

CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by NSW Department of Education.

(Case No. 342993 of 2021)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner Webster

25 November 2022

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2. Dictionary

- 2.1 "Aboriginal Student Liaison Officer" means a person or teacher who has been temporarily appointed to the position of Aboriginal student liaison officer.
- 2.2 "Accredited" means a teacher who has demonstrated the Professional Teaching Standards at the level of Proficient, Highly Accomplished or Lead and has been accredited as such by a Teacher Accreditation Authority.
- 2.3 "Alternate Period" means a period taught by a teacher being a period other than a period which the teacher is normally timetabled to teach and where the need for the period to be taught arises from the absence from duty on leave of another teacher.
- 2.4 "Assistant Principal" means a teacher who is appointed as such to assist a principal of a school in the management of the school.
- 2.5 "Associate Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school, other than P1-P5, where the school has been linked to a larger school in reasonable proximity and the administrative workload of the Associate Principal has been reduced.

- 2.6 "Australian Professional Standards for Teachers" means the seven Standards which outline what teachers should know and be able to do prescribed by the Australian Institute for Teaching and School Leadership as attached at Schedule 13.
- 2.7 "Authority" means the NSW Education Standards Authority to oversee accreditation and recognition of a teacher's professional capacity against the Australian Professional Standards under the Teacher Accreditation Act.
- 2.8 "Band 1 salary" means the salary which applies to teachers who have undertaken an approved initial teacher education program and met the Australian Professional Standards for Teachers at the Graduate level. It is mandatory for new teachers to be provisionally or conditionally accredited at Graduate teacher level to be approved for teaching in NSW.
- 2.9 "Band 2 salary" means the salaries which apply to teachers who are accredited at the level of Proficient. A Band 2 teacher has demonstrated the Australian Professional Standards for Teachers at the Proficient level and has been accredited as such by a Teacher Accreditation Authority.
- 2.10 "Band 3 salary" means the salary which applies to teachers who are accredited at the level of Highly Accomplished or Lead. A Band 3 teacher has demonstrated the Australian Professional Standards for Teachers at the Highly Accomplished or Lead level and has been accredited as such by a Teacher Accreditation Authority.
- 2.11 "Casual Teacher" means a teacher engaged, other than at the Secondary College of Languages, on an hourly or daily rate of pay in the Teaching Service.
- 2.12 "Conditionally accredited" means a teacher who has been conditionally accredited at the Graduate level who may have a degree or is in the process of obtaining further education or subject qualifications.
- 2.13 "Core Hours" means the normal daily hours of operation of a school during which classes are conducted and in a high or central school includes a daily core timetable of eight periods, or the time equivalent.
- 2.14 "Degree" means a course of study in a higher education institution leading to a degree as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.15 "Department" means the Department of Education.
- 2.16 "Deputy Principal" means a teacher appointed as such who is the deputy to the principal in a school and who acts as substitute in the absence of the principal, and is required to assist generally in the management of the school and, as required, in the special duties of the principal.
- 2.17 "Diploma" means a course of study in a higher education institution leading to a diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.18 "Distance Education Centre" means a school established to provide full time or part time programs of secondary or primary courses to students who cannot normally attend on a daily basis. Provided that distance education centres can be either stand alone schools or centres attached and integrated into an existing school.
- 2.19 "District Guidance Officer" means an officer appointed as such in a group of schools who is responsible to the Secretary or nominee for the guidance service within that group of schools.
- 2.20 "Education Officer" means an officer appointed as such, provided that for appointment the officer must have an appropriate degree from a higher education institution or other qualifications and experience which the Secretary determines as satisfying requirements.
- 2.21 "Educational Paraprofessional" means a person or officer employed permanently or temporarily under the provisions of the Teaching Service Act to work under the guidance of a teacher in the classroom.

- 2.22 "Employee" means a person employed in a classification covered by this award by the Secretary or delegate under the provisions of the Teaching Service Act on a permanent or temporary basis.
- 2.23 "Environmental Education Centre" means a teaching and learning facility operated by the Department which students attend to participate in educational programs relevant to all primary and secondary key learning areas and/or to receive specific instruction in field work, and which provides support to schools in implementing environmental education.
- 2.24 "Equivalent" when referring to qualifications means those qualifications deemed by the Secretary to be equivalent to specified qualifications.
- 2.25 "Executive Principal, Connected Communities" means a person or officer employed temporarily under the provisions of the *Teaching Service Act* 1980 to lead the schools selected by the Department to participate in the Connected Communities strategy for the period of the operation of that strategy.
- 2.26 "Executive Director Connected Communities" means a person who is responsible for leadership and implementation of the Connected Communities strategy in the Department.
- 2.27 "Federation" means the Australian Education Union NSW Teachers Federation Branch.
- 2.28 "General Secretary" means the General Secretary of the Australian Education Union NSW Teachers Federation Branch.
- 2.29 "Graduate" means a person who has obtained a degree from a higher education institution or possesses qualifications determined by the Secretary to be equivalent to such a degree.
- 2.30 "Graduate Diploma" means a course of study in a higher education institution leading to a graduate diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.31 "Head Teacher" means a teacher who is appointed as such in a high school, distance education centre or central school, and is responsible to the principal for the program of work in a designated subject or learning area and the coordination of the work of classes in that area. The head teacher also exercises supervision over and gives advice and direction, when necessary, to other teachers in the subject or learning area in addition to their teaching duties. Provided that head teachers may be appointed with specific designated responsibilities, including:
- 2.31.1 Head teacher (female students) advises female school students and promotes their interests in a high school or a secondary department of a central school where the enrolment of female school students in the school or department exceeds 500.
- 2.31.2 Head teacher (welfare) assists the principal and or deputy principal in the area of student welfare. Head teacher (welfare) includes head teacher (welfare) - residential agricultural high schools.
- 2.31.3 Head teacher (administration) is responsible for assigned duties associated with the general administration of the school.
- 2.32 "Higher Education Institution" means a university or other tertiary institution recognised by the Secretary which offers degrees, diplomas or teacher education courses.
- 2.33 "Home School Liaison Officer" means a person or teacher who has been temporarily appointed to the position of home school liaison officer.
- 2.34 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the *Industrial Relations Act* 1996.
- 2.35 "In Lieu of Duties" means duties undertaken by a teacher for a teacher absent from the classroom on duty elsewhere or performing other duties when that teacher is relieved of part of their regular face to face teaching load through variations in school organisation.

- 2.36 "Leader, Psychology Practice" means a person appointed to lead a team of Senior Psychologists, Education to implement professional practices consistent with the standards of the Department and the Psychology Board of Australia. The Leader, Psychology Practice develops and implements strategies to enhance psychology services in schools, including professional development and support for the school counselling workforce.
- 2.37 "Network" means a group of principals with a Director Educational Leadership.
- 2.38 "Non-school based teacher" means a person or officer who is employed in a full time or part time position, either temporarily or permanently, under the provisions of the Teaching Service Act and the Teacher Accreditation Act, in the classification of Senior Education Officer Class 1, Senior Education Officer Class 2 or Principal Education Officer.
- 2.39 "Officer" means and includes all persons permanently employed in the Teaching Service under the provisions of the Teaching Service Act and who, on the date of commencement of the award, were occupying one of the positions covered by the award or who, after that date, are appointed to one of these positions.
- 2.40 "Parties" means the Department and the Federation.
- 2.41 "Performance and development process" is an annual process for the continuous development of a skilled and effective workforce, which includes an annual performance and development plan.
- 2.42 "Period" means, in a high or central school, a 40 minute teaching period.
- 2.43 "Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school and all departments in a school. A principal does not include a teacher in charge of a school.
- 2.44 "Professional Practice Framework" means the core capabilities which outline what school counsellors should know and be able to do to guide their professional practice as a psychologist.
- 2.45 "Provisionally accredited" means a teacher who has been provisionally accredited at the Graduate level who has successfully completed an initial teacher education program endorsed by the Board.
- 2.46 "Psychology Board" means the Psychology Board of Australia or successor organisation.
- 2.47 "Purpose of Funding for the Principal Classification" means the funding model consisting of a base student allocation, equity loadings and targeted (individual student) funding. The amount of funding allocated to a school determines the level of school complexity.
- 2.48 "Residential Agricultural High School" means a school classified as such by the Secretary.
- 2.49 "School" means a Department school or other centre, where instruction is provided by the Department, excluding an institute and including any place designated as part of, or as an annex to, such school.
- 2.50 "School Counsellor" means a teacher with an equivalent of four years training and a major in psychology who has responsibility for providing schools with advice and support in matters relating to student academic and personal development, welfare and discipline and provides psychological and other testing as required.
- 2.51 "Schools for Specific Purposes" (SSPs) for the purpose of the award are schools which are classified as such by the Secretary and are established under the *Education Act* 1990 to provide education for students with disabilities as listed in subclause 2.61.
- 2.52 "Secretary" means the Secretary, Department of Education.

- 2.53 "Senior Psychologist, Education" means an officer appointed to provide professional leadership and clinical supervision to a school counselling team and who has a leadership role as part of the networked specialist centres.
- 2.54 "Service" means continuous service, unless otherwise specified in the award.
- 2.55 "Supervisor of Female Students" means a female teacher appointed as such to advise female students and to promote their interests in a high school or secondary department of a central school where the school or department does not qualify for the appointment of a head teacher (female students).
- 2.56 "Teacher" means a person or officer employed permanently or temporarily in a full time or part time teaching position, other than at the Secondary College of Languages, under the provisions of the Teaching Service Act and appointed to a school. Unless otherwise specified in the award, a teacher will include a school teacher in training.
- 2.57 "Teacher Accreditation Act" means the *Teacher Accreditation Act 2004*.
- 2.58 "Teacher Accreditation Authority" means the person or body delegated by the Secretary of the Department of Education under the Teacher Accreditation Act to accredit in government schools.
- 2.59 "Teacher in Charge (Schools)" means a teacher in charge of a centre not designated as a school determined by the Secretary where a principal is not appointed.
- 2.60 "Teacher in Charge of Residential Supervision of Agricultural High Schools" means a teacher selected by the principal to be responsible for the supervision and administration of additional duties relating to school student residence in residential agricultural high schools.
- 2.61 "Teachers of Students with Disabilities" means school teachers appointed to schools for specific purposes, or support classes in primary or high schools established to provide education for students with disabilities and including appointments as itinerant support teacher, as follows:
- 2.61.1 students with: mild intellectual disabilities (IM); moderate intellectual disabilities (IO); severe intellectual disabilities (IS); behaviour disorders (BD); emotional disabilities (ED); hearing impairments (H); language disabilities (L); physical disabilities (P); severe reading (R), vision impairments (V); and
- 2.61.2 students in: an early childhood intervention program (EC); hospital schools, Royal Far West School, Stewart House (W); and community care programs (CT).
- 2.62 "Teaching Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school, other than P1-P5, whose duties include classroom teaching.
- 2.63 "Teaching Service Act" means the *Teaching Service Act 1980*.
- 2.64 "Temporary Teacher" means a person employed, other than at the Secondary College of Languages, in one engagement full time for four weeks or more or in one engagement for one to four days per week for two terms or more.
- 2.65 "Temporary Employee" means and includes all persons employed on a temporary basis, other than on a casual or part time casual basis under the Teaching Service Act.
- 2.66 "Trained Teacher" means a teacher who has satisfactorily completed a prescribed course of training at a higher education institution, or such other course or courses which the Secretary determines as satisfying requirements for classification as a teacher.
- 2.67 "Year Adviser" means a teacher appointed to assist Year 7-12 students in every high school or every central school which has a secondary department.

- 2.68 "Year 12 Relieving Period" means a relieving period required to be undertaken by a teacher when that school teacher has been relieved of their timetabled Year 12 face to face teaching duties after Year 12 students leave school to sit for the Higher School Certificate Examination in Term 4 of each year.

3. Salaries

Teachers

- 3.1 Salaries and rates of pay for teachers and teachers at the Secondary College of Languages, education officers, home school liaison officers, Aboriginal student liaison officers and counsellors will be paid in accordance with this clause and Schedules 1A, 1B, 1C, 4, 5, and 12. In addition to the salary increase of 2.04% already paid by way of variation published 11 March 2022 (391 I.G. 746), from the first full pay period on or after 1 January 2022, salaries under these schedules will be increased by:

3.1.1 0.25% from the first pay period commencing on or after 1 July 2022; and

3.1.2 2.53% from the first pay period commencing on or after 1 January 2023.

Principals

- 3.2 Salaries and rates of pay for principals will be paid in accordance with this clause and Schedules 2A and 2B. In addition to the salary increase of 2.04% already paid by way of variation published 11 March 2022 (391 I.G. 746), from the first full pay period on or after 1 January 2022, salaries under these schedules will be increased by:

3.2.1 0.25% from the first pay period commencing on or after 1 July 2022; and

3.2.2 2.53% from the first pay period commencing on or after 1 January 2023.

Other Promotions Classifications in the Teaching Service

- 3.3 Salaries and rates of pay for the officers and temporary employees will be paid in accordance with this clause and Schedule 3. In addition to the salary increase of 2.04% already paid by way of variation published 11 March 2022 (391 I.G. 746), from the first full pay period on or after 1 January 2022, salaries under these schedules will be increased by:

3.3.1 0.25% from the first pay period commencing on or after 1 July 2022; and

3.3.2 2.53% from the first pay period commencing on or after 1 January 2023.

Allowances

- 3.4 In addition to the increase to allowances of 2.04% already paid by way of variation published 11 March 2022 (391 I.G. 746), from the first full pay period on or after 1 January 2022, allowances under this award will be increased by:

3.4.1 0.25% from the first pay period commencing on or after 1 July 2022; and

3.4.2 2.53% from the first pay period commencing on or after 1 January 2023.

Teachers

- 3.5 The rates of pay for teachers will be in accordance with the teacher's level of accreditation on commencement of employment.

3.5.1 A teacher with accreditation at Graduate will commence on the Band 1 salary.

3.5.2 A teacher with accreditation at Proficient will commence on the Band 2 salary.

3.5.3 A teacher with accreditation at Highly Accomplished/Lead will commence on the Band 3 salary.

The salary bands are as follows.

Band 1	(Graduate)
Band 2	(Proficient)
Band 2	(Proficient) Band 2.1
Band 2	(Proficient) Band 2.2
Band 2	(Proficient) Band 2.3
Band 3	(Highly Accomplished/Lead)

- 3.6 Salary progression from Band 1 to Band 2 will take effect from the first full pay period after confirmation of proficient accreditation by the Teacher Accreditation Authority for teachers who have been employed for a minimum of two years full time and subject to the officer's satisfactory performance of their duties and demonstrating continued efficiency in teaching practice via an annual performance and development process. For those teachers who have confirmation of accreditation at Proficient but do not have two years full time service, progression from Band 1 to Band 2 will take effect from the first full pay period after the completion of two years of full time service.
- 3.7 Salary progression from Band 2.0 to 2.1 will take effect from the first full pay period after the completion of two years full time service at Band 2.0 for those teachers who continue to meet the requirements of proficient accreditation, including maintenance and subject to the officer's satisfactory performance of their duties and demonstrating continued efficiency in teaching practice via an annual performance and development process.
- 3.8 Salary progression from Band 2.1 to 2.2 and from 2.2 to 2.3 will take effect from the first full pay period after the completion of one year of full time service for those teachers who continue to meet the requirements of proficient accreditation, including maintenance and subject to the officer's satisfactory performance of their duties and demonstrating continued efficiency in teaching practice via an annual performance and development process.
- 3.9 Salary progression from Band 2.3 to Band 3 will take effect from the first full pay period after confirmation of Highly Accomplished/Lead accreditation by the Teacher Accreditation Authority for teachers who have been remunerated at Band 2.3 for a minimum of one year full time and subject to the officer's satisfactory performance of their duties and demonstrating continued efficiency in teaching practice via an annual performance and development process. For those teachers who have confirmation of accreditation at Highly Accomplished/Lead but do not have one year of full time service at Band 2.3, progression from Band 2.3 to Band 3 will take effect from the first full pay period after the completion of one year of full time service at Band 2.3
- 3.10 For the purpose of salary progression, one year of full time service is 203 days.
- 3.11 Payment of salaries under this clause is conditional upon a teacher maintaining the appropriate level of accreditation.
- 3.12 Salaries and rates of pay for teachers will be paid in accordance with subclauses 3.5 to 3.12 and Schedule 1A.

School Counsellors

- 3.13 The rates of pay for school counsellors will be in accordance with the school counsellor's level of registration and or teachers accreditation on commencement of employment.
- 3.13.1 A school counsellor with eligibility for registration with the Psychology Board will commence on the Band 1 salary.
- 3.13.2 A school counsellor with established certification against the Professional Practice Framework (PPF) and a minimum of provisional registration with the Psychology Board will commence on the Band 2 salary.

- 3.13.3 A school counsellor with evidence against the PPF, full registration with the Psychology Board and proficient accreditation with NESAs will commence on the Band 3 salary.
- 3.13.4 A school counsellor who is an existing teacher with the Department at the time of commencing employment as a school counsellor will be paid no less than the applicable classroom teacher rate from Schedule 1A, up to a maximum of Band 2.3, on commencement as a school counsellor.

The salary bands are as follows:

Band 1	Eligibility for registration with the Psychology Board
Band 2	Established Certification against the PPF and a minimum of Provisional registration with the Psychology Board.
Band 2	(Established Certification) Band 2.1
Band 2	(Established Certification) Band 2.2
Band 2	(Established Certification) Band 2.3
Band 3	Advanced Certification against the PPF, full registration by the Psychology Board and accreditation at proficient by NESAs.

- 3.14 Salary progression from Band 1 to Band 2 will take effect from the first full pay period after confirmation of established certification against the PPF and a minimum of provisional registration with the Psychology Board for school counsellors who have been employed for a minimum of two years full time and subject to the satisfactory performance of their duties demonstrated via an annual performance and development process. For those school counsellors who have confirmation of established certification against the PPF and a minimum of provisional registration with the Psychology Board but do not have two years full time service, progression from Band 1 to Band 2 will take effect from the first full pay period after the completion of two years of full time service.
- 3.15 Salary progression from Band 2.0 to 2.1 will take effect from the first full pay period after the completion of two years full time service at Band 2.0 for those school counsellors who continue to meet the requirements of registration with the Psychology Board and subject to the satisfactory performance of their duties demonstrated via an annual performance and development process.
- 3.16 Salary progression from Band 2.1 to 2.2 and from 2.2 to 2.3 will take effect from the first full pay period after the completion of one year of full time service for those school counsellors who continue to meet the requirements of registration with the Psychology Board and subject to the satisfactory performance of their duties demonstrated via an annual performance and development process.
- 3.17 Salary progression from Band 2.3 to Band 3 will take effect from the first full pay period after advanced certification against the PPF in accordance with the procedures implemented by the Department, full registration by the Psychology Board and accreditation at proficient or higher by NESAs for school counsellors who have been remunerated at Band 2.3 for a minimum of one year full time and subject to satisfactory performance of their duties demonstrated via an annual performance and development process. For those school counsellors who have advanced certification against the PPF in accordance with the procedures implemented by the Department, full registration by the Psychology Board and accreditation at proficient or higher by NESAs but do not have one year of full time service at Band 2.3, progression from Band 2.3 to Band 3 will take effect from the first full pay period after the completion of one year of full time service at Band 2.3
- 3.18 For the purpose of salary progression, one year of full time service is 203 days.
- 3.19 Payment of salaries under this clause is conditional upon a school counsellor maintaining the appropriate level of registration/certification/accreditation.
- 3.20 Salaries and rates of pay for school counsellors will be paid in accordance with subclauses 3.13 to 3.19 and Schedule 1B.

Education Officers/HSLO/ASLO/ - Salary Scale

- 3.21 Education Officers, Home School Liaison Officers and Aboriginal Student Liaison Officers who are not eligible for standards based remuneration will be remunerated on the salary scale at Schedule 1C. Salaries and rates of pay for EO's/HLSO's/ASLO's will be paid in accordance with subclauses 3.21 to 3.23 and Schedule 1C.
- 3.22 Minimum salaries on commencement of employment and maximum salaries for those classifications remunerated on the salary scale in Schedule at 1C are set out in the table below:

Classification	Minimum starting salary	Maximum salary
Education officers and Aboriginal student liaison officers:		
Non graduates	Step 5	Step 13
Graduates without teacher training	Step 5	Step 13
Graduates with five years of training	Step 6	Step 13

- 3.23 Subject to clause 6, Salary Progression and Maintenance, clause 21, Calculation of Service, officers and temporary employees will progress without change to their incremental date by way of annual increments to Step 13 on the salary scale as set out in Schedule 1C.

Principal Classification Structure

- 3.24 Principals will be classified as follows and paid in accordance with Schedule 2A.
- 3.24.1 Teaching Principal (TP1) or Associate Principal
- 3.24.2 Teaching Principal (TP2) or Associate Principal
- 3.24.3 Principal 1 (P1)
- 3.24.4 Principal 2 (P2)
- 3.24.5 Principal 3 (P3)
- 3.24.6 Principal 4 (P4)
- 3.24.7 Principal 5 (P5)
- 3.25 The rate of pay for a principal will provide for a base principal salary and a complexity loading for principals in the classifications of P2, P3, P4 and P5.
- 3.26 The principal classification in is derived from the school funding allocation as prescribed by the Purpose of Funding for the Principal Classification document.
- 3.27 An annual review of funding thresholds will take place linked to the release of the school funding allocations and from the previous school year.
- 3.28 Base salaries and complexity loadings will be adjusted where applicable in accordance with subclause 3.2.
- 3.29 In circumstances where the application of the school funding allocation to a school results in a higher principal classification, the principal will, while they remain at that school, receive the new salary effective from Day 1, Term 1 of the following year.
- 3.30 In circumstances where the application of the school funding allocation to a school results in a lower principal classification, the principal will, while they remain at that school, retain their classification, complexity loading and salary for a period of three years effective from Day 1, Term 1 of the following year.

At the end of the three year period, the principal's classification, complexity loading and salary will revert to the relevant level in accordance with Schedule 2A.

- 3.31 Principals who hold a substantive principal position and choose to remain on the former principal classification structure will be remunerated according to Schedule 2B under the previous enrolment based classification and review procedure with salaries increased in accordance with subclause 3.2.

4. Deduction of Union Membership Fees

- 4.1 The union will provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 4.2 The union will advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 4.3 Subject to 4.1 and 4.2 above, the employer must deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 4.4 Monies so deducted from employees' pay must be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 4.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees must be deducted on a fortnightly basis.
- 4.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

5. Allowances

- 5.1 Allowances will be paid in accordance with this clause and Schedules 7 and 8. Allowances in terms of Schedule 7 will be paid to officers and or temporary employees in the circumstances set out in subclauses 5.2 to 5.7 inclusive.
- 5.2 In lieu of evening work, weekend work, travel time (where applicable) and all additional duties and responsibilities involved to:
- 5.2.1 Home school liaison officers and Aboriginal student liaison officers.
- 5.2.2 Teachers in charge
- 5.2.3 Year advisers.
- 5.2.4 Teachers other than the principal appointed to teach classes of students with disabilities.
- 5.2.5 Principals of schools designated by the Secretary as schools for specific purposes.
- 5.2.6 The Principal of Stewart House.
- 5.2.7 The deputy principal (primary) or assistant principal of a central school.
- 5.3 In demonstration schools to:
- 5.3.1 principals -

Former PP1 and PP2 schools, classified as such prior to 1 January 2016, which receive the allowance under subclause 5.3.1 will continue to be paid this allowance for the duration of this award.

- 5.3.2 other promotions positions; and
 - 5.3.3 trained teachers.
- 5.4 In schools where there is a requirement for demonstration lessons to be taken to:
- 5.4.1 teachers, for each demonstration lesson in excess of two in any term actually given by them; and
 - 5.4.2 teachers at any other school at which demonstration lessons are given in respect of authorised demonstration lessons for:
 - each half hour lesson; or
 - each 40 minute lesson involving secondary students.
 - 5.4.3 provided that payments made to teachers under paragraphs 5.4.1 and 5.4.2 of this subclause are subject to a maximum per annum payment; and for the purpose of this subclause a demonstration lesson will mean a lesson authorised by or on behalf of a university given to student teachers, or a lesson given to another group approved by the Secretary.
- 5.5 In residential agricultural high schools to:
- 5.5.1 teachers rostered for out of normal hours student supervision;
 - 5.5.2 head teacher (welfare) for residential supervision;
 - 5.5.3 a teacher appointed to be in charge of residential supervision;
 - 5.5.4 principals for on call and special responsibilities; and
 - 5.5.5 deputy principals for on call and special responsibilities.
- 5.6 To supervisors of female students:
- 5.6.1 Where the average attendance of female students does not exceed 200;
 - 5.6.2 Where the average attendance of female students exceeds 200 but does not exceed 400;
 - 5.6.3 Where the average attendance of female students exceeds 400.
- 5.7 Education officers who have been on top of their appropriate salary scale for a period of twelve months and have demonstrated to the satisfaction of the Secretary by the work performed and results achieved, the aptitude, abilities and qualities warranting such payment will receive an additional payment as set out in Schedule 7 and, after a further twelve months, an additional allowance of the same amount.
- 5.8 Locality and related allowances will be paid as set out in Schedule 8.
- 5.9 To Executive Principals, Connected Communities as set out in Schedule 7 subject to the:
- 5.9.1 completion by the Executive Principal, Connected Communities of five (5) years of service in that position; and
 - 5.9.2 satisfactory performance of the Executive Principal, Connected Communities in that position at the end of the five year period as determined by the Executive Director, Connected Communities; and

- 5.9.3 on completion of each subsequent five years of service in that position subject to the provisions of 5.9.2 above.

6. Salary Progression and Maintenance

- 6.1 Salary progression for teachers under standards based remuneration will occur in accordance with the provisions of subclauses 3.5 to 3.12.
- 6.2 Salary progression for school counsellors under standards based remuneration will occur in accordance with the provisions of subclauses 3.13 to 3.19.
- 6.3 All progression for temporary teachers is subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.
- 6.4 Those officers prescribed at subclause 3.21 will be entitled to progress along or be maintained on the salary scale after each 203 days of service subject to the officer's satisfactory performance of their duties and demonstrating continuing efficiency in teaching practice via an annual performance and development process.
- 6.5 A temporary teacher relieving in a TP1 or AP1 position or Principal - Environmental Education Centre or Hospital School or Grade 1 position under clause 24, Relief in TP1 or AP1 or Principal - Environmental Education Centre or Hospital School or Grade 1 Positions, will be entitled to be maintained at that salary level subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.

7. Performance and Development Processes for Teachers

- 7.1 The Secretary can vary the Performance and Development Framework that was jointly developed by the parties and/or replace it with one or more new performance and development framework policies, following consultation with the parties.

8. Salary Packaging

- 8.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedules 1A, 1B, 1C, 2A, 2B, 3, 4, and 5 of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.
- 8.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- 8.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 8.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 8.5 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 8.5.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
- 8.5.2 any administrative fees.

8.6 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee will be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:

8.6.1 Superannuation Guarantee Contributions;

8.6.2 any salary-related payment including but not limited to allowances and workers compensation payments; and

8.6.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

9. Initial Appointments

9.1 All initial appointments must be on the basis of merit.

9.2 The initial appointment of all officers will be for a minimum probationary period of one year. Confirmation of an officer's permanent appointment will depend on the officer meeting the Department's requirements for permanent appointment current at that time.

10. Teaching in More Than One Location

10.1 Teachers may be programmed to teach in more than one location.

10.1.1 Where this occurs there will be full consultation with the affected teacher or teachers, including sufficient notice and any specific needs of the affected teacher or teachers will be taken into account.

10.1.2 A teacher who is appointed to a school and is programmed to teach in more than one school will be entitled to the travel compensation provisions at Part B of Schedule 9, Excess Travel and Compensation for Travel on Official Business.

11. Deferred Salary Scheme

11.1 Officers may seek to join the Department's deferred salary scheme.

11.2 Successful applicants may defer twenty per cent of their salary for the first four years and be paid the deferred salary in the fifth year.

11.3 The deferred salary scheme does not apply to temporary teachers.

12. Compensation for Travel on Department Business

12.1 Where an employee is required and authorised to travel on Department business in the performance of their duties, compensation for travel will be determined in accordance with the provisions of Schedule 9- Excess Travel and Compensation for Travel on Official Business.

13. Assessment and Reporting and Quality of Educational Outcomes

13.1 The following will be implemented:

13.1.1 annual school reports and associated school self-evaluation and improvement programs;

13.1.2 school development policy;

13.1.3 the Higher School Certificate;

- 13.2 These will be subject to the protocols agreed to in 1997 in relation to Annual School Self-Evaluation, Annual School Reporting and external test data (contained in Matter No. IRC 3925/97 as tabled in the Industrial Relations Commission).
- 13.3 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement of the award, relevant to annual school reports, school self-evaluation committees and school reviews.

14. Teacher Efficiency Process

- 14.1 The Teacher Improvement Programs relevant to each classification under this award will apply to all employees.
- 14.2 Any changes to existing procedures or the development of new procedures will be the subject of consultation between the parties.

15. Teaching Hours for Years 11 and 12

- 15.1 The purpose of this clause is to increase the delivery of Vocational Education and Training in schools and to enhance the curriculum opportunities available for post compulsory secondary students arising from the new Higher School Certificate.
- 15.2 A secondary school must have core hours sufficient to operate an eight by 40 minute period timetable per day (or its equivalent).
- 15.3 A principal will arrange for timetabling of classes for the year (or other period over which a school's timetable may apply) to maximise the extent to which the curriculum preferences of Year 11 and 12 students can be satisfied to meet the purpose expressed in subclause 15.1 above.
- 15.4 In addition to the core hours a principal may timetable classes for Years 11 and 12 outside core timetable hours between 7.30am and 5.30pm Monday to Friday, where not to do so would unnecessarily restrict Year 11 and 12 student course choice, provided that:
- 15.4.1 the principal has consulted with the school community; and
- 15.4.2 has taken into account the issues of course access for Year 11 and 12 students, parental concerns and practical matters relating to the operation of classes at such times.
- 15.5 A teacher must not unreasonably refuse to teach classes at this time.
- 15.6 Provided that the overall hours of duty of the school teacher will not be exceeded, a teacher timetabled in accordance with this clause and working beyond the core timetable hours will be entitled to an equivalent period of core timetabled time off during the week for the time beyond the core time so taught. Wherever possible, the time off should be at the beginning or end of the core hours of the school day.
- 15.7 A teacher will not be required to be timetabled both before and after the core hours on any given day.

16. Allocation of Duties in High Schools

- 16.1 Teachers (other than teachers in training), head teachers and deputy principals in high schools may be required to teach the following periods (or their time equivalent):

Classification	Teaching periods per week	Periods per week, as determined by the principal, for sport (refer to subclause 16.6)
Teachers in High Schools	28	up to 3
Head Teachers in High Schools	22	up to 3
Deputy Principals in High Schools	14	up to 3

- 16.2 A principal may require a teacher (other than a teacher in training), head teacher or deputy principal in high schools to relieve an absent colleague by working the following alternate periods as defined in subclause 2.3:

Classification	Additional Alternate Periods
	per term
Teachers in High Schools	Up to 6
Head Teachers in High Schools	Up to 5
Deputy Principals in High Schools	Up to 3

- 16.3 Provided that such alternate periods will be allocated:

16.3.1 with due regard to the non-teaching duties required to be performed by the teacher, head teacher or deputy principal; and

16.3.2 as far as possible to a teacher, head teacher or deputy principal in the same faculty as that of the absent teacher.

- 16.4 Nothing in subclauses 16.1 to 16.3 will preclude a teacher from working school generated or other alternate periods on a voluntary basis where the exigencies of the work and the welfare of the students so require.
- 16.5 Teachers may, at the discretion of the principal, be required to take "in lieu of" classes as defined in subclause 2.35.
- 16.6 In lieu of requiring a teacher to supervise sporting activity in accordance with subclause 16.1 of this clause, a principal of a school, with the agreement of the teacher or teachers concerned, may make provision for that teacher or teachers to undertake two periods of alternate face to face teaching duties during weekdays or to undertake sports supervision on weekends.
- 16.7 A principal may require all teachers with Year 12 classes to take, from the time Year 12 students leave to sit for their Higher School Certificate examinations in Term 4 of each year, up to 50 per cent of their timetable load of Year 12 classes as Year 12 relieving periods. So far as possible, periods will be allocated to a teacher in the same faculty as that of the absent teacher.

17. Teaching Outside Normal School Hours

- 17.1 A principal, with the agreement of the teacher or teachers concerned, may make provision for timetabling of certain classes other than Years 11 and 12 classes beyond the core hours of operation of a school and for teachers to work within those extended hours. Provided that the overall hours of duty of the teacher must not be exceeded.
- 17.2 A teacher commencing or finishing duty before or after the required attendance for the core hours at the school, will be entitled to an equivalent period of time off during the week. Wherever possible, the time allocated in lieu of extended duty should be at the beginning or end of the core hours of the school day.

18. Alternative Work Organisation

- 18.1 Except as provided in clause 10, Teaching in More Than One Location; clause 15, Teaching Hours for Years 11 and 12; or clause 17, Teaching Outside Normal School Hours:
- 18.2 The parties agree to provide options which facilitate alternative work organisations in schools.
- 18.3 Teaching staff in a school or other workplace may seek to vary its organisation in order to improve students' learning conditions and or to improve teachers' working conditions, provided that:
- 18.3.1 the proposal can be implemented within the school's or workplace's current staffing entitlement;

- 18.3.2 the proposal has the concurrence of the principal (or other responsible officer) and the majority of the staff;
- 18.3.3 the teachers directly affected by the proposal concur;
- 18.3.4 consultation with staff, parents, students and relevant community groups is undertaken where appropriate;
- 18.3.5 consideration is given to equity and gender and family issues involved in the proposal;
- 18.3.6 proposed variations in work arrangements are in writing and approved by the Secretary or nominee and Federation organiser or state office director and senior officer of the Federation, prior to implementation;
- 18.3.7 if either party believes that the proposed variation in work organisation is in conflict with the provisions of the award, then the proposal will be forwarded to the Alternative Work Organisation Committee, consisting of two senior officers of the Department and of the Federation, or nominees, to review the proposals developed;
- 18.3.8 where the Alternative Work Organisation Committee considers a proposed variation in work arrangements which complies with 18.3.1 to 18.3.6 above conflicts with the provisions of the award the parties may apply to the Industrial Relations Commission to vary the award by consent; and
- 18.3.9 the parties agree to continue to trial and review pilots on work organisation in schools to facilitate flexibility in order to respond to increasing student enrolments.

19. Teachers Appointed to More Than One School

- 19.1 Where in any school a teacher cannot be, or has not been, allocated a complete teaching load the teacher may be appointed to teach in more than one school. Such teachers include teacher librarians and teachers of English as a second language.
- 19.2 A teacher appointed to two or more schools will be entitled to the travel compensation and excess travel provisions of Part A of Schedule 9, Excess Travel and Compensation for Travel on Official Business.

20. Qualifications, Recruitment and Training

- 20.1 The minimum academic qualifications, vocational experience and or industrial experience and teacher training requirement for appointment as a teacher or other officer will be determined by the Secretary.
- 20.2 The Secretary will determine the procedures and mode of appointment for the recruitment of teachers from persons with an appropriate mix of academic qualifications, teacher training and or industry/vocational experience during or prior to the completion of appropriate academic qualifications or teacher training.

21. Calculation of Service

- 21.1 In calculating the years of service for the purposes of this award, the following will not be taken into account:
- 21.1.1 any time period during which an employee is not eligible to progress by reason of failure to satisfy any condition attaching to salary progression under this award;
- 21.1.2 any leave of absence without pay exceeding five days in any year of service;
- 21.1.3 any time period necessary to give full effect to a reduction in salary imposed by the Secretary under the provisions of the *Teaching Service Act 1980*.

22. Temporary Teachers

- 22.1 From January 2001, temporary teachers were entitled to pro rata salary and conditions of permanent teachers, other than the provisions at clause 11, Deferred Salary Scheme.
- 22.2 The Department will maintain the following practice: when a teacher has occupied a single substantive part time position for more than two years and it is expected that the position will continue, the teacher may apply for conversion to permanent part time status in that position.
- 22.3 The Department will seek to maximise the filling of vacancies in schools by the appointment of permanent teachers, including permanent part time teachers, where reasonably practical.
- 22.4 Subject to the provisions of clause 21, and the temporary teacher/school counsellor demonstrating continuing efficiency in teaching / counselling practice via an annual performance and development process, satisfactory performance and professional growth, will be entitled to be maintained on the salary level for a promotions position after each 12 months of service. Salary progression for temporary teachers and school counsellors under standards based remuneration will occur in accordance with the provisions of subclauses 3.5 to 3.12 and 3.13 to 3.19 respectively.
- 22.5 Subject to the provisions of clause 21, and demonstrating continuing efficiency in teaching practice via an annual performance and development process, satisfactory performance and professional growth, those employed temporarily in classifications prescribed at subclause 3.21 will be entitled to progress or to be maintained on the salary level for a promotions position after each 12 months of service or to progress to the next step of the salary scale following the completion of 203 days of service irrespective of breaks in that service.

23. Casual Teachers

- 23.1 The rates of pay for casual teachers are set out in Schedule 4, Table 1 and Table 2.
- 23.2 The daily hours of engagement for a casual teacher, which will be worked continuously, will be six and one half hours per day, including a 30 minute break during those hours.
- 23.3 The minimum daily engagement for casual teachers will be two hours.
- 23.4 Where a casual teacher relieves a teacher who has been timetabled to teach as provided in clause 15, Teaching Hours for Years 11 and 12, then the provisions of subclause 15.6 and 15.7 of that clause will apply to the casual teacher provided that the time off can be taken either at the beginning or end of the six and one half hour period of daily engagement of the casual teacher.
- 23.5 Where a casual teacher reports to a school for duty on any day on the basis of a request by an authorised officer and is then advised that their services are not required, the casual teacher will be entitled to receive payment for one half of one day's pay at the appropriate rate in Schedule 4, Table 1 and Table 2.
- 23.6 The rates of pay of casual teachers are loaded by 5 per cent to be inclusive of the following incidents of employment: sick leave, family and community service leave, special leave and leave loading. Entitlements under the *Long Service Leave Act* 1955 and Determination 5 of 2006, Casual School Teachers Adoption, Bereavement, Maternity, Parental and Personal Carer's Entitlements or its successor, are not affected.
- 23.7 Casual teachers will receive either a Band 1 or Band 2 rate of pay as provided for in Schedule 4 in accordance with their accreditation. Accreditation requirements for teachers are prescribed at subclause 3.5.
- 23.8 Casual teachers who commence work at the Band 1 rate of pay will be required to work for a minimum of the full time equivalent of two years before being eligible to receive the Band 2 rate of pay if they have attained the relevant accreditation.

- 23.9 Casual School Counsellors will receive either a Band 1 or Band 2 rate of pay as provided for in Schedule 4 in accordance with their registration. Registration requirements for Band 1 and Band 2 are prescribed at clause 3.13 and 3.20.

24. Relief in TP1 or AP1 Position or Principal - Environmental Education Centre or Hospital School Grade 1

- 24.1 Where the qualification period for the payment of higher duties is satisfied:
- 24.1.1 a casual teacher relieving in a TP1 or AP1 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 in excess of ten days will be paid the daily rate equivalent as set out in Schedule 4, Table 2; and
- 24.1.2 a temporary teacher relieving in a TP1 or AP1 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 will be paid the salary of the position on a pro rata basis.
- 24.2 Where a TP1 or AP1 position or a position as a Principal - Environmental Education Centre or Hospital School Grade 1 has been advertised and there are no available officers in the Teaching Service who apply for the position, then a casual teacher or a temporary teacher who meets the merit selection criteria may be appointed to the TP1 or AP1 or Principal - Environmental Education Centre or Hospital School Grade 1 on a temporary basis for the remainder of the year.

25. Training and Development

- 25.1 The Secretary will schedule each year two days during school time for the purpose of system and school training and development.
- 25.2 The Secretary will approve additional periods during school time for training and development of staff in some system priorities.
- 25.3 The Secretary will also provide a program of training and development opportunities for staff outside of school hours.

26. Multi Skilling

- 26.1 Subject to appropriate qualifications, training and taking into account a teacher's long term career path opportunities, the Secretary may make provisions for teachers to extend or vary classifications on a temporary or permanent basis for:
- 26.1.1 primary teachers to teach Years 7 and 8 and secondary teachers to teach Years 5 and 6 classes;
- 26.1.2 secondary teachers to teach across subject areas in high schools; and
- 26.1.3 secondary or primary teachers to teach in subject areas covered by their qualifications, notwithstanding faculty organisations.
- 26.2 The Secretary will:
- 26.2.1 identify such other long term and short term priority areas for multi skilling to meet the needs of the Department; and
- 26.2.2 designate any appropriate qualifications and training or course accreditation requirements.
- 26.3 To retrain teachers for identified priority areas, the Secretary will establish appropriate retraining courses of appropriate content and duration.

27. Duties as Directed

- 27.1 The Secretary or delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote deskilling.
- 27.2 The Secretary may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 27.3 Any directions issued by the Secretary pursuant to subclauses 27.1 and 27.2 must be consistent with the Secretary's responsibility to provide a safe and healthy working environment.

28. Other Rates of Pay

- 28.1 Other rates of pay in schools will be paid in terms of Schedule 5.

29. Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions

- 29.1 Special conditions covering home school liaison officers and Aboriginal student liaison officers are set out in Schedule 10.

30. Teachers in Residential Agricultural High Schools - Special Conditions

- 30.1 Special conditions covering teachers at residential agricultural high schools are set out in Schedule 11.

31. Dispute Resolution Procedures

- 31.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures will apply:
- 31.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or the Federation's workplace representative will raise the matter with the appropriate principal or supervisor as soon as practicable.
- 31.1.2 The principal or supervisor will discuss the matter with the employee and or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 31.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with an appropriate officer of the Department, either the Director, Educational Leadership or at the Executive Director level, with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 31.1.4 Where the procedures in paragraph 31.1.3 do not lead to resolution of the dispute, the matter will be referred to the Chief People Officer of the Department and the Branch Secretary of the Federation. They or their nominees will discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 31.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

32. No Further Claims

- 32.1 Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there are to be no further claims/demands or proceedings instituted by a party to this Award before the NSW Industrial Relations Commission for extra or reduced wages, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 1 January 2024.

33. Anti-Discrimination

- 33.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 33.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 31, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 33.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 33.4 Nothing in this clause is to be taken to affect:
- 33.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 33.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 33.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and
 - 33.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 33.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

34. Work, Health & Safety

- 34.1 For the purposes of this clause, the following definitions will apply:
- 34.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer
 - 34.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 34.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer will do the following (either directly, or through the agency of the labour hire or contract business):
- 34.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - 34.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.

- 34.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 34.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 34.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

35. Secondary College of Languages

- 35.1 The conditions of employment and rates of pay for employees (that term is defined in clause 2.8 of Schedule 12) at the Secondary College of Languages are exclusively as provided for in Schedule 12 to this award.
- 35.2 Such employment under Schedule 12 of this award is separate from any employment addressed elsewhere in this award under the Teaching Service Act.

36. Educational Paraprofessionals

- 36.1 Educational paraprofessionals will be remunerated in accordance with Schedule 6 of this award depending on their qualifications. Educational Paraprofessionals will be entitled to progress along or be maintained on the Educational Paraprofessional salary scale after each 203 days of service subject to demonstrating satisfactory performance.
- 36.2 Educational paraprofessionals are employed in conjunction with National Partnership programs, as participants in internship and cadetship programs and as required for other initiatives undertaken in the Department.

37. Australian Professional Standards for Teachers

- 37.1 The parties agree that the standards used for the determination of teacher salaries under this award will be the seven standards comprising the Australian Professional Standards for Teachers as at December 2013 and set out in Schedule 13 to this award.
- 37.2 Achievement of these standards will be demonstrated through accreditation and maintenance at the Proficient teacher level and Highly Accomplished teacher level in line with the requirements of the Authority.

38. Area, Incidence and Duration

- 38.1 This award rescinds and replaces the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award published 15 May 2020 (388 I.G. 1) and award reprinted 11 March 2022 (391 I.G. 682) and all variations thereof.
- 38.2 This award will commence on and from 1 January 2022 and remain in force until 31 December 2023.

Note: The following salary schedules include a column that displays the salary rates applicable from 1 January 2022 (given effect by the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award published 11 March 2022 (391 I.G. 682)) for reference purposes.

SCHEDULE 1A

TEACHER SALARIES - STANDARDS BASED REMUNERATION 2022-2023

The following salary scale applies to teachers.

Band/Level of Accreditation	Reference Only Salary from the first pay period to commence on or after 1.1.2022 \$	Salary from the first pay period to commence on or after 1.7.2022 \$	Salary from the first pay period to commence on or after 1.1.2023 \$
Increase	2.04%	0.25%	2.53%
Band 1(Graduate)	73,737	73,921	75,791
Band 2(Proficient)	88,935	89,157	91,413
Band 2.1	96,531	96,772	99,220
Band 2.2	100,336	100,587	103,132
Band 2.3	109,978	110,253	113,042
Band 3 (Highly Accomplished/Lead)	117,060	117,353	120,322

SCHEDULE 1B

SCHOOL COUNSELLOR SALARIES –2022 to 2023

The following salary scale applies to school counsellors.

Band/Level of Accreditation Increase	Reference Only Salary from the first pay period to commence on or after 1.1.2022 \$ 2.04%	Salary from the first pay period to commence on or after 1.7.2022 \$ 0.25%	Salary from the first pay period to commence on or after 1.1.2023 \$ 2.53%
Band 1 (Eligibility for registration with the Psychology Board)	73,737	73,921	75,791
Band 2 (Proficient accreditation against the PPF and a minimum of provisional registration with the Psychology Board.)	88,935	89,157	91,413
Band 2.1	96,531	96,772	99,220
Band 2.2	100,336	100,587	103,132
Band 2.3	109,978	110,253	113,042
Band 3 (Evidence against the PPF, full registration by the Psychology Board and accreditation at proficient by NESAs.)	117,060	117,353	120,322

SCHEDULE 1C

Home School Liaison Officer, Aboriginal Student Liaison Officer, Education Officer - SALARY SCALE –2022 to 2023

The following salary scale applies to existing education officers, home school liaison officers, and Aboriginal student liaison officers who are unable to achieve accreditation with NESAs.

Current Salary steps	Reference Only Salary from the first pay period to commence on or after 1.1.2022 \$	Salary from the first pay period to commence on or after 1.7.2022 \$	Salary from the first pay period to commence on or after 1.1.2023 \$
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Increase	2.04%	0.25%	2.53%
Step 13	109,978	110,253	113,042
Step 12	100,336	100,587	103,132
Step 11	96,531	96,772	99,220
Step 10	92,733	92,965	95,317
Step 9	88,935	89,157	91,413
Step 8	85,138	85,351	87,510
Step 7	81,335	81,538	83,601
Step 6	77,532	77,726	79,692
Step 5	73,737	73,921	75,791

SCHEDULE 2A

PRINCIPAL CLASSIFICATION STRUCTURE 2022-2023

Classification	Reference Only Salary from the first pay period to commence on or after 1.1.2022 \$	Salary from the first pay period to commence on or after 1.7.2022 \$	Salary from the first pay period to commence on or after 1.1.2023 \$
Increase	2.04%	0.25%	2.53%
Teaching Principal 1 (TP1) or Associate Principal	126,568	126,884	130,094
Teaching Principal 2 (TP2) or Associate Principal	147,776	148,145	151,893
P1	151,831 (Base level)	152,211 (Base level)	156,062 (Base level)
P2	163,421 (Base level + 11,590 complexity loading)	163,830 (Base level + 11,619 complexity loading)	167,975 (Base level + 11,913 complexity loading)
P3	181,102 (Base level +29,271 complexity loading)	181,555 (Base level + 29,344 complexity loading)	186,148 (Base level +30,086 complexity loading)
P4	189,021 (Base level + 37,190 complexity loading)	189,494 (Base level + 37,283 complexity loading)	194,288 (Base level +38,226 complexity loading)
P5	194,816 (Base level + 42,985 complexity loading)	195,303 (Base level + 43,092 complexity loading)	200,244 (Base level + 44,182 complexity loading)

SCHEDULE 2B

FORMER PRINCIPAL CLASSIFICATION STRUCTURE 2022-2023

The following salary scale applies to existing principals who did not opt-in to the principal classification structure at 2A.

Table 1

Classification	Reference Only Salary from the first pay period to commence on or after 1.7.2022 \$	Salary from the first pay period to commence on or after 1.7.2022 \$	Salary from the first pay period to commence on or after 1.1.2023 \$
Increase	2.04%	0.25%	2.53%

High School Principal			
Grade 1 (PH1)	189,021	189,494	194,288
Grade 2 (PH2)	181,102	181,555	186,148
Central School Principal			
PC1	178,494	178,940	183,467
PC2	164,599	165,010	169,185
PC3	157,932	158,327	162,333
PC4	152,629	153,011	156,882
Primary School Principal			
PP1	176,766	177,208	181,691
PP2	163,004	163,412	167,546
PP3	156,400	156,791	160,758
PP4	151,153	151,531	155,365
PP5	147,776	148,145	151,893
PP6	126,568	126,884	130,094
Principal - Environmental Education Centre or Hospital School Grade 2	147,776	148,145	151,893
Principal - Environmental Education Centre or Hospital School Grade 1	126,568	126,884	130,094

Table 2

Classification	Reference Only Salary from the first pay period to commence on or after 1.1.2022	Salary from the first pay period to commence on or after 1.7.2022 \$	Salary from the first pay period to commence on or after 1.1.2023 \$
Increase	2.04%	0.25%	2.53%
Executive Principal, Connected Communities	208,873	209,395	214,693

Note: The new principal classification structure which commenced in 2016 does not apply to the position of Executive Principal, Connected Communities.

SCHEDULE 3

OTHER PROMOTIONS CLASSIFICATIONS IN THE TEACHING SERVICE – 2022-2023

Classification	Reference Only Salary from the first pay period to commence on or after 1.1.2022 \$	Salary from the first pay period to commence on or after 1.7.2022 \$	Salary from the first pay period to commence on or after 1.1.2023 \$
Increase	2.04%	0.25%	2.53%
School based teaching service			
High School Deputy Principal	147,776	148,145	151,893
Deputy Principal (Secondary) Central School	147,776	148,145	151,893
Primary School Deputy Principal	147,776	148,145	151,893

Deputy Principal (Primary) Central School	147,776	148,145	151,893
Assistant Principal Primary School	126,568	126,884	130,094
Assistant Principal Central School	126,568	126,884	130,094
Head Teacher High School	126,568	126,884	130,094
Head Teacher Central School	126,568	126,884	130,094
Leader, Psychology Practice	147,776	148,145	151,893
Senior Psychologist, Education (formerly District Guidance Officer)	126,568	126,884	130,094
Senior Assistant in Schools	112,839	113,121	115,983
Non School based teaching service			
Principal Education Officer	164,785	165,197	169,376
Senior Education Officer Class 2	148,515	148,886	152,653
Senior Education Officer Class 1			
Year 1	126,568	126,884	130,094
Year 2	131,798	132,127	135,470
Year 3	137,028	137,371	140,846

SCHEDULE 4

RATES OF PAY - CASUAL TEACHERS AND SCHOOL COUNSELLORS

Table 1

Teachers	Reference Only Rates from the first pay period to commence on or after 1.1.2022	Rates from the first pay period to commence on or after 1.7.2022 \$	Rates from the first pay period to commence on or after 1.1.2023 \$
Increase	2.04	0.25%	2.53%
Band 1	381.41	382.36	392.03
Band 2	460.01	461.16	472.83

Table 2

In the case of casual teachers relieving in positions of TP1 or AP1 or as a principal - environmental education centre or hospital school Grade 1, subject to satisfying the requirements, the daily rate of pay will be as follows:

	Reference Only Rates from the first pay period to commence on or after 1.1.2022 \$	Rates from the first pay period to commence on or after 1.7.2022 \$	Rates from the first pay period to commence on or after 1.1.2023 \$
Increase	2.04%	0.25%	2.53%

Casual TP1/API Principal Environmental Education Centre or Hospital School Grade 1	654.66	656.30	672.90
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SCHEDULE 5**OTHER RATES OF PAY**

Classification	Reference Only Rates from the first pay period to commence on or after 1.1.2022 \$ Per day	Rates from the first pay period to commence on or after 1.7.2022 \$ Per day	Rates from the first pay period to commence on or after 1.1.2023 \$ Per day
Increase	2.04%	0.25%	2.53%
Teacher in Charge	28.78	28.85	29.58
Demonstration Schools	11.93	11.96	12.26
Teachers of classes of students with disabilities	16.30	16.34	16.75

SCHEDULE 6**EDUCATIONAL PARAPROFESSIONAL 2022-2023**

	Reference Only Salary from the first pay period to commence on or after 1.1.2022 \$	Salary from the first pay period to commence on or after 1.7.2022 \$	Salary from the first pay period to commence on or after 1.1.2023 \$
Increase	2.04%	0.25%	2.53%
Step 1	62,339	62,495	64,076
Step 2	66,494	66,660	68,346
Step 3	69,939	70,114	71,888

SCHEDULE 7**ALLOWANCES****Table 1**

	Reference Only Salary on or after 1.1.2022	Rates from the first pay period on or after 1.7.2022	Rates from the first pay period on or after 1.1.2023
Increase	2.04%	0.25%	2.53%
Schools			
Home School Liaison Officer and Aboriginal Student Liaison Officer	3,230	3,238	3,320
Teacher in Charge	5,002	5,015	5,142
Year Adviser	4,437	4,448	4,561
Teachers other than the principal of classes of students with disabilities	2,836	2,843	2,915
Principals, schools for specific purposes	3,694	3,703	3,797

Principal of Stewart House	18,844	18,891	19,369
In a central school - DP (Primary) AP	2,247	2,253	2,310
Demonstration Schools			
Principal - formerly classified prior to 1 January 2016 as:			
Class PP1	3,261	3,269	3,352
Class PP2	2,894	2,901	2,974
Other promotion positions	2,536	2,542	2,606
Trained teacher	2,060	2,065	2,117
Demonstration lessons			
Teachers in schools required to take demonstration lessons: per lesson	58.05	58.20	59.67
In other schools			
Per half hour lesson	70.19	70.37	72.15
Per 40 minute lesson	93.55	93.78	96.15
Maximum per annum	5,286	5,299	5,433
Residential Agricultural High Schools			
Rostered supervision teachers	12,482	12,513	12,830
Head Teacher (Welfare) residential supervision allowance	2,079	2,084	2,137
Teacher in charge of residential supervision	2,137	2,142	2,196
Principal on call and special responsibility allowance	18,844	18,891	19,369
Deputy principal on call and special responsibility allowance	17,025	17,068	17,500
Supervisor of female students			
Up to 200 students	2,227	2,233	2,289
201-400 students	3,583	3,592	3,683
More than 400 students	4,437	4,448	4,561
Education Officers			
Non Graduate			
Year 2	5,729	5,743	5,888
Year 1	5,729	5,743	5,888
Graduate			
Year 2	4,475	4,486	4,599
Year 1	4,475	4,486	4,599

Table 2

	Amount (*)
Executive Principal, Connected Communities	50,000

(*) Allowance payable subject to the Executive Principal, Connected Communities satisfying the provisions of subclause 5.9.

SCHEDULE 8

Locality Allowances

1. Definitions

1.1 For the purposes of this schedule:

1.1.1 "Dependent child" means, unless otherwise defined in the award, a child of which a teacher is a parent and who is resident with and wholly maintained by such teacher and either is under the age of sixteen years or is a full time student under the age of eighteen years or is completing their school studies up to and including Year 12.

1.1.2 "Dependent partner" means a person who is resident with and substantially reliant upon a teacher for their financial support, being either the teacher's spouse or a person whom the Secretary is satisfied is cohabiting otherwise than in marriage with the teacher in a permanent de facto and bona fide domestic relationship.

1.1.3 "Duly qualified" means a practitioner practising in Australia who, by training, skill and experience, is competent to diagnose, advise with regard to, and or treat the condition in relation to which relevant medical or dental assistance, as the case may be, is reasonably sought.

1.1.4 "Married couple" means and will include a teacher and their spouse or a person whom the Secretary is satisfied is cohabiting otherwise than in marriage in a permanent de facto and bona fide domestic relationship.

1.1.5 "Practitioner" means a legally qualified and lawfully practising medical practitioner or, as appropriate, a legally qualified and lawfully practising dentist and includes a duly qualified and lawfully practising physiotherapist to whom a teacher or a dependent spouse, partner or child of a teacher has been referred for treatment by a legally qualified medical practitioner.

1.1.6 "Reimbursable expenses" means, for the purposes of Part E of this schedule:

- (i) Actual travel costs in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance reasonably incurred in transporting a teacher and or a dependent partner and or dependent child of a teacher from his or her place of residence to a place at which a duly qualified practitioner is consulted.
- (ii) Travel charges in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance made by a duly qualified practitioner reasonably summoned to a teacher or a dependent partner or dependent child of a teacher at or near the place of residence of the teacher.
- (iii) The actual cost of accommodation not being hospital or nursing accommodation reasonably and necessarily incurred by a teacher or a dependent partner or dependent child of a teacher in connection with the attendance of that person away from their place of residence at a place at which a duly qualified practitioner is consulted.
- (iv) For the purposes of subparagraphs (i) and (ii) of this paragraph, the amounts which travel costs and charges must exceed are as follows:

Reference Only from the first pay period to commence on or after 1.1.2022 \$	From the first pay period to commence on or after 1.72022 \$	From the first pay period to commence on or after 1.1.2023 \$
41	41	42

- 1.1.7 "School" will include any school, branch, annex, centre or other establishment to which a teacher is appointed.
- 1.1.8 "Single teacher" means and will include a widow, widower, divorcee or teacher living separately and apart from their spouse.
- 1.1.9 "Travel costs" means, for the purposes of Part E of this schedule, the actual return transport costs payable in respect of the means of conveyance most appropriate to the circumstances and, in relation to a motor vehicle owned by a teacher or a dependent partner of a teacher, an amount calculated for the total distance travelled at the casual rate determined from time to time by the Secretary; provided, however, that transport costs will not in any circumstances exceed a sum which would be applicable to any return trip over a distance greater than that to and from the place of residence of the relevant teacher and the GPO at Sydney.
- 1.1.10 "Teacher" for the purpose of this schedule means a permanent or temporary employee covered by this award.

2. Part A - Allowances - Climatic Disability

- 2.1 Subject to clause 7 of this schedule, a teacher appointed to a school located in the Western Division of New South Wales upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), and thence by straight lines passing through the following towns or localities in the order stated, viz., Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, will be paid an allowance at the rates prescribed in subclause 2.4 below.
- 2.2 Subject to clause 7 of this schedule, a teacher appointed to a school within a zone of New South Wales established by the 0 Degrees Celsius July Average Minimum Temperature Isotherm as contained in the Climatic Atlas of Australia, June 1974 as amended, and published by the Bureau of Meteorology, will be paid an allowance at the rates prescribed in subclause 2.4 below.
- 2.3 The allowances prescribed in subclauses 2.1 and 2.2 of this Part may be extended, excluded or otherwise varied by the Secretary to take into account any special circumstances.
- 2.4 Allowances under subclauses 2.1 and 2.2 are as follows:

Subclause No.	Climatic Allowances	Reference Only Rates from the first pay period to commence on or after 1.1.2022 \$	Rates from the first pay period to commence on or after 1.7.2022 \$	Rates from the first pay period to commence on or after 1.1.2023 \$
	Increase	2.04%	0.25%	2.53%
2.1	Teacher without dependent partner	1,523	1,527	1,566
	Teacher with dependent partner	1,801	1,806	1,852
2.2	Teacher without dependent partner	770	772	792
	Teacher with dependent partner	1,027	1,030	1,056

*The dependent partner rate is one third greater than the rate for a teacher without a dependent partner.

3. Part B - Allowances - Isolation from Socio Economic Goods and Services

- 3.1 A teacher appointed to a school included in Appendix A of this schedule will be paid the following allowances

	Reference Only Rates from the first pay period to commence on or after 1.1.2022 \$	Rates from the first pay period to commence on or after 1.7.2022 \$	Rates from the first pay period to commence on or after 1.1.2023 \$
Increase	2.04%	0.25%	2.53%
Group			
1	5,004	5,017	5,144
2	4,503	4,514	4,628
3	4,001	4,011	4,112
4	3,504	3,513	3,602
5	3,001	3,009	3,085
6	2,505	2,511	2,575
7	2,006	2,011	2,062
8	1,504	1,508	1,546
9	1,007	1,010	1,036
10	501	502	515

- 3.2 A teacher with a dependent partner will receive double the allowance prescribed in subclause 3.1 of this clause.
- 3.3 Subject to clause 7 of this schedule, a teacher entitled to an allowance under subclause 3.1 of this clause and with a dependent child or children will be paid the following additional allowances -

	Reference Only 1st dependent child rates from the first pay period to commence on or after 1.1.2022 Per annum \$	1st dependent child rates from the first pay period to commence on or after 1.7.2022 Per annum \$	1st dependent child rates from the first pay period to commence on or after 1.1.2023 Per annum \$
Increase	2.04%	0.25%	2.53%
Group 1	599	600	615
Group 2	522	523	536
Group 3	442	443	454
Group 4	364	365	374
Groups 5 and 6	289	290	297
	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2022 Per annum \$	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.7.2022 Per annum \$	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2023 Per annum \$
Group 1	403	404	414
Group 2	331	332	340
Group 3	249	250	256
Group 4	174	174	178
Groups 5 and 6	95	95	97

4. Part C - Allowances - Motor Vehicle

Subject to clause 7 of this schedule, a teacher appointed to a school included in Appendix A of this schedule will be paid the following allowances -

Group	Reference Only Rates from the first pay period to commence on or after 1.1.2022 \$	Rates from the first pay period to commence on or after 1.7.2022 \$	Rates from the first pay period to commence on or after 1.1.2023 \$
Increase	2.04%	0.25%	2.53%
Groups 1, 2 and 3	2,690	2,697	2,765
Groups 4, 5 and 6	1,351	1,354	1,388

5. Part D - Allowances - Vacation Travel Expense - Subject to Clause 7 of this Schedule

5.1 A teacher, when proceeding on vacation leave, will be entitled in any calendar year to the payment of certain travel expenses on the following occasions:

5.1.1 if appointed to a school included in Appendix A of this schedule and in:

- (i) Groups 1 and 2 - three vacation journeys;
- (ii) Groups 3, 4, 5 and 6 - two vacation journeys;
- (iii) Group 7 - one vacation journey; or

5.1.2 if appointed to a school covered by Determination 21 of the Determinations made pursuant to section 25 of the *Teaching Services Act* 1980, one vacation journey; and or

5.1.3 if appointed to a school located more than 720 kilometres from Sydney by the nearest practicable route and other than a school referred to in paragraph 5.1.1 of this subclause, one or more journey(s) if, given the circumstances of the school location, the Secretary considers it to be warranted.

Provided always that the provisions of paragraphs 5.1.1, 5.1.2 and 5.1.3 will not apply to a teacher with less than three years' service who, at the date of their engagement for service, was resident in the relevant area.

5.2 A teacher eligible for the payment of travelling expenses under subclause 5.1 will have those travelling expenses calculated according to the formula for reimbursement set out in Determination 21 referred to in paragraph 5.1.2 of subclause 5.1 of this clause, except that the amount of overnight expenses will be as set out in subclause 5.3 below, subject to the conditions contained in the aforementioned Determination. Provided that the use of a teacher's own car will not require the approval of the Secretary.

5.3 For the purposes of subclause 5.2, the amount of overnight expenses are as follows:

Reference Only from the first pay period to commence on or after 1.1.2022 \$	From the first pay period to commence on or after 1.7.2022 \$	From the first pay period to commence on or after 1.1.2023 \$
47	47	48

6. Part E - Reimbursement of Certain Expenses Related to Medical or Dental Treatment

6.1 The provisions of subclauses 6.2, 6.3, 6.4, 6.5 and 6.6 of this clause apply only to a teacher who is appointed to a school included in Appendix A of this schedule, but do not apply to a teacher -

6.1.1 who for the time being is on maternity leave; or

- 6.1.2 who is married to a spouse or has a partner normally resident in the locality, unless such spouse or partner is normally and usually dependent upon the teacher as a consequence of illness, incapacity or other reasonable inability to earn an income sufficient to support themselves and or his or her child or children, as the case may be.
- 6.2 Where a teacher reasonably incurs reimbursable expense, the amount thereof will be paid to that teacher upon written application made to the Secretary.
- 6.2.1 A teacher will not be disentitled to such payment merely by reason of the fact that the reimbursable expense incurred was in relation to the attendance by or upon a duly qualified practitioner who was not the nearest duly qualified practitioner available at the relevant time if special circumstances in the particular case render it desirable that the services of some other duly qualified practitioner be sought.
- 6.2.2 In any instance in which it is necessary for the teacher or the partner of the teacher or some other attendant to accompany the person in respect of whom reimbursable expense is incurred then, upon written application by the teacher to the Secretary, the additional travel and accommodation costs reasonably and actually incurred will be paid to the teacher.
- 6.3 A teacher who claims payment of reimbursable expenses will provide such evidence in substantiation of the claim as the Secretary may reasonably require.
- 6.4 The Secretary will be entitled to refuse payment of any claim where it appears that the expense arose as a direct consequence of the serious and wilful misconduct or gross negligence of the person in respect of whom the expense was incurred.
- 6.5 A teacher will, in respect of any occurrence which gives rise to the incurring of reimbursable expense, take all reasonable steps to recover any insurance, contributory fund, workers' compensation or other benefits or common law damages as may lawfully be payable in respect thereof and any sum actually recovered in respect of items of reimbursable expense under this Schedule will be brought to credit as against the Secretary's liability for the same. If any such sum will be recovered subsequently to payment by the Secretary of reimbursable expense to a teacher, that teacher will make an appropriate repayment. The Secretary will not be entitled to withhold payment of reimbursable expense merely upon the ground that it or some portion of it may be recoverable at some time in the future from a third party.
- 6.6 The Secretary may, by notice in writing, require any teacher to effect and keep on foot a policy of insurance or membership of a medical fund to cover that teacher's liability for items of the nature of reimbursable expense under this schedule.
- 6.6.1 In any such case, the Secretary will reimburse to the teacher the amount by which any premium or contribution incurred in so doing exceeds the following amounts:

From the first pay period to commence on or after 1.1.2022	From the first pay period to commence on or after 1.7.2022	From the first pay period to commence on or after 1.1.2023
\$	\$	\$
41	41	42

- 6.6.2 If a teacher fails to comply with a requirement made by the Secretary under this subclause, such teacher will not be entitled to claim any reimbursable expense which, but for their failure, would have been recouped to that teacher as a result of the relevant insurance or membership.
- 6.7 When a teacher is necessarily absent from duty for the purpose of securing advice and or treatment from a duly qualified practitioner for such teacher or dependent partner or child of such teacher, any period of such absence involved in travelling to or from the place of residence of the teacher to the place at which the advice or treatment is obtained will not be debited against any sick leave credit to which that teacher is entitled. Provided that this clause will be without prejudice to the right of the Secretary in their discretion to temporarily appoint the teacher to a school nearer to the place of consultation or treatment where they may deem it desirable so to do.

- 6.8 The Secretary will be entitled to decline payment of reimbursable expense to a teacher in any instance in which such expense relates to a non-urgent elective consultation or treatment which might reasonably have been sought during a vacation period whilst the teacher or their relevant dependent partner, child or children (as the case may be) had, in the normal course, travelled to a location at which the type of consultation or treatment could be obtained.

7. Part F - Payment of Allowances According to Marital Status (Payment of Allowances Regardless of Marital Status)

- 7.1 Subject to subclause 7.2 of this clause, where a married couple consists of two teachers who are otherwise eligible for payment of an allowance under this schedule then, in the case of an allowance under:
- 7.1.1 subclause 2.1 or 2.2 of clause 2 of this schedule, each teacher will only be entitled to one half of the allowance provided therein for a teacher with a dependent partner;
 - 7.1.2 subclause 3.3 of clause 3 of this schedule, each teacher will only be entitled to one half of the allowance provided therein for a teacher with a dependent child or children;
 - 7.1.3 clause 4 of this schedule, each teacher will only be entitled to one half of the motor vehicle allowance applicable to a single teacher;
 - 7.1.4 clause 5 of this schedule, each teacher will only be entitled to one half of the vacation travel allowance; and
 - 7.1.5 subclause 6.2 of clause 6 of this schedule, each teacher will not qualify for reimbursement of expenses in so far as the teacher's partner qualifies for and claims reimbursement as a teacher.
- 7.2 Where a married couple includes a teacher entitled to allowances under the award and a person entitled to a similar allowance pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2009 published 21 October 2016 (380 I.G. 1292) as varied, or its successor, the teacher will only receive the difference between that allowance and the married couple or dependent allowances under this schedule.

8. Part G - Locality Allowance Committee

- 8.1 A Locality Allowance Committee will be established for the purpose of -
- 8.1.1 investigating all matters in dispute and reporting and making recommendations thereon to the Secretary and the Federation;
 - 8.1.2 recommending the inclusion or deletion of schools to be covered by the provisions of clause 3 of this schedule; and
 - 8.1.3 recommending the appropriate groupings and alteration of existing groupings of schools within clause 3 of this schedule.
- 8.2 The Locality Allowance Committee will -
- 8.2.1 consist of an equal number of representatives nominated by the Secretary and the Federation;
 - 8.2.2 elect its own chairperson, who will not have a casting vote;
 - 8.2.3 be permitted to act in the absence of any member, provided more than one half of the members are present; and
 - 8.2.4 by its creation and operation not affect the exercise of the powers and functions of any tribunal constituted under the *Industrial Relations Act 1996*.

APPENDIX A

ALLOWANCE FOR ISOLATION FROM SOCIO ECONOMIC GOODS AND SERVICES**Groupings of Schools**

Group 1 (9) Clare Tibooburra	Enngonia Wanaaring	Goodooga CS Weilmoringle	Louth White Cliffs	Marra Creek
Group 2 (10) Baryulgil Hatfield	Booligal Hill End	Boomi Ivanhoe	Bullarah Menindee	Ellerston Wilcannia CS
Group 3 (11) Bylong Upper Lightning Ridge Rowena	Cabramurra Mingoola	Carinda Moonan Flat	Corinella Nowendoc	Jerangle Quambone
Group 4 (23) Bellbrook Drake Kingstown Palinyewah Wooli	Blackville Ebor Mallawa Tullibigeal Wyaliba	Carrathool Fairfax Mungindi Tulloona Yarrowitch	Collarenebri Garah Naradhan Wollar	Croppa Creek Hermidale Niangala Wongwibinda
Group 5 (37) Bigga Cassilis Eumungerie Hargraves Nymboida Rollands Plains Tabulam Yetman	Bonalbo Chandler Girilambone Jugiong Old Bonalbo Rosewood Tambar Springs Warrumbungle EEC	Bribbaree Dundurrabin Glen Alice Mayrung Premer Rugby Tooraweenah	Burruga Elands Glenreagh Millbank Pyramul Sofala Trunkey	Burren Junction Euabalong West Gwabegar North Star Rankins Springs Spring Ridge Windeyer
Group 6 (33) Ballimore Bonshaw Deepwater Humula Pallamallawa Toomelah	Bedgerebong Brewarrina CS Emmaville Lansdowne Upper Rand Tottenham	Bellata Bundarra Goolma Long Flat Rouchel Ulong	Belltrees Caragabal Grevillia Medlow Stuart Town Wambangalang EEC	Bendemeer Conargo Hernani Mullaley Talbingo Walgett
Wattle Flat				Community College HS & PS
Group 7 (50) Ashford Bogan Gate Copmanhurst Gravesend Khancoban Mumbil Pilliga Somerton Tucabia Urbenville Walhallow	Barkers Vale Bungwahl Dalgety Greenethorpe Lake Cargelligo Mummulgum Pleasant Hills Tallimba Tullamore Woolbrook Wyangala Dam	Ben Lomond Bunnaloo Dungowan Hannam Vale Lowanna Murringo Quandialla Tarcutta Ulan Walbundrie Weethalle	Balranald Cargo Ellangowan Moulamein Nana Glen Rappville Tooleybuc Upper Coopers Creek	Bobin Coolongolook Euchareena Mullengandra Orama Savernake Towamba Willawarrin Woolomin
Group 8 (75) Afterlee Binalong Brocklesby Comboyne Dorrroughby EEC Euston	Ardlethan Binya Burrumbuttock Cowper Duri Ganmain	Attunga Blighty Cabbage Tree Curlewis Dunoon Goolgowi	Beckom Boree Creek Carroll Currabubula Errowanbang Gooloogong	Bemboka Bourke HS & PS Collins Creek Delegate Eurongilly Gulgargambone

Illabo Krambach Lyndhurst Moorland Nimbin Rosebank Telegraph Point	Iluka Ladysmith Manifold Mount George Nundle Rukenvale Tingha	Jiggi Larnook Matong Murrarni Peak Hill Rye Park Trundle	Johns River Lovesdale Mendooran Nabiac Risk, The Stockinbingal Tumbarumba HS & PS Wyndham	Koorawatha Lue Moonbi Nangus Rookhurst Stratheden Tuntable Creek Woodenbong
Tyalgum WhianWhian	Wakool Woodstock	Wiangaree Whitton		
Group 9 (67) Ariah Park Brungle Coffee Camp Crabbes Creek Delungra Geurie Kootingal Merriwa Neville Oxley Island Quaama Stratford Uranquinty Wombat	Bald Blair Burringbar Collingullie Crossmaglen Eltham Gum Flat Maimuru Mitchells Island Nimmitabel Pacific Palms Red Range Thalgarrah EEC Walla Walla Wongarbon	Barellan Channon, The Coolah Cudal Eungai Ilford Mandurama Moteagle Numeralla Pocket, The Rock Central, The Timbumburi Wallabadah	Barmedman Clergate Coramba Coutts Crossing Eureka Jennings Manildra Mullion Creek Oaklands Pomona Sandy Hollow Ulmarra Wallenbeen	Blandford Clunes Corndale Darlington Pt. Gerogery Kentucky Marrar Murrurundi Orara Upper Pottsville Beach Spring Hill Urana Wardell
Group 10 (116) Adaminaby Berridale	Adelong Bexhill	Barham HS & PS Bibbenluke	Barrington Bingara	Batlow Binnaway
Black Mountain Bombala HS & PS Candelo Central Tilba Coolamon Corindi Cundleton Dunedoo CS Fernleigh	Blakebrook Bonville Caniaba Chatsworth Island Coomealla HS Crescent Head Dareton Durrumbul Fingal Head	Bodalla Borenore Carcoar Chillingham Cooperook Crowdy Head Dorrigo HS & PS Empire Vale Gilgai	Boggabilla CS Bournda EEC Carool Cobar HS & PS Coorabell Crystal Creek Doubtful Creek Eugowra Gladstone	Boggabri Broadwater Cascade EEC Coleambally Coraki Cumnock Duranbah Farrer MAHS Goolmangar
Goonengerry Huntingdon Kellys Plains	Harrington Jerilderie Kendall	Hérons Creek Jindabyne Kinchela	Hillston Jindera Laggan	Howlong Karangi Lansdowne
Lawrence Martindale Nemingha Rous Table Top Tinonee Warren CS Woodburn	Leeville Mathoura Nyngan HS & PS Scotts Head Tanja Tintinhull Wee Waa HS & PS Wyrallah	Lennox Head Millthorpe Smithtown Spring Terrace Tathra Tregeagle Wentworth Yenda	Lockhart Modanville Old Bar Stokers Siding Terranora Tumbulgum Willow Tree Yeoval	Main Arm Upper Mogo Repton Stuarts Point Teven-Tintenbar Uki Wilsons Creek Yerong Creek

SCHEDULE 9

EXCESS TRAVEL AND COMPENSATION FOR TRAVEL ON OFFICIAL BUSINESS

PART A

Excess Travel

1. Definitions

- 1.1 For the purpose of Part A of this Schedule:
- 1.1.1 "Excess travel" means, for the purposes of clauses 3 and 4, those distances:
- (i) when travelling from home to work and vice versa, that distance in excess of the distance between the teacher's home and headquarters;
 - (ii) on any day where the teacher is required during the day to travel from one school to another.
- 1.1.2 "Headquarters" means that school where the major part of the teacher's duties are performed; or if the teacher is appointed to two schools on an equal time basis, then the headquarters school will be the school nearest to the teacher's place of residence. Provided that where a teacher is appointed to two schools on an equal time basis and has previously had a school nominated as their headquarters school, that school will be retained as the headquarters while they continue to teach at that school, notwithstanding a change to the other school.
- 1.1.3 "Teaching Program" means all face to face teaching and other duties that take place during the teacher's normal hours of schooling.

2. Teaching in More Than One School

- 2.1 Where in any school a teacher, including a temporary teacher, cannot be, or has not been, allocated a complete teaching load, the teacher may be timetabled to teach in more than one school. Such teachers include Teacher Librarians and Teachers of English as a Second Language. The following provisions in relation to payment for excess travel time and for excess travel will apply:

3. Payment for Excess Travel Time

- 3.1 If in order to perform the teacher's approved teaching program, the teacher is required to travel outside the teacher's required attendance hours for the particular school from the teacher's home to school and/or from a school to the teacher's home, the teacher will be paid for excess time occupied in travelling, subject to:
- 3.1.1 There will be deducted from the teacher's travelling time on any one day the time normally taken for the periodic journey from home to headquarters and return.
 - 3.1.2 Periods of less than one quarter of an hour on any one day will be disregarded.
 - 3.1.3 Travelling time will not include any period of travel between 11.00pm on any one day and 7.30am on the following day when the teacher has travelled overnight and sleeping facilities have been provided for the teacher.
 - 3.1.4 Travelling time will be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport.
 - 3.1.5 No time spent in performing duties will be counted as travelling time.
 - 3.1.6 The teacher is otherwise not compensated for excess travelling time by way of allowance or time off in lieu.
- 3.2 Payment for excess travelling time will be at the teacher's ordinary rate of pay on an hourly basis, calculated as follows:

$$\frac{\text{Annual Salary}}{\quad} \times \frac{7}{365} \times \frac{1}{30}$$

- 3.3 Teachers who are in receipt of a salary in excess of the rate applicable to Band 2.1 as set out in Schedule 1A, will be paid travelling time calculated at the rate applicable to the abovementioned rate.

4. Payment for Excess Travel -

4.1 All travelling costs reasonably incurred because of excess travel for the use of a private motor vehicle will be paid on the basis of cents per kilometre at two rates as follows:

4.1.1 up to 8,000 km per annum - 78 cents per km;

4.1.2 over 8,000 km per annum – 31.2 cents per km.

Provided that these rates shall be adjusted pursuant to and in accordance with the rates as approved from time to time by the Premier's Department.

4.2 For the purposes of payment under this subclause, excess travel on any day where the teacher is required during the day to travel from one school to another, will be determined in accordance with the provisions of subclauses 4.1 to 4.8 inclusive.

4.3 On days when a teacher is required to travel on official business and travels to and from home, whether or not the teacher visits headquarters, a deduction will be made from the total distance travelled from home to home as follows:

Distance Home to Headquarters (One Way) Kilometres	Deduction Kilometres
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11-29	10
30 or more	10 plus 2 km for each km above 29 km from home to headquarters.

4.4 Provided that when the above deduction in subclause 4.3 has been effected, the teacher will add to the number of kilometres claimed the kilometres shown in the follow schedule:

Home to Headquarters (One Way) Kilometres	Add Kilometres
29-35	1
36-40	2
41-45	3
46-50	4
51-55	5
56-60	6
61-65	7
66 and over	8

4.5 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers will not be paid.

4.6 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment will be made for such travel.

- 4.6.1 If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
- 4.6.2 Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment will be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 4.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites.
- 4.8 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.

PART B

Compensation for Travel on Official Business

1. Definitions

1.1 For the purpose of Part B of this Schedule:

1.1.1 "Headquarters" for a teacher means the school or administrative centre nominated by the Secretary for the particular teacher.

1.1.2 "Teacher" means a permanent or temporary teacher employed in the Teaching Service, but does not mean, unless otherwise specified, a casual teacher.

"Teacher" includes Consultants, District Guidance Officers (DGO's), School Counsellors, Itinerant Teachers (teachers of the behaviourally disordered, the visually impaired, the hearing impaired), Distance Education Centre/School Teachers, Home School Liaison Officers (HSLO), Access School Teachers, District Relief Teachers, Outreach Teachers, Pre School Teachers, Support Teachers Intensive Reading, Careers Advisers, Early Intervention Teachers, Violence Program Teachers, Languages Other Than English Teachers (LOTE), Early Student Support Program Teachers (ESSP), teachers programmed to teach in a school and a TAFE location and includes any equivalent classifications thereto so long as their work patterns remain unchanged.

2. Except where authorised, teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.
3. Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable.
- 3.1 Payment, on a case by case basis, will be considered by the Department for private motor vehicle usage by casual teachers who relieve in a position as identified in paragraph 1.1.2 and who are required and authorised to use their private motor vehicle in the performance of their relieving duties.
4. The Use of a Teacher's Private Motor Vehicle on Official Business is Not Mandatory.
5. Official Business Rate -
- 5.1 The official business rate is payable where the use of a teacher's private motor vehicle on official business is authorised and the teacher is required to travel on official business using their motor

vehicle on a regular basis of at least once per week throughout the school year or travel a minimum of 400 kilometres during the school year, except where:

- 5.1.1 an official vehicle is available;
- 5.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and or restriction in the performance of the teacher's duties and professional responsibilities.
- 5.2 Where a teacher commences duty other than at the start of the school year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, will be adjusted proportionately.
- 5.3 The rate paid is that specified at clause 9 of this schedule.
6. Casual Rate -
- 6.1 The casual rate is payable to teachers who are authorised to use their private motor vehicle to travel on official business intermittently as opposed to regular use (as provided by clause 5 of this Schedule) for which the official business rate is paid, except where:
- 6.1.1 an official vehicle is available;
- 6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.
- 6.2 In circumstances where teachers are not authorised for reimbursement of travel expenses at the official business rate, they may be given approval to use their private vehicle on official business at the casual rate, including travel to attend staff development courses, selection committee interviews, and Industrial Relations Commission appearances.
- 6.3 The rate paid is that specified at clause 8 of this schedule.
7. Daily Deduction -
- 7.1 On days when a teacher is required to travel on official business and travels to and from home, whether or not the teacher visits headquarters, a deduction will be made from the total distance travelled from home to home as follows:

Distance Home to Headquarters (One Way)	Deduction
Kilometres	Kilometres
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11-29	10
30 or more	10 plus 2 km for each km above 29 km from home to headquarters.

- 7.2 Provided that when the above deduction in subclause 7.1 has been effected, the teacher will add to the number of kilometres claimed the kilometres shown in the following schedule:

Home to Headquarters (One Way) Kilometres	Add Kilometres
29-35	1
36-40	2
41-45	3
46-50	4
51-55	5
56-60	6
61-65	7
66 and over	8

- 7.3 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers will not be paid.
- 7.4 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment will be made for such travel.
- 7.5 If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
- 7.6 Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment will be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 7.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites.
- 7.8 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.
8. Official Business and Casual Rate -

Clause of Schedule which applies	Rate/	Cents Per Km	
5	Official Business Rate	0 - 8,000 km per annum	8,001 km or more per annum
		78.0	31.2
6	Casual Rate	31.2	

Provided that these rates will be adjusted pursuant to and in accordance with the rates as approved from time to time by the Secretary, Department of Premier and Cabinet.

SCHEDULE 10

Special. Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers Qualifications and Appointments -

1. Officers who are employed as teachers and persons who, in the opinion of the Secretary, have the appropriate qualifications to be employed as teachers will be eligible to apply for appointment as Home School Liaison Officers.

2. Officers who are employed as teachers and persons who, in the opinion of the Secretary, have the appropriate qualifications and or experience to be appointed as Aboriginal student liaison officers will be eligible to apply for temporary appointment as Aboriginal student liaison officers.
3. A successful applicant for appointment to a vacant position of home school liaison officer or Aboriginal student liaison officer will, subject to Sections 50 and 51 of the Teaching Service Act be temporarily appointed to a specified location and for a specified period determined by the Secretary.

Duties -

4. Home school liaison officers and Aboriginal student liaison officers will be responsible for those duties as determined by the Secretary and will be directly responsible to an officer or such other person(s) as determined by the Secretary.

Training -

5. Successful applicants for the position of home school liaison officer or Aboriginal student liaison officer will, following temporary appointment to specified positions or locations, be required as part of their duties to undergo a course of training of a nature and for a period prescribed by the Secretary.
6. Home school liaison officers and Aboriginal student liaison officers whose homes are 100kms or more from the training course centre will be eligible for financial assistance as provided by the Department towards the cost of temporary accommodation used while on the course and for travel between their homes in New South Wales and the course at the beginning and end of the course and on one weekend during the course. In addition, travel costs in excess of those for daily travel to the course incurred in attending at locations other than the course centre, on program requirements, will be reimbursed.

Salaries -

Home School Liaison Officers -

7. On temporary appointment as a home school liaison officer a teacher will continue to receive their current substantive teaching salary and will continue to progress on the appropriate step on the common incremental salary scale on their normal teaching incremental date subject to clause 6, Salary Progression and Maintenance and clause 21, Calculation of Service of this award. A person not being an officer will on appointment as a home school liaison officer be paid an annual salary according to their qualifications and status as if they were appointed as a teacher covered by the award and will progress on the common incremental salary scale on an incremental date determined by the date of their appointment as a home school liaison officer subject to clause 6, Salary Progression and Maintenance and clause 21, Calculation of Service, of this award.

Aboriginal Student Liaison Officers -

8. Minimum salaries on commencement of employment and progression thereafter under the common incremental salary scale as set out in Schedule 1A of this award are determined as follows:

Aboriginal student liaison officers who are:

Non-graduates - step 3

Graduates without teacher training - step 4

Graduates with teacher training - step 5

Graduates with five years of training - step 6

Allowances and Additional Leave -

9. Overtime will not be paid for hours worked in excess of seven hours per day and no compensatory leave will be allowed for evening, Saturday or Sunday work. In addition, no compensation will be allowed for time spent in travelling.
10. To compensate for all incidents of employment, including hours worked in excess of seven hours on any day, evening, Saturday or Sunday, and time spent in travelling, home school liaison officers and Aboriginal student liaison officers will receive:
 - 10.1 an allowance as provided for in paragraph 5.2.1 of clause 5, Allowances, and Schedule 7; and
 - 10.2 six weeks leave per annum in addition to the four weeks annual recreation leave provided in clause 13 of this schedule. The six weeks leave and the four weeks annual recreation leave will be taken during school vacation periods unless the performance of work required to be done during a school vacation(s) necessitates part of the ten weeks leave to be taken at other time(s) as approved by the Secretary.

Hours and Conditions -

11. Subject to the special conditions contained in this schedule, home school liaison officers and Aboriginal student liaison officers will enjoy the hours and conditions of employment applying to other non-school based teaching service personnel.
12. The ordinary hours of work, exclusive of meal times, will be 35 per week to be worked Monday to Friday inclusive and to commence on such days at or after 8.00am and conclude on or before 6.00pm. Provided that, where required, a home school liaison officer or Aboriginal student liaison officer will be required to work beyond these normal hours on weekdays and to work on weekends.
13. Annual recreation leave will accrue at the rate of four weeks per year.
14. Notwithstanding that an officer, on appointment as a home school liaison officer or Aboriginal student liaison officer, may not comply with the service requirement included in the definition of a transferred officer contained in Determination No.1/2001, titled the Transferred Officers Compensation Determination or its successor determination, but otherwise finds it necessary to move their residence as a consequence of the appointment, the officer will be deemed a transferred officer for the purposes of Determination No.1/2001 or its successor determination.
15. An officer appointed as a home school liaison officer is eligible to apply for and accept appointment to any advertised Teaching Service position.

Subsequent Employment -

Home School Liaison Officers -

16. An officer appointed as a home school liaison officer will, on completion of the period of the appointment, be eligible and required to transfer to a teaching position.
17. A person with a current approval to teach appointed as a home school liaison officer will, on completion of the period of their appointment, elect to be appointed, pursuant to Section 47 of the Teaching Service Act, as a permanent teacher with priority to all other persons on any teacher employment waiting list. This permanent appointment will not be probationary as provided for in Section 48 of the Teaching Service Act. The home school liaison officer may always elect to accept a temporary appointment as a teacher.

Aboriginal Student Liaison Officers -

18. An officer appointed as an Aboriginal student liaison officer will, on completion of the period of the appointment, be eligible and required to transfer to an appropriate teaching service position.

SCHEDULE 11

Special Conditions Covering Teachers at Residential Agricultural High Schools

1. Special Conditions -
 - 1.1 The principal, following consultation with a representative nominated by the staff in a residential agricultural high school, will prepare detailed information on the duties of teachers and the conditions of employment in the school. This information will include rostered duty requirements, residential requirements and other information that will assist both new appointments and teachers who may be transferred to the school by the Secretary.
 - 1.2 All new teachers at the schools will be supplied with a copy of this information before accepting appointment to the school.
2. All new vacant positions will be deemed to be special fitness positions, provided that the Secretary will retain the right to fill any vacant positions by way of transfer or such other manner as considered appropriate.
3. Subject to the availability of accommodation, all teachers appointed to vacant positions in the schools will be required to reside on the school site for a minimum period of three years.
4. Following the minimum period referred to in clause 3 of this schedule, and subject to the needs of the school, teachers may apply for a further residence on-site for another two year period. Thereafter a teacher may seek an extension of residency and tenure beyond this two year period.
5. Initial appointment of residential teachers and reappointment of residential teachers to the school after the first or second period of residence on the school site will be made on an annual basis at the discretion of the principal, with due regard to the needs of the school.
6. A library supervisor will be appointed to each school for a period of up to 20 hours per week during the school term to supervise the school library at nights and on weekends.

In selecting a library supervisor the principal will, as he or she considers appropriate, give priority to employing trained teachers.
7. There will be two head teachers (welfare) appointed to each school on the basis of special fitness.
8. The duties of the head teachers (welfare) will include:
 - 8.1 undertaking rostered supervision duty;
 - 8.2 responsibility for the organisation and implementation of all aspects of residential supervision within the school;
 - 8.3 implementation of student supervision rosters;
 - 8.4 supervision of teachers on roster duty;
 - 8.5 responsibility for school welfare programs.
9. At each school, one teacher in charge of residential supervision will be appointed by the principal (consistent with subclause 2.61 of clause 2, Dictionary of the award) to receive the Teacher in Charge of Residential Supervision Allowance as provided for in paragraph 5.5.3 of clause 5, Allowances, and Schedule 7.
10. Educational programs must be provided for all students at the school, up to and including the last school day of all four school terms.

11. All teachers, including head teachers, but excluding the principal and deputy principal appointed to the school, will be required to perform, on a roster basis, out of normal teaching hours supervision of students as follows:
 - 11.1 Teachers on a full rostered program will be required to undertake one rostered duty in every ten days during the designated school year.
 - 11.2 Where the school has more non-resident staff than required to fill the duty roster, staff may be rotated onto the duty roster over a twelve month period to ensure rostered duty is shared by the entire staff and will be paid the rostered supervision allowance on a pro rata basis.
 - 11.3 There should be, as far as possible, a gender balance related to the needs of the school within the staff roster. Where this is not possible the principal, in consultation with the staff, will determine the most appropriate staffing roster.
 - 11.4 The size and composition of rostered duty teams will be decided by the principal following consultation with staff at the school. To facilitate a one in ten days roster of a five person duty team, casual teachers or other staff may be employed by the principal where insufficient full time teachers are available, to make up the necessary duty teams.
 - 11.5 Teachers on rostered supervision duty will be provided with free meals at the school for the duration of their rostered duty.
 - 11.6 Staff on rostered duty will be entitled to a half hour break during their duty on week days and a one hour break during their duty on weekend days. Such breaks will be arranged by those rostered on duty to ensure that each person receives a break unless extraordinary circumstances or the exigencies of the school on a particular day makes this impractical. There will be no requirement to engage casual labour as a result of staff taking such breaks.
12. A rostered supervision allowance as provided for in paragraph 5.5.1 of clause 5, Allowances, and Schedule 2 will be paid on the basis that:
 - 12.1 Teachers at the school are required to undertake rostered duties on the basis of one duty every ten days during the school year.
 - 12.2 Rostered supervision duty for all teachers on the duty team (whether resident or non-resident) involves an on call period following the conclusion of active duty. This on call period will operate from approximately 11.00pm to 7.00am. The on call duty may require, where accommodation is available, that any member of a duty team stay overnight on the school site.
 - 12.3 During the on call period there will be a minimum of two teachers (excluding the principal and deputy principal but including at least one member of the rostered duty team) in residence at the school on each night during the school year to respond to emergencies and any supervisory requirements as necessary. This would normally include one residential member of the rostered duty team and one other member of the residential staff. If a member of the residential staff is not available, then a non-residential member of staff will remain on-site. All other members of the duty team rostered on any day will, however, remain on call.
 - 12.4 Teachers who are absent on leave for one term or more will lose a pro rata proportion of the rostered supervision allowance. Similarly, a teacher who commences duty at the school other than in the first week of Term one will be paid the rostered supervision allowance on a pro rata basis on the amount of supervision actually performed in that school year.
 - 12.5 Should a teacher be sick on any day on which a rostered duty falls, then for the first two such days in any year the teacher will be entitled to be paid.
13. An additional allowance based on the average rate for a rostered duty will be paid to three volunteer teachers at the school to supervise students returning following the Christmas, Terms one, two and three

vacations and compulsory leave weekends. This duty will commence from 3.00pm on the day preceding the commencement of school until 7.00am the next day.

14. The head teacher (welfare) will be paid in addition to the rostered supervision allowance a residential supervision allowance as provided for in paragraph 5.5.2 of clause 5, Allowances, and Schedule 7.
15. Teacher trained library supervisors will be remunerated at an hourly casual teacher rate. The hourly casual teacher rate will be calculated on the basis of the daily casual teacher in schools rate divided by six. This rate is loaded to be inclusive of sick leave, family and community service leave, special leave and leave loading.
16. The Department will investigate providing
 - 16.1 Further accommodation for teaching staff at the schools. In the event of the head teacher (welfare) being single, accommodation to the level provided to other single resident teachers will be provided.
 - 16.2 Subject to the availability of funds, additional married accommodation at the schools.
17. Teachers in residential accommodation on-site in the school will be provided with free board and lodging, including laundry and utilities.
18. All teachers in other accommodation (including executive staff) will be required to clean their accommodation and undertake their own laundry and pay appropriate rental where payment of rental presently applies.

SCHEDULE 12

Secondary College of Languages

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Employment Jurisdiction
4.	Recruitment and Appointment
5.	Allocation to Centres and Classes
6.	Duties as Directed
7.	Remuneration
8.	Travel Expenses
9.	Training and Development
10.	Recognition of Service
11.	Anti-Discrimination
12.	Parental Leave and Other Entitlements
13.	Dispute Resolution Procedures
14.	Deduction of Union Membership Fees
15.	Work, Health and Safety

Table 1 - Remuneration, Monetary Rates

2. Definitions

- 2.1 “Accredited” means a teacher who has demonstrated the Australian Professional Standards for Teachers at the level of Proficient, Highly Accomplished or Lead and has been accredited as such by a Teacher Accreditation Authority.
- 2.2 “Anti-Discrimination Act” means the *Anti-Discrimination Act 1977*

- 2.3 "Assistant Supervisor" means an employee who assists the Supervisor and who acts in his/her capacity during the absence of the Supervisor.
- 2.4 "Centre" means a location at which language teaching and learning is conducted by the Secondary College of Languages.
- 2.5 "Casual Secondary College of Languages Teacher" means an employee who is engaged on an hourly rate of pay in the Teaching Service at the Secondary College of Languages.
- 2.6 "Curriculum Co-ordinator" means an employee who assists the Centre Supervisor and the Principal, Secondary College of Languages in curriculum implementation; development of curriculum resources and provision of advice on language teaching methodology.
- 2.7 "Department" means the Department of Education.
- 2.8 "Employee" means a person employed as a supervisor, assistant supervisor, curriculum coordinator or teacher at the Secondary College of Languages by the Secretary or delegate under the provisions of the Teaching Service Act.
- 2.9 "Federation" means the Australian Education Union NSW Teachers Federation Branch.
- 2.10 "Industrial Relations Act" means the *Industrial Relations Act 1996*
- 2.11 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the Industrial Relations Act.
- 2.12 "Parties" means the Department and the Federation.
- 2.13 "Principal, Secondary College of Languages" means the officer appointed by the Secretary to be responsible for the operation of the Secondary College of Languages.
- 2.14 "Secondary College of Language Teacher" means an employee responsible as part of a team for the educational instruction of students in a community language.
- 2.15 "Secondary College of Languages" means a multi-location facility established by the Department to provide an avenue for students of a particular community language background to pursue the study of that language which cannot otherwise be studied in the student's regular school.
- 2.16 "Secretary" means the Secretary of Education.
- 2.17 "Sessional Secondary College of Language Teacher or other employee" means an employee who is employed as a supervisor, assistant supervisor or curriculum co-ordinator on a temporary basis. The definition of temporary teacher provided for in clause 2.62 of the award does not include sessional Secondary College of Language teacher.
- 2.18 "Supervisor" means an employee who co-ordinates a team of assistant supervisors, curriculum co-ordinators, teachers and clerical staff and is responsible for the educational and administrative leadership at an operating location of the Secondary College of Languages.
- 2.19 "Teacher Accreditation Act" means the *Teacher Accreditation Act 2004*.
- 2.20 "Teacher Accreditation Authority" means the person or body delegated by the Secretary of the Department of Education under the Teacher Accreditation Act to accredit in government schools.
- 2.21 "Teaching Service Act" means the *Teaching Service Act 1980*.
- 2.22 "Temporary Employee" means and includes all persons employed on a temporary basis, other than on a casual basis under the Teaching Service Act.

3. Employment Jurisdiction

- 3.1 Casual Secondary College of Language teachers and sessional Secondary College of Language supervisors, assistant supervisors and curriculum co-ordinators are employed in accordance with the Teaching Service Act.

4. Recruitment and Appointment

- 4.1 Employees covered by this schedule are engaged to teach in the Department's Secondary College of Languages.
- 4.2 Offers of appointment and continuing employment during periods of appointment will continue and be conditional on:
- 4.2.1 the Secondary College of Languages' ongoing need for the service provided; and
- 4.2.2 satisfactory performance of duties.
- 4.3 Satisfactory performance of duties for all employees will be appraised via an annual performance and development process.
- 4.4 Appointments will be made on merit and will be subject to the qualification requirements as specified in subclause 4.5 of this clause.
- 4.5 Secondary College of Language supervisors, assistant supervisors, curriculum co-ordinators and teachers must be accredited.

5. Allocation to Centres and Classes

- 5.1 Allocation of employees to Centres and classes will be the responsibility of the Principal, Secondary College of Languages. The Principal will consider the following matters in the allocation to Centres and classes:
- 5.1.1 continuity of educational programs;
- 5.1.2 distance travelled from home to centre; and
- 5.1.3 curriculum needs of the centre.

6. Duties as Directed

- 6.1 The Secretary, his/her delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote de-skilling.
- 6.2 The Secretary may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 6.3 Any directions issued by the Secretary pursuant to subclauses 6.1 and 6.2 of this clause will be consistent with the Secretary's responsibility to provide a safe and healthy working environment.

7. Remuneration

- 7.1 Rates of pay will be paid in accordance with Table 1, Remuneration, Monetary Rates to this schedule. The rates of pay for employees are as set out in Table 1 - Remuneration, Monetary Rates, to this schedule.

- 7.2 Subject to clause 8, Travel Expenses, the above rates of pay are fully inclusive rates which incorporate remuneration for all terms and conditions of employment.
- 7.3 Supervisors, Assistant Supervisors and Curriculum Coordinators will be paid no less than the Saturday sessional rates as prescribed in the said Table 1 for administrative, supervisory and curriculum coordination work undertaken at a Centre. Saturday sessional rates include payment for incidental work such as securing premises and resources, peak time administrative duties, irregular consultations with students, parents and staff, and the parent/teacher meetings and presentation days as set down in the Saturday School calendar.
- 7.4 Sessional work on a Saturday for Supervisors, Assistant Supervisors and Curriculum Co-ordinators will be of four hours duration, unless otherwise determined by the Principal, Secondary College of Languages in consultation with the employee and with due notice and will be remunerated at the sessional rates prescribed in Table 1, Monetary Rates.
- 7.5 Where a Supervisor, Assistant Supervisor or Curriculum Coordinator is required by the Principal, Secondary College of Languages to work at a Centre, hours additional to the four sessional hours specified in subclause 7.4 of this clause, including regular additional hours to meet the ongoing needs of particular Centres, remuneration for these hours will be paid at the hourly rates prescribed in Table 1 for each additional hour that they are required to work. Periods of less than one hour will be remunerated in intervals of 30 minutes or part thereof.
- 7.6 Casual Secondary College of Language Teachers will be paid the hourly rates of pay prescribed in Table 1. The approved paid hours for this classification of teachers will be as follows:
- 7.6.1 Year 7 - 10 classes - 2.75 hours per week
- 7.6.2 Years 11 - 12 Continuers and Background Speakers course classes - 3.75 hours per week
- 7.6.3 Year 12 Extension course classes - an additional one hour per week.
- 7.7 For a Casual Secondary School of Languages Teacher to be entitled to payment for hours in addition to those prescribed in subclause 7.6 of this clause, prior approval to work the additional hours must be obtained from the Principal, Secondary College of Languages before that work is undertaken. Additional hours will be remunerated at the hourly rates prescribed in Table 1. Periods of less than one hour will be remunerated in intervals of 30 minutes or part thereof.
- 7.8 A Casual Secondary College of Language Teacher's approved paid hours as prescribed in subclause 7.6 includes 0.5 hours preparation time and 0.25 hours playground duty.
- 7.9 During the 0.5 hours preparation time Casual Secondary College of Language Teachers may be required to be present at their Centres, if considered necessary by the Supervisor, for consultation with staff, students and/or parents.
- 7.10 Salary packaging
- 7.10.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Table 1 and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.
- 7.10.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.

Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

- 7.10.3 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 7.10.4 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 7.10.4.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
 - 7.10.4.2 any administrative fees.
- 7.10.5 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee will be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 7.10.5.1 Superannuation Guarantee Contributions;
 - 7.10.5.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
 - 7.10.5.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

8. Travel Expenses

- 8.1 Where an employee is required and authorised to travel in the performance of their duties, reimbursement for travel expenses will be paid in accordance with the provisions applying to other Departmental teachers.
- 8.2 Employees are not regarded as teachers timetabled to teach in more than one school when determining reimbursement for travel expenses.

9. Training and Development

- 9.1 The Department confirms its commitment to training and development for employees and will provide appropriate training and development opportunities to meet this commitment within the context of the needs and priorities of the Secondary College of Languages. The Department has an expectation that employees will attend appropriate staff development and curriculum co-ordination activities. The appropriateness of the activities will be determined by the Principal, Secondary College of Languages in consultation with Supervisors.
- 9.2 Employees recognise the importance of maintaining and updating their skills for the benefit of the students of the Secondary College of Languages.
- 9.3 Approved attendance at training and development courses and staff development and curriculum co-ordination activities will be remunerated as additional hours in accordance with subclauses 7.5 or 7.7 of clause 7, Remuneration.
- 9.4 The Performance and Development Framework applies to all teachers in all classifications at the Secondary College of Languages.

10. Recognition of Service

- 10.1 Employees holding a Departmental approval to teach in regular government schools in New South Wales, not otherwise permanently employed by the Department, will have service at the Secondary College of Languages from 4 August 1995 recognised as service with the Department, on the basis that each six approved paid hours at the Secondary College of Languages, pursuant to clause 7, Remuneration, will be equivalent to one day of service.

- 10.2 Employees holding a Departmental approval to teach in regular government schools in NSW but not otherwise permanently employed by the Department will have service at the Secondary College of Languages from 4 August 1995 recognised for the purposes of incremental progression on permanent appointment to the Department.

11. Anti-Discrimination

- 11.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 11.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 11.3 Under the Anti-Discrimination Act, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 11.4 Nothing in this clause is to be taken to affect:
- 11.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 11.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 11.4.3 any act of practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act;
 - 11.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

12. Parental Leave and Other Entitlements

- 12.1 Employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, Industrial Relations Act, if they meet the definition of a regular casual employee (see section 53(2) of the Industrial Relations Act). The following provisions will also apply in addition to those set out in the Industrial Relations Act).

12.1.1 The Secretary must not fail to re-engage an employee who meets the definition of a regular casual employee because:

- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

The rights of the Secretary in relation to engagement and re-engagement of employees are not affected, other than in accordance with this clause.

12.2 Personal Carers Entitlements

12.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in 12.4.2 below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject

to the evidentiary requirements set out below in 12.2.4, and the notice requirements set out in 12.2.5.

12.2.2 The Secretary and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The employee is not entitled to any payment for the period of non-attendance.

12.2.3 The Secretary must not fail to re-engage an employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary to engage or not to engage an employee are otherwise not affected.

12.2.4 The employee will, if required,

- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to the Secretary or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

12.2.5 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day of such absence, inform the Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary hours of the first day of such absence, the employee will inform the Secretary within 24 hours of the absence.

12.3 Bereavement entitlements

12.3.1 Employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the Secretary).

12.3.2 The Secretary and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The employee is not entitled to any payment for the period of non-attendance.

12.3.3 The Secretary must not fail to re-engage an employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary to engage or not engage a employee are otherwise not affected.

12.3.4 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary hours of the first day or shift of such absence, the employee will inform the Secretary within 24 hours of the absence.

12.4 The entitlement in accordance with this clause is subject to:

12.4.1 the employee being responsible for the care and support of the person concerned; and

12.4.2 the person concerned being:

- (i) a spouse of the employee; or

- (ii) a de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
- (iii) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or of the de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household where, for the purposes of this definition:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling.

13. Dispute Resolution Procedures

- 13.1 Subject to the provisions of the Industrial Relations Act, should any dispute, question or difficulty about an industrial matter arise then the following procedures will apply:
- 13.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and/or the Federation's workplace representative will raise the matter with the appropriate Principal or Supervisor as soon as practicable.
 - 13.1.2 The Principal or Supervisor will discuss the matter with the employee and/or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
 - 13.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and/or the Federation may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 13.2 Where the above procedures in subclause 13.1 do not lead to a resolution of the dispute, the matter will be referred to the Chief People Officer of the Department and the Branch Secretary of the Federation. They or their nominees will discuss the dispute with a view to resolving the matter or negotiating an agreed method and time frame for proceeding.
- 13.3 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission.

14. Deduction of Union Membership Fees

- 14.1 The union will provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 14.2 The union will advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable will be provided to the employer at least one month in advance of the variation taking effect.

- 14.3 Subject 14.1 and 14.2 above, the employer must deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 14.4 Monies so deducted from employees' pay must be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 14.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees must be deducted on a fortnightly basis.
- 14.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

15. Work, Health and Safety

- 15.1 For the purposes of this clause, the following definitions will apply:
- 15.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer
- 15.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 15.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer will do the following (either directly, or through the agency of the labour hire or contract business):
- 15.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 15.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
- 15.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 15.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 15.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

Table 1- Remuneration, Monetary Rates

Secondary College of Languages

Classification	Reference Only Saturday sessional rate from the first pay period to commence on or after 1.1.2022 \$	Saturday sessional rate from the first pay period to commence on or after 1.7.2022 \$	Saturday sessional rate from the first pay period to commence on or after 1.1.2023 \$
Increase	2.04%	0.25%	2.53%
Supervisor	839.92	842.02	863.32
Assistant Supervisor	665.53	667.19	684.07
Curriculum Coordinator	665.53	667.19	684.07

Classification	Saturday casual hourly rate from the first pay period to commence on or after 1.1.2022 \$	Saturday casual hourly rate from the first pay period to commence on or after 1.7.2022 \$	Saturday casual hourly rate from the first pay period to commence on or after 1.1.2023 \$
Increase	2.04%	0.25%	2.28%
Supervisor	139.99	140.34	143.89
Assistant Supervisor	110.93	111.21	114.02
Curriculum Coordinator	110.93	111.21	114.02
Teacher	91.15	91.38	93.69

SCHEDULE 13

Australian Professional Standards for Teachers

Standard 1 - know students and how they learn

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Physical, social and intellectual development and characteristics of students	1.1.1 Demonstrate knowledge and understanding of physical, social and intellectual development and characteristics of students and how these may affect learning.	1.1.2 Use teaching strategies based on knowledge of students' physical, social and intellectual development and characteristics to improve student learning.	1.1.3 Select from a flexible and effective repertoire of teaching strategies to suit physical, social and intellectual development and characteristics of students.	1.1.4 Lead colleagues to select and develop teaching strategies to improve student learning using knowledge of the physical, social and intellectual development and Characteristics of students.
Understand how students learn	1.2.1 Demonstrate knowledge and understanding of research into how students learn and the implications for teaching.	1.2.2 Structure teaching programs using research and collegial advice about how students learn.	1.2.3 Expand understanding of how students learn using research and workplace knowledge.	1.2.4 Lead processes to evaluate the effectiveness of teaching programs using research and workplace knowledge about how students learn.

Students with diverse linguistic, cultural, religious and socio economic backgrounds	1.3.1 Demonstrate knowledge of teaching strategies that are responsive to the learning strengths and needs of students from diverse linguistic, cultural, religious and socio economic backgrounds.	1.3.2 Design and implement teaching strategies that are responsive to the learning strengths and needs of students from diverse linguistic, cultural, religious and socio economic backgrounds.	1.3.3 Support colleagues to develop effective teaching strategies that address the learning strengths and needs of students from diverse linguistic, cultural, religious and socio economic backgrounds.	1.3.4 Evaluate and revise school learning and teaching programs, using expert and community knowledge and experience, to meet the needs of students with diverse linguistic, cultural, religious and socio economic backgrounds.
Strategies for teaching Aboriginal and Torres Strait Islander students	1.4.1 Demonstrate broad knowledge and understanding of the impact of culture, cultural identity and linguistic background on the education of students from Aboriginal and Islander backgrounds.	1.4.2 Design and implement effective teaching strategies that are responsive to the local community and cultural setting, linguistic background and histories of Torres Strait Islander students.	1.4.3 Provide advice and support colleagues in the implementation of effective teaching strategies for Aboriginal and Torres Strait Islander students using knowledge of Community representatives.	1.4.4 Develop teaching programs that support equitable and ongoing participation of Aboriginal and Torres Strait Islander students by engaging in collaborative relationships representatives and parents/carers.
Differentiate teaching to meet the specific learning needs of students across the full range of abilities	1.5.1 Demonstrate knowledge and understanding of strategies for differentiating teaching to meet the specific learning needs of students across the full range of abilities.	1.5.2 Develop teaching activities that incorporate differentiated strategies to meet the specific learning needs of students across the full range of abilities.	1.5.3 Evaluate learning and teaching programs, using student assessment data, that are differentiated for the specific learning needs of students across the full range of abilities.	1.5.4 Lead colleagues to evaluate the effectiveness of learning and teaching programs differentiated for the specific learning needs of students across the full range of abilities.
Strategies to support full participation of students with Disability	1.6.1 Demonstrate broad knowledge and understanding of legislative requirements and teaching strategies that support the participation and learning of students with disability.	1.6.2 Design and implement teaching activities that support the participation and learning of students with disability and address relevant policy and legislative requirements.	1.6.3 Work with colleagues to access specialist knowledge, and relevant policy and legislation, to develop teaching programs that support the participation and learning of students with disability.	1.6.4 Initiate and lead the review of school policies to support the engagement and full participation of students with disability and ensure compliance with legislative and/or system policies.

Standard 2 - know the content and how to teach it

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Content and teaching strategies of the teaching area	2.1.1 Demonstrate knowledge and understanding of the concepts, substance and structure of the content and teaching strategies of the teaching area	2.1.2 Apply knowledge of the content and teaching strategies of the teaching area to develop engaging teaching activities.	2.1.3 Support colleagues using current and comprehensive knowledge of content and teaching strategies to develop and implement engaging learning and teaching programs.	2.1.4 Lead initiatives within the school to evaluate and improve knowledge of content and teaching strategies and demonstrate exemplary teaching of subjects using effective, research-based learning and teaching programs.
Content selection and organisation	2.2.1 Organise content into an effective learning and teaching sequence.	2.2.2 Organise content into coherent, well-sequenced learning and teaching programs.	2.2.3 Exhibit innovative practice in the selection and organisation of content and delivery of learning and teaching programs.	2.2.4 Lead initiatives that utilise comprehensive content knowledge to improve the selection and sequencing of content into coherently organised learning and teaching programs.
Curriculum, assessment and Reporting	2.3.1 Use curriculum, assessment and reporting knowledge to design learning sequences and lesson plans.	2.3.2 Design and implement learning and teaching programs using knowledge of curriculum, assessment and reporting requirements.	2.3.3 Support colleagues to plan and implement learning and teaching programs using contemporary knowledge and understanding of curriculum, assessment and reporting requirements.	2.3.4 Lead colleagues to develop learning and teaching programs using comprehensive knowledge of curriculum, assessment and reporting requirements.
Understand and respect Aboriginal and Torres Strait Islander people to Promote reconciliation Between Indigenous and non-Indigenous Australians	2.4.1 Demonstrate broad knowledge of, understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.2 Provide opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.3 Support colleagues with providing opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.4 Lead initiatives to assist colleagues with opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.

Literacy and numeracy strategies	2.5.1 Know and understand literacy and numeracy teaching strategies and their application in teaching areas.	2.5.2 Apply knowledge and understanding of effective teaching strategies to support students' literacy and numeracy achievement.	2.5.3 Support colleagues to implement effective teaching strategies to improve students' literacy and Numeracy achievement.	2.5.4 Monitor and evaluate the implementation of teaching strategies within the school to improve students' achievement in literacy and numeracy using research-based knowledge and student data.
Information and Communication Technology (ICT)	2.6.1 Implement teaching strategies for using ICT to expand curriculum learning opportunities for students.	2.6.2 Use effective teaching strategies to integrate ICT into learning and teaching programs to make selected content relevant and meaningful.	2.6.3 Model high-level teaching knowledge and skills and work with colleagues to use current ICT to improve their teaching practice and make content relevant and meaningful.	2.6.4 Lead and support colleagues within the school to select and use ICT with effective teaching strategies to expand learning opportunities and content knowledge for all students.

Standard 3 - plan for and implement effective teaching and learning

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Establish Challenging learning goals	3.1.1 Set learning goals that provide achievable challenges for students of varying abilities and characteristics.	3.1.2 Set explicit, challenging and achievable learning goals for all students.	3.1.3 Develop a culture of high expectations for all students by modelling and setting challenging learning goals.	3.1.4 Demonstrate exemplary practice and high expectations and lead colleagues to encourage students to pursue challenging goals in all aspects of their education.
Plan, structure and sequence learning programs	3.2.1 Plan lesson sequences using knowledge of student learning, content and effective teaching strategies.	3.2.2 Plan and implement well structured learning and teaching programs or lesson sequences that engage students and promote learning.	3.2.3 Work with colleagues to plan, evaluate and modify learning and teaching programs to create productive learning environments that engage all students.	3.2.4 Exhibit exemplary practice and lead colleagues to plan, implement and review the effectiveness of their learning and teaching programs to develop students' knowledge, understanding and skills.

Use teaching strategies	3.3.1 Include a range of teaching strategies in teaching.	3.3.2 Select and use relevant teaching strategies to Develop knowledge skills, problem solving and critical creative thinking.	3.3.3 Support colleagues to select and apply effective teaching strategies to develop knowledge, skills, problem solving and critical and creative thinking.	3.3.4 Work with colleagues to review, modify and expand their repertoire of teaching strategies to enable students to use knowledge, skills, problem solving and critical and creative thinking.
Select and use resources	3.4.1 Demonstrate knowledge of a range of resources, including ICT, that engage students in their learning.	3.4.2 Select and/or create and use a range of resources, including ICT, to engage students in their learning.	3.4.3 Assist colleagues to create, select and use a wide range of resources, including ICT, to engage students in their learning.	3.4.4 Model exemplary skills and lead colleagues in selecting, creating and evaluating resources, including ICT, for application by teachers within or beyond the school.
Use effective classroom communication	3.5.1 Demonstrate a range of verbal and non-verbal communication strategies to support student engagement.	3.5.2 Use effective verbal and non-verbal communication strategies to support student understanding, participation engagement and achievement.	3.5.3 Assist colleagues to select a wide range of verbal and non-verbal communication strategies to support students' understanding, engagement and achievement.	3.5.4 Demonstrate and lead by example inclusive verbal and non-verbal communication using collaborative strategies and contextual knowledge to support students' understanding, engagement and achievement.
Evaluate and improve teaching programs	3.6.1 Demonstrate broad knowledge of strategies that can be used to evaluate teaching programs to improve student learning.	3.6.2 Evaluate personal teaching and learning programs using evidence, including feedback from students and student assessment data to inform planning.	3.6.3 Work with colleagues to review current teaching and learning programs using student feedback, student assessment data, knowledge of curriculum and workplace practices.	3.6.4 Conduct regular reviews of teaching and learning programs using multiple sources of evidence including: student assessment data, curriculum documents, teaching practices and feedback from parents/carers, students and colleagues.

Engage parents/ carers in the educative process	3.7.1 Describe a broad range of strategies for involving parents/carers in the educative process	3.7.2 Plan for appropriate and contextually relevant opportunities for parents/carers to be involved in their children's learning.	3.7.3 Work with colleagues to provide appropriate and contextually relevant opportunities for parents/carers to be involved in their children's learning.	3.7.4 Initiate contextually relevant processes to establish programs that involve parents/ carers in the education of their children and broader school priorities and activities.
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Standard 4 -create and maintain supportive and safe learning environments

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Support student participation	4.1.1 Identify strategies to support inclusive student participation and engagement in classroom activities.	4.1.2 Establish and implement inclusive and positive interactions to engage and support all students in classroom activities.	4.1.3 Model effective practice and support colleagues to implement inclusive strategies that engage and support all students.	4.1.4 Demonstrate and lead by example the development of productive and inclusive learning environments across the school by reviewing inclusive strategies and exploring new approaches to engage and support all students.
Manage classroom activities	4.2.1 Demonstrate the capacity to organise classroom activities and provide clear directions.	4.2.2 Establish and maintain orderly and workable routines to create an environment where student time is spent on learning tasks.	4.2.3 Model and share with colleagues a flexible repertoire of strategies for classroom management to ensure all students are engaged in purposeful activities.	4.2.4 Initiate strategies and lead colleagues to implement effective classroom management and promote student responsibility for learning.
Manage challenging behaviour	4.3.1 Demonstrate knowledge of practical approaches to manage challenging behaviour.	4.3.2 Manage challenging behaviour by establishing and negotiating clear expectations with students and address discipline issues promptly, fairly and respectfully.	4.3.3 Develop and share with colleagues a flexible repertoire of behaviour management strategies using expert knowledge and workplace experience.	4.3.4 Lead and implement behaviour management initiatives to assist colleagues to broaden their range of strategies.

Maintain student safety	4.4.1 Describe strategies that support students' wellbeing and safety working within school and/or system, curriculum and legislative requirements.	4.4.2 Ensure students' wellbeing and safety within school by implementing school and/or system, curriculum and legislative requirements.	4.4.3 Initiate and take responsibility for implementing current school and/or system, curriculum and legislative requirements to ensure student well-being and safety.	4.4.4 Evaluate the effectiveness of student well-being policies and safe working practices using current school and/or system, curriculum and legislative requirements and assist colleagues to update their practices.
Use ICT safely, responsibly and ethically	4.5.1 Demonstrate an understanding of the relevant issues and the strategies available to support the safe, responsible and ethical use of ICT in learning and teaching.	4.5.2 Incorporate strategies to promote the safe, responsible and ethical use of ICT in learning and teaching.	4.5.3 Model, and support colleagues to develop, strategies to promote the safe, responsible and ethical use of ICT in learning and teaching.	4.5.4 Review or implement new policies and strategies to ensure the safe, responsible and ethical use of ICT in learning and teaching.

Standard 5 -assess, provide feedback and report on student learning

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Assess student learning	5.1.1 Demonstrate understanding of assessment strategies including, informal and formal, diagnostic, formative and summative approaches to assess student learning.	5.1.2 Develop, select and use informal and formal, diagnostic, formative and summative assessment strategies to assess student learning	5.1.3 Develop and apply a comprehensive range of assessment strategies to diagnose learning needs, comply with curriculum requirements and support colleagues to evaluate the effectiveness of their approaches to assessment.	5.1.4 Evaluate school assessment policies and strategies to support colleagues with: using assessment data to diagnose learning needs, complying with curriculum, system and/or school assessment requirements and using a range of assessment strategies.
Provide feedback to students on their learning	5.2.1 Demonstrate an understanding of the purpose of providing timely and appropriate feedback to students about their learning	5.2.2 Provide timely, effective and appropriate feedback to students about their achievement relative to their learning goals.	5.2.3 Select from an effective range of strategies to provide targeted feedback based on informed and timely judgements of each student's current needs in order to progress learning.	5.2.4 Model exemplary practice and initiate programs to support colleagues in applying a range of timely, effective and appropriate feedback strategies.

Make consistent and comparable Judgements	5.3.1 Demonstrate understanding of assessment moderation and its application to support consistent and comparable judgements of student learning.	5.3.2 Understand and participate in assessment moderation activities to support consistent and comparable judgements of student learning.	5.3.3 Organise assessment moderation activities that support consistent and comparable judgements of student learning.	5.3.4 Lead and evaluate moderation activities that ensure consistent and comparable judgements of student learning to meet curriculum and school or system requirements.
Interpret student Data	5.4.1 Demonstrate the capacity to interpret student assessment data to evaluate student learning and modify teaching practice.	5.4.2 Use student assessment data to analyse and evaluate student understanding of subject/ content, identifying interventions and modifying teaching practice.	5.4.3 Work with colleagues to use data from internal and external student assessments for evaluating learning and teaching, identifying interventions and modifying teaching practice.	5.4.4 Co-ordinate student performance and program evaluation using internal and external student assessment data to improve teaching practice.
Report on student achievement	5.5.1 Demonstrate understanding of a range of strategies for reporting to students and parents/carers and the purpose of keeping accurate and reliable records of student achievement.	5.5.2 Report clearly, accurately and respectfully to students and parents/ carers about student achievement making use of accurate and reliable records.	5.5.3 Work with colleagues to construct accurate, informative and timely reports to students and parents/carers about student learning and achievement.	5.5.4 Evaluate and revise reporting and accountability mechanisms in the school to meet the needs of students, parents/carers and colleagues.

Standard 6 - engage in professional learning

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Identify and plan professional learning needs	6.1.1 Demonstrate an understanding of the role of the National Professional Standards for Teachers in Identifying Professional learning needs.	6.1.2 Use the National Professional Standards for Teachers and advice from colleagues to identify and plan professional learning needs.	6.1.3 Analyse the National Professional Standards for Teachers to plan personal professional development goals, support colleagues to identify and achieve personal development goals and pre-service teachers to improve classroom practice.	6.1.4 Use comprehensive knowledge of the National Professional Standards for Teachers to plan and lead the development of professional learning policies and programs that address the professional learning needs of colleagues and pre-service teachers.

Engage in professional learning and improve practice	6.2.1 Understand the relevant and appropriate sources of professional learning for teachers.	6.2.2 Participate in learning to update knowledge and practice, targeted to professional needs and school and/or system priorities.	6.2.3 Plan for professional learning by accessing and critiquing relevant research, engage in high quality targeted opportunities to improve practice and offer quality placements for pre-service teachers where applicable.	6.2.4 Initiate collaborative relationships to expand professional learning opportunities, engage in research, and provide quality opportunities and placements for pre-service teachers.
Engage with colleagues and improve practice	6.3.1 Seek and apply Constructive feedback from supervisors and teachers to improve teaching practices.	6.3.2 Contribute to collegial discussions and apply constructive feedback from colleagues to improve professional knowledge and practice.	6.3.3 Initiate and engage in professional discussions with colleagues in a range of forums to evaluate practice directed at improving professional knowledge and practice, and the educational outcomes of students.	6.3.4 Implement Professional dialogue within the school or professional learning network(s) that is informed by feedback, analysis of current research and practice to improve the educational outcomes of students.
Apply professional Learning and improve student learning	6.4.1 Demonstrate an understanding of the rationale for Continued Professional learning and the implications for improved student learning.	6.4.2 Undertake professional learning programs designed to address identified student learning needs.	6.4.3 Engage with colleagues to evaluate the effectiveness of teacher professional learning activities to address student learning needs.	6.4.4 Advocate for, participate in and lead strategies to support high-quality professional learning opportunities for colleagues that focus on improved student learning.

Standard 7 - engage professionally with colleagues, parents/carers and the community

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Meet professional ethics and responsibilities	7.1.1 Understand and apply the key Principles described in codes of ethics and conduct for the teaching profession.	7.1.2 Meet codes of ethics and conduct established by regulatory authorities, systems and schools.	7.1.3 Maintain high ethical standards and support colleagues to interpret codes of ethics and exercise sound judgement in all school and community contexts.	7.1.4 Model exemplary ethical behaviour and exercise informed judgements in all professional dealings with students, colleagues and the community.

Comply with legislative, administrative and organisational requirements	7.2.1 Understand the relevant legislative, administrative and Organisational polices and processes required for teachers according to school stage.	7.2.2 Understand the implications of and comply with relevant legislative, administrative and organisational and professional requirements, polices and processes.	7.2.3 Support colleagues to review and interpret legislative, administrative, and organisational requirements, policies and processes.	7.2.4 Initiate, develop and implement relevant policies and processes to support colleagues' compliance with and understanding of existing and new legislative, administrative, organisational and professional responsibilities.
Engage with the parents/carers	7.3.1 Understand strategies for working effectively, sensitively and confidentially with parents/carers.	7.3.2 Establish and maintain respectful collaborative relationships with parents/carers regarding their children's learning and well-being.	7.3.3 Demonstrate responsiveness in all communications with parents/carers about their children's learning and well-being.	7.3.4 Identify, initiate and build on opportunities that engage parents/carers in both the progress of their children's learning and in the educational priorities of the school.
Engage with Professional teaching networks and broader communities	7.4.1 Understand the role of external professionals and community representatives in broadening teachers' professional knowledge and practice.	7.4.2 Participate in professional and community networks and forums to broaden knowledge and improve practice.	7.4.3 Contribute to professional networks and associations and build productive links with the wider community to improve teaching and learning.	7.4.4 Take a leadership role in professional and community networks and support the involvement of colleagues in external learning opportunities.

N. CONSTANT, *Chief Commissioner*
D. SLOAN, *Commissioner*
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