



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The Anglican Schools Commission Incorporated T/A Anglican Schools  
Commission**  
(AG2019/496)

## **ANGLICAN SCHOOLS COMMISSION INCORPORATED WESTERN AUSTRALIAN AGREEMENT 2019**

Educational services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 2 MAY 2019

*Application for approval of the Anglican Schools Commission Incorporated Western  
Australian Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Anglican Schools Commission Incorporated Western Australian Agreement 2019 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by The Anglican Schools Commission Incorporated T/A Anglican Schools Commission. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Independent Education Union of Australia, WA Branch being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 9 May 2019. The nominal expiry date of the Agreement is 8 May 2022.



DEPUTY PRESIDENT

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THE  
ANGLICAN  
SCHOOLS  
COMMISSION  
INCORPORATED  
WESTERN  
AUSTRALIAN  
AGREEMENT  
2019

**1 TITLE**

This Agreement shall be known as the Anglican Schools Commission Incorporated Western Australian Agreement 2019 and shall replace the Anglican Schools Commission (Enterprise Bargaining) Agreement 2012.

**2 ARRANGEMENT**

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### **3 PARTIES TO THE AGREEMENT**

3.1 This Agreement is made between the Anglican Schools Commission (“the Employer”) and the Teachers employed by the Employer.

### **4 SCOPE OF AGREEMENT**

4.1 This Agreement shall apply to all Teachers employed by the Employer in Western Australia, within the scope of the Education Services (Teachers) Award 2010 (“the Award”).

4.2 This Agreement provides for all conditions contained in the Award, and operates to the complete exclusion of all Awards which would otherwise apply.

4.3 The National Employment Standards (“NES”) contained in Part 2-2 of the *Fair Work Act 2009* are the minimum entitlements to which a Teacher covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.

4.4 This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

4.5 The number of staff covered by this Agreement is 950.

### **5 DATE AND DURATION OF AGREEMENT**

5.1 This Agreement shall come into effect seven (7) days after being approved by the Fair Work Commission (“the date of registration”) and shall expire 3 years from the date of registration. The parties agree to meet in the first term after the expiry of the Agreement, or such other date as they agree, to review the Agreement.

## **6 EXPIRATION OF AGREEMENT**

- 6.1 On expiration of this Agreement and in the absence of the registration of a subsequent enterprise agreement, the provisions of this Agreement shall continue to apply until such time as a new agreement is registered and takes effect.

## **7 OBJECTIVES OF THE AGREEMENT**

- 7.1 The nature and purposes of this Agreement are to:
- 7.1.1 consolidate and develop further, initiatives arising out of the award restructuring process;
  - 7.1.2 accept a mutual responsibility to maintain a working environment which will ensure that the Schools and their Teachers become genuine participants and contributors to the aims, objectives and philosophy of the Schools and the Employer;
  - 7.1.3 recognise the professional and personal qualities of Teachers which enable them to create conditions which are conducive to learning and which foster the development of the individual student;
  - 7.1.4 safeguard and improve the quality of teaching and learning by emphasising the upgrading of professional skills and knowledge. The Schools and their Teachers acknowledge that this upgrading of skills and experience can best occur when both the Schools and Teachers share responsibility for professional development by undertaking both in-service and external courses and training partly during school time and partly during the Teacher's time;
  - 7.1.5 acknowledge that Anglican Schools Commission schools are established and operated to give access to affordable Christian education in the Anglican tradition to as wide a cross-section of the community as possible. In acknowledging this purpose, the Employer, its Schools and their staff undertake: to make provisions where practicable for children with special needs; to facilitate the constructive involvement of parents in the life of the Schools; to deliver appropriate educational programs; and to support the Christian ethos of the Schools;
  - 7.1.6 acknowledge that each School is managed locally within the Employer's policy framework and is expected to respond appropriately to the needs of its school community.

## **8 DEFINITIONS**

- 8.1 "Anglican Schools Commission school" shall mean Esperance Anglican Community School, Frederick Irwin Anglican School, Georgiana Molloy Anglican School, John Septimus Roe Anglican Community School, John Wollaston Anglican Community School, Peter Carnley Anglican Community School, Peter Moyes Anglican Community School, St George's Anglican

Grammar School, St James' Anglican School, St Mark's Anglican Community School, Swan Valley Anglican Community School and any additional school in Western Australia which is administered by the Employer.

- 8.2 "Continuous Service" shall include full-time, part-time and temporary service, paid leave and unpaid leave of less than two (2) consecutive weeks, within Anglican Schools Commission schools in Western Australia.
- 8.3 "Immediate family" of the Teacher shall mean:
- 8.3.1 the spouse or defacto spouse of a Teacher;
  - 8.3.2 the child, grandchild or step-child of a Teacher;
  - 8.3.3 the parent, step-parent, grandparent or parent-in-law of a Teacher;
  - 8.3.4 the brother or sister of a Teacher or the brother or sister of the Teacher's spouse or the brother or sister of the defacto spouse of a Teacher.
- 8.4 "Limited Authority to Teach" shall mean a Teacher given a Limited Authority to Teach by the Teachers Registration Board Western Australia.
- 8.5 "Partial Redundancy" shall mean a situation where there is a reduction in a Teacher's teaching load of:
- 8.5.1 0.2 FTE or greater for Teachers working 0.7 FTE or higher; or
  - 8.5.2 20 percent or greater for Teachers working less than 0.7 FTE.
- 8.6 "Part-Time Teacher" shall mean a Teacher employed regularly on the staff of an Anglican Schools Commission school and who works less than the normal hours that a Full-Time Teacher is required to work.
- 8.7 "Promotional Position" shall mean a position which involves:
- 8.7.1 the supervision of other members of staff; and/or
  - 8.7.2 administrative duties in excess of those usually required of a Teacher in an Independent School; and/or
  - 8.7.3 pastoral care duties or any other Promotional Position responsibilities in excess of those usually required of a Teacher in an Independent School.
- 8.8 "Relief Teacher" shall mean a Teacher employed on a daily or half daily basis for a period not exceeding nineteen consecutive days in the same school.
- 8.9 "Teacher" shall mean any person registered by the Teachers Registration Board of Western Australia ("TRBWA") or its successor, and employed on the teaching staff of an Anglican Schools Commission school but does not include the Deputy Principal or the Principal.
- 8.10 "Temporary Teacher" shall mean a Teacher engaged as full-time or part-time as a Replacement Teacher to:
- 8.10.1 Undertake a specified project for which funding has been made available;
  - 8.10.2 Undertake a specific task which has a limited period of operation; or
  - 8.10.3 Replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year. Provided that where the

replacement arrangement extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months;

provided that the period of engagement of a Temporary Teacher shall be not less than twenty consecutive working days and not more than a period of twelve months, except where the substantive Teacher on unpaid leave is granted an extension the Temporary Teacher's engagement may be extended for the period of this extension.

8.11 "Union" shall mean the Independent Union of Australia WA Branch.

## **9 CONTRACT OF SERVICE**

9.1 Letter of appointment:

9.1.1 A Teacher (other than a Relief 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, including the classification and rate of salary applicable on commencement, the Teacher's face-to-face teaching load and details of any extracurricular commitment.

9.1.2 In the case of a Part-Time Teacher, the letter of appointment will also include the Teacher's teaching load expressed as a percentage of a full-time load in the school and that their extra curricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a Full-Time Teacher.

9.1.3 The Employer and the Part-Time Teacher will agree in writing on a regular pattern of work, specifying:

- (a) the number of hours worked each day;
- (b) the days of the week the Part-Time Teacher will work;
- (c) the number of weeks of the school year the Part-Time Teacher will work; and
- (d) the starting and finishing times each day;

at the time of engagement or, if that is not possible, as soon as practicable after commencement of employment but no later than the start of the school year.

9.1.4 The terms of employment may be varied by consultation and agreement between the Employer and the Teacher. Any such variation will be recorded in writing.

9.1.5 Notwithstanding subclause 9.1.3, the Employer may vary a Part-Time Teacher's teaching load at the commencement of each year to meet timetabling requirements for that year. If the variation results in a Partial Redundancy situation then the Teacher, in addition to the job with the lesser hours, will be entitled to a Partial Redundancy payment as per clause 28. The Partial Redundancy payment will be calculated only on the reduction of the Teacher's FTE.



- 9.1.6 Nothing above prevents a Teacher seeking a temporary reduction of part-time hours at their request subject to the agreement of the Employer.
- 9.1.7 The spread of hours and the days of attendance for a Part-Time Teacher shall be relative to the FTE load.
- 9.1.8 In engaging a Part-Time Teacher, the Employer will recognise that Part-Time Teachers are entitled to supplement their income through other employment.
- 9.1.9 A copy of the letter of appointment 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.
- 9.1.10 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.
- 9.1.11 Subclause 9.1.1 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.
- 9.1.12 The letter of appointment for a Temporary Teacher, in addition to the requirements of paragraph 9.1.1, shall include the term of the appointment and the reason for the temporary appointment.

## 9.2 First Teaching Appointment

- 9.2.1 A Teacher appointed to his/her first teaching appointment in an Anglican Schools Commission school shall be regarded as being on probation for 12 months.
- 9.2.2 Contingent on the Teacher completing a satisfactory performance appraisal as per clause 2 (1) of Appendix 1 – Induction of this Agreement, which encompasses all aspects of teaching in an Anglican Schools Commission school, the Teacher will be granted permanent status.
- 9.2.3 If the performance appraisal is not satisfactory, the Teacher may:
  - (a) have his/her appointment on probation extended for a further 12 months and be subject to ongoing appraisal as per clause 2 (1) of Appendix 1 – Induction of this Agreement; or
  - (b) have his/her appointment terminated on seven (7) term weeks' notice to take effect from the close of business at the end of school term, or payment in lieu thereof;
- 9.2.4 If during the extended period of probation, the performance appraisal remains unsatisfactory the Teacher may be terminated in accordance with clause 9.2 of this Agreement.

## 9.3 Termination of service

- 9.3.1 Except in the case of Relief or Temporary Teachers, the termination of the service of a Teacher shall require a minimum of seven term 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 seven term weeks' pay or an amount equivalent to that period of notice not given or served.

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

9.3.3 The contract of service of a Temporary Teacher shall end at the end of the term of engagement or may be terminated earlier at any time by either party giving not less than seven (7) weeks' notice.,.

9.4 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.

9.5 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.

9.6 Upon termination a statement of service and a separate reference when requested by the Teacher shall be provided to the Teacher by the Employer.

9.7 Nothing within this clause detracts from the Employer's right to dismiss summarily without notice or payment in lieu of notice any Teacher on the grounds of serious misconduct, in which case salary shall be paid up to the time of dismissal only.

9.8 Teacher Assistance Counselling:

9.8.1 The Employer will meet the reasonable cost of providing its Teachers with the services of a professional Teacher assistance counselling service such as "Working Relationships", with the provider and extent of services to be determined by the Employer.

## **10 HOURS OF WORK**

10.1 Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a Teacher under this Agreement may be averaged over a 12 month period.

10.2 The maximum scheduled classroom teaching load for a Full-Time Teacher shall be 0.8 of the total number of scheduled teaching periods offered by the school per week/cycle. This teaching load shall not exceed 1280 minutes per week (exclusive of pastoral care time).

10.3 0.2 of scheduled classroom teaching time is allocated for "duties other than teaching time" (DOTT).

10.4 Individual schools will provide primary and secondary Teachers with equivalence where practicable of DOTT on average over the course of a teaching year.

10.5 A first year Teacher will be provided with the equivalent (averaged over a term) of one additional DOTT period per week. The mentor to the Teacher will also receive the equivalent of an additional DOTT period per week (averaged over a term).

- 10.6 It is a requirement that a Full-Time Teacher participates in 40 hours of co-curricular activities over the course of a school year. This requirement is pro rata for a Part-Time Teacher in the proportion that his/her hours of work bear to the hours of a Full-Time Teacher.
- 10.7 The ordinary hours for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend for periods of time when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance.
- 10.8 The Employer will provide written notice of the term weeks and days in non-term times on which the Teachers are required to attend, six months in advance of the requirement to attend.
- 10.9 The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of a Teacher's entitlements for the school year or a proportion of the school year. The Teacher's absence from school during non-term weeks is inclusive of the 4 weeks' annual leave as provided for by the NES.
- 10.10 The Employer agrees to consult with the Teachers and their representatives to develop a policy dealing with the management of:
- 10.10.1 the impact of electronic communication on Teachers; and
  - 10.10.2 Data Collection
- within the first 12 months of the execution of this Agreement.
- 10.11 Playground Supervision
- 10.11.1 Where a Teacher is required to undertake lunchtime supervision, such duty shall be so rostered as to allow a fair and reasonable meal break.
- 10.12 Workloads
- 10.12.1 The Employer will continue a broad process of consultation with Teacher representatives and the Union to review the policy on workloads, including class sizes. The outcomes from these negotiations will be included as part of the workloads policy. There will be no increases in workloads or class sizes over the period of the Agreement.
  - 10.12.2 The parties agree to review the 2016 Workloads Policy during the life of this Agreement.
  - 10.12.3 The policy will be informed by the general principles:
    - (a) curriculum and co-curricular demands on Teachers will be reasonable and all other duties will be allocated on a fair and equitable basis, and take into account their health and well-being.
    - (b) the overall health and viability of the ASC system should not be undermined by decisions relating to workloads and class sizes.

- 10.13 Heads of all major departments are to be available for School meetings for up to five working days per annum during School vacations, as determined by the Principal in consultation with the staff concerned.
- 10.14 Level 2 Heads of department are to be available for School meetings for up to three working days per annum during School vacations, as determined by the Principal in consultation with the staff concerned.

## 11 CONSULTATION

- 11.1 This term applies if the Employer:
- 11.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Teachers; or
  - 11.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Teachers.
- 11.2 For clarity, a change to the configuration of a school's timetable is not a major change.
- 11.3 Major change:
- 11.3.1 For a major change referred to in subclause 11.1.1:
    - (a) the Employer must notify the relevant Teachers of the decision to introduce the major change; and
    - (b) subclauses 11.3.2 to 11.3.9 apply.
  - 11.3.2 The relevant Teachers may appoint a representative for the purposes of the procedures in this term.
  - 11.3.3 Where the Employer intends to implement redundancies affecting five or more Teachers at a single Anglican Schools Commission school at any one time, the Employer will notify the Union of the decision.
  - 11.3.4 If:
    - (a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation; and
    - (b) the Teacher or Teachers advise the Employer of the identity of the representative;the Employer must recognise the representative for all purposes of this clause.
  - 11.3.5 As soon as practicable after making its decision, the Employer must:
    - (a) discuss with the relevant Teachers:
      - (i) the introduction of the change; and
      - (ii) the effect the change is likely to have on the Teachers; and

- (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Teachers; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant Teachers:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the Teachers; and
    - (iii) any other matters likely to affect the Teachers.
- 11.3.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Teachers.
- 11.3.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Teachers.
- 11.3.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 11.3.1, 11.3.2 and 11.3.5 are taken not to apply.
- 11.3.9 In this term, a major change is likely to have a significant effect on Teachers if it results in:
  - (a) the termination of the employment of Teachers; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Teachers; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Teachers; or
  - (f) the need to relocate Teachers to another workplace; or
  - (g) the restructuring of jobs.
- 11.4 Change to regular roster or ordinary hours of work:
  - 11.4.1 For a change referred to in subclause 11.1.2:
    - (a) the Employer must notify the relevant Teachers of the proposed change; and
    - (b) subclauses 11.4.2 to 11.4.6 apply.
  - 11.4.2 The relevant Teachers may appoint a representative for the purposes of the procedures in this term.
  - 11.4.3 If:
    - (a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation; and

- (b) the Teacher or Teachers advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 11.4.4 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant Teachers the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant Teachers:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Teachers; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Teachers; and
  - (c) invite the relevant Teachers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 11.4.5 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Teachers.
- 11.4.6 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Teachers.
- 11.4.7 In this term, “relevant Teachers” means the Teachers who may be affected by a change referred to in subclause 11.1.

## **12 PERSONAL/CARER’S LEAVE**

- 12.1 Personal/Carer’s Leave:
- 12.1.1 Personal/carer’s leave is as provided for in the NES, except where this Agreement provides ancillary or supplementary terms.
  - 12.1.2 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, or they are absent because they are providing care or support to a member of their immediate family or a member of his/her household due to an illness or unexpected emergency affecting that person, shall be entitled to payment during such absence in accordance with the following provisions.
  - 12.1.3 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.

- 12.1.4 A Teacher who claims an entitlement under this clause due to ill health or injury shall provide to the Employer evidence that would satisfy a reasonable person of the entitlement.
- 12.1.5 A Teacher shall, wherever practicable, give the Employer notice prior to the absence, of the intention to take leave due to an illness or unexpected emergency affecting a member of his/her immediate family or member of his/her household, the name of the person requiring care and his/her relationship to the Teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Teacher to give prior notice of absence, the Teacher shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.
- 12.1.6 If in the first of successive years of service with the Employer, a Teacher is absent on personal/carer's leave for a period longer than his/her entitlement to paid personal 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 personal leave during that year of service.
- 12.2 A Temporary Teacher shall retain the benefit of accumulated personal/carer's leave on appointment as a permanent Teacher provided that the service is continuous. For the purpose of this subclause school vacations shall not be deemed to break the continuity of service.
- 12.3 The unused portions of the entitlement to paid personal/carer's 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 on personal/carer's leave exceeds the period for which entitlement has accrued during that year at the time of the absence.
- 12.4 A Teacher on paid leave shall accrue an entitlement to payment under this clause.
- 12.5 Where a Teacher has no entitlement to paid personal/carer's leave a Teacher shall be entitled to two (2) unpaid days for the purposes of personal/carer's leave.
- 12.6 Accrued personal/carer's leave entitlements are portable between Anglican Schools Commission schools.
- 12.7 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* or to Teachers whose injury or illness is the result of the Teacher's own misconduct.
- 12.8 Such leave shall not prejudice a staff member's rights to Special Leave in accordance with the provisions of Clause 20 - Special Leave of this Agreement.
- 12.9 The provisions of clause 12 do not apply to Relief Teachers.
- 12.10 A Teacher may use accrued personal/carer's leave for Family and Domestic Violence Leave, pursuant to the conditions in Clause 18 – Family and Domestic Violence Leave.

### **13 LEAVE WITHOUT PAY**

- 13.1 While a Teacher has the right to apply for leave without pay, the granting of such leave is at the discretion of the Employer.
- 13.2 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.
- 13.3 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 excised in full.
- 13.4 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.
- 13.5 The maximum period for which leave is granted under this clause shall be one year.
- 13.6 The provisions of clause 13 do not apply to Relief Teachers.

### **14 HOLIDAY, VACATION AND ANNUAL LEAVE**

- 14.1 Holiday, vacation and annual leave is as provided for in the NES, except where this Agreement provides ancillary or supplementary terms.
- 14.2 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.
- 14.3 The holidays specified in subclause 14.2 shall be inclusive of the 4 weeks' annual leave as provided for by the NES.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 A Teacher on approved paid leave shall accrue an entitlement to payment under this clause.



- 14.8 Leave loading:
- 14.8.1 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.
  - 14.8.2 The loading shall be paid in the final pay in December of that year.
  - 14.8.3 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.
- 14.9 The provisions of clause 14 do not apply to Relief Teachers.

## **15 LONG SERVICE LEAVE**

- 15.1 As from 1 January 1998, a Teacher's entitlement to paid long service leave for each year of service within Anglican Schools Commission schools, will accrue at the rate of 1.43 weeks' per year of service.
- 15.2 Subject to subclause 15.5, a Teacher who has accrued an entitlement of leave corresponding to a complete term shall be entitled to take such leave.
- 15.3 For any service prior to the 1st January 1998, the provisions of long service leave shall be that which is prescribed under the terms of the Independent Schools' Teachers' Award (1976).
- 15.4 The process required for the taking of leave shall be as follows:
- 15.4.1 the Employer shall advise the Teacher of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
  - 15.4.2 the Teacher shall advise the Employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
  - 15.4.3 where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.
- 15.5 Where the Continuous Service of a Teacher during the period of accrual contains any period which is less than full time then that Teacher's entitlement shall be calculated as follows:
- 15.5.1 the number of weeks accrued shall be in accordance with subclause 15.1 above; and
  - 15.5.2 payment for the period accrued shall be the average that the Teacher's hours bears to that of a full time Teacher over the accrual period.
- 15.6 The Teacher continues to accrue long service leave entitlement for any period during which the Teacher is absent on full pay from his/her duties; long

service leave does not accrue for any period exceeding two weeks during which the Teacher is absent on unpaid leave.

- 15.7 For the purposes of calculating long service leave entitlement:
- 15.7.1 where the Employer terminates the Teacher's employment and re-employs the Teacher within two (2) school terms the Employer shall recognise all prior service with the school.
  - 15.7.2 where a Teacher resigns and is re-employed within two (2) school terms the recognition of any prior service with the school and the entitlement associated with that service shall be at the discretion of the Principal and confirmed in writing at the time of re-employment.
  - 15.7.3 such a break in service shall be deemed to be 'leave without pay' for the purposes of calculating that Teacher's entitlement.
- 15.8 Vacation leave observed by the school shall count for the purposes of calculating a Teacher's entitlement to long service leave.
- 15.9 Any public holiday which occurs during the period a Teacher is on long service leave shall not be treated as part of the long service leave and extra days in lieu thereof shall be granted.
- 15.10 Where a Teacher has become entitled to a period of long service leave in accordance with this clause, the Teacher shall commence such leave within two (2) years of the entitlement accruing, unless mutually agreeable arrangements have been made between the Teacher and the Principal by one of the following options:
- 15.10.1 as a term with the excess entitlement being retained as unused accrued long service leave; or
  - 15.10.2 as a semester, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or
  - 15.10.3 with the agreement of the Employer, as a term with the excess entitlement being paid in lieu; or
  - 15.10.4 with the agreement of the Employer, a lesser period may be taken than that prescribed in this subclause.
  - 15.10.5 where a period of leave of less than 2 weeks is being requested the requirements of subclause 15.10.4 do not apply.
- Note: For the purposes of this subclause a semester is defined as school terms 1 and 2 or 3 and 4.
- 15.11 Having made reasonable attempts to organise mutually agreeable arrangements without success, the Teacher may at the discretion of the Employer be instructed to take the leave during the following year. Such discretion will not be exercised harshly or unfairly.
- 15.12 Payment for long service leave shall be made in full before the Teacher goes on leave, or by agreement between the Teacher and the Employer at the same time as the Teacher's salary would have been paid if the Teacher had remained at work.
- 15.13 Where a Teacher has completed at least 5 continuous years of service and employment is terminated –
- 15.13.1 by the Teacher's death; or

15.13.2 in any circumstances, other than serious misconduct;  
the amount of leave shall be such as has accrued under the provisions of subclause 15.1.

15.14 In the case to which subclause 15.12 applies, and in any case in which the employment of the Teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the Employer shall:

15.14.1 upon termination of employment otherwise than by death, pay to the Teacher; or

15.14.2 upon termination of employment by death, pay to the authorised representative of the Teacher,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the Employer in respect of leave hereunder.

15.15 Accrued Long Service Leave entitlements are portable between Anglican Schools Commission schools.

15.16 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.

15.17 The period of reinstated leave will not change the return date or extend the current period of long service leave.

## **16 COMPASSIONATE LEAVE**

16.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

16.2 Entitlement to Compassionate Leave

16.2.1 Subject to subclause 16.5, on the death of, or diagnosis of a terminal illness of:

- (a) the spouse or defacto spouse of a Teacher;
- (b) the child, grandchild or step-child of a Teacher;
- (c) the parent, step-parent, grandparent or parent-in-law of a Teacher;
- (d) brother or sister of a Teacher or the brother or sister of the Teachers spouse or defacto spouse; or
- (e) any person who, immediately before that person's death, lived with the Teacher as a member of the Teacher's family;

the Teacher is entitled to paid compassionate leave of up to two days.

- 16.3 The two (2) days need not be consecutive.
- 16.4 Compassionate Leave is not to be taken during a period of any other leave.
- 16.5 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:
  - 16.5.1 the death that is the subject of the leave sought; and
  - 16.5.2 the relationship of the Teacher to the deceased person.

## **17 PARENTAL LEAVE**

- 17.1 Parental leave is as provided for in the NES, except where this Agreement provides ancillary or supplementary terms.
- 17.2 Eligibility for Parental Leave
  - 17.2.1 A Teacher shall become entitled to take up to 52 consecutive weeks of unpaid leave in respect of:
    - (a) the birth of a child to the Teacher or the Teacher's spouse; or
    - (b) the placement of a child with the Teacher with a view to the adoption of the child by the Teacher.
  - 17.2.2 An additional period of unpaid leave of up to 52 consecutive weeks can be taken on request (up to a total of 104 consecutive weeks of Parental Leave).
  - 17.2.3 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; and
    - (b) 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.
  - 17.2.4 A Teacher is not entitled to take parental leave at the same time as the Teacher's spouse but this subclause does not apply to one week's parental leave:
    - (a) taken by the male parent immediately after the birth of the child; or
    - (b) taken by the Teacher and the Teacher's spouse immediately after a child has been placed with them with a view to their adoption of the child.
  - 17.2.5 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.

17.3 Paid Parental Leave

17.3.1 From 1 January 2012, a Teacher with at least two (2) years Continuous Service in Anglican Schools Commission schools in WA,

(a) who gives birth to a child; or

(b) is the primary carer for an adopted child who is not the natural child or the step-child of the Teacher or the Teacher's partner, is under the age of five (5) and has not lived continuously with the Teacher for six (6) months or longer; and

who makes application to take parental leave, shall be entitled to 14 weeks' paid parental leave as follows.

17.3.2 Paid parental leave as provided in this Agreement will count as qualifying service for the purposes of calculating a Teacher's annual leave, sick leave and long service leave entitlement under this Agreement. The annual leave accrued during the period of paid parental leave will be paid as a lump sum at the conclusion of the period of paid parental leave.

17.3.3 The rate of salary to be applied shall be the Teachers' weekly rate at the time parental leave commenced.

17.4 Parental Leave to start 6 weeks before the birth

17.4.1 Subject to subclauses 17.7, 17.8 and 17.10, the period of parental leave for a female Teacher shall be for an unbroken period of up to 52 weeks 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.

17.5 Transfer to a Safe Job

17.5.1 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 17.9, 17.10, 17.11 and 17.12.

17.6 Variation of Period of Parental Leave

17.6.1 The period of parental leave may be lengthened by agreement between the Teacher and the Employer in accordance with the provisions of Clause 13 - Leave Without Pay of this Agreement.

17.6.2 The period of parental leave may be shortened by agreement between the Teacher and the Employer.

- 17.7 Cancellation of Parental Leave
- 17.7.1 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.
- 17.7.2 Subject to subclause 17.7.3, 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 spouse 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.
- 17.7.3 A Teacher's right to resume work within the period specified in subclause 17.7.2 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.
- 17.8 Special Parental Leave and Sick Leave
- 17.8.1 Where the pregnancy of a Teacher or a Teacher's spouse not then on parental leave terminates after twenty-eight weeks other than by the birth of a living child then:
- (a) 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
- (b) 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.
- 17.8.2 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.
- 17.8.3 For the purposes of subclauses 17.10, 17.11 and 17.12, parental leave shall include special parental leave.
- 17.8.4 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 17.5, to the position the Teacher held immediately before such transfer.
- 17.8.5 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.

17.9 Parental Leave and Other Leave Entitlements

17.9.1 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.

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

17.10 Effect of Parental Leave on Employment

17.10.1 Notwithstanding any 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. Except that a Teacher will accrue annual leave, sick leave and long service leave entitlement during the period of paid parental leave as provided in subclause 17.3.3.

17.11 Termination of Employment

17.11.1 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.

17.11.2 The Employer shall not terminate the employment of a Teacher on the grounds 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.

17.12 Return to Work

17.12.1 A Teacher shall confirm their intention to return to work in writing to the Employer not less than seven (7) term weeks prior to the expiration of parental leave. Provided that if a Teacher returning to work requests to return in a capacity other than that which he/she held prior to going on parental leave, then this request must be made subject to clause 18 and received in writing at least one full term before the expected date of return.

17.12.2 Provided the requirements of subclause 17.12.1 above have been met, a Teacher shall be entitled to a position commensurate with the Teacher's qualifications, experience, status and previous classification.

17.12.3 By agreement between the Teacher and the Principal a Teacher may work part-time in one or more periods any time after the completion of the period of paid Parental Leave until the commencement of the year following the child's fifth birthday, provided that the Employer may refuse the request for part time work on reasonable grounds. The Employer will provide a written response to any request for part time work and in the case of a refusal will provide reasons for the refusal.

17.12.4 Before commencing a period of part-time employment under this subclause, the Employer and the Teacher shall agree in writing:

- (a) that the Teacher may work part-time;
  - (b) the hours to be worked by the Teacher, the days upon which they will be worked and the commencing and finishing times for the work; and
  - (c) the period of part-time employment.
- 17.12.5 Where a Teacher seeks to return to work part time after a period of parental leave, their employment status shall remain ongoing and their written contract will reflect this. A Teacher shall remain entitled to return to their substantive ongoing teaching position until the commencement of the year following the child's fifth birthday.
- 17.12.6 The decision to offer part-time work is at the sole discretion of the Employer and is subject to the availability of a part-time position within the school. The provision of part-time work will be on an interim basis and will cease no later than the end of the school year in which the child turns five.
- 17.13 Replacement Teachers
- 17.13.1 A replacement Teacher is a Teacher specifically engaged as a result of a Teacher proceeding on parental leave.
- 17.13.2 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.
- 17.13.3 Before an Employer engages a person to replace a 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.
- 17.13.4 Nothing in this subclause shall be construed as requiring the Employer to engage a replacement Teacher.
- 17.13.5 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.
- 17.14 The provisions of clause 17 do not apply to Relief Teachers.

## **18 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

- 18.1 Teacher may request change in working arrangements
- 18.1.1 This clause applies where a Teacher has made a request for a change in working arrangements under s.65 of the Act.
- Note 1: Section 65 of the Act provides for certain Teachers to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).
- Note 2: The Employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).



Note 3: This clause is an addition to s.65.

18.2 Responding to the request

18.2.1 Before responding to a request made under s.65, the Employer must discuss the request with the Teacher and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Teacher's circumstances having regard to:

- (a) the needs of the Teacher arising from their circumstances;
- (b) the consequences for the Teacher if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The Employer must give the Teacher a written response to the Teacher's s.65 request within 21 days, stating whether the Employer grants or refuses the request (s.65(4)).

Note 2: If the Employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

18.3 What the written response must include if the Employer refuses the request

18.3.1 Clause 18.3 applies if the Employer refuses the request and has not reached an agreement with the Teacher under clause 18.2.

18.3.2 The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

18.3.3 If the Employer and Teacher could not agree on a change in working arrangements under clause 18.2, the written response under s.65(4) must:

- (a) state whether or not there are any changes in working arrangements that the Employer can offer the Teacher so as to better accommodate the Teacher's circumstances; and
- (b) if the Employer can offer the Teacher such changes in working arrangements, set out those changes in working arrangements.

18.4 What the written response must include if a different change in working arrangements is agreed

18.4.1 If the Employer and the Teacher reached an agreement under clause 18.2 on a change in working arrangements that differs from that initially requested by the Teacher, the Employer must provide the Teacher with a written response to their request setting out the agreed change(s) in working arrangements.

18.5 Disputes about whether the Employer has discussed the request with the Teacher and responded to the request in the way required this clause, can be dealt with under clause 31 – Dispute Resolution Procedure.

## 19 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

19.1 The Employer is opposed to family violence and recognises the significant impact it can have on victims and their families. The Employer recognises that support and assistance can be valuable for any Teacher who is a victim of family violence. Any Teacher who is a victim of family violence is encouraged to discuss the matter with their Principal, particularly regarding how the Employer and the Anglican Schools Commission school may provide assistance under this clause. This clause applies to all Teachers, including Relief Teachers.

19.2 In this clause:

“family and domestic violence” means violent, threatening or other abusive behaviour by a family member of a Teacher that seeks to coerce or control the Teacher or that causes them harm or to be fearful.

“family member” means:

a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Teacher; or

a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Teacher; or

a person related to the Teacher according to Aboriginal or Torres Strait Islander kinship rules.

19.3 A reference to a spouse or de facto partner in the definition of family member in subclause 19.2 includes a former spouse or de facto partner.

19.4 Entitlement to unpaid leave

19.4.1 A Teacher is entitled to 5 days' unpaid leave to deal with family and domestic violence as follows:

- (a) the leave is available in full at the start of each 12 month period of the Teacher's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to Part-Time Teachers and Relief Teachers.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the Teacher and the Employer.

2. The Employer and Teacher may agree that the Teacher may take more than 5 days' unpaid leave to deal with family and domestic violence.

19.5 Entitlement to paid leave

19.5.1 The Employer will, where reasonable cause exists, grant to a Teacher access to their accrued personal/carer's leave, or special leave, for any period (including single day absences) and upon the conditions in this clause and as are mutually agreed with the Teacher to deal with family or domestic violence.

19.6 Taking paid or unpaid leave

19.6.1 A Teacher may take paid or unpaid leave to deal with family and domestic violence if the Teacher:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Teacher to do that thing outside their ordinary hours of work.

Note: The reasons for which a Teacher may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

19.7 Service and continuity

19.7.1 If a period of unpaid leave, in excess of five (5) consecutive working days, is taken it will not be taken into account in calculating a period of service of any purposes under this Agreement or the calculation of long service leave. However, absences on unpaid leave will not break continuity of service.

19.8 Notice and evidence requirements

19.8.1 A Teacher must give their Employer notice of the taking of leave by the Teacher this clause. The notice:

- (a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (b) must advise the Employer of the period, or expected period, of the leave.

19.8.2 The Employer may require evidence to support a request for such leave. The evidence required will be that which would satisfy a reasonable person that the leave is necessary. The Principal's discretion is not to be unreasonably exercised.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

19.9 Confidentiality

19.9.1 Employers must take steps to ensure information concerning any notice a Teacher has given, or evidence a Teacher has provided under this clause is treated confidentially, as far as it is reasonably practicable to do so.

19.9.2 Nothing in this clause prevents the Employer from disclosing information provided by a Teacher if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Teacher or another person.

Note: Information concerning a Teacher's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Teacher. Employers should consult with such Teachers regarding the handling of this information.

19.10 Compliance

19.10.1 A Teacher is not entitled to take leave under this clause unless the Teacher complies with the requirements set out above.

**20 SPECIAL LEAVE**

20.1 The Employer will upon sufficient cause being shown, grant a Teacher special leave on full pay not exceeding three (3) working days in any one (1) calendar year, subject to the following provisions.

20.2 Special leave can only be taken for matters:

20.2.1 of a personal and pressing nature; and

20.2.2 which arise with little or no notice; and

20.2.3 which require immediate attention; and

20.2.4 that cannot reasonably be conducted outside normal business hours.

20.3 A Teacher can take more than one (1) day at any one time of special leave, subject to the discretion of the Employer and taking the circumstances of the Teacher into consideration.

20.4 Notification of a request for special leave is to be made as soon as is practicable.

20.5 A Teacher may be required by the Employer to provide an explanation of the reasons for taking special leave.

20.6 Failure to notify the Employer as soon as is practicable will result in this leave being treated as absent without leave.

20.7 Special leave entitlements do not accrue from year to year

20.8 The Principal's discretion is not to be harshly or unfairly exercised.

20.9 The provisions of clause 20 do not apply to Relief Teachers.

**21 SALARY RATES**

21.1 The Employer is committed to maintaining salary parity in general terms with the Department of Education of Western Australia. By this Agreement it further agrees to maintain salaries at a margin of 2.5% above the comparable Department of Education of Western Australia rates.

21.2 Any increases in salaries will be effective from the same date as the rate increase from the Department of Education of Western Australia.

21.3 In the event that the Employer believes it is unable to meet its obligations under this clause, it shall notify the Teachers and the Union and the parties will reconvene the bargaining unit for the purpose of reviewing salaries and allowances.

21.4 On and from the date of Agreement the minimum annual rate of salary payable to Teachers engaged in the classifications prescribed in this clause shall be:

<b>Step</b>	<b>From 1 Dec 2018</b>	<b>Leave Loading</b>	<b>Total Salary inclusive of Leave Loading</b>
	\$	\$	\$
<b>1</b>	73,113	981	74,094
<b>2</b>	77,642	1,042	78,684
<b>3</b>	84,781	1,138	85,919
<b>4</b>	88,025	1,181	89,206
<b>5</b>	91,395	1,227	92,622
<b>6</b>	94,901	1,274	96,175
<b>7</b>	98,538	1,322	99,860
<b>8</b>	102,322	1,373	103,695
<b>9</b>	106,254	1,426	107,680
<b>10</b>	110,339	1,481	111,820

- 21.5 Leave loading shall be paid in the final pay in December of that year.
- 21.6 On appointment, a Teacher shall be placed at the appropriate salary level according to qualifications as recognised by the TRBWA and teaching experience whether in Australia or overseas. Recognition of qualifications and experience other than that outlined in this clause shall be determined by agreement between the Employer and the Teacher.
- 21.7 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 27 - 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.
- 21.8 A copy of any agreement reached in accordance with subclause 21.7 shall be attached to the salary record of the Teacher concerned.
- 21.9 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 or by 12 if monthly.
- 21.10 In determining the appropriate minimum salary level, on appointment the following will apply:
- 21.10.1 A two-year or three-year trained Teacher holding a Teacher's Certificate or a Teacher holding a University Degree (other than Bachelor of Education) but not a Teacher's Certificate shall be placed at Step 1 of the schedule in this subclause in their first year and proceed to Step 2 on completion of one year of service:

Step	From 1 Dec 2018	Leave Loading	Total Salary inclusive of Leave Loading
	\$	\$	\$
1	66,539	892	67,431
2	69,090	927	70,017

21.11 When a Teacher has completed two (2) years service he or she will convert to the Teachers salary scale of subclause 21.10.1. They will commence at Step 1, and proceed by annual increments to and including Step 10.

21.12 A Teacher holding a:

21.12.1 University Degree and Diploma of Education; or

21.12.2 University Degree and Teacher's Certificate; or

21.12.3 Bachelor of Education Degree;

shall be deemed to hold a four (4) year teaching qualification and shall commence at Step 1 and proceed by annual increments to and including Step 10.

21.13 Teachers with a Limited Authority to Teach shall be placed at Step 1 of the schedule in this subclause in their first year and proceed by annual increments to Step 8:

Step	From 1 Dec 2018	Leave Loading	Total Salary inclusive of Leave Loading
1	55,697	747	56,444
2	58,958	791	59,749
3	63,094	847	63,941
4	66,538	893	67,431
5	69,089	927	70,016
6	73,112	981	74,093
7	77,642	1,042	78,684
8	84,781	1,138	85,919

21.14 The term Degree or Diploma will be deemed to include equivalent qualifications. In the event of a dispute the matter may be referred to the Teachers Registration Board of Western Australia.

21.15 The qualifications referred to in subclause 21.14 shall be determined by agreement through the Teachers Registration Board.

21.16 A Teacher who obtains a second, or higher degree shall be credited with one extra year's experience for salary purposes. For the purpose of this

subclause, a second or higher degree shall mean to include a graduate diploma or a degree at honours level.

- 21.17 Teachers holding the qualifications as outlined in subclause 21.12 plus a second or higher degree shall be credited with an additional step for salary purposes. For the purposes of this subclause, a second or higher degree shall include a graduate diploma or a degree at honours level but shall not include such qualification necessary for registration as a Teacher with the Teachers Registration Board of WA.
- 21.18 The Employer adopted the Graduate Allowance from 1 January 2009, modelled on the Department of Education of Western Australia Graduate Allowance, which at 1 January 2009 was \$1,600 per annum.
- 21.19 Part-Time Teachers and Part-time Temporary Teachers shall be paid in accordance with this Agreement for duties performed in proportion to the time those duties bear to an ordinary full-time teaching week.
- 21.20 Schools may vary the hours of employment of Part-time Teachers or the subjects to be taught on an annual basis, with notice of such variations to be given as per this Agreement.
- 21.21 The number of periods taught by a Part-Time Teacher, expressed as a percentage of the normal full-time teaching load, will be used to calculate salary provided that the Part-Time Teacher receives no more than a comparable proportion of entitlements and duties.
- 21.22 In engaging a Part-Time Teacher, the Schools acknowledge that such Teachers may wish to seek other employment and agree to negotiate a reasonable spread of hours of duty which, as far as practicable, suit the circumstances of the Teacher and the timetabling constraints of the School
- 21.23 Part-time Teachers will progress through the salary steps in Annual increments.
- 21.24 A Relief Teacher employed for five (5) or more consecutive working days shall be paid for the period at the rate of salary appropriate to their qualifications and experience on a weekly basis of the annual salary divided by forty (40) or a daily basis of the annual salary divided by two hundred (200).
- 21.25 A Relief Teacher employed for less than five (5) consecutive working days shall be paid at the lower of:
- 21.25.1 the rate of salary appropriate to their qualifications and experience on a daily basis of the annual salary divided by two hundred (200);  
or
- 21.25.2 the rate of salary according to the following formula:
- (a) Full day = Step 5 Annual Salary / 200
- (b) Half day = Step 5 Annual Salary / 400
- Note: A half day is determined as half the number of periods in a particular school day, worked consecutively.
- 21.26 The above rate in clause 21.25.2 is inclusive of a 25 percent loading to compensate the Relief Teacher in lieu of not receiving the leave provided for in clauses 12, 13, 14, 17 and 20.
- 21.26.1

## 21.27 Promotional Allowances

21.27.1 A Teacher appointed to a Promotional Position in a primary or secondary school shall be placed within one of the following promotion levels in accordance with the duties as prescribed.

### Promotional Level 1

The management of a major department, for example, secondary English, or an equivalent responsibility, for example, in the pastoral care of students or coordination of staff or curriculum.

### Promotional Levels 2, 3 and 4

The levels assigned will recognise the gradation of responsibilities which apply within a school among various Promotional Positions.

For example, for promotional Level 2: the management of a small department or an equivalent level of responsibility.

For example, for promotional Level 3: second in charge of a major department, or an equivalent level of responsibility.

For example, for promotional Level 4: co-ordinator of a subject, i.e., subject Teachers with minimal supervision of other staff, or an equivalent level of responsibility.

21.27.2 All allowances relating to Promotional Positions are minimum amounts.

21.27.3 The scale of promotional allowances paid shall be based on the promotional level as determined in subclause 21.27.1 of this subclause and the category as defined in subclause 21.27.2 of this subclause.

In determining the category applicable to the School reference shall only be made to the number of students for which the Teacher has responsibility.

21.27.4 The category shall be determined as follows:

(i)	Category A:	Sub-School (eg Primary / Junior / Middle / Senior) or Section of the School (eg Secondary / Primary), depending on the structure adopted by the School, above 600 full-time equivalent students.
(ii)	Category B:	Sub-School School (eg Primary / Junior / Middle / Senior) or Section of the School (eg Secondary / Primary), depending on the structure adopted by the School, between 300 and 600 full-time equivalent students.
(iii)	Category C:	Sub-School School (eg Primary / Junior / Middle / Senior) or Section of the School (eg Secondary / Primary), depending on the structure adopted by the School, below 300 full-time equivalent students.

21.27.5 The allowance payable for a Promotional Position shall be as set out in subclause 21.27.6.



21.27.6 Effective from the date of the Agreement, the rates for Promotional Positions shall be:

- (a) in a Category A Sub-School or Section of the School a person exercising equivalent responsibility (Level 1) shall receive a minimum salary as follows:

	<b>From 1 Dec 2017</b>	<b>From 1 Dec 2018</b>
Year 1	\$116,952	\$117,962
Year 2	\$121,634	\$122,644
Year 3	\$124,901	\$125,911
Year 4	\$128,261	\$129,271

- (b) Teachers in other Promotional Positions shall receive a minimum allowance as follows:

**From 1 December 2018**

<b>Level</b>	<b>Category A</b>	<b>Category B</b>	<b>Category C</b>
1	As Above	\$14,409	\$10,942
2	\$11,160	\$9,426	\$7,587
3	\$8,018	\$6,718	\$5,420
4	\$4,770	\$4,010	\$3,253

21.27.7 While maintaining in general the promotion structure described in this Agreement, the Schools shall have the discretion to adapt this structure to meet their educational needs. The normal process of appointment to Promotional Positions will be followed.

21.28 In the event of any safety net adjustment being applied to the Award, such adjustment shall be absorbed into the salary rates prescribed by this Agreement.

21.29 Deduction from Salary

21.29.1 On the completion of the appropriate authority, the School shall deduct from the Teacher's periodic salary payment the Teacher's nominated health benefit fund subscription, and shall pay the monies deducted to the fund.

21.29.2 This authority shall remain in force until revoked in writing by the Teacher.

21.30 Nothing in this clause shall increase workloads or decrease entitlements that existed prior to this Agreement.

## **22 RIGHT OF ENTRY AND UNION DELEGATES**

- 22.1 The Employer recognises that, in accordance with the *Fair Work Act 2009*, 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.
- 22.2 The authorised representative must provide the Principal of the Anglican Schools Commission school with prior notification of entry.
- 22.3 The meeting must not disrupt the Teacher's performance of his/her duties.
- 22.4 Where such a meeting is of an urgent nature and upon a request being made to the Principal of the school, the Principal may approve paid time off to meet with the authorised Union representative. Such approval will not be unreasonably withheld.
- 22.5 The Employer recognises that Teachers may act as Union delegates. These Teachers will be permitted reasonable use of school facilities such as phone, email and meeting rooms.

## **23 PROTECTIVE CLOTHING**

- 23.1 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.
- 23.2 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.

## **24 TRAVELLING ALLOWANCES**

- 24.1 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 24.2 hereof.
- 24.2 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.

## **25 SALARY RECORDS**

- 25.1 The Employer shall keep or cause to be kept, records containing the following particulars:
- 25.1.1 Full name and residential address of each Teacher.
- 25.1.2 The full time or part time percentage, and the number of weeks worked per year, exclusive of Holiday and Vacation leave.

- 25.1.3 The salary paid each pay period, and their deductions.
- 25.1.4 The Employer shall provide a salary advice slip showing gross salary and any deductions made for such pay period.
- 25.2 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.
- 25.3 Salaries paid monthly shall be paid to the Teacher on the 15th of each month or on the business day preceding if the 15th is a weekend or public holiday.

## **26 INSPECTION OF RECORDS**

- 26.1 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 *Fair Work Act 2009*, *Long Service Leave Act 1958*, the *Occupational Safety and Health Act 1984* or any award, order, industrial agreement or Employer/Teacher agreement that applies to any such Teacher.
- 26.2 For the purpose of investigating any such suspected breach, the authorised representative may:
  - 26.2.1 subject to the provisions of the relevant Act, Award, Order, Industrial Agreement or Employer-Teacher 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;
  - 26.2.2 make copies of the entries in the employment records or documents related to the suspected breach; and
  - 26.2.3 during working hours, inspect or view any work, material, machinery, or appliance, that is relevant to the suspected breach.
- 26.3 The authorised representative will provide written notice of at least:
  - 26.3.1 24 hours if the records and documents are kept on the Employer's premises; or
  - 26.3.2 48 hours if the records are kept elsewhere.

## **27 SUPERANNUATION**

- 27.1 The Employer currently makes, and will continue to make, an Employer superannuation contribution, currently equivalent to 9.5% of ordinary time earning, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Teacher, excluding a fund where the Employer is required to become a participating Employer.
- 27.2 Should the Teacher not nominate a complying superannuation fund for this purpose, the contribution will be made to a default superannuation fund that offers a MySuper product as required by section 194(h) of the *Fair Work Act 2009*.

- 27.3 Employer contributions shall be paid at least monthly for each week of service that the eligible Teacher completes with the Employer.

## 28 REDUNDANCY

- 28.1 It is agreed that redundancy is a termination of services because a position in the educational management of the school is no longer required and that subject to an appraisal process agreed to between the school and the Teacher, it is clear that the Teacher does not have the training or experience to meet the requirements of any new position or existing position in the Anglican Schools Commission school.
- 28.2 Should the Employer determine that a position is to be declared redundant, it will:
- 28.2.1 Assess the needs and skills of the individual Teacher affected to ascertain whether any existing alternative appointment is possible.
  - 28.2.2 Assess whether long service requirements or other staffing issues may create an alternative appointment.
  - 28.2.3 Give notice of not less than seven term weeks to coincide with the end of a school term to the Teacher affected.
  - 28.2.4 Investigate whether a placement for the Teacher affected can be found in another Anglican Schools Commission school.
  - 28.2.5 Permit paid leave to the individual to attend job interviews within the seven term week notice period.
  - 28.2.6 Permit the Teacher to leave immediately in order to accept a firm offer of appointment at another school if that offer is made within the seven (7) term weeks notice period. The Teacher is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.
  - 28.2.7 Terminate the position wherever possible by not later than December 31st of the year in which the redundancy is declared.
- 28.3 Partial Redundancy:
- 28.3.1 Where a Teacher is transferred to a reduced workload by reason of Partial Redundancy, the Teacher must be given seven (7) term weeks' notice and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former rate of salary and the new rate of salary for the number of weeks of notice still owing.
  - 28.3.2 Where Partial Redundancy is accepted by a Teacher, a pro-rata compensatory redundancy payment in accordance with subclauses 9.1.5 and 28.4 will be provided to the Teacher at the date when the partial redundancy takes effect.
- 28.4 The following severance pay scale will apply to redundancy:

Not more than 1 year	Nil
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More than 1 year but less than 2 years	4 weeks' pay
More than 2 years but less than 3 years	6 weeks' pay
More than 3 years but less than 4 years	7 weeks' pay
More than 4 years	2 weeks' pay per year of service to a maximum of 16 weeks

## 29 SALARY PACKAGING

### 29.1 Salary Packaging

29.1.1 The Employer will allow salary packaging by teaching staff on condition that participating Teachers:

- (a) meet the full cost of the services of an Employer-approved remuneration consultant;
- (b) obtain independent financial advice on the implications of salary packaging for the Teacher;
- (c) agree that the Employer is not liable for the effect of any change to taxation law or rulings concerning salary packaging;
- (d) will reimburse the School for any Fringe Benefits Tax paid by the School on the Teacher's behalf under the terms of this clause.

### 29.2 For the purposes of this clause:

29.2.1 "Benefits" means the benefits nominated and received by the Teacher.

29.2.2 "Benefit Value" means the amount specified by the School as the cost to the School of the benefit provided including Fringe Benefit Tax, if any. The School must advise the Teacher in writing of the Benefit Value.

29.2.3 "Fringe Benefit Tax" means tax imposed by the *Fringe Benefits Tax Act 1986* as amended.

29.2.4 The School may offer to provide and the Teacher may agree in writing to accept a salary equal to the difference between the Benefit Value and the salary which would have applied to the Teacher under subclause 29.3.1, had salary packaging not been accepted.

### 29.3 Conditions of Employment

29.3.1 Except as provided by this clause, Teachers must be employed at a salary based on a rate of pay, and on terms and conditions, not less than those prescribed by the Agreement.

29.3.2 For all purposes of the Agreement, salary shall be deemed to include the value of any benefits provided under this clause.

- 29.4 During the currency of an Agreement under this clause:
- 29.4.1 Any Teacher who takes paid leave on full pay shall receive the Benefits and salary referred to in subclauses 29.2.1 and 29.2.4.
- 29.4.2 If a Teacher takes leave without pay the Teacher will not be entitled to any benefits during the period of leave.
- 29.4.3 If a Teacher takes paid leave on less than full pay he or she shall receive:
- (a) the Benefits; and
  - (b) any balance of salary as agreed between the School and the Teacher.

### **30 PROFESSIONAL RESPONSIBILITIES**

- 30.1 The parties recognise that there is a wide range of duties and responsibilities included in the profession of teaching.
- 30.2 The parties acknowledge that much of the ethos and culture of the Schools derive from activities involving staff and students outside regular class-based instruction.
- 30.3 Duty of care responsibilities must be considered in the planning of activities conducted by the School.
- 30.4 The Employer recognises the need for collaborative planning with Teachers and the need to acknowledge the efforts of those Teachers who contribute significantly to the life and values of the Schools.
- 30.5 The competence, skills and qualifications of Teachers will be considered in the planning and allocation of activities conducted by the Schools, having regard for Teachers' professional development and personal responsibilities.
- 30.6 All Teachers will undertake two half days of professional development per annum in support of the Christian ethos of the School. That professional development will include instruction based on "The Christian Purposes of Anglican Schools" and related materials.
- 30.7 Such professional development will form part of the School's professional development programme. Some aspects of the course may be presented in Teachers' after-school time.

### **31 DISPUTE RESOLUTION PROCEDURE**

- 31.1 If a dispute relates to:
- 31.1.1 a matter arising under this Agreement; or
  - 31.1.2 the National Employment Standards; or
  - 31.1.3 any employment related matter;
- clause 31 sets out procedures to settle the dispute.
- 31.2 A Teacher who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

- 31.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Teacher or Teachers and relevant supervisors and/or management of the Employer.
- 31.4 If discussions at the workplace level do not resolve the dispute, a party to this Agreement or the dispute may refer the matter to Fair Work Commission for conciliation and/or arbitration.
- 31.5 The Fair Work Commission may deal with the dispute in 2 stages:
- 31.5.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 31.5.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
- (a) arbitrate the dispute; and
- (b) make a determination that is binding on the parties.
- Note: 1. If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
2. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 31.6 While the parties are trying to resolve the dispute using the procedures in this term:
- 31.6.1 a Teacher must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- 31.6.2 a Teacher must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
- (a) the work is not safe; or
- (b) applicable occupational health and safety legislation would not permit the work to be performed; or
- (c) the work is not appropriate for the Teacher to perform; or
- (d) there are other reasonable grounds for the Teacher to refuse to comply with the direction.
- 31.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## **32 AGREEMENT FLEXIBILITY**

- 32.1 The Employer and Teacher covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 32.1.1 the Agreement deals with one or more of the following matters:
- (a) arrangements about when work is performed;

- (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances;
  - (e) leave loading; and
- 32.1.2 the arrangement meets the genuine needs of the Employer and Teacher in relation to one or more of the matters mentioned in subclause 30(a); and
- 32.1.3 the arrangement is genuinely agreed to by the Employer or Teacher.
- 32.2 The Employer must ensure that the terms of the individual flexibility arrangement:
  - 32.2.1 are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - 32.2.2 are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - 32.2.3 result in the Teacher being better off overall than the Teacher would be if no arrangement was made.
- 32.3 The Employer must ensure that the individual flexibility arrangement:
  - 32.3.1 is in writing; and
  - 32.3.2 includes the name of the Employer and Teacher; and
  - 32.3.3 includes details of:
    - (a) the terms of the agreement that will be varied by the arrangement; and
    - (b) how the arrangement will vary the effect of the terms; and
    - (c) how the Teacher will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - (d) states the day on which the arrangement commences.
- 32.4 The Employer must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 32.5 The Employer or Teacher may terminate the individual flexibility arrangement:
  - 32.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 32.5.2 if the Employer and Teacher agree in writing – at any time.

### **33 NO FURTHER CLAIMS**

- 33.1 It is a condition of this Agreement that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Case Principles or within the review period specified in Clause 5 - Date and Duration of Agreement of this Agreement.



**34 NO PRECEDENT**

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

Signed

*Peter Lawrence*

The Reverend Peter Lawrence  
The Anglican Schools Commission Inc.  
5 Wollaston Road  
Mt Claremont WA 6010

Witnessed by:

*Irene Clarke*

Witness name:

IRENE CLARKE

Witness address:

21 CONEFLOWER CORNER  
CHURCHLANDS  
WA 6018

Signed

*Angela Rae Briant*

Ms Angela Rae Briant  
The General Secretary  
Independent Education Union of  
Australia WA Branch  
Suite 20, 63 Knutsford Avenue  
Rivervale WA 6103

Witnessed by:

*Joe Daniel Fiala*

Witness name:

JOE DANIEL FIALA

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6103.

## **APPENDIX 1**

### **TEACHER APPRAISAL**

- 1 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
- 2 The structure of the appraisal process will be determined by its purpose, that is whether it is formative or summative.
- 3 The following are the minimum requirements of any Teacher appraisal process.
  - 3.1 Formative Appraisal
    - 3.1.1 Formative Appraisal has as its purpose the enhancement of Teacher skills:
      - (a) 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,
      - (b) the appraisal shall be based on criteria which are agreed to by the Teacher involved,
      - (c) 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.
  - 3.2 Summative Appraisal
    - 3.2.1 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:
      - (a) 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,
      - (b) 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,
      - (c) 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,
      - (d) 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,
      - (e) the Teacher shall be given every opportunity to review any documentation which relates to the appraisal or to clarify any aspect of the report,

- (f) 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
  - (g) 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.
- 4 Participation in any appraisal process and any subsequent implementation procedure should not be an unreasonable addition to a Teacher's existing work load.
- 5 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 Teacher's representative, an alternative process may be used.

#### **HEAD OF DEPARTMENT APPRAISAL**

- 1 The Head of a major department or a person exercising an equivalent responsibility, as determined by the Principal, shall undergo regular performance appraisal.
- 2 The appraisal process will be determined by the Principal according to the needs of the individual school, having regard to the principles outlined in clause 3 of Appendix 1.
- 3 Appraisal is to be based on a formal position specification authorised by the Principal.

#### **INDUCTION**

- 1 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.
- 2 The induction process shall be under the terms and conditions already established to assist the Teacher's professional development.
- 3 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.
- 4 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.
- 5 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.