a teacher lawfully terminates his/her employment or his/her employment is terminated by the employer through no fault of the teacher, the teacher shall be granted salary instead of vacation leave proportionate to his/her length of service. Provided that a teacher who was actually engaged for all four terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.
- (3) (a) Where a teacher has been paid for leave, which at the time of termination has not been fully accrued, the employer may deduct from any monies owed that portion to which the teacher is not entitled.



- (b) Where the employment of a teacher is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.
- (4) A teacher on approved paid leave shall accrue an entitlement to payment under this clause.
- (5) A teacher who is justifiably dismissed for serious misconduct shall not be entitled to the benefits of the provisions of this clause.
- (6) (a) A leave loading equivalent to 17.5 per cent of four weeks' salary shall be paid to a teacher, including a part-time and temporary teacher, who has completed twelve months' continuous service with the employer or who has been employed for all four terms in a calendar year.
- (b) The loading shall be paid in the final pay in December of that year.
- (c) If the service of a teacher commences after the beginning of first term in a calendar year then by agreement between the employer and the teacher, the leave loading may be paid, proportionate to the length of service in that year, in December of that year.

### **18. - LONG SERVICE LEAVE**

- (1) Long service leave will accrue at a rate of 1.3 weeks leave for every year of service.
- (2) A teacher who has completed eight years' continuous service with the School shall be entitled to take up to 10.4 weeks long service leave. For each subsequent period of eight years service a teacher shall be entitled to an additional 10.4 weeks long service leave.
- (3) Where a teacher has completed at least six years' service but less than eight years' service and employment is terminated
  - (a) by the teacher's death; or
  - (b) in any circumstances, otherwise than serious misconduct; the amount of leave shall be such proportion of ten weeks' leave as the number of completed years of such service bears to eight years.
- (4) Long service leave is usually to be taken within 12 months of it falling due. However by agreement between the teacher and the Principal this can be extended. A request to extend this period will not be unreasonably denied.
- (5) Where a teacher is ill during a period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence that would satisfy a reasonable person that as a result of illness or injury the teacher was confined to their place of residence or a medical facility for a period of at least fourteen (14) consecutive calendar days, the employer shall grant sick leave for the period during which the teacher was so confined and reinstate long service leave equivalent to the period of confinement.

### **19. - BEREAVEMENT LEAVE**

- (1) Subject to subclause (4) of this clause, a teacher has an entitlement to up to two days of paid Bereavement Leave on the death of:
  - (a) the spouse, partner or de facto spouse of a teacher;
  - (b) the child or step-child of a teacher;
  - (c) the parent, step-parent or parent-in-law of a teacher;

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

#### **20. - TRAVEL ALLOWANCE**

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

#### **21. - PROTECTIVE CLOTHING**

- (1) Where a school requires that a teacher wear protective clothing in the course of his or her duties, other than with respect to sporting activity, such clothing shall be supplied by the school.
- (2) Protective clothing so issued shall remain the property of the school and be maintained in good order and condition by the teacher, fair wear and tear excepted.

#### **22. - PARENTAL LEAVE**

- (1) Eligibility for Parental Leave

A teacher shall become entitled to take up to 104 consecutive weeks of unpaid leave, including 14 weeks paid leave, in respect of:

- (a) the birth of a child to the teacher or the teacher's spouse; same sex partner, partner or de facto of a teacher;
  - (b) the placement of a child with the teacher with a view to the adoption of the child by the teacher or the step-child of the teacher or the teacher's spouse; same sex partner; partner or de facto of a teacher, is under age of 5; and has not lived continuously with the teacher for 6 months or longer.
- (2) A teacher is entitled to take parental leave if he or she:
    - (a) has had at least 12 months' continuous service with that employer immediately preceding the date upon which the teacher proceeds upon such leave; is entitled to a period up to 52 weeks (1 year) unpaid leave.

- (b) has had at least 24 months' continuous service with that employer immediately preceding the date upon which the teacher proceeds upon such leave; is entitled to a period up to 104 weeks (2 years) unpaid leave.
- (c) a teacher who has an entitlement to parental leave under subclause (b) above who is identified as the mother of a child or primary care giver of the child in the case of an adoption, and who has completed 24 months (2 years) continuous service shall be entitled, upon application to Parental Payment Leave of 14 weeks.

The rate of salary to be applied shall be the teacher's weekly rate of salary at the time of making application for leave.

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

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

Subject to subclauses (4), (5) and (7) of this clause, the period of parental leave for a female teacher shall be for an unbroken period of up to 104 weeks (including 14 weeks paid parental leave) and shall include up to six weeks' leave to be taken immediately before the presumed date of confinement, unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the teacher is fit to work.

(4) Transfer to a Safe Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work, the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attached to that job until the commencement of parental leave. If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as parental leave for the purposes of subclauses (8), (9), (10) and (11) of this clause.

(5) Variation of Period of Parental Leave

- (a) The period of parental leave may be lengthened by agreement between the teacher and the employer in accordance with the provisions of Clause 16. –Leave Without Pay of this Agreement.
- (b) The period of parental leave may be shortened by agreement between the teacher and the employer.

(6) Cancellation of Parental Leave

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

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

(7) Special Parental Leave and Sick Leave

- (a) Where the pregnancy of a teacher or a teacher's spouse, partner or de facto not then on parental leave terminates after twenty-eight weeks other than by the birth of a living child then:
  - (i) the teacher shall be entitled to such period of unpaid leave (to be known as special parental leave) as a duly qualified medical practitioner certifies as necessary before the teacher's return to work; or
  - (ii) for illness other than the normal consequences of confinement the teacher shall be entitled, either instead of or in addition to special parental leave, to such paid sick leave as to which the teacher is then entitled and which a duly qualified medical practitioner certifies as necessary before the teacher returns to work.
- (b) Where a teacher not then on parental leave suffers illness related to the teacher's pregnancy, the teacher may take such paid sick leave as to which the teacher is then entitled and such further unpaid leave (to be known as special parental leave) as a duly qualified medical practitioner certifies as necessary before the teacher returns to work.
- (c) For the purposes of subclauses (9), (10) and (11) of this clause, parental leave shall include special parental leave.
- (d) A teacher returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which the teacher held immediately before proceeding on such leave or, in the case of a teacher who was transferred to a safe job pursuant to subclause (4) of this clause, to the position the teacher held immediately before such transfer.

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

(8) Parental Leave and Other Leave Entitlements

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

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

(9) Effect of Parental Leave on Employment

Notwithstanding any award, or other provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this agreement.

(10) Termination of Employment

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

(11) Return to Work After Parental Leave

- (a) A teacher shall be entitled to the position which the teacher held immediately before proceeding on parental leave or, in the case of a teacher who was transferred to a safe job pursuant to subclause (4) of this clause, to the position which the teacher held immediately before such transfer. Where such position no longer exists but there are other positions available for which the teacher is qualified and the duties of which the teacher is capable of performing, the teacher shall be entitled to a position as nearly comparable in status and salary or wage to that of the teacher's former position.
- (b) The teacher will notify the employer in writing not less than six (6) weeks prior to the presumed dated of return, when the teacher requests to return to work under different arrangements from those which the teacher held immediately prior to the commencement of Parental leave.

(12) Replacement Teachers

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

(13) Extending period of unpaid parental leave

- (a) Employee may request further period of leave

An employee who takes unpaid parental leave for the initial 12 months may request the employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months following the end of the available parental leave period.

- (b) Making the request  
The request must be in writing, and must be given to the employer at least on Term Notice before the end of the available parental leave period.
- (c) Agreeing to the request  
The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, as and no later than 21 days, after the request is made.
- (d) The employer may refuse the request only on reasonable business grounds.
- (e) If the employer refuses the request, the written response under subclause (c) must include details of the reasons for the refusal.

No extension beyond 24 months after birth or placement.

(14) Subsequent Pregnancy

- (a) A further period of unpaid parental leave resulting from a subsequent pregnancy may be taken without a return to work and shall be deemed to be a new and separate period of parental leave. This further period of parental leave shall be for an agreed period of up to the entitlement as set out in subclause (1) and shall commence from the date of birth and the teacher shall return to work from the commencement of a school term unless by agreement with the employer.
- (b) For any application for a subsequent paid Parental Leave, a teacher will be entitled to 6 weeks paid Parental Leave, provided the teacher has returned to work for 12 months continuous service.

**23. - RIGHT OF ENTRY**

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

**24. - SALARY RECORDS**

- (1) The employer shall keep or cause to be kept, records containing the following particulars:
  - (a) Full name and residential address of each teacher.
  - (b) The full time or part time percentage, and the number of weeks worked per year, exclusive of Holiday and Vacation leave.
  - (c) The salary paid each pay period, and their deductions.

- (d) The employer shall provide a salary advice slip showing gross salary and any deductions made for such pay period.
- (2) Salaries shall be paid at least monthly, except in the case of a relief teacher who shall be paid as soon as possible on completion of the engagement.

## **25. - INSPECTION OF RECORDS**

- (1) An authorised representative of the Union may enter, during work hours, any premises where relevant teachers work, for the purpose of investigating any suspected breach of the Industrial Relations Act 1979, the Long Service Leave Act 1958, the Minimum Conditions of Employment Act 1993, the Occupational Safety and Health Act 1984 or an award, order, industrial agreement or employer-employee agreement that applies to any such teacher.
- (2) For the purpose of investigating any such suspected breach, the authorised representative may:
  - (a) subject to the provisions of the relevant Act, Award, Order, Industrial Agreement or Employer-Employee Agreement require the employer to produce for the representative's inspection, during working hours at the employer's premises or at any mutually convenient time and place, any employment records or other documents kept by the employer that are related to the suspected breach;
  - (b) make copies of the entries in the employment records or documents related to the suspected breach; and
  - (c) during working hours, inspect or view any work, material, machinery, or appliance, that is relevant to the suspected breach.
- (3) The authorised representative will provide written notice of at least:
  - (a) 24 hours if the records and documents are kept on the employer's premises; or
  - (b) 48 hours if the records are kept elsewhere.

## **26. - SUPERANNUATION**

### **(1) Employer Contributions**

The superannuation provisions contained herein operate subject to the requirements of the hereinafter prescribed provision titled - Compliance, Nomination and Transition. The employer will increase the compulsory super payment from 9% to 9.25 from 1 July 2013

- (a) An employer shall contribute to superannuation for each eligible teacher in accordance with the Superannuation Guarantee (Administration) Act 1992 to one of the following approved superannuation funds:
  - (i) NGS Super; or
  - (ii) An Approved Fund of the Employee's choice; or
  - (iii) an exempted fund allowed by subclause (3) of this clause.
- (b) Employer contributions shall be paid at least monthly for each week of service that the eligible teacher completes with the employer.

(c) "Ordinary Time Earnings" means the salary or other remuneration periodically received by the teacher in respect to the time worked in ordinary hours and/or any other rate paid for all purposes of the Agreement to which the teacher is entitled for ordinary hours of work.

(2) Fund Membership

(a) "Eligible Teacher" shall mean a teacher employed under the terms of this Agreement.

(b) A teacher shall not be eligible to join the fund until he/she has completed one month's satisfactory service. On completion of this period the teacher shall be entitled to the appropriate employer contribution, from the date of the teacher's commencement.

(3) Exemption

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

(a) was contributing to a superannuation fund, in accordance with an order of an industrial tribunal; or

(b) was contributing to a superannuation fund in accordance with an Order or Award of an industrial tribunal, for a majority of teachers and makes payment for teachers covered by this Agreement in accordance with that order or award; or

(c) subject to notification to the Union, was contributing to a superannuation fund for teachers covered by this Agreement where such payments are not made pursuant to an order of an industrial tribunal.

(d) was not contributing to a superannuation fund for teachers covered by this Agreement; and

(i) written notice of the proposed alternative superannuation fund is given to the Union; and

(ii) contributions and benefits of the proposed alternative superannuation fund are no less than those provided by this clause; and

(iii) within one month of the notice prescribed in paragraph (i) being given, the Union has not challenged the suitability of the proposed fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(4) The employer shall provide such facilities as is appropriate to ensure that all teachers are adequately informed of the provisions of the superannuation funds available.

Compliance, Nomination and Transition

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

(a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless:

(i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and

(ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the teacher permitted to nominate a fund or scheme;

(b) The teacher shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the teacher;



- (c) The employer shall notify the teacher of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirement of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the teacher to whom such is directed;
- (e) The teacher and employer shall be bound by the nomination of the teacher unless the teacher and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
- (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme required by a teacher;

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

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

#### **27. - CONSULTATIVE PROVISIONS**

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

#### **28. - REDUNDANCY PROVISIONS**

- (1) Discussions Before Termination
  - (a) Where an employer has made a definite decision that the employer no longer wishes the job the teacher has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the teachers directly affected and with their Union, where applicable.
  - (b) The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph (a) of this subclause and shall cover among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to minimise any adverse affect of any terminations on the teachers concerned. The employer will confirm the content of these discussions in writing.
- (2) Notice Period of Termination on Redundancy

- (a) If the services of a teacher are to be terminated due to redundancy, the teacher shall be entitled to notice of termination as prescribed in Clause 9.– Contract of Service, of this Agreement, provided that teachers to whom notification of termination of service is to be given because of the introduction of automation or other like technology changes shall be given not less than three (3) months' notice of termination.
- (b) Should the employer fail to give notice of termination as required in subclause 2(a) the employer shall pay to the teacher an amount calculated in accordance with the ordinary rate of pay for a period being the difference between the notice given and that required to be given.
- (c) Payment of Notice Treated as Service

If an employer makes payment for all or any of the period of notice prescribed, then the period for which such payment is made shall be treated as service for the purposes of calculating any service related entitlements of the teacher arising pursuant to this Agreement and shall be deemed to be service with the employer for the purposes of Long Service Leave.

(3) Teacher Leaving During Notice

A teacher whose employment is to be terminated for reasons set out in this clause may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payment under this clause had the teacher remained with the employer until the expiry of such notice. Provided that in such circumstances the teacher shall not be entitled to payment instead of notice.

(4) Time Off During Notice Period

- (a) During the period of notice of termination of employment given by an employer, a teacher whose employment is to be terminated for reasons set out in this clause shall be entitled for the purpose of seeking other employment, to be absent from work for eight ordinary hours without deduction of pay.
- (b) A teacher who claims to be entitled to paid leave under this clause is to provide to the employer evidence that would satisfy a reasonable person of the entitlement.

(5) Severance Pay

In addition to the period of notice prescribed in Clause 9. – Contract of Service, of this Agreement, for ordinary termination, a teacher whose employment is terminated for reasons set out this clause shall be entitled to the following amount of severance pay in respect of a continuous period of service.

<b>Period of Continuous Service</b>	<b>Severance Pay</b>
Less than 1 year	Nil
1 year less than 2 years	4 weeks' pay
2 years less than 3 years	6 weeks' pay
3 years less than 4 years	7 weeks' pay
4 years less than 5 years	8 weeks' pay
5 years less than 6 years	10 weeks' pay
6 years less than 7 years	11 weeks' pay

7 years less than 8 years	13 weeks' pay
8 years less than 9 years	14 weeks' pay
9 years less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

"Week's Pay" means the ordinary weekly rate of wage for the teacher concerned.

(6) Alternative Employment

An employer, in a particular redundancy case, may make application to the Western Australian Industrial Relations Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for a teacher.

(7) Teachers Exempted

This clause shall not apply to relief or temporary teachers or where employment is terminated as a consequence of conduct that justifies instant dismissal.

**29. - NO FURTHER CLAIMS**

It is a condition of this Agreement that the parties will not seek any further claims with respect to salaries or conditions unless they are consistent with the State Wage Case Principles or within the review period specified in Clause 7 herein.

**30. - NO REDUCTION**

Nothing contained herein shall allow the School to reduce the salaries and conditions of a teacher which prevailed prior to entering this agreement, except where provided by this agreement.

**31. - NO PRECEDENT**

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

**32. - DISPUTE RESOLUTION PROCEDURE**

A dispute is defined as any question, dispute or difficulty arising out of this Agreement.

The following procedure shall apply to the resolution of any dispute:

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

7 years less than 8 years	13 weeks' pay
8 years less than 9 years	14 weeks' pay
9 years less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

"Week's Pay" means the ordinary weekly rate of wage for the teacher concerned.

(6) Alternative Employment

An employer, in a particular redundancy case, may make application to the Western Australian Industrial Relations Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for a teacher.

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- (3) If the matter is not then resolved it may be referred to the Western Australian Industrial Relations Commission.

**33. - SIGNATORIES**



*(Signature)*

John Bird

*(Name of signatory in block letters)*  
Beehive Montessori School Inc.



*(Signature)*

(THERESA HOWE)  
Independent Education Union of Western  
Australia, Union of Employees

## APPENDIX I - Salary Rates

(1) Salary Scale

### **2014 Salary Scale**

EBA - Scale 1 Scale 2 less 7%				
Step	Scale 1	Scale 1	day rate	hour rate
January 2014				
	Incl Leave Loading	Beehive no Leave Loading		
<b>LAT</b>				
<b>1</b>	\$55,059.80	<b>\$54,331.00</b>	\$211.12	\$30.16
<b>2</b>	\$60,721.40	<b>\$59,917.09</b>	\$232.83	\$33.26
<b>3</b>	\$63,118.59	<b>\$62,282.82</b>	\$242.01	\$34.57
<b>4</b>	\$67,447.36	<b>\$66,553.44</b>	\$258.61	\$36.94
<b>5</b>	\$71,742.58	<b>\$70,792.51</b>	\$275.08	\$39.30
<b>6</b>	\$77,002.55	<b>\$75,983.27</b>	\$295.25	\$42.18
<b>7</b>	\$81,994.08	<b>\$80,908.73</b>	\$314.39	\$44.91
<b>8</b>	\$83,812.41	<b>\$82,702.95</b>	\$321.37	\$45.91
<b>9</b>	\$85,633.90	<b>\$84,500.32</b>	\$328.35	\$46.91
<b>10</b>	\$88,990.59	<b>\$87,811.92</b>	\$341.22	\$48.75

EBA - Scale 2				
Step	Scale 1	Scale 1	day rate	hour rate
January 2014				
	Incl Leave Loading	Beehive no Leave Loading		
<b>LAT</b>				
<b>1</b>	\$59,204.09	<b>\$58,420.43</b>	\$227.01	\$32.43
<b>2</b>	\$65,291.83	<b>\$64,426.98</b>	\$250.36	\$35.77
<b>3</b>	\$67,869.45	<b>\$66,970.77</b>	\$260.23	\$37.18
<b>4</b>	\$72,524.05	<b>\$71,562.84</b>	\$278.08	\$39.73
<b>5</b>	\$77,142.56	<b>\$76,120.98</b>	\$295.79	\$42.26
<b>6</b>	\$82,798.45	<b>\$81,702.45</b>	\$317.47	\$45.35
<b>7</b>	\$88,165.67	<b>\$86,998.64</b>	\$338.05	\$48.29
<b>8</b>	\$90,120.87	<b>\$88,927.91</b>	\$345.56	\$49.37
<b>9</b>	\$92,079.46	<b>\$90,860.56</b>	\$353.06	\$50.44
<b>10</b>	\$95,688.80	<b>\$94,421.41</b>	\$366.91	\$52.42

## 2015 Salary Scale

EBA - Scale 1 Scale 2 less 7%				
Step	Scale 1	Scale 1	day rate	hour rate
January 2015				
	Incl Leave Loading	Beehive no Leave Loading		
<b>LAT</b>				
<b>1</b>	\$57,262.20	<b>\$56,504.24</b>	\$219.56	\$31.37
<b>2</b>	\$63,150.26	<b>\$62,313.78</b>	\$242.15	\$34.59
<b>3</b>	\$65,643.33	<b>\$64,774.13</b>	\$251.69	\$35.96
<b>4</b>	\$70,145.26	<b>\$69,215.58</b>	\$268.96	\$38.42
<b>5</b>	\$74,612.28	<b>\$73,624.21</b>	\$286.09	\$40.87
<b>6</b>	\$80,082.66	<b>\$79,022.61</b>	\$307.06	\$43.87
<b>7</b>	\$85,273.84	<b>\$84,145.08</b>	\$326.96	\$46.71
<b>8</b>	\$87,164.91	<b>\$86,011.07</b>	\$334.23	\$47.75
<b>9</b>	\$89,059.25	<b>\$87,880.33</b>	\$341.48	\$48.78
<b>10</b>	\$92,550.21	<b>\$91,324.39</b>	\$354.88	\$50.70

EBA - Scale 2				
Step	Scale 1	Scale 1	day rate	hour rate
January 2015				
	Incl Leave Loading	Beehive no Leave Loading		
<b>LAT</b>				
<b>1</b>	\$61,572.25	<b>\$60,757.25</b>	\$236.09	\$33.73
<b>2</b>	\$67,903.50	<b>\$67,004.06</b>	\$260.37	\$37.20
<b>3</b>	\$70,584.23	<b>\$69,649.60</b>	\$270.64	\$38.66
<b>4</b>	\$75,425.01	<b>\$74,425.35</b>	\$289.20	\$41.31
<b>5</b>	\$80,228.26	<b>\$79,165.82</b>	\$307.62	\$43.95
<b>6</b>	\$86,110.39	<b>\$84,970.55</b>	\$330.17	\$47.17
<b>7</b>	\$91,692.30	<b>\$90,478.59</b>	\$351.57	\$50.22
<b>8</b>	\$93,725.70	<b>\$92,485.03</b>	\$359.38	\$51.34
<b>9</b>	\$95,762.64	<b>\$94,494.98</b>	\$367.18	\$52.45
<b>10</b>	\$99,516.35	<b>\$98,198.27</b>	\$381.59	\$54.51



## 2016 Salary Scale

EBA - Scale 1 Scale 2 less 7%				
Step	Scale 1	Scale 1	day rate	hour rate
January 2016				
	Incl Leave Loading	Beehive no Leave Loading		
LAT				
1	\$59,552.68	<b>\$58,764.41</b>	\$228.35	\$32.62
2	\$65,676.27	<b>\$64,806.33</b>	\$251.83	\$35.98
3	\$68,269.07	<b>\$67,365.09</b>	\$261.76	\$37.39
4	\$72,951.07	<b>\$71,984.20</b>	\$279.71	\$39.96
5	\$77,596.77	<b>\$76,569.18</b>	\$297.53	\$42.50
6	\$83,285.97	<b>\$82,183.52</b>	\$319.34	\$45.62
7	\$88,684.79	<b>\$87,510.89</b>	\$340.04	\$48.58
8	\$90,651.50	<b>\$89,451.52</b>	\$347.59	\$49.66
9	\$92,621.63	<b>\$91,395.54</b>	\$355.14	\$50.73
10	\$96,252.21	<b>\$94,977.37</b>	\$369.07	\$52.72

EBA - Scale 2				
Step	Scale 1	Scale 1	day rate	hour rate
January 2016				
	Incl Leave Loading	Beehive no Leave Loading		
LAT				
1	\$64,035.14	<b>\$63,187.54</b>	\$245.53	\$35.08
2	\$70,619.64	<b>\$69,684.22</b>	\$270.78	\$38.68
3	\$73,407.60	<b>\$72,435.58</b>	\$281.47	\$40.21
4	\$78,442.01	<b>\$77,402.36</b>	\$300.77	\$42.97
5	\$83,437.39	<b>\$82,332.45</b>	\$319.92	\$45.70
6	\$89,554.81	<b>\$88,369.37</b>	\$343.38	\$49.05
7	\$95,359.99	<b>\$94,097.73</b>	\$365.63	\$52.23
8	\$97,474.73	<b>\$96,184.43</b>	\$373.76	\$53.39
9	\$99,593.15	<b>\$98,274.78</b>	\$381.87	\$54.55
10	\$103,497.00	<b>\$102,126.20</b>	\$396.85	\$56.69

(2) Conditions Applicable to Salary Rates

- (a) Scale 1 shall apply to any teacher who does not have a Montessori qualification which is recognised by the School.
- (b) Scale 2 shall apply to any teacher who has a Montessori qualification which is recognised by the School.
- (c) Once a teacher has obtained a suitable Montessori qualification, the teacher will move across to Scale 2 at the same step already attained on Scale 1.
- (d) (i) The provisions of subclauses (1) & (3) of this Appendix I shall apply in so far as placement on a salary step and movement from and between those steps is concerned, but shall not apply to the placement of a teacher on a scale.
- (ii) Notwithstanding Clause 2(a) above, the provisions of subclause 4(f) and 4(g) of this agreement will not apply where the additional qualification or second or higher degree is used to move a teacher from Scale 1 to Scale 2.

(3) Relief teachers employed for five (5) consecutive working days or more shall be paid for the period at the rate of salary appropriate to their qualifications and experience on a weekly basis of annual salary divided by forty (40) or a daily basis of annual salary divided by two hundred (200).

- (a) A relief teacher employed for less than five (5) consecutive working days shall be paid according to the following formula:



(i) Less than four year trained

(aa)	Full day	=	Step 1 Annual Salary	/	200
(bb)	Half day	=	Step 1 Annual Salary	/	400

(ii) Four year trained

(aa)	Full day	=	Step 3 Annual Salary	/	200
(bb)	Half day	=	Step 3 Annual Salary	/	400

- (b) On application by the teacher and by agreement with the employer, salary may be deemed to include an amount which is paid on behalf of the teacher into an approved Superannuation fund nominated in accordance with the provision of Clause 26 - Superannuation of this Agreement, and not being an employer contribution to superannuation paid in accordance with Superannuation Guarantee (Administration) Act 1992, Federal legislation or an employer's contributory superannuation fund.
- (c) A copy of any agreement reached in accordance with paragraph (b) of this subclause shall be attached to the salary record of the teacher concerned.
- (d) For the purposes of determining weekly or fortnightly salary, the annual salaries as prescribed in this subclause, shall be divided by 52.16 or 26.08 respectively.

(4) Classification structure:

(a) Qualifications

- (i) Approved teaching qualifications for the purposes of this Agreement shall mean
- (aa) for four year post secondary purposes a,  
(AA) University Degree and Diploma of Education; or  
(BB) University Degree and Teacher's Certificate; or  
(CC) Bachelor of Education Degree
- (bb) for three year post secondary purposes a,  
(AA) Diploma of Teaching; or  
(BB) a three year Bachelor Degree including teaching; eg. A Bachelor of Arts in Education
- (cc) for two year post secondary purposes a Teacher's Certificate or equivalent.
- (ii) When a registered teacher upgrades their teaching qualification from three years to four years post secondary, then in calculating the new position on the incremental scale, all previous relevant full time equivalent experience shall count.
- (iii) When a registered teacher upgrades their teaching qualification to five years or greater post secondary, then that teacher shall be credited with one extra year's experience for salary purposes. For the purpose of this subclause, a second or higher degree shall include a graduate diploma or a degree at honours level.
- (iv) Where there is a disagreement as to the level of an overseas qualification, the matter shall be referred to the National Office for Overseas Skills Recognition (NOOSR) for determination.

- (v) The employee shall notify the employer in writing of the acquisition of additional qualifications. Production of satisfactory evidence to this effect will be required. Notwithstanding anything to the contrary an entitlement derived from the acquisition of additional qualifications shall not pre-date the date of notification.
  - (b) Position on the incremental scale from date of registration of this Agreement. Registered teachers who have satisfactorily completed approved teaching qualifications:
    - (i) of four years post secondary level (including teacher training) shall commence at step 2 and progress to the top of the salary scale by annual increments.
    - (ii) of three year post secondary level (including teacher training) shall commence at step 1 and progress to the top of the salary scale by annual increments.
    - (iii) of less than three years post secondary level (including teacher training) shall commence at step 1 and progress to step 8 by annual increments and then by biennial increments to the top of the salary scale.
  - (c) For the purposes of this clause, an annual increment shall mean a year of full time equivalent experience.
  - (d) On appointment, a registered teacher shall be placed at the appropriate salary level according to qualifications and full-time equivalent teaching experience.
- (5) Senior Teacher
- (a) Subject to the provisions for implementing the classification set out in Appendix II, an appointee to a Senior Teacher classification shall be entitled to annual allowance as set out on Appendix I.
  - (b) A teacher in a promotional position who achieves a Senior Teacher classification shall be entitled to both Senior Teacher and Promotional Allowances.
- (6) Promotional Allowances
- (a) Allowances for promotional positions in primary schools, where appointed under this Agreement, shall be at the Assistant Principal (Administration), Assistant Principal (Religious Education) level or similar designation relevant to the school.
  - (b) Where a primary school has in excess of 700 full-time equivalent students, an additional promotional position may be appointed at the discretion of the employer.
  - (c) The allowance payable to Assistant Principals shall be as follows:
    - (i) Schools with 300 to 700 full-time equivalent students - \$6000.00 per annum.
    - (ii) Schools with 100 to 300 full-time equivalent students - \$3000.00 per annum.
- (7) Notwithstanding the provision of subclauses (5) and (6) of this Appendix, where an agreement is reached between the employer and the teacher on any allowance or benefit for promotional positions, expressed in terms other than those prescribed under this clause, then, subject to notification to the Union of such agreement, such conditions shall apply for the purposes of this Agreement.

## APPENDIX II – Teacher Appraisal

### TEACHER APPRAISAL

(1) Teacher Appraisal

- (a) (i) Teacher appraisal is essential to ongoing teacher professional development, performance planning and review in the context of the individual, the department or the school as a whole.
- (ii) The structure of the appraisal process will be determined by its purposes that is whether it is formative or summative.

(b) The following are the minimum requirements of any teacher appraisal process.

(i) Formative Appraisal -

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

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

(ii) Summative Appraisal

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

- (aa) the form and conduct of the appraisal shall be determined by the employer and the reason for the appraisal must be clearly established before the appraisal commences,
- (bb) the teacher being appraised shall be advised as to who is to conduct the appraisal, its form, the duration of the appraisal, and the nature of the reporting process,
- (cc) during the process, the teacher shall be kept informed of the progress of the appraisal and shall be allowed to nominate any teacher to contribute to the appraisal on his or her behalf,
- (dd) the teacher shall be provided with a written report, on the outcomes of the appraisal. The report shall clearly indicate the purpose of the appraisal, the format used and the results and recommendations arising out of the appraisal. Copies of all documentation, including formal and informal reports, shall be provided to the teacher,
- (ee) the teacher shall be given every opportunity to review any documentation which relates to the appraisal or to clarify any aspect of the report,

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

(2) Induction

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

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

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

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

(3) Progression to a Higher Classification

- (a) (i) A teacher at the top of his/her salary scale may apply to the Principal for upgrading to a Senior Teacher Level 1 classification.
- (ii) A teacher who has been classified as a Senior Teacher Level 1 for a minimum of three years may apply to the Principal for upgrading to a Senior Teacher Level 2 classification.
- (iii) A teacher shall be entitled to hold a promotion position and Senior Teacher Level 2 classification simultaneously.
- (b) (i) In the assessment for appointment, the following will be taken into account:
  - (aa) teaching practice and skills;
  - (bb) knowledge of relevant academic content areas;
  - (cc) involvement in curriculum development in the school;
  - (dd) participation in professional development;
  - (ee) participation as a team member in the development of the school.

- (c) In making the decision the Principal shall:
- (i) consider documentation supplied by the applicant;
  - (ii) consider the applicant's work in the school from knowledge gained through consultations with staff including a teacher or teachers nominated by the applicant;
  - (iii) interview the applicant.
- (d) At least one week prior to the decision being made the Principal shall:
- (i) provide to the teacher a summary of all information received in relation to the teacher's application;
  - (ii) indicate clearly in the summary any information which may be detrimental to the teacher's appointment as a Senior Teacher;
  - (iii) allow the teacher the opportunity to present a response to the Principal or at the interview if there are matters raised pursuant to paragraph (d)(ii) hereof.
- (e) (i) Where the Principal does not recommend an application by a teacher to be upgraded, the reasons are to be given in writing to the teacher. This response should include the areas where the Principal considers improvement is required to meet the criteria.
- (ii) In giving reasons for the lack of success of the application, the Principal should also recommend remedial action or professional development where appropriate.
- (iii) If the remedy required can be achieved within the terms specified in subclause (g) hereof, and within the year of application, then the application shall be approved.
- (f) Provided that the criteria for appointment are maintained, the period of appointment to the position of Senior Teacher at any level shall be not less than three years. Renewal of appointment shall be subject to successful appraisal of the Senior Teacher's role.
- (g) The following procedure shall apply in the processing of Senior Teacher applications:
- (i) applications for Senior Teacher shall be submitted not later than the end of term one each year;
  - (ii) the processing of the application shall be conducted during term two and, if necessary, during term three;
  - (iii) the decision and/or recommendation of the application shall be determined no later than during term four for implementation from the 1st January in the following year;
- (h) (i) Documentation pertaining to the application shall remain confidential to the parties concerned and shall be used only for the determination of the Senior Teacher application.
- (ii) In the case of an unsuccessful application, and at the conclusion of the process as outlined in subclause (g) hereof, all documentation other than that prescribed in subclause (e) hereof shall be destroyed.
- (i) (i) Senior Teacher Level 1 classification is portable within a school which is an efficient school within the meaning of the School Education Act 1999 and which is not administered by or on behalf of the Government of Western Australia.

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- (ii) Senior Teacher Level 2 classification is not portable between schools but may be negotiated between the employer and the teacher and implemented as part of the teacher's employment contract.

## APPENDIX III – Funding Policy for Academic Assistance

### FUNDING POLICY FOR ACADEMIC ASSISTANCE

#### (1) Guidelines

- (a) Upon review and approval by the Staffing and Conditions Committee and the School Council, Beehive Montessori School may provide financial assistance for a staff member wishing to undertake an educational programme not normally funded by the school's annual budget for ongoing professional development.
- (b) Such a programme must be deemed by the Staffing and Conditions Committee and the school's Council to be of significant value to the school's current and projected educational needs.
- (c) Financial assistance may take the form of a grant or a loan or a combination of both.
- (d) Prior to submitting a formal application, applicants will be required to discuss their proposal with the Principal in order to ensure the appropriateness of their request. Each applicant must then submit to the Staffing and Conditions Committee a properly documented application, which will include:
  - (i) the name, content and duration of the proposed programme, and the name of the relevant institution or organisation;
  - (ii) a statement of the relevance and importance of the proposed programme to the school's current and projected educational needs;
  - (iii) an itemised account of the cost of the programme (fees, books, etc.);
  - (iv) a statement of the amount being requested, and the specific purpose for which that amount is intended;
  - (v) a statement detailing the reason why funding is being requested;
  - (vi) the application of this policy is contingent on the financial ability of the school to provide this benefit.

#### (2) Determination of the type and amount of funding

- (a) In determining the amount to be funded, whether in the form of a grant, a loan, or a combination thereof, the chief criterion will be the relevance and the importance of the proposal to the school's current and projected educational needs. In practice and as a general rule this will mean that recognised Montessori courses or those with a substantial Montessori component will be funded more than non Montessori courses or those which are not accredited by the school.
- (b) A grant may be made available only to staff members who have taught at the Beehive Montessori School for a minimum of two years full time, or, in the case of a part time teacher, for the equivalent of two years' full time service. Grants will be given unconditionally.
- (c) The Beehive Montessori School may provide a grant of up to \$1000 for each year of full time teaching service to the school, to a maximum of \$10,000. In the case of a part time teacher the number of years of service will be calculated on a full time equivalent basis. For the calculation of any grant, time of service can only be counted once.

- (d) A loan may be made available in any one or more of the following circumstances:
- (i) when the applicant is ineligible for the grant because he/she has taught at the school for less than two years' full time, or, in the case of a part time teacher, for the equivalent of two years' full time service;
  - (ii) as a supplement to a grant, when the amount requested by the applicant is in excess of any amount which may be available to him/her by way of a grant;
  - (iii) in exceptional circumstances of financial need on the part of the applicant.
- (e) The recipient of a loan, either on its own or as a supplement to a grant, will be required to sign a contract specifying the conditions of re-payment, to be negotiated between the applicant and the Staffing and Conditions Committee, and approved by the School Council. Conditions may vary according to financial circumstances of the applicant. Such conditions may include specification of the time allowed for re-payment, re-payment in terms of teaching service rather than money, re-payment by salary or deductions or (if relevant) by the withholding of the Montessori allowance. Failure to comply with any of the agreed conditions will entail the immediate repayment of any outstanding balance of the loan.