

**Tiwi College Enterprise Bargaining Agreement 2016-2019** 

# **TIWI COLLEGE COLLECTIVE ENTERPRISE AGREEMENT 2016-2019**

Subject Matter

Clause No.

# PART 1 - APPLICATION AND OPERATION OF AGREEMENT

Parties to the Agreement
Application to the Agreement
Relationship to the National Employment Standards1.4
No Disadvantage
Posting of the Agreement
Single Bargaining Unit
No Extra Claims
Definitions

# PART 2 - PRINCIPLES AND OBJECTIVES OF THE AGREEMENT

College Vision Statement	2.1
Recognised Principles of Agreement	2.2
Anti-Discrimination	.2.3

# PART 3 - CONSULTATION AND DISPUTE PROCEDURES

Flexible Working Arrangement	3.1
Consultation	
Consultative Arrangements	3.3
Dispute Resolution Process	
Unsatisfactory Work Performance	
Termination of Employment	3.6
Job Search Entitlement	
Redundancy	
Recognition of Union Involvement	
Renegotiation of Collective Enterprise Agreement	
Termination of Employment Job Search Entitlement Redundancy Recognition of Union Involvement	3.6 3.7 3.8 3.9

# PART 4 - GENERAL CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES

Appointment	4.1
Types of Employment	
Wages and Salaries	
Hourly Rates	
Superannuation	4.5
Superannuation Funds	4.6
Salary Sacrificing	4.7
Tiwi College Remote Area Provisions	4.8
Professional Learning	4.9
Deferred Salary Scheme	4.10
Uniform Allowance	4.11
Curricular and Co-Curricular Activities	4.12

# PART 5 - LEAVE AND STAND DOWN PROVISIONS FOR ALL EMPLOYEES

Long Service Leave	5.1
Public Holidays	
Annual Leave	5.3
Parental Leave	5.4
Personal/Carer's Leave	5.5
Compassionate Leave	5.6
Extra Compassionate Leave	5.7
Emergency Leave	5.8
Community Services Leave - Jury Duty and Voluntary Emergency Management Leave	5.9
Leave Without Pay (LWOP)	
ADF Reserve Leave	

# PART 6 - CONDITIONS SPECIFIC TO TEACHING STAFF

Appointment	6.1
Classroom Teacher Salary Scale	
Teacher Progression	
Progression from Classroom Teacher (CT5) to Classroom Teacher 6 (CT6)	6.4
National Certification of Highly Accomplished and Leading Teacher	
Highly Accomplished and Leading Teacher Allowances	6.6
Induction Processes	6.7
Support for First Year Out Teachers	6.8
Teacher Performance and Development	6.9
Payment for Full Year or Proportionate Year	6.10
Stand Down	
Workload Provisions	
Positions of Additional Responsibility (PAR) for Teachers	
Statement of Service	

# PART 7 - CONDITIONS SPECIFIC TO GENERAL STAFF

General Staff Definition	7.1
Classification of General Staff	
Hours of Duty	
Meal Breaks	
Part Time General Staff Employees	7.5
Casual General Staff Employees	

# PART 8 - CONDITIONS SPECIFIC TO FAMILY GROUP HOME SUPERVISION SERVICES STAFF

Family Group Home Supervision Services Staff Definition	8.1
Classification of Family Group Home Supervision Staff	8.2
Salary	
Hours of Work	
First Aid Certificate	

# PART 9 – DECLARATIONS AND SIGNATORIES

# PART 10 - SCHEDULES

Salaries Schedule	e 1
General Staff and Family Group Home Supervision Services Staff Classifications	e 2

# PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

# **1.1** Title and Duration

- 1.1.1 This agreement shall be known as the Tiwi College Collective Enterprise Agreement 2016-2019.
- 1.1.2 In accordance with s54 of the *Fair Work Act 2009* this agreement shall commence operation seven (7) days after approval by Fair Work Australia and shall remain in force until 31 December 2019.
- 1.1.3 Where this agreement specifies an earlier operative date in relation to a particular provision, then that provision shall operate from that date for all staff employed at that date.

# **1.2** Parties to the Agreement

The parties bound by this agreement are as follows:

- 1.2.1 The Tiwi Education Board Inc (ABN 33 479 809 020), and
- 1.2.2 The Independent Education Union of Australia Queensland and Northern Territory (IEUA-QNT)

# **1.3** Application of Agreement

This agreement shall apply to Tiwi College (the College) and its employees other than the Principal, members of the Senior Management Team and Darwin Office based staff.

# 1.4 Relationship to the National Employment Standards (NES)

The NES and this agreement contain the minimum conditions of employment for employees covered by this agreement.

# 1.5 No Disadvantage

The accrued entitlements of employees, employed at the date of signing, shall not be reduced as a result of this agreement.

# **1.6 Posting of the Agreement**

A copy of this agreement shall be made available in a conspicuous place so it can be easily accessed and read by all employees.

# 1.7 Single Bargaining Unit

For the purposes of negotiating this Agreement a Single Bargaining Unit (SBU) has been established consisting of Employees, Union representatives and delegates for the Tiwi Education Board.

# 1.8 No Extra Claims

The parties agree that it is a term of this Agreement that the Unions will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until the designated negotiating period.

## **1.9 Definitions**

For the purposes of this agreement:

- 1.9.1 "Agreement" means the Tiwi College Collective Enterprise Agreement 2016-2019.
- 1.9.2 "Child" includes an adopted child, a stepchild, an ex-nuptial child and an adult child.
- 1.9.3 "Spouse" includes a former spouse, a de-facto spouse and a former de-facto spouse.
- 1.9.4 "College" means Tiwi College.
- 1.9.5 "Employee representative" means any person chosen by an employee to represent them.
- 1.9.6 "Employer" means the Tiwi Education Board.
- 1.9.7 "Family Group Home Supervision Services" means staff employed in the Family Group Home Program of the College.
- 1.9.8 "General Staff" is a generic classification for all staff appointed to positions in the General Staff classifications of College Administration Services, Classroom Support Services, College Operation Services and Curriculum/Resources Services.
- 1.9.9 "Immediate Family member" means:

A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an employee; and

A child, parent, grandparent, grandchild or sibling of an employee's spouse or de facto partner.

- 1.9.10 "Tiwi" means the traditional land owners.
- 1.9.11 "Tiwi Education Board Inc" means the governing body of Tiwi College.
- 1.9.12 "The Act" means the Fair Work Act 2009.
- 1.9.13 "Unions" means any of the unions identified in Forms 18 or 22 as provided for in the Fair Work (Registered Organisations) Regulations Schedule 3 Forms.

# PART 2 – PRINCIPLES AND OBJECTIVES OF THE AGREEMENT

## 2.1 College Vision Statement

2.1.1 'With vision and guidance from the Tiwi, our College community uses a holistic approach to develop key knowledge and skills required for vocational choices and happy, rewarding and healthy lives'.

The cornerstone of the culture of our College comprises the following values: trust, empathy, mercy, tolerance and respect.

2.1.2 The parties to this agreement concur that all staff accept a responsibility to understand, act upon and promote the College Vision Statement and the ethos that derives from this statement. The benefit to the College, its students and the community will be a greater sense of direction and purpose that will assist the ongoing development of the College.

## 2.2 Recognised Principles of the Agreement

The employees, management of Tiwi College and the Tiwi Education Board Inc acknowledge and recognise that:

- 2.2.1 Tiwi College is an independent, non-systemic, non-denominational boarding school located on the traditional lands of the Tiwi and is owned by the Tiwi and is governed by the Tiwi Education Board Inc.
- 2.2.2 Given the unique circumstances regarding the establishment and context of Tiwi College, it is vital to respect and support the aspirations and needs of the Tiwi and to safeguard and enhance the quality of learning and teaching for Tiwi students.
- 2.2.3 There is a mutual responsibility to maintain a working environment in which education can be provided in harmony with the vision, aims, and objectives of the Tiwi Education Board Inc.
- 2.2.4 They share a responsibility for staff welfare that will promote care and concern for the well being of all staff.
- 2.2.5 To achieve and maintain a harmonious working environment and to maximise the educational outcomes for all students, the building of working relationships with colleagues and students and the performance of duties should be undertaken in an appropriate manner.
- 2.2.6 Resourcing levels of Tiwi College are significantly dependant on the level of Commonwealth and Northern Territory Government recurrent funding and grant support.

# 2.3 Anti-Discrimination

- 2.3.1 It is the intention of the persons covered by this Agreement to achieve the principle object in s.351 of the Act by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 2.3.2 Accordingly, in fulfilling their obligations under s352, the persons will make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 2.3.3 Nothing in this clause is to be taken to affect:
  - (a) Any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or Northern Territory anti-discrimination legislation;
  - (b) An employee, the Tiwi Education Board Inc or a registered organisation, pursuing matters of discrimination in the Northern Territory or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
  - (c) The exemption is s.351(2)(b) [inherent requirements of the position] and s.351(2)(c) [offending adherence of a particular organisational religion or creed] of the Act.

# PART 3 – CONSULTATION AND DISPUTE PROCEDURES

# 3.1 Flexible Working Arrangement

- 3.1.1 Notwithstanding any other provision of this agreement, an employer and an individual employee covered by this enterprise agreement may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application are those concerning:
  - (a) Arrangements for when work is performed;
  - (b) Overtime rates;
  - (c) Penalty rates;
  - (d) Allowances; and
  - (e) Leave loading.
- 3.1.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 3.1.3 The agreement between the employer and the employee must:
  - (a) Be confined to a variation in the application of one or more of the terms listed in clause 3.1.1; and;
  - (b) Result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 3.1.4 The agreement between the employer and the individual employee must also:
  - (a) Be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) State each term of this agreement that the employer and the individual employee have agreed to vary;
  - (c) Detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) Detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment;
  - (e) States the day the agreement commences to operate.
- 3.1.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 3.1.6 Except as provided in clause 3.1.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

- 3.1.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 3.1.8 The agreement may be terminated:
  - (a) By the employer or the individual employee giving four weeks' notice of termination in writing, to the other party and the agreement ceasing to operate at the end of the notice period;
  - (b) At any time, by written agreement between the employer and the individual employee.
- 3.1.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

### 3.2 Consultation

- 3.2.1 Where the Tiwi Education Board Inc has made a definitive decision to introduce major workplace changes in production, organisational structure or technology that are likely to have 'Significant Effects' on employees, the Tiwi Education Board Inc will:
  - (a) Notify the employee(s) who may be affected by the proposed changes and their representatives, if any;
  - (b) Discuss the introduction of any changes with the employee(s) who may be affected by the proposed changes and their representative, if any;
  - (c) Consider the matters raised by the employee(s) and/or their representatives as soon as practicable.
- 3.2.2 An employee may appoint a representative to provide consultation on their behalf where major change had been identified. The employee must notify the Tiwi Education Board Inc of the representative.
- 3.2.3 The Tiwi Education Board Inc will as soon as practicable after making its decision to introduce major workplace changes, provide in writing to relevant employees:
  - (a) All information about the change including the nature of the change proposed;
  - (b) Information about the expected effects of the changes on employee(s);
  - (c) Any other significant matters likely to affect the employees.
- 3.2.4 The Tiwi Education Board Inc shall not be required to disclose confidential information about other employees (unless those employees request that it be provided) or commercially sensitive information.
- 3.2.5 **"Significant Effects"** means the termination of employment, major changes in the size of Tiwi College's workforce; the substantial diminution of job opportunities or job tenure; the need to transfer employees to other locations; and the substantial restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters that alteration is deemed not to be a 'Significant Effect'.

## **3.3** Consultative Arrangements

3.3.1 The spirit of the Agreement reflects a model of workplace change based on consultation, cooperation and negotiation. All employees are encouraged to participate in the various committees and working groups that are set up from time to time by management to provide input for consideration by the appropriate committees and working groups.

- 3.3.2 There will be established a Consultative Committee comprising one member of the Tiwi Education Board, the Principal and the Deputy Principal, for management; one member of the IEUA Chapter Executive and one elected representative from each staff work group: being teaching, family group homes and operations; and one Tiwi employee.
- 3.3.3 The objectives of the Consultative Committee:
  - (a) To provide a co-operative approach to the implementation of the terms of the Agreement;
  - (b) To assist in the planning and implementation of any changes that may occur in work practices relating to employment matters; and
  - (c) To provide feedback on any significant decisions that may impact employees' terms and conditions of employment.
- 3.3.4 The Consultative Committee shall meet once per term. The Principal may request additional meetings where necessary.
- 3.3.5 The Principal of Tiwi College will communicate with all employees through various internal processes. Examples include college meetings, staff meetings, letters and correspondence. All employees are invited to raise any items with the Principal of Tiwi College at any time.

#### **3.4 Dispute Resolution Process**

- 3.4.1 The object of this procedure is to:
  - (a) Avoid the escalation of disputes or grievances; and
  - (b) Provide prompt resolution of issues of concern.
- 3.4.2 If a dispute relates to:
  - (a) a matter arising under the Agreement; or
  - (b) the National Employment Standards;
  - this term sets out procedures to settle the dispute.
- 3.4.3 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 3.4.4 In the first instance, the parties to the dispute shall try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 3.4.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 3.4.6 The Fair Work Commission may deal with the dispute in two stages:
  - (a) 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
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.

Note If the Fair Work Commission arbitrates the dispute, it may use the powers that are available to it under the Act.

A decision that the 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.

- 3.4.7 While the parties are trying to resolve the dispute using the procedures in this term:
  - (a) an employee shall continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - (b) an employee shall comply with a direction given by the College to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable workplace health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 3.4.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

### 3.5 Unsatisfactory Work Performance

- 3.5.1 In the first instance, where appropriate, unsatisfactory performance shall be dealt with through management and peer support and/or training/development processes with specified time frames set for identified improvement to be demonstrated.
- 3.5.2 Further management of unsatisfactory performance will be dealt with through a transparent, fair process of performance support that has agreed targets and explicit employer-provided support mechanisms. In the event that the unsatisfactory performance is not rectified through such a process, disciplinary action or termination may result.
- 3.5.3 The foregoing shall not affect the right of the employer to summarily dismiss without notice an employee for misconduct, neglect of duty or misrepresentation.

### **3.6** Termination of Employment

3.6.1 This clause applies only to full-time and part-time employees.

# 3.6.2 **Termination by the Employer:**

Where the employment of an employee is terminated by the Tiwi Education Board Inc, an employee (other than a casual employee) will not be terminated without at least five (5) weeks' notice in term time (inclusive of notice required under the National Employment Standards), the payment of five (5) weeks' salary instead of notice, or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal five (5).

The required amount of payment in lieu of notice is the amount that the affected employee would have earned, and the Tiwi Education Board Inc would have been liable to pay, if the employee's employment had continued until the end of the required period of notice. That total must be calculated taking into account:

(a) The employee's Ordinary Hours of Work (as it relates to the employee's employment status); and

(b) The amounts ordinarily payable to the employee in respect of those hours, including (for example, allowances, loadings and penalties, (not including overtime)).

The period of notice in this Clause does not apply in the case of an employee's dismissal for serious misconduct.

### 3.6.3 **Termination by the Employee**

The notice of termination required to be given by an employee is the same as that required of the Tiwi Education Board Inc, except that there is no requirement on an employee to give additional notice based on the employee's age.

It is agreed that where an employee provides the Tiwi Education Board Inc with less than the required amount of notice of termination of the employee's employment, the Tiwi Education Board Inc may deduct from any remaining payment due to the employee from the Tiwi Education Board Inc a monetary amount equal to the amount of notice which the employee failed to provide the Tiwi Education Board Inc.

If an employee and the Tiwi Education Board Inc agree, an employee may be released prior to the expiry of the notice period with payment of wages or salary to the date of termination only.

## **3.7** Job Search Entitlement

Where the Tiwi Education Board Inc has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### 3.8 Redundancy

- 3.8.1 This Clause applies only to full-time and part-time employees.
- 3.8.2 Subject to the exceptions outline below, if the Tiwi Education Board Inc terminates an employee's employment because of redundancy, then in addition to the required period of notice provided in this Agreement the affected employee will be entitled to a severance payment based upon the period of the employee's continuous service with Tiwi College, as at the time of termination. The particular payment is to be determined from the following table:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

- 3.8.3 A severance payment will not be payable in any of the following circumstances:
  - (a) If an employee's period of continuous service with Tiwi College is less than twelve (12) months;
  - (b) Tiwi College does not employ fifteen (15) or more employees at the earlier of the following times:
  - (i) The time the employee is given notice of the redundancy.
  - (ii) Immediately prior to the employee's employment being terminated.
  - (c) The employee's employment is terminated as a consequence of misconduct, performance issues, negligence, abandonment, neglect or refusal of duty, or voluntary resignation by the employee at any time prior to the expiry of the notice of redundancy.
  - (d) The employee's employment is terminated due to the ordinary and customary turnover of labour, such as, but not limited to, circumstances in which the Tiwi Education Board loses a contract, upon which the continuing employment of certain employees at Tiwi College, is reliant.
  - (e) If the Tiwi Education Board Inc offers the employee alternative employment or obtains an offer of alternative employment from another employer and in the opinion of the Tiwi Education Board Inc, the employee unreasonably declines to accept such an offer.
  - (f) The employee is a casual employee.
  - (g) The employee is a trainee or apprentice.
  - (h) The employee is an employee engaged for a specified period of time or for a specified task or tasks.
  - (i) The employee is serving a period of probation or minimum employment period.
- 3.8.4 In this Clause:
  - (a) **"weeks' pay"** means the employees ordinary hourly rate of pay multiplied by the employee's ordinary hours (as it relates to the employee's employment status) for a week.
  - (b) **"redundancy"** means circumstances where an employee's employment is terminated at the Tiwi Education Board Inc's initiative because Tiwi College no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

## **3.9** Recognition of Union Involvement

- 3.9.1 The parties agree that Unions have a legitimate role in consultations that may affect conditions of employment for their members.
- 3.9.2 The parties agree that Union officials will advise the employer of their intention to enter Tiwi College for the purpose of consulting with their members.
- 3.9.3 The parties agree that the provision of training for Union representatives has potential benefits in the workplace. There will be two days approved leave per annum available only to the representatives on the IEUA Chapter Executive Committee employed at Tiwi College. Unions will apply in writing to

the Principal for release time on behalf of representatives wishing to access scheduled training. Under normal circumstances such applications will be approved having due regard to the organisation and needs of Tiwi College at that time. Applications should normally allow for notice of at least one school term of the proposed training dates.

### **3.10** Renegotiation of Collective Enterprise Agreement

The parties to this Agreement agree to commence negotiations for its replacement and renewal no later than September 2019.

## PART 4 – GENERAL CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES

#### 4.1 Appointment

- 4.1.2 On appointment, the Tiwi Education Board Inc shall provide the employee (other than a casual employee) with a letter of appointment stating, *inter alia*, the commencement date, classification and rate of salary applicable on commencement, and the employee's ordinary hours of work, position description and mode of employment (ie: full-time, part-time or casual). This letter shall normally be provided to the employee within 14 days of appointment.
- 4.1.3 An employee employed as part-time working less than 38 hours per week shall be entitled pro-rata entitlements to that of a full-time employee. This includes Workload Provisions in addition to Annual Leave, Personal/Carer's Leave and other statutory entitlements for full-time employees.
- 4.1.4 **Probation.** Employees shall be on a probationary period of six (6) months from the commencement of their employment with the Tiwi Education Board Inc. The Principal, or delegate, will meet with the employee and will provide such professional and other assistance as the Principal, or delegate considers necessary.
- 4.1.6 Either during or at the end of the six (6) months probationary period, if an employee's performance is unsatisfactory the employment may be terminated subject to the notice periods in Clause 3.6 of this Agreement being provided.
- 4.1.7 The Principal, or delegate, will provide new employees with relevant employer policy and documentation.

#### 4.2 Types of Employment

- 4.2.1 All employees will be employed on a fixed term basis due to the operational requirements of the College being dependent on the number of student enrolments each school year and some positions being tied to specific projects for which grant funding has been made available.
- 4.2.2 Employees will be on fixed-term tenure, employed in one of the following categories:
  - (a) Full-time employment,
  - (b) Part-time employment, or
  - (c) Casual employment.

# 4.2.3 Full-time Employment

A full-time employee is an employee engaged to work an average 38 ordinary hours per week.

# 4.2.4 Part-time Employment

A part-time employee is an employee who is engaged to work on a regular basis where the number of hours is less than 38 hours per week.

### 4.2.5 Casual Employment

A casual employee is an employee who is engaged in work on a day-to-day basis and does not have an expectation of regular or ongoing work.

## 4.3 Wages and Salaries

- 4.3.1 All College staff covered by this collective agreement will receive the following wage and salary increases:
  - (a) Effective from first pay period in January 2016, the wages and salaries will be as detailed in Schedule 1.
  - (b) 3% effective from the first pay period in January 2017;
  - (c) 2.5% effective from the first pay period in January 2018;
  - (d) 2.5% effective from the first pay period in January 2019; and
  - (e) the effective date of each increase shall be 1 January of that year.
- 4.3.2 An employee's wages or salary shall be paid by electronic funds transfer on a fortnightly basis into a bank or building society account(s) nominated by the employee.

### 4.4 Hourly Rates

The formula to be used for calculation of hourly rates of pay for all non-teaching employees shall be:

Annual rate  $\div$  26.089  $\div$  (ordinary hours worked per fortnight) = per hour rate.

## 4.5 Superannuation

- 4.5.1 Commonwealth superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1992, and the Superannuation (Resolution of Complaints) Act 1993, as varied from time to time, govern the superannuation rights and obligations of the parties.
- 4.5.2 The Tiwi Education Board Inc shall contribute an amount equal to 9.5% of the employee's wage before salary sacrifice is deducted and the amount required to be paid by the employer under the *Superannuation Guarantee Charge Act 1992* and the *Superannuation Guarantee (Administration) Act 1992* to an approved occupational superannuation scheme.

## 4.6 Superannuation Funds:

- 4.6.1 Under the provisions of the *Superannuation Guarantee (Administration) Act 1992*, employees should nominate their choice of a complying superannuation fund or scheme, including self-managed funds, into which their superannuation payments are to be made.
- 4.6.2 If a complying superannuation fund or scheme is not nominated within three (3) months of commencement of employment superannuation contributions will be paid into the Tiwi Education Board Inc's default superannuation fund.
- 4.6.3 Any third party administrative charges incurred by the Tiwi Education Board Inc in relation to moving to a choice of superannuation fund, and/or for the continuing administration of that fund, will be passed on to the employee.
- 4.6.4 The default superannuation fund for all employees covered by this agreement will be Christian Super.

### 4.7 Salary Sacrificing

- 4.7.1 Salary sacrificing arrangements may be made between each employee and the Tiwi Education Board Inc by mutual agreement.
- 4.7.2 Where such an agreement is reached the employee's salary shall be reduced by an amount equivalent to the designated contributions made by the Tiwi Education Board Inc on the employee's behalf plus any relevant tax liability incurred by the Tiwi Education Board Inc:
  - (a) Costs of administration shall be met by the employee;
  - (b) The costs of administration of salary sacrificing for the purposes of superannuation only shall be met by the Tiwi Education Board Inc;
  - (c) Such an arrangement may only be altered once per annum; and
  - (d) The Tiwi Education Board Inc reserves the right to outsource the administration of the arrangements.

### 4.8 Tiwi College Remote Area Provisions

- 4.8.1 The Tiwi Education Board Inc acknowledges the remoteness of Tiwi College and the need for provisions to assist employees with the challenges of living in a very remote location.
- 4.8.2 The Tiwi College Remote Area Provisions are available only to employees who have relocated to the Tiwi Islands to take up a position of employment at Tiwi College and are not permanent residents on the Tiwi Islands.
- 4.8.3 The Tiwi College Remote Area Provisions are itemised, including elaborations, in the Tiwi College Employee's Handbook and pertain to:
  - (a) Relocation Entitlements,
  - (b) Accommodation Entitlements,
  - (c) Travel Entitlements,

- (d) Use of Vehicle Entitlements,
- (e) Immunisation and Health Care Entitlements, and
- (f) Use of Information and Communication Technologies Entitlements.
- 4.8.4 The parties agree that in the event either party determines a need for changes to be made to the Tiwi College Remote Area provisions consultation will occur through the Consultative Committee.

## 4.9 Professional Learning

- 4.9.1 The parties recognise that professional learning is most effective when it takes place within a culture where employees and employers expect and are expected to be active learners, to reflect on, receive feedback on and further develop and enhance their abilities.
- 4.9.2 The parties recognise that professional learning is a shared responsibility with regard to both time and resources and that all staff has an ongoing commitment to develop a personal professional learning plan.

### 4.10 Deferred Salary Scheme

- 4.10.1 The parties agree that employees who have completed two consecutive years' full time service at Tiwi College may apply to be included in a deferred salary scheme. The scheme will enable employees, over a five-year period, to receive 80% salary for the first four years of the nominated period, and take the fifth year as special leave, using the accumulated reserves of deferred salary.
- 4.10.2 The parties agree on the following principles for the scheme:
  - (a) Participation in the scheme is by application, and at the employer's discretion.
  - (b) The fifth year of any deferred salary agreement must be taken as special leave. The rate of pay will be the accumulated surplus retained over the preceding four years. Deferred salary benefits cannot be accrued beyond the five years of the agreement. Any interest on the accrued deferred salary component will be utilised to offset the cost of the scheme.
  - (c) An employee shall not, during any period in which the employee is on such special leave, engage in any other remunerative employment of a kind performed by the employee in the employment from which the employee was granted special leave.
  - (d) Superannuation entitlements and employer contribution rates are calculated at the 80% rate over the five-year agreement;
  - (e) The five-year agreement period counts as four (4) years' entitlement towards long service leave.
  - (f) The employee's substantive position will be preserved for the fifth (special leave) year.
  - (g) Any outstanding long service leave entitlements of ten weeks or more can be taken as part of the fifth special year.
  - (h) Any employee who withdraws from the scheme will be paid the exact monies contributed to the scheme, with no interest payable. These funds will be paid as a lump sum unless otherwise negotiated with the employer.

(i) The employee is not covered by workers compensation during the fifth (special leave) year.

### 4.11 Uniform Allowance

Where an employee is required by the employer to wear a uniform of a particular type, the Tiwi Education Board shall supply free of charge, a uniform of a type or design considered most suitable.

# 4.12 Curricular and Co-curricular Camps

The Tiwi Education Board Inc recognises that there may be disruption to family commitments caused to staff who attend curricular and co-curricular camps or activities. Any employee who attends camps or any other facility to supervise students and programs and in doing so incurs out-of-pocket expenses shall be entitled to reimbursement of reasonable costs. A request for payment shall be made to the Principal at least fourteen (14) days prior to the commencement of the camp or activity and the Principal shall provide advice to the employee before the camp or activity is conducted.

# PART 5 – LEAVE AND STAND DOWN PROVISIONS FOR ALL STAFF

# 5.1 Long Service Leave

## 5.1.1 Entitlements to Long Service Leave

Long Service Leave is accrued at 1.3 weeks for each completed year of service. On the completion of ten (10) years continuous service the employee is entitled to thirteen (13) weeks of long service leave.

### 5.1.2 Rate of Pay

The rate of pay for Long Service Leave and the definitions of continuous service will be as prescribed by the *Long Service Leave Act* (NT).

### 5.1.3 Accessing Long Service Leave

An employee can access Long Service Leave (LSL) in accordance with either clause 5.1.4 or 5.1.5. So as to remove doubt it is recorded that an employee cannot access LSL under both clauses in relation to the same period of service (there can be no 'double dipping').

## 5.1.4 Long Service Leave after 10 years

- (a) Where an employee has been employed by a school for a period of 10 years of continuous service, that employee is entitled to and can take long service leave.
- (b) Long Service Leave taken in accordance with clause 5.1.4 (a) above will be taken in a period or periods as prescribed by clause 5.1.13 Minimum periods of Long Service Leave.
- (c) An employee to whom this clause 5.1.4 applies can take further LSL consistent with clause 5.1.13 Minimum periods of Long Service Leave.

## 5.1.5 **Long Service Leave after 5 years**

- (a) Where an employee has been employed by a school for not less than five (5) years continuous service, the employee is entitled to and can take long service leave, on pay, subject to the limitation in clause 5.1.5 (b) below.
- (b) An employee to whom clause 5.1.5 (a) above applies can take further LSL consistent with clause 5.1.13 Minimum periods of Long Service Leave.
- 5.1.6 Non-teaching term time employees may access accrued long service leave during periods of unpaid leave, including term break.
- 5.1.7 The timing of taking long service leave is by mutual agreement between the employee and the School. Employees shall make application for Long Service Leave six (6) months prior to the proposed date of commencement of such leave.

# 5.1.8 Long Service Leave: Interaction with Term Breaks, Year-end Christmas break and Public Holidays

- (a) Term breaks and the year-end Christmas break period following the end of Term 4 are not to be counted as a part of long service leave for Teachers, that is, Long Service Leave is exclusive of term breaks and the year-end Christmas term break period.
- (b) Where a public holiday occurs during a period of long service leave that public holiday shall be deemed to be part of the long service leave and the period of leave shall not be increased because of the holiday.

# 5.1.9 Long Service Leave at Half Pay

Long service leave may be taken at half pay, subject to the following:

- (a) Taking long service leave at half pay is the equivalent of taking leave for half the period at full pay and half the period without pay.
- (b) When taking Long Service Leave at half pay, half the period of leave will be counted as service.
- (c) Employees are expected to negotiate with the College as to when any long service leave at half pay may be taken. Consideration shall be given to the requirements of the College.

## 5.1.10 **Pro-rata Long Service Leave to be paid on Resignation after Seven or more Years' Service**

- (a) Where an employee ceases employment, and that employee has completed seven (7) or more years of service, the employee will receive payment for pro-rata long service leave accrued by the employee.
- (b) The pro-rata payment prescribed by clause 5.1.10(a) will be calculated on the basis of 1.3 weeks leave for each completed year of service.
- (c) The provisions of this clause 5.1.10 do not apply to an employee who is terminated by the College as a result of serious misconduct.

5.1.11 Where an employee has worked (or has been on paid leave) for each day of a school year, or where an employee has worked (or been on paid leave) for each day of a school year on which that employee would normally be rostered to work, such an employee will be deemed to have completed a year of service.

## 5.1.12 Illness During Long Service Leave

- (a) Where an employee falls ill during a period of long service leave, the employee may request to have a period of long service leave re-credited and sick leave used (if available) for the period of the illness.
- (b) A request under this clause 5.1.12 can only be made where:
  - (i) the duration of the illness is five or more consecutive working days; and
  - (ii) a medical certificate is provided to the School verifying the illness and days of the illness.

# 5.1.13 Minimum Periods of Long Service Leave

- (a) The provisions of this clause 5.1.13 only apply to an employee who accesses Long Service Leave in accordance with clause 5.1.4 or 5.1.5.
- (b) Long Service Leave will normally be taken in one continuous period, or, where the College and the employee agree, the minimum period of leave will be four weeks. This clause is subject to clause 5.1.13(c).
- (c) In exceptional circumstances an employee may apply for a shorter period of long service leave. Approval of a shorter period of long service leave shall be at the Principal's discretion.
- 5.1.14 Where the period of Long Service Leave (other than that provided for in clause 5.1.13) is less than a school term (nominally 10 weeks), then that period of Long Service Leave should normally be taken wholly within the school term period.
- 5.1.15 Non-teaching term time employees may access accrued Long Service Leave during periods of unpaid leave, including a school term break.

# 5.1.16 Staff Accommodation

Staff shall vacate staff accommodation prior to commencing any period of long service leave. Personal possessions may be stored at the College during such leave although the College accepts no liability for those possessions.

# 5.2 Public Holidays

An employee shall be entitled to holidays on the following days:

- 5.2.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- 5.2.2 The following days as prescribed in the Territory: Australia Day, ANZAC Day, Queen's Birthday and May Day;

5.2.3 Darwin Show Day and Picnic Day as prescribed in the Territory or locality;

Any other day declared to be a public holiday by or under the law of the Northern Territory.

- 5.2.4 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed which is generally observed in a locality as a substitute for any of the said days respectively;
- 5.2.5 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed which is generally observed in a locality as a substitute for the said day;
- 5.2.6 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed which is generally observed in a locality as a substitute day for any of the said days respectively.
- 5.2.7 Where in the Northern Territory or locality, public holidays are declared or prescribed on days other than those set out in 5.2.1; those days shall constitute additional holidays for the purpose of this Agreement.
- 5.2.8 If an employee is absent from work on either or both the working day(s) immediately before or the working day after a Public Holiday, the employee will be required to substantiate his/her absence(s) from work with either a medical certificate or statutory declaration.
- 5.2.9 If an employee other than a casual is not required to work on a Public Holiday and would have worked on that day but for the Public Holiday, the employee will be paid the ordinary hourly rate of pay for the time that the employee would have worked, had he/she worked on that day.
- 5.2.10 Casual employees will be entitled to be absent on a Public Holiday, however, shall not be paid for time absent.
- 5.2.11 When a public holiday falls on a Tuesday, Wednesday or Thursday and the employee is required to work, a day in lieu will be negotiated with the employee and the Principal.

## 5.3 Annual Leave

- 5.3.1 This clause applies only to full-time and part-time employees.
- 5.3.2 All employees (other than a casual employee) covered by this Agreement are entitled to six (6) weeks of paid annual leave at the end of each full year of employment.
- 5.3.3 Annual leave accrues progressively throughout a year of service according to the employee's ordinary hours of work.
- 5.3.4 Annual leave will not accrue and must be taken during school holiday period at the end of the school year, except for employees in College Operations Services.
- 5.3.5 Every employee (other than a casual employee) covered by this Agreement shall, at the end of each school year, be entitled to an annual holiday on full pay of six weeks, or a proportionate part thereof for service less than a school year.
- 5.3.6 An annual leave loading shall be included in the last payment made prior to the Christmas holiday period.

- 5.3.7 The annual leave loading shall be 17.5% of four weeks' salary, at the rate of pay applicable at the time of payment or an equivalent pro rata amount.
- 5.3.8 Periods of unpaid leave of five days or more shall not normally count as service for the purpose of accrual of annual leave. Where leave is granted, the employer shall determine whether the period shall count as service for any purpose.

# 5.4 Parental Leave

- 5.4.1 Employees are entitled to parental leave in accordance with the relevant provisions of the Act.
- 5.4.2 The provisions of this clause apply to full-time and regular part-time employees.

# 5.4.3 **Definitions**

- (a) For the purpose of this clause:
  - (i) "Child" means:
    - (1) A child of the employee under the age of one (1); or
    - (2) In the case of adoption, a child under the age of sixteen (16) years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
  - (ii) "Child" includes an adopted child, a stepchild, an ex-nuptial child and an adult child.
  - (iii) "Spouse" includes a former spouse, a de-facto spouse and a former de-facto spouse.
- (b) The intention of the Federal Government's paid parental leave scheme is noted. The scheme shall be implemented consistent with the legislation and shall operate in addition to the provisions in this clause.

## 5.4.4 **Basic Entitlement**

- (a) After twelve months continuous service, parental leave is available to both female (maternity leave) and male (paternity leave) employees upon the birth of their child, or to adoptive parents (adoption leave).
- (b) Parental leave is to be available to only one parent at any point in time, except that both parents may access leave in the following circumstances:
  - (i) For maternity and paternity leave, for an unbroken period of up to one week at the birth of the child; or
  - (ii) For adoption leave, an unbroken period of up to three weeks at the placement of the child.

## 5.4.5 Maternity Leave

(a) An employee with at least twelve (12) months continuous service will be entitled to fourteen (14) weeks paid Maternity Leave and up to 104 weeks unpaid maternity leave (inclusive of any paid entitlements).

- (b) The employee will notify the Principal at least ten (10) weeks in advance of the anticipated commencement of maternity leave and identify their expected confinement date and the total period of leave to be taken. Return from maternity leave should coincide with the commencement of a new school term, unless alternative arrangements have been made with the Principal.
- (c) The Tiwi Education Board Inc may require the employee to provide a medical certificate stating that the employee is pregnant and the expected birth date.
- (d) Unless agreed otherwise between the Tiwi Education Board Inc and employee, an employee may commence maternity leave at any time within six (6) weeks immediately prior to the expected date of birth.
- (e) Where an employee continues to work within the six weeks immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of a child, the Tiwi Education Board Inc may require the employee to provide a medical certificate stating that she is fit to work her normal duties.

# 5.4.6 **Special Maternity Leave**

- (a) Where the pregnancy of an employee terminates after twenty-eight (28) weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave.
- (b) The Tiwi Education Board Inc may require the employee to provide appropriate medical certification when applying for special maternity leave.
- (c) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- (d) Where an employee has not yet commenced maternity leave and suffers from an illness related to her pregnancy, the employee may take any paid sick leave to which she is entitled and further unpaid special maternity leave. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

### 5.4.7 **Paternity Leave**

- (a) An employee with at least twelve (12) months continuous service will be entitled to two (2) weeks paid paternity leave with access to 104 weeks unpaid paternity leave (inclusive of any paid entitlements) should they be the primary carer to the child.
- (b) An employee will notify the Principal at least ten weeks in advance of the date of commencement of paternity leave and the period of leave to be taken.
- (c) The Tiwi Education Board Inc may require the employee to provide appropriate certification of the birth of the child, that the leave sought is for parenting purposes and that the leave, other than the one (1) week provided in Clause 5.4.4(b)(i) is not being taken in conjunction with any parental leave taken by their spouse.
- (d) The employee will not be in breach of 5.4.7(b) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

## 5.4.8 Adoption Leave

- (a) An employee with at least twelve (12) months continuous service will be entitled to fourteen (14) weeks paid Adoption Leave and up to 104 weeks unpaid adoption leave (inclusive of any paid entitlements).
- (b) The employee will notify the Principal at least ten (10) weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. Return from adoption leave must coincide with the commencement of a new school term.
- (c) The Tiwi Education Board Inc may require the employee to provide appropriate certification that the leave sought is for parenting purposes and that the leave, other than the three (3) weeks provided in Clause 5.4.4(b)(ii) is not being taken in conjunction with any parental leave taken by their spouse.
- 5.4.9 Unless agreed otherwise between the Tiwi Education Board Inc and an employee, an employee may apply to the Tiwi Education Board Inc to change the period of parental leave on one occasion with any such change to be notified at least four (4) weeks prior to the commencement of the changed arrangements.

### 5.4.10 Transfer to a Safe Job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Tiwi Education Board Inc deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the Tiwi Education Board Inc may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

#### 5.4.11 Effect of Parental Leave on Employment

- (a) Parental Leave will not break the continuity of service of an employee but will not be taken into account in calculating the period of service for any purpose.
- (b) An employee on Parental Leave may terminate their employment at any time during the period of leave given in accordance with this Agreement.
- (c) The Tiwi Education Board Inc will not terminate the employment of an employee on the grounds of pregnancy or absence on Parental Leave.
- (d) Where an employee accessing Parental Leave is the sole employee of the College, then the employee shall, at the discretion of the Principal, vacate their staff accommodation prior to departing on leave for any period exceeding one week. Personal possessions may be stored at the College during such leave although the College accepts no liability for those possessions.

# 5.4.12 **Returning to Work after a period of Parental Leave**

- (a) An employee will notify the Tiwi Education Board Inc of their intention to return to work after a period of Parental Leave at least four (4) weeks prior to the end of a school term before the school term in which they intend to return to work.
- (b) An employee will be entitled to the position which they held immediately before proceeding on Parental Leave. In the case of an employee transferred to a safe job pursuant to Clause 5.4.10, the employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where the position no longer exists but there are other positions available which the employee is qualified for and is capable of performing they will be entitled to a position as nearly comparable in status and pay to their former position.

## 5.4.13 Notice to Extend Leave

- (a) An employee may extend the period of Parental Leave once only by written notice given to the Tiwi Education Board Inc at least:
  - (i) 14 days before the start of the Parental Leave, or
  - (ii) If the Parental Leave has started, four (4) weeks before the Parental Leave ends.
- (b) The notice must state when the extended period of Parental Leave ends.
- (c) The total period of parental leave cannot be extended under this Clause beyond the total periods identified in Clauses 5.4.5(a), 5.4.7(a) or 5.4.8(a).

## 5.4.14 Application for Extension to Leave:

- (a) An application as per Clause 5.4.13 must be made:
- (b) In writing; and
- (c) Be made:
  - (i) For an application for an extension of short Parental Leave or short adoption at least five
     (5) business days before the leave ends; or
  - (ii) For an application for an extension of maternity leave, long parental leave or long adoption leave at least four (4) weeks before the leave ends.
- (d) State that it is an Application for Extension of Parental Leave under Clause 5.4.13; and
- (e) States the dates for an extension being applied for is to start and end; and
- (f) Be accompanied by a Statutory Declaration from the employee declaring that the employee is seeking the extension so the employee can continue to be the child's primary caregiver.

#### 5.4.15 Employer to give Proper Consideration to Application for Extension to Leave

In deciding whether to agree to an Application for Extension to Leave under Clause 5.4.13, the Tiwi Education Board Inc shall consider the following:

- (a) The particular circumstances of the employee that gave rise to the Application for Extension to Leave, particularly the circumstances relating to the employee's role as the child's caregiver;
- (b) The impact refusal of the Application for Extension to Leave may have on the employee and the employee's dependants;
- (c) The effect that agreeing to the Application for Extension to Leave may have on the conduct of Tiwi College's business, including but not limited to:
  - (i) Any additional cost the Tiwi Education Board Inc would incur;
  - (ii) Tiwi College's capacity to reorganise work arrangements;
  - (iii) The availability of replacement employees;
  - (iv) The loss of efficiency in the conduct of Tiwi College's business; and
  - (v) The impact the employee's absence or temporary absence on the delivery of customer services or teaching standards;
- (d) The Tiwi Education Board Inc must advise the employee, in writing, of the Tiwi Education Board Inc's decision as soon as possible after receiving the Application for Extension to Leave and before the period of leave ends.
- (e) If the Tiwi Education Board Inc refuses the Application for Extension to Leave, it must provide the employee with written reasons for refusing the Application for Extension to Leave.

## 5.4.16 Replacement Employees

A replacement employee is an employee, specifically engaged or temporarily promoted as a result of an employee proceeding on parental leave.

A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

### 5.4.17 **Consultation**

The Tiwi Education Board Inc shall consult regarding any changes to the employee's position on return to work if:

- (a) An employee is on parental leave; and
- (b) The Tiwi Education Board Inc makes a decision that will have a significant effect on the status or pay of the employee's pre-parental leave position.

## 5.5 Personal/Carer's Leave

- 5.5.1 The provisions of this clause apply to full-time and regular part-time employees.
- 5.5.2 Employees are entitled to personal/carer's leave in accordance with the relevant provisions of the Act.

- 5.5.3 Employees shall accrue fifteen (15) day's paid personal/carer's leave per annum based on ordinary hours of work. Part-time employees accrue leave on a pro-rata basis. Personal/carer's leave includes carer's leave (paid and unpaid), and paid personal sick leave.
- 5.5.4 Personal/carer's leave accrues progressively throughout a year of service, and is cumulative from year to year. Unused accrued personal/carer's leave is not paid out on termination of employment.
- 5.5.5 Personal leave is available where the employee is suffering an illness or injury, or an unexpected emergency preventing them from attending work. This may include circumstances related to an incidence of domestic violence.
- 5.5.6 Carer's leave is available where an employee is required to provide care and support to a member of their immediate family who is suffering an illness or injury, or an unexpected emergency affecting a member of their immediate family which prevents the employee from attending work in order to provide care and support. This may include circumstances related to an incidence of domestic violence and in such an event may extend to persons outside of the employee's immediate family.
- 5.5.7 The Tiwi Education Board Inc require an employee to provide reasonable proof, such as a doctor's certificate, of the employee's need to take personal/carer's leave where two or more consecutive days are accessed, or where leave is taken either side of a weekend, public holiday or start/end of a school term. Such reasonable proof shall be required for each occasion the employee takes personal/carer's leave once four (4) days personal/carer's leave has been accessed in the school year. Failure to provide reasonable proof may result in employees not being paid for days absent.
- 5.5.8 An employee is to notify the Principal, or delegate, as soon as practicable of intention to access personal/carer's leave and the expected duration of that leave.
- 5.5.9 Where an employee accessing personal/carers leave is the sole employee of the College, then the employee shall, at the discretion of the Principal, vacate their staff accommodation prior to departing on leave for any period exceeding one week. Personal possession may be stored at the College during such leave although the College accepts no liability for those possessions.
- 5.5.10 Where an employee is absent from the College due to illness or injury, then the College will arrange for their personal items to be packed up and returned to the employee, a member of their immediate family or stored at the College as appropriate and in accordance with any request from the employee.

# 5.6 Compassionate Leave

- 5.6.1 This clause applies only to full-time and part-time employees.
- 5.6.2 Compassionate leave will be in accordance with the National Employment Standards with the following additions:
  - (a) Employees are entitled up to three (3) paid day's personal leave as compassionate leave on each occasion a member of the employee's immediate family sustains a life-threatening illness or injury; or after the death of a member of the employee's immediate family.
  - (b) Employees are required to notify the Principal, or delegate, of their absence and expected absence from the workplace.
  - (c) The Tiwi Education Board Inc may request the employee to provide satisfactory evidence for the purpose for which they are taking compassionate leave.

## 5.7 Extra Compassionate Leave

- 5.7.1 Employees may access up to three (3) days of their personal/carer's leave entitlement where it is necessary to take Extra Compassionate Leave.
- 5.7.2 The Employee is required to provide the Principal, or delegate, with satisfactory evidence of the purpose for which they are taking Extra Compassionate Leave.
- 5.7.3 Approval of Extra Compassionate Leave will be at the discretion of the Principal.

### 5.8 Emergency Leave

- 5.8.1 Employees may apply for up to five (5) days of their personal/carer's leave entitlement for Emergency Leave in cases of domestic emergency or family matters where leave is not provided for elsewhere in this Agreement.
- 5.8.2 The employee shall provide satisfactory evidence of the purpose for which they are requesting Emergency Leave with their application.
- 5.8.3 Approval of Emergency Leave will be at the discretion of the Principal.

## 5.9 Community Services Leave – Jury Duty and Voluntary Emergency Management Leave

- 5.9.1 Employees are entitled to Community Services Leave in accordance with the National Employment Standards (NES), as varied or replaced from time to time.
- 5.9.2 Employees can apply for Community Service Leave for:
  - (a) Jury duty and/or:
  - (b) Voluntary Emergency Management Activity.
- 5.9.3 For the purpose of this Clause, jury duty means a period during which an employee is required by or under a law of the Commonwealth or the Northern Territory, to attend for jury duty and includes attendance for the purpose of jury selection.
- 5.9.4 If an employee is required for jury duty and therefore cannot attend for work, the employee will be permitted leave of absence without loss of pay (less any jury service payments received by the employee) for the first ten (10) days of the period of the absence due to jury duty. If the period of jury duty extends beyond ten (10) days, the employee is permitted to be absent on leave without pay. If an employee is required to attend for jury duty, the employee must advise the Principal, or delegate, as soon as practicable of the requirement to attend and the period or expected period of absence.
- 5.9.5 Employees serving on jury duty will be required to provide evidence to the Tiwi Education Board Inc, which would satisfy a reasonable person of the amount of payment received by them in jury service payments.
- 5.9.6 Employees shall be entitled to unpaid Voluntary Emergency Management Activity leave in line with the provisions of the National Employment Standards.
- 5.9.7 If the Tiwi Education Board requires the employee to do so, the employee must give the Principal, or delegate, evidence that would satisfy a reasonable person that the absence is because the employee is required for jury service or voluntary emergency management service.

## 5.10 Leave Without Pay (LWOP)

- 5.10.1 Leave without pay not exceeding a total of five working days annually shall be granted at the discretion of the Principal.
- 5.10.2 For periods of 6 months to 12 months leave without pay shall be applied for and granted at the discretion of the Principal.
- 5.10.3 Leave without pay exceeding five working days annually will not be counted towards accrued service.
- 5.10.4 The maximum Leave Without Pay (LWOP) granted by the Principal will be twelve (12) months. Longer periods of Leave Without Pay (LWOP) can only be granted on application to the Tiwi Education Board.
- 5.10.5 Where an employee accessing LWOP is the sole employee of the College, then the employee shall, at the discretion of the Principal, vacate their staff accommodation prior to departing on leave for any period exceeding one week. Personal possession may be stored at the College during such leave although the College accepts no liability for those possessions.

## 5.11 ADF Reserve Service Leave

- 5.11.1 Tiwi College is committed to supporting employees who are members of the Australian Defence Force (ADF) Reserves. The following ADF Reserve Service Leave entitlement offers recognition through special leave conditions and applies to all employees who have formally advised the College that they are members of the ADF Reserves.
- 5.11.2. Tiwi College recognises that service in the ADF Reserves involves a significant commitment of an employee's personal time. The annual commitment of an individual Reservist varies significantly depending on their specialisation, experience and skills. Consequently, this may affect the frequency and duration of service they undertake and the amount of notice provided.

#### 5.11.3 **Definitions**:

- (a) ADF Reserve Service means service in the Australian Defence Force including training in part of the Reserves.
- (b) Absent on ADF Reserve Service means:
  - (i) any period during which the member is travelling from his or her residence to the place at which he or she is required to report for defence service; and
  - (ii) any period while he or she is rendering defence service; and
  - (iii) the period (if any) after he or she has ceased to render that service until he or she resumes work, or is reinstated in employment.

### 5.11.4 Access to Leave

- (a) Following a 12 month qualifying period, employees who have formally advised the College that they are members of the ADF Reserves may access leave without pay to attend periods of required training offered in normal working hours (such as but not limited to camps, field exercises or required courses) up to a maximum of 10 calendar days during term time each school year.
- (b) In addition, an employee may access a further 22 calendar days unpaid leave during term time each school year, provided that the employer receives a payment for the employee's absence under the Employer Support Payment Scheme (Defence Reserves Support) or howsoever named.
- (c) In addition to the above, a further 14 calendar days leave without pay may be accessed during term time in an employee's first year of ADF Reserve service, where attendance at recruitment or initial training is required.
- (d) The employee is not required to forward to the College any monies or allowances paid by the Defence Force for their attendance at camps, courses or other training whilst on periods of leave without pay during term time.
- (e) The employee shall not be disadvantaged in terms of continuity of service for accrued entitlements during absence on leave without pay for this purpose provided such absence does not exceed a total of six weeks in any school year.
- (f) Wherever possible, the employee should schedule their attendance at ADF Reserve activities during school holiday periods.
- (g) ADF Reserve service leave entitlement is not cumulative and cannot be carried over to the following school year.

## PART 6 - CONDITIONS SPECIFIC TO TEACHING STAFF

### 6.1 Appointment

No teacher shall be required to teach in any discipline for which he/she is not trained, without his/her consent. No teacher shall be discriminated against or penalised in any way by reason of any refusal or failure to consent to teach a subject for which he/she is not trained.

### 6.2 Classroom Teacher Salary Scale

- 6.2.1 Four year graduate teaching staff in their first year of teaching will commence at the CT1 (Classroom Teacher 1) on the salary scale. (Refer Schedule 1)
- 6.2.2 Otherwise teaching staff employed at Tiwi College will commence at a CT level commensurate with the number of years of teaching experience up to CT9. (Refer Schedule 1)

### 6.3 Teacher Progression

A teacher will progress to the next level within the teacher's salary range on the completion of twelve (12) months continuous service, or full-time equivalent.

## 6.4 **Progression from Classroom Teacher 5 to Classroom Teacher 6**

- 6.4.1 Incremental progression from Classroom Teacher 5 to Classroom Teacher 6 will be subject to successful assessment of the Employee's professional knowledge and skill, using the Australian Professional Standards for Teachers Proficient Level.
- 6.4.2 Progression from CT5 to CT6 is subject to successful assessment in accordance with the CT5-6 Progression Assessment Guidelines.
- 6.4.3 The principal or delegate will inform a teacher, in writing, no later than one term prior to becoming eligible for progression to Classroom Teacher 5 classification that progression from CT5 to CT6 is subject to successful assessment in accordance with the CT5-6 Progression Assessment Guidelines.

### 6.5 National Certification of Highly Accomplished and Lead Teachers

The Teacher Registration Board of the Northern Territory is the certifying authority for the National Certification of Highly Accomplished and Lead Teachers in the Northern Territory. Teachers will need to apply for certification through the Teacher Registration Board of the Northern Territory.

## 6.6 Highly Accomplished and Lead Teacher Allowances

	2016	2017	2018	2019
Highly Accomplished Teacher	\$4,123	\$4,247	\$4,374	\$4,505
Lead Teacher	\$7,106	\$7,319	\$7,539	\$7,765

#### 6.7 Induction Processes

There will be an induction period across three school terms for any teaching employee newly appointed to Tiwi College.

### 6.8 Support for First Year Teachers

The Tiwi Education Board Inc recognises the challenges for teachers in their first year of teaching. Teachers in their first year of teaching will be on a reduced face-to-face teaching allocation of 0.9 Full-Time Equivalent (FTE), for that year.

### 6.9 Teacher Performance and Development and Professional Learning

- 6.9.1 The Tiwi Education Board Inc acknowledges the importance of fostering a professional performance and development culture for teaching staff within Tiwi College. Teachers are required to partake in the Tiwi College Teacher Performance and Development Review annually.
- 6.9.2 The Tiwi Education Board Inc recognises the importance of linking professional learning with performance and development. As part of the annual Tiwi College Teacher Performance and Development Review, teachers will develop a professional learning plan.

## 6.10 Payment for Full Year or Proportion of Year

- 6.10.1 A teacher will be paid from the first day they are required to attend for duty.
- 6.10.2 A teacher who has taught (or who has been granted paid leave) for the full academic year will be paid for the full calendar year.

- 6.10.3 A teacher who is employed for less than a full calendar year will be paid the proportion of the teacher's annual salary of that year that the teacher's service, excluding school holidays, bears to an academic year.
- 6.10.4 The proportional payment identified in clause 6.10.3 will be calculated using the salary which the teacher was receiving immediately before cessation of employment.
- 6.10.5 For the purposes of this clause an academic year is deemed to be 40 weeks, except in a calendar year where there are 41 scheduled teaching weeks.

### 6.11 Stand Down

6.11.1 Teacher's completing the full school year (40 teaching weeks) will be paid the full six weeks stand down. All other staff will be paid on a pro rata basis. Because stand down is paid at the end of each term/semester a teacher resigning during the school year may have been paid more stand down than entitled. In such cases these funds will be recovered from a teacher's final payment.

### 6.11.2 Non-Teaching Staff/Term Time Employees:

Employees (other than casual employees) who are employed on a 40 weeks per year (plus 6 weeks leave) basis, ie: either at 92% or 96%, may choose to have their fortnightly wage paid over 52 weeks which will entitle them to 6 weeks paid stand down per year. In such circumstances:

- (a) For continuing employees or employees who complete a full school year, the unused remainder of the wage deductions shall be paid at the end of the school year with the Annual Leave payment.
- (b) For employees who leave during the school year, the unused remainder of the wage deductions shall be paid on termination.

#### 6.12 Workload Provisions

#### 6.12.1 Hours of Duty

(a) The working year for teaching staff is determined by the Minister for Education and will generally comprise of forty (40) weeks of term time, (which is made up of teaching time and pupil free days), six (6) weeks of stand down time and six (6) weeks of Annual Leave that will be taken between Term 4 and Term 1 of the following year.

#### (b) **Definitions**:

- (i) Primary School shall be classified as Transition to Year 6.
- (ii) Middle School shall be classified as Year 7 to Year 9.
- (iii) Senior Secondary School- shall be classified as Year 10 to 12.
- (c) The ordinary hours of work for all full time teaching staff will be made up of three (3) components; face to face teaching (FTFT), duties other than teaching (DOTT), and non-contact duties.
  - (i) **Face-to-face Teaching**:

- (1) For teachers of Senior Secondary School students, face-to-face teaching duties shall not exceed 21 hours per week (or its equivalent cycle).
- (2) For teachers of Middle School students, face-to-face teaching duties shall not exceed 21 hours per week (or its equivalent cycle).
- (3) For teachers of Primary School students, scheduled face-to-face shall not normally exceed 25.5 hours per week (excluding three hours release time).
- (4) Part-time teaching staff shall be allocated face-to-face teaching time pro-rate to their Full Time Equivalent (FTE).
- (5) The limits contained in (1), (2), (3) and (4) may be exceeded for individual teachers subject to discussion with that teacher and a reduction in load to some other aspects of that teacher's duties or;
- (6) If the limits contained in (1), (2), (3) and (4) are exceeded, the teaching staff will be compensated by way of either the following:
  - a. Time off in lieu equivalent to the time worked in excess of the limits contained in (1), (2) and (3) or;
  - b. Being paid for the excess hours at their ordinary rate of pay.

#### (b) **Face-to-face Teaching includes**:

- (i) All timetabled teaching blocks allocated to the teacher, including homeroom duties and College assemblies;
- (ii) Any cultural, sporting and social activities allocated to the teacher that are scheduled during timetabled class time.
- (c) Duties Other Than Teaching (DOTT) hours shall not exceed a maximum of four (4) hours per week and duties may include:
  - (i) All scheduled staff meetings;
  - (ii) Any yard and transport supervision;
  - (iii) Any homework supervision.
- (d) Non-contact hours account for the balance of the ordinary hours of employment for a full time teacher, and shall not exceed thirteen (13) hours per week. Non-contact duties include, but are not limited to:
  - (i) Individual class programming and planning;
  - (ii) Team planning, including year level, subject, faculty, curriculum teams, as well as planning with Teaching Assistants;
  - (iii) College-based curriculum programming;

- (iv) Assessment and reporting on students; and
- (vi) Administrative requirements.
- (e) Teaching staff may be required to forego some non-contact hours to assist in meeting relief teaching requirements of the College up to five (5) 50 minute periods (5 x 50 = 4.2 hours) per term.
- (f) A pro rata amount of the FTFT, DOTT and non-contact hours detailed above at 6.12.1(d) (i), (iii) and (iv) that is equivalent to the percentage of a full time teaching load they are employed for, will apply for part time teaching staff.

### 6.12.2 Release Time for Primary Teachers

- (a) Teachers of Primary School students employed full-time shall receive three (3) hours of release time per week.
- (b) Teachers of Primary School students employed part-time shall receive non-contact time that reflects the proportion of the hours of engagement performed.

### 6.12.3 Meal Breaks for Teachers

The Tiwi Education Board Inc shall provide the teacher with an unpaid and uninterrupted meal break of at least thirty (30) minutes per day between the hours of 10:00am and 1:00am. Such a meal break will not be aggregated.

#### 6.13 Positions of Additional Responsibility (PAR) for Teachers

- 6.13.1 Teaching Positions of Additional Responsibility (PAR) to carry out specific duties or responsibilities shall be established by the Principal from time to time, for the efficient operation of the College and will align with the strategic priorities of the Tiwi Education Board Inc.
- 6.13.2 The Tiwi Education Board Inc shall provide a teacher offered a Position of Additional Responsibility (PAR) with a letter of appointment.
- 6.13.3 The letter of appointment shall confirm specific responsibilities and duties of the teacher appointed to a PAR, together with any duration of term which may be agreed between the parties. The letter of appointment will deal with any specific arrangements between the parties on the performance of PAR duties and shall include arrangements on non-contact time.
- 6.13.4 The Position of Additional Responsibility (PAR) will be for twelve (12) months.

### 6.14 Statement of Service

- 6.14.1 Upon the termination of service of a teacher (other than for a casual teacher), the Tiwi Education Board upon written request shall provide a Statement of Service.
- 6.14.2 Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty by the casual teacher during the period of the engagement provided such request is made during or on termination of the casual engagement.

# PART 7 – CONDITIONS SPECIFIC TO GENERAL STAFF

# 7.1 General Staff Definition

'General Staff' will mean any staff employed in College Administration Services, Classroom Support Services, College Operation Services and Curriculum/Resources Services.

# 7.2 Classification of General Staff

- 7.2.1 General Staff are those employees appointed to positions in College Administration Services, Classroom Support Services, College Operation Services and Curriculum/Resources Services.
- 7.2.2 General Staff employees will be classified in accordance with Schedule 2 by the Tiwi Education Board Inc and/or the Principal and will be placed on the salary rate commensurate with their skills and experience.
- 7.2.3 General Staff employees will progress to the next increment on the completion of twelve (12) months continuous service, or full-time equivalent.
- 7.2.4 General Staff employee salary rates are contained within Schedule 1 of this Agreement.
- 7.2.5 The Tiwi Education Board Inc will notify the employee in writing of their classification and salary rate.
- 7.2.6 **Reclassification**. If, after successful completion of probation and any time later, a General Staff employee or the Tiwi Education Board or Principal considers that the skills and responsibilities as required by the employer for a position have substantially altered or no longer reflect the classification as determined above, a review of the classification applicable to the position is to be undertaken and an appropriate classification determined.

An application for reclassification by an employee shall be:

- (a) in writing;
- (b) accompanied by a most recent agreed job description; and
- (c) detail the reasons for the request for reclassification.

Where reclassification is identified by the Tiwi Education Board or Principal this is to be done in consultation with the employee in accordance with clause 3.2.

Except in exceptional circumstances such as a significant change in the skill and/or responsibility required for a position, or a change in the conditions under which the work is performed, no employee shall be permitted to seek a reclassification of their position on more than one occasion in a 12-month period.

Where a disagreement arises as to the outcome of a classification review, it will be dealt with under the dispute resolution process contained in clause 3.4 of this Agreement.

# 7.3 Hours of Duty

7.3.1 Subject to the provisions of this agreement, the ordinary hours of work for General Staff at Tiwi College will not exceed 38 hours per week.

7.3.2 Notwithstanding Clause 7.2.1 it is a term of this agreement that the ordinary hours of work are averaged over a period of twelve months provided that the arrangements are reasonable as provided for in s62(3) of the Fair Work Act.

# 7.4 Meal Breaks

7.4.1 Subject to the provisions of this agreement, General Staff are entitled to an unpaid thirty (30) minute unpaid meal break after five (5) hours continuous work.

Employees are entitled to a meal break free of interruption and in an area designated for staff only.

# 7.5 Part Time General Staff Employees

Part-time General Staff employees shall be entitled to a proportionate amount of annual leave, long service leave and personal leave as well as all statutory holidays which fall on normally designated days.

## 7.6 Casual General Staff Employees

- 7.6.1 Casual General Staff employees shall be paid for a minimum of two hours per engagement each day they are required to be on duty by direction of the employer.
- 7.6.2 The salaries of casual General Staff employees shall be based on hours worked, determined in accordance with clause 4.4.
- 7.6.3 In addition to the rate prescribed in 7.6.2, the following salary payment shall be payable in lieu of annual leave, annual leave loading, personal leave and public holidays:
- (a) 28% for all ordinary hours worked.

## PART 8 - CONDITIONS SPECIFIC TO FAMILY GROUP HOME SUPERVISION SERVICES STAFF

## 8.1 Family Group Home Supervision Services Staff Definition

'Family Group Home Supervision Services Staff' will mean any staff employed in the Family Group Home and are responsible for the supervision, the educational, recreational and personal general welfare of students in the Family Group Home.

# 8.2 Classification of Family Group Home Supervision Staff

- 8.2.1 All Family Group Home Supervision Services employees will be classified by the Tiwi Education Board Inc and/or the Principal and will be placed on the salary rate level commensurate with their skills and experience.
- 8.2.2 Family Group Home Supervision Staff employed at Tiwi College at the execution of this Agreement will be placed on the salary rate commensurate with the number of years of service at Tiwi College.
- 8.2.3 All Family Group Home Supervision Staff will progress to the next increment on the completion of twelve (12) months continuous service, or full-time equivalent.

- 8.2.4 The Family Group Home Supervision Services Staff salary rates are contained within Schedule 1 of this Agreement and the Family Group Home Supervision Services Staff Classifications are contained within Schedule 2 of this Agreement.
- 8.2.5 The Tiwi Education Board Inc will notify the employee in writing of their classification and salary rate.
- 8.2.6 **Reclassification**. If, after successful completion of probation and any time later, a General Staff employee or the Tiwi Education Board or Principal considers that the skills and responsibilities as required by the employer for a position have substantially altered or no longer reflect the classification as determined above, a review of the classification applicable to the position is to be undertaken and an appropriate classification determined.

An application for reclassification by an employee shall be:

- (a) in writing;
- (b) accompanied by a most recent agreed job description; and
- (c) detail the reasons for the request for reclassification.

Where reclassification is identified by the Tiwi Education Board or Principal this is to be done in consultation with the employee in accordance with clause 3.2.

Except in exceptional circumstances such as a significant change in the skill and/or responsibility required for a position, or a change in the conditions under which the work is performed, no employee shall be permitted to seek a reclassification of their position on more than one occasion in a 12-month period.

Where a disagreement arises as to the outcome of a classification review, it will be dealt with under the dispute resolution process contained in clause 3.4 of this Agreement.

## 8.3 Salary

Family Group Home Supervision Staff will be paid a twelve (12) month salary in accordance with Schedule 1 of this Agreement.

## 8.4. Ordinary Hours of Work

- 8.4.1 Family Group Home Supervision Staff will be required to work the equivalent of forty-three (43) weeks per year at 38 hours per week as ordinary time (that is a total of 1634 hours). This is the equivalent to being entitled to nine (9) weeks of Annual Leave (inclusive of any public holidays). This additional leave is to compensate for the extended and irregular hours of work including evenings, meetings, etc.
- 8.4.2 The ordinary hours of work are averaged over a twelve (12) month period.
- 8.4.3 Family Group Home Supervision Staff will be required to work the hours during forty (40) weeks of term time and during non-term weeks as determined by the Principal. Family Group Home Supervision Staff may work up to an average of 40.85 hours per week for forty (40) weeks as ordinary hours of work.
- 8.4.4 Ordinary hours of work does not include eight (8) hours per night of sleeping time.

# 8.5 First Aid Certificate

- 8.5.1 All Family Group Home Supervision Services employees are required to have a current First Aid Certificate.
- 8.5.2 The Tiwi Education Board will provide opportunities for Family Group Home Supervision Services employees to attain a First Aid Certificate.

# PART 9 – DECLARATIONS & SIGNATORIES

Signed for and on behalf of Tiwi Education Board Inc.

ABN 33 479 809 020	(Signature)
-	(Full Name)
Tiwi Education Board	(Position)
Lot 2162 Armidale Street STUART PARK NT 0820	
	(Date)
In the presence of -	(Signature)
-	(Full Name)
-	(Position)
Signed for and on behalf of the Independent Education Union of Australia – Queensland and Northern Territory Branch	
ABN 74 662 601 045	(Signature)
346 Turbot Street SPRING HILL QLD 4000	(Full Name)
-	(Position)
-	(Date)
In the presence of -	(Signature)
-	(Full Name)
-	(Position)

# **SCHEDULE 1 – SALARIES**

Classroom Teacher	<u>2016 (3%)</u>	<u>2017 (3%)</u>	<u>2018 (2.5%)</u>	<u>2019 (2.5%)</u>
CT1	\$67,766.79	\$69,799.79	\$71,544.79	\$73,333.41
CT2	\$71,443.89	\$73,587.21	\$75,426.89	\$77,312.56
CT3	\$75,120.99	\$77,374.62	\$79,308.99	\$81,291.71
CT4	\$78,798.09	\$81,162.03	\$83,191.08	\$85,270.86
CT5	\$82,475.19	\$84,949.45	\$87,073.18	\$89,250.01
CT6	\$86,152.29	\$88,736.86	\$90,955.28	\$93,229.16
CT7	\$89,829.39	\$92,524.27	\$94,837.38	\$97,208.31
CT8	\$93,506.49	\$96,311.68	\$98,719.48	\$101,187.46
CT9	\$97,187.71	\$100,103.34	\$102,605.92	\$105,171.07

Note: Classification levels CT5 and CT6 are highlighted to show that progression from CT5 to CT6 is by assessment based on professional knowledge and skill per clause 6.4.

# **Non-Teaching Staff Salary Rates**

General Staff	<u>2016 (3%)</u>	<u>2017 (3%)</u>	<u>2018 (2.5%)</u>	<u>2019 (2.5%)</u>
1.1	\$38,112.06	\$39,255.42	\$40,236.81	\$41,242.73
1.2	\$38,866.02	\$40,032.00	\$41,032.80	\$42,058.62
1.3	\$39,585.99	\$40,773.57	\$41,792.91	\$42,837.73
1.4	\$40,604.66	\$41,822.80	\$42,868.37	\$43,940.08
1.5	\$41,223.69	\$42,460.40	\$43,521.91	\$44,609.96
2.1	\$41,342.14	\$42,582.40	\$43,646.96	\$44,738.14
2.2	\$42,632.73	\$43,911.71	\$45,009.50	\$46,134.74
2.3	\$44,123.14	\$45,446.83	\$46,583.01	\$47,747.58
2.4	\$45,667.11	\$47,037.12	\$48,213.05	\$49,418.38
2.5	\$47,265.67	\$48,683.64	\$49,900.73	\$51,148.25
3.1	\$47,624.11	\$49,052.83	\$50,279.15	\$51,536.13
3.2	\$48,200.91	\$49,646.94	\$50,888.11	\$52,160.31
3.3	\$48,994.01	\$50,463.83	\$51,725.43	\$53,018.56

<u>General Staff (cont'd)</u>	<u>2016 (3%)</u>	<u>2017 (3%)</u>	<u>2018 (2.5%)</u>	<u>2019 (2.5%)</u>
4.1	\$49,088.77	\$50,561.43	\$51,825.47	\$53,121.11
4.2	\$49,881.87	\$51,378.33	\$52,662.78	\$53,979.35
4.3	\$50,462.79	\$51,976.67	\$53,276.09	\$54,607.99
5.1	\$50,487.51	\$52,002.14	\$53,302.19	\$54,634.74
5.2	\$51,257.95	\$52,795.69	\$54,115.58	\$55,468.47
5.3	\$53,306.62	\$54,905.82	\$56,278.46	\$57,685.43
6.1	\$53,553.82	\$55,160.43	\$56,539.45	\$57,952.93
6.2	\$57,189.72	\$58,905.41	\$60,378.05	\$61,887.50
6.3	\$62,637.39	\$64,516.51	\$66,129.42	\$67,782.66
<u>Family Group Home Parent</u>	<u>2016 (3%)</u>	<u>2017 (3%)</u>	<u>2018 (2.5%)</u>	<u>2019 (2.5%)</u>
Family Group Home Parent 1.1	<u>2016 (3%)</u> \$43,941.86	<u>2017 (3%)</u> \$45,260.12	<u>2018 (2.5%)</u> \$46,391.62	<u>2019 (2.5%)</u> \$47,551.41
1.1	\$43,941.86	\$45,260.12	\$46,391.62	\$47,551.41
1.1 1.2	\$43,941.86 \$44,739.08	\$45,260.12 \$46,081.25	\$46,391.62 \$47,233.28	\$47,551.41 \$48,414.12
1.1 1.2 1.3	\$43,941.86 \$44,739.08 \$46,436.52	\$45,260.12 \$46,081.25 \$47,829.62	\$46,391.62 \$47,233.28 \$49,025.36	\$47,551.41 \$48,414.12 \$50,250.99
1.1 1.2 1.3 1.4 1.5	\$43,941.86 \$44,739.08 \$46,436.52 \$48,706.64	\$45,260.12 \$46,081.25 \$47,829.62 \$50,167.84	\$46,391.62 \$47,233.28 \$49,025.36 \$51,422.04	\$47,551.41 \$48,414.12 \$50,250.99 \$52,707.59
1.1 1.2 1.3 1.4	\$43,941.86 \$44,739.08 \$46,436.52 \$48,706.64	\$45,260.12 \$46,081.25 \$47,829.62 \$50,167.84	\$46,391.62 \$47,233.28 \$49,025.36 \$51,422.04	\$47,551.41 \$48,414.12 \$50,250.99 \$52,707.59
1.1           1.2           1.3           1.4           1.5           Family Group Homes           Coordinator	\$43,941.86 \$44,739.08 \$46,436.52 \$48,706.64 \$50,293.87	\$45,260.12 \$46,081.25 \$47,829.62 \$50,167.84 \$51,802.69	\$46,391.62 \$47,233.28 \$49,025.36 \$51,422.04 \$53,097.75	\$47,551.41 \$48,414.12 \$50,250.99 \$52,707.59 \$54,425.20
1.1         1.2         1.3         1.4         1.5         Family Group Homes         Coordinator         2.1	\$43,941.86 \$44,739.08 \$46,436.52 \$48,706.64 \$50,293.87 \$52,707.16	\$45,260.12 \$46,081.25 \$47,829.62 \$50,167.84 \$51,802.69 \$54,288.37	\$46,391.62 \$47,233.28 \$49,025.36 \$51,422.04 \$53,097.75 \$55,645.58	\$47,551.41 \$48,414.12 \$50,250.99 \$52,707.59 \$54,425.20 \$57,036.72
1.1           1.2           1.3           1.4           1.5           Family Group Homes           Coordinator	\$43,941.86 \$44,739.08 \$46,436.52 \$48,706.64 \$50,293.87	\$45,260.12 \$46,081.25 \$47,829.62 \$50,167.84 \$51,802.69	\$46,391.62 \$47,233.28 \$49,025.36 \$51,422.04 \$53,097.75	\$47,551.41 \$48,414.12 \$50,250.99 \$52,707.59 \$54,425.20

# **Junior Employees**

A junior employee appointed at classification level 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of Adult Rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

# SCHEDULE 2 – GENERAL STAFF AND FAMILY GROUP HOME SUPERVISION SERVICES STAFF CLASSIFICATIONS

#### Definitions

## 1 Supervision

- (a) **Close Supervision:** Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
- (b) **Routine Supervision:** Direction is provided on tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to nonstandard circumstances is provided by a supervisor. Checking is selective rather than constant.
- (c) **General Direction:** Direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.
- (d) Broad Direction: Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

#### 2 Qualifications

Within the Australian Qualifications Framework:

- (a) **Year 12:** Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.
- (b) **Trade Certificate:** Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, eg: Certificate III.
- (c) **Post-trade Certificate:** A course of study over and above a trade certificate and less than a Certificate IV.
- (d) **Certificates I and II:** Courses that recognize basic vocational skills and knowledge, without a Year 12 prerequisite.
- (e) **Certificate III:** A course that provides a range of well-developed skills and is comparable to a trade certificate.
- (f) **Certificate IV:** A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.
- (g) **Diploma:** A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

- (h) Advanced Diploma: A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.
- (i) **Degree:** A recognized degree from a higher education institution, often completed in three to four years, and sometimes combined with a one year diploma.
- (j) **Postgraduate Degree:** A recognized postgraduate degree, over and above a degree as defined above.
- **3 NOTE:** Previously recognized qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognized. The above definitions also include equivalent recognized overseas qualifications.

#### 4 Classification Dimensions:

#### (a) **Competency:**

The skills, complexity and responsibility of tasks typically required at each classification level.

#### (b) Judgment, Independence and Problem Solving:

Judgment is the ability to make sound decisions, recognizing the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

#### (c) Level of Supervision:

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

#### (d) Training Level or Qualifications:

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

#### (e) Typical Activities:

Examples of activities typically undertaken by employee in different roles at each of the classification levels. Examples of occupational equivalent positions are provided.

(f) **Occupational Equivalent:** Examples of occupations typically falling within each classification level.

# GENERAL STAFF CLASSIFICATIONS

Employees classified as General staff are those appointed to positions in College Administration Services, Classroom Support Services, College Operation Services and Curriculum/Resources Services.

# 1. Classifications:

# 2. Level 1:

An employee at this level will learn and gain competency in the basic skills required by the employer. In the event that the increased skills/competency are required and utilized by the employer, classification to a higher level within the structure may be possible.

# (a) **Competency:**

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.

# (b) Judgment, Independence and Problem Solving:

The employee follows standard procedures in a predefined order. The employee resolves problems where alternatives for the employee are limited and the required actions is clear or can be referred to a more senior employee.

# (c) Level of Supervision:

Close supervision or, in the case of more experienced employees working alone, routine supervision.

# (d) Training Level or Qualifications:

An employee is not required to have formal qualifications or work experience upon engagement. An employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the College, the College's policies and procedures in relation to the work environment and the employees with whom the employee will be working.

# (e) **Duties may include:**

# i. Classroom Support Services:

- Providing general assistance of a supportive nature to teachers.
- Assisting student learning, either individually or in groups.
- Assist teacher with cultural understandings of students to ensure maximum learning takes place.
- Assist with all routine tasks associated with the collection, preparation tidying and or organizing of classroom materials and resources.
- Assisting with clerical duties associated with normal classroom activities, eg: student records, equipment record, etc.
- Assisting teachers with the care of students on College excursions, sports days and other classroom activities.

# Job Title: Assistant Teacher Level 1

# ii. College Administrative Services:

- Filing as directed, opening and distributing mail.
- Operating routine office equipment, at a basic level, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, calculator, laminator, etc.
- Answer telephone and take messages for others.
- Operating a computer using applications at an introductory level.
- Basic receptionist duties.
- Assist with stocktaking.
- Assist with management of material and equipment.

# Job Title: Office Assistant Level 1

# iii. College Operational Services:

- Perform general laboring tasks requiring limited skills, including moving furniture, equipment and materials and assist trade personnel with manual duties.
- Perform routine maintenance of turf, synthetic, artificial and other play surfaces.
- Undertake elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment.
- Perform gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays.
- Remove cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts.
- Clean, dust and polish in classrooms or other public areas of the College, including the removal of graffiti.
- Prepare and serve morning or afternoon tea, when required.

# Job Title: Cleaner, Hospitality Assistant Level 1, Maintenance Assistant Level 1

# 3. Level 2:

An employee at this level performs work above and beyond the skills of an employee at Level 1.

# (a) **Competency:**

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions is clear. There is a limited complexity of choice of actions required. On occasion, more complex tasks may be performed.

# (b) Judgment, Independence and Problem Solving:

Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

# (c) Level of Supervision:

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where employees are working alone, less direct guidance and some autonomy may be involved.

# (d) Training Level or Qualifications:

Level 2 duties typically require:

- i. A skill level which assumes and requires knowledge, training or experience relevant to the duties being performed.
- ii. Completion of Year 12 without work experience.
- iii. Completion of Certificates I or II with work related experience; or
- iv. An equivalent combination of experience and training.

# (e) **Duties may include:**

# i. Classroom Support Services:

- Provide assistance to the classroom teacher with the planning of programs.
- Provide assistance to the classroom teacher with the management of student behavior management.
- Assist developmentally appropriate student learning, either individually or in groups.
- Assist with the collection, preparation and distribution of classroom materials.
- Assist with clerical duties associated with normal class activities (eg: maintain or record student assessment results, maintain equipment records, etc).
- Assist teachers with the care of students on College excursions, sporting activities and other classroom activities.

# Job Title: Assistant Teacher Level 2

# ii. College Administrative Services:

- Operate telephone system at a basic level.
- Data entry and basic word processing, including updating records in database and retrieval using standard reports.
- Perform stocktakes where basic technical knowledge or expertise is required.
- Respond to enquiries, take messages or refer them to staff in accordance with set procedures.

# Job Title: Office Assistant Level 2

# iii. College Operational Services:

- Perform non-cooking duties in the kitchen including the assembly, preparation and measurement of food items, clean and tidy the kitchen and its equipment, including washing up.
- Operate, maintain and adjust turf machinery.
- Clean and inspect machinery, reporting any problems to the Maintenance Manager.
- Apply fertilizers, fungicides, herbicides and insecticides under general supervision.
- Perform a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.
- Drive a bus with a carrying capacity of 25 or more passengers.

# Job Title: Hospitality Assistant Level 2, Maintenance Assistant Level 2

# iv. Curriculum/Resources Services:

- Perform a range of basic library transactions, including loans, returns, reserves, simple searches, bookings, etc.
- Basic operation of AV/ICT resources at an introductory level.
- Shelve resources.
- Tidy shelves.
- Cover books.

## Job Title: Assistant Librarian Level 1

#### 4. Level 3:

An employee at this level performs work above and beyond the skills of an employee at Level 2.

#### (a) **Competency:**

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There is a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organization, services, actions and achieving outcomes within time constraints.

#### (b) Judgment, Independence and Problem Solving:

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

# (c) Level of Supervision:

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.

# (d) Training Level or Qualifications:

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- i. Completion of a trades certificate or Certificate III;
- ii. Completion of Year 12 or a Certificate II, with relevant work experience; or
- iii. An equivalent combination of relevant experience and/or education training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

#### (e) Duties may include:

#### i. Classroom Support Services:

- Assist with the collection, preparation and distribution of classroom materials.
- Assist with clerical duties associated with normal class activities (eg: maintain or record student test results, consent forms, maintain equipment records, etc).

- Assist teachers with care of students on school excursions, sports days and other classroom activities (eg: setting up of equipment).
- Assist with student learning activities, either individually or in groups, using prepared and structured programs.
- Assist teachers with the implementation of learning programs.

# Job Title: Assistant Teacher Level 3

# ii. College Administrative Services:

- Carry out a wide range of secretarial and clerical duties at an intermediate level, including word processing, maintaining email and computerized records, shorthand, filing to office policy, maintaining record and record systems.
- Use an 'office suite' and other applications at an intermediate level, including student reporting systems for external agencies.
- Provide administrative support to College Executive including diary systems, itineraries, appointments, routine correspondence, travel and accommodation bookings.
- Provide meeting support including prepare agendas from material provided, assemble documentation and distribute minutes.
- Mass production of printed material and documents including copy, collating, stapling, binding, folding and cutting.
- Operate office equipment at an intermediate level including computer, telephone system, photocopier, printer, facsimile, binding and scanner.
- College reception duties and referring inquiries to staff.

# Job Title: Office Assistant Level 3

# iii. College Operational Services:

- Performing general maintenance work, repairs and renovations which may include the use of accredited trade skills in areas such as carpentry, plumbing, painting welding or electrical services.
- Be responsible for the creation and maintenance of garden or sports grounds which may include the use of accredited trade skills in areas such as horticulture and landscape gardening.
- Perform cooking duties.
- Prepare turf, synthetic, artificial and other srfaces for play.
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager.
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports.
- Responsibility for the security and basic maintenance of College property.

# Job Title: Maintenance Assistant Level 3

# iv. Curriculum/Resources Services:

- Maintain circulation desk.
- Advise students and staff in basic use of library systems and equipment (eg: photocopier, AV equipment).

- Prepare and set up displays.
- Basic reference advice to staff/students.
- Under supervision, delete old material.
- Assist with labeling, storage, stocktaking, ordering of equipment and materials.
- Under direction, assist teaching staff to take story time.
- Assist with supervision of students in the library where some discretion and judgement are involved.
- Assist in evaluation and selecting equipment and supplies.
- Produce resource material.
- Demonstrate audio-visual, computer and other technical skills to students and teachers.
- Provide technical assistance and advice.
- Preparing teaching aids.

#### Job Title: Assistant Librarian Level 2

## 5. Level 4:

An employee at this level performs work above and beyond the skills of an employee at Level 3.

#### (a) **Competency:**

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of roles and tasks in a variety of contexts. There is complexity in the ranges and choices of actions required. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and others in planning, selection of equipment, work organization, services, actions and achieving outcomes within time constraints.

#### (b) Judgment, Independence and Problem Solving:

Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range personnel and functions.

# (c) Level of Supervision:

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or coordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.

#### (d) Training Level or Qualifications:

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- i. Completion of a diploma level qualification with relevant work related experience;
- ii. Completion of Certificate IV, with relevant work experience; or

- iii. Completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- iv. Completion of Certificate III with extensive relevant work experience;
- v. An equivalent combination of relevant experience and/or education training.

# (e) **Duties may include:**

# i. Curriculum/Resources Services:

- Providing technical assistance.
- Preparing descriptive cataloguing for library materials.
- Supervising the operation of circulation systems.
- Answering reference and information inquiries, other than ready reference.
- Assisting in the evaluating and selecting equipment and supplies.
- Providing guidance in the use of information systems.
- Producing resource materials, eg; multi-media kits, video and film clips.
- Teaching audio-visual, computer and other technical skills to students and teachers.
- Searching and verifying bibliographical data where some judgment and discretion are involved.
- Producing, displaying and/or publicizing materials.
- Assisting students and employees to access information and to use equipment in the library, laboratory or a technology centre where some discretion and judgment are involved.
- Assisting with supervision of students of students in the library where some discretion and judgment are involved.

# Job Title: Assistant Librarian Level 3

# ii. College Administrative Services:

- Review and finalise reports for external agencies this will require knowledge of the requirements and procedures of those agencies (eg: NAPLAN, Census Reports).
- Provide a high level of administrative support to College Executive that may include, minute taking, organizing appointments and diaries, managing phone calls, establishing and maintaining filing systems, answering standard correspondence, preparing papers, briefing notes, or other written material, from verbal or rough handwritten instructions, student enrolment and family liaison.

# Job Title: Office Assistant Level 4

# iii. College Operational Services:

- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance.
- Deputizing for the manager if absent, including undertaking all duties.

# Job Title: Maintenance Assistant Level 4

# 6. Level 5:

An employee at this level performs work above and beyond the skills of an employee at Level 4.

# (a) **Competency:**

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organization for self and/or others.

# (b) Judgment, Independence and Problem Solving:

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for coordinating a team to provide an administrative service.

# (c) Level of Supervision:

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.

# (d) Training Level or Qualifications:

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- i. Completion of a degree without subsequent relevant work experience;
- ii. Completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- iii. Completion of a diploma qualification and at least two years' subsequent relevant work experience;
- iv. Completion of a Certificate IV and extensive relevant work experience;
- v. Completion if a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- vi. An equivalent combination of relevant experience and/or education training.

# (e) **Duties may include:**

# i. Curriculum/Resources Services:

- Manage the operation of the College library.
- Provide critical and highly specialized support to significant education programs.
- Make significant contributions to the development of technical and operational procedures.
- Train staff and students in the use if the automated library system.
- Identify and correct cataloguing and classification errors or anomalies.
- Advise teachers on suitable research techniques.
- Administer the allocation and monitoring of resources in the library.

- Advise the College Executive and staff on policies for the provision of learning resources across the curriculum.
- Audit and maintain library resources and equipment.
- Administer the allocation and monitoring of resources in the library.

# Job Title: Librarian

#### ii. College Administrative Services:

- Design promotional, advertising and marketing materials at an advanced level.
- Provide advice to others requiring knowledge of policies or the interpretation of rules or regulations.
- Contribute to College Executive with the development of policies and procedures.
- Supervise the operation of the College's processes and activities in relation to student enrolment, including learning support, supervision, family liaison and basic pastoral support.
- Prepare correspondence which is complex, original and which initiates or responds to new cases or situations.

# Job Title: Assistant Office Manager

#### 7. Level 6:

An employee at this level performs work above and beyond the skills of an employee at Level 5.

## (a) **Competency:**

- i. Competency at this level involves the development and application of knowledge in a specialised area/s and utilizing a broad range of skills. Competencies applied independently and are substantially non-routine.
- ii. Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
- iii. Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- iv. Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- v. Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and internet policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

# (b) Judgment, Independence and Problem Solving:

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

# (c) Level of Supervision:

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general employees. Supervision is present to review established objectives.

# (d) Training Level or Qualifications:

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- i. A degree with subsequent relevant experience.
- ii. Extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- iii. An equivalent combination of relevant experience and/or education/training.

# (e) Typical Activities:

# i. College Administrative Services:

- Operating and being responsible for a structurally and/or operationally defined section.
- Providing professional advice to students and employees on the employee's area of expertise.
- Responsibility for professional development of other employees.
- Contributing to operational and strategic planning in the area of responsibility.

# Job Title: Assistant Office Manager Level 2

# 8. Level 7:

An employee at this level performs work above and beyond the skills of an employee at Level 6.

# (a) **Competency:**

- i. Within constraints set by management, employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- ii. An employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the employee may be a recognized authority in a specialised area.

# (b) Judgment, Independence and Problem Solving:

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

# (c) Level of Supervision:

Broad direction. May manage other employees including general employees.

# (d) Training Level or Qualifications:

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- i. A degree with at least four years of subsequent relevant experience;
- ii. Extensive experience and management expertise in technical or administrative fields; or
- iii. An equivalent combination of relevant experience and/or education/training.

# (e) Duties may include:

# i. College Administrative Services:

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the College Executive, the Tiwi Education Board and/or outside bodies.
- Preparing government and statutory authority returns for authorization.
- Manage student enrolments and related data.
- Oversee administration of flights to Pickertaramoor related to College operations.
- Liaise with the Business Manager regarding matters pertaining to College operations.
- Oversee and record use of College vehicles.
- Manage staff timesheet procedures.

Job Title: Office Manager

# ii. College Operational Services:

- Develop an annual work program for all outdoor employees that incorporates both future development and continued maintenance.
- Be responsible for the operation and maintenance of all equipment.
- Be responsible for managing occupational health and safety for outdoor employees.
- Be responsible for ensuring compliance with all relevant administrative systems.

Job Title: Maintenance Manager

# FAMILY GROUP HOME SUPERVISION SERVICES CLASSIFICATIONS

#### **Family Group Home Parent:**

#### **Competency:**

Competency involves application of knowledge with depth in some areas and a broad range of skills. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organization, services, actions and achieving outcomes within time constraints.

#### Judgment, Independence and Problem Solving:

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

#### Supervision:

Routine supervision, with some general direction. A Family Group Home Parent will be working semiautonomously.

#### **Training Level or Qualifications:**

A Family Group Home Parent carries out duties that typically require a skill level equivalent to:

- i. Completion of Certificate III;
- ii. Completion of Year 12 or a Certificate II, with relevant work experience; or
- iii. An equivalent combination of relevant experience and/or education training.

# **Typical Activities:**

A Family Group Home Parent's duties include: (NB: A full list of responsibilities and duties is outlined in the Family Group Home Parent category in the Job Description Handbook).

- Responsibility for the provision of supervision and care for students allocated to the Family Group Home;
- Managing household finances within the allocated budget;
- Control and responsibility for overseeing the preparation of meals and the purchasing of food and other items;
- Responsibility for accessing medical and dental services for students;
- Providing first aid assistance;
- Responsibility for the preparation of students for school each day;
- Assisting in the management of homework tutorials;
- Assisting in the coordination and implementation of recreation and life-skills programs;
- Liaising with the Family Group Homes Coordinator and/or Principal.

#### **Family Group Homes Coordinator:**

#### **Competency:**

Competency involves self-directed application of knowledge with a substantial depth in some areas. A range of skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally

used independently and both routinely and non-routinely. Discretion and judgment are required in planning and work organization for self and/or others.

## Judgment, Independence and Problem Solving:

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for coordinating a team to provide an administrative service.

## Supervision:

Routine supervision to general direction. Will work closely with the Family Group Home Parents.

# **Training Level or Qualifications:**

A Family Group Homes Coordinator carries out duties that typically require as skill level which assumes and requires knowledge or training equivalent to:

- i. Completion of a degree without subsequent relevant work experience;
- ii. Completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- iii. Completion of a diploma qualification and at least two years' subsequent relevant work experience;
- iv. Completion of a Certificate IV and extensive relevant work experience;
- v. An equivalent combination of relevant experience and/or education training.

#### **Typical Activities:**

A Family Group Homes Coordinator's duties include: (NB: A full list of responsibilities and duties is outlined in the Family Group Homes Coordinator category in the Job Description Handbook).

- Overseeing the operation of the Family Group Homes;
- Consultation with relevant staff to formulate, implement and articulate policies and procedures related the Family Group Homes program;
- Providing assistance to the Family Group Home Parents to develop and maintain relationship-based care of students;
- Oversee the implementation of the child safety and protection policy;
- Managing the collation and maintenance of required information on students;
- Oversee the budgets of the Family Group Homes;
- Oversee the maintenance program of the Family Group Homes;
- Responsibility for the recruitment, selection, induction, performance appraisal, training and professional development of Family Group House Parents, relief staff and tutors, in consultation with the Principal.