

## **CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Training.

(No. IRC 2042 of 2008)

Before The Honourable Justice Walton, Vice-President

19 February 2009

### **AWARD**

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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 "Alternate Mode Course" means a course of teacher training other than a course completed by full time study with a higher education institution.
- 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 "Casual Teacher" means a teacher engaged on an hourly or daily rate of pay in the Teaching Service.
- 2.6 "Conditionally Trained Teacher (C)" means a teacher whose approval to teach is conditional upon completion of additional educational requirements prescribed by the Director-General.
- 2.7 "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.
- 2.8 "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.
- 2.9 "Department" means the Department of Education and Training.
- 2.10 "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.
- 2.11 "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.
- 2.12 "Director-General" means the Director-General of Education and Training.

- 2.13 "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.
- 2.14 "District" means a group of schools.
- 2.15 "District Guidance Officer" means an officer appointed as such in a school district(s) or a group of schools who is responsible to the Director-General or nominee for the guidance service within the district(s) or group of schools.
- 2.16 "Education Officer" means an officer appointed as such, provided that for appointment the officer shall have an appropriate degree from a higher education institution or other qualifications and experience which the Director-General determines as satisfying requirements.
- 2.17 "Employee" means a person employed in a classification covered by this award by the Director-General or delegate under the provisions of the Teaching Service Act on a permanent or temporary basis.
- 2.18 "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.
- 2.19 "Equivalent" when referring to qualifications means those qualifications deemed by the Director-General to be equivalent to specified qualifications.
- 2.20 "Federation" means the New South Wales Teachers Federation.
- 2.21 "Five Year Trained Teacher (5YT)" means a teacher who has obtained a degree and teaching qualifications from a higher education institution which together require a minimum of five years full time study. Any period of training in excess of that normally required to complete such a course shall not be deemed to be a training period for the purposes of any other definition.
- 2.22 "Four Year Trained Teacher (4YT)" means a teacher who has:
- 2.22.1 obtained a degree from a higher education institution and has, in addition, satisfactorily completed a teacher education qualification of at least one year's duration at a higher education institution; or
  - 2.22.2 completed a four year teacher education degree from a higher education institution; or
  - 2.22.3 completed such other course(s) which the Director-General determines as satisfying requirements for classification as a teacher.
- 2.23 "General Secretary" means the General Secretary of the Federation.
- 2.24 "Graduate" means a person who has obtained a degree from a higher education institution or possesses qualifications determined by the Director-General to be equivalent to such a degree.
- 2.25 "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.
- 2.26 "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:

- 2.26.1 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.
- 2.26.2 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.
- 2.26.3 Head teacher (administration) is responsible for assigned duties associated with the general administration of the school.
- 2.27 "Higher Education Institution" means a university or other tertiary institution recognised by the Director-General which offers degrees, diplomas or teacher education courses.
- 2.28 "Home School Liaison Officer" means a person or teacher who has been temporarily appointed to the position of home school liaison officer.
- 2.29 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the Industrial Relations Act 1996.
- 2.30 "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.
- 2.31 "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.
- 2.32 "Parties" means the Department and the Federation.
- 2.33 "Period" means, in a high or central school, a 40 minute teaching period.
- 2.34 "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.
- 2.35 "Residential Agricultural High School" means a school classified as such by the Director-General.
- 2.36 "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.
- 2.37 "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.
- 2.38 "Schools for Specific Purposes" (SSPs) for the purpose of the award are schools which are classified as such by the Director-General and are established under the Education Act 1990 to provide education for students with disabilities as listed in subclause 2.48.
- 2.39 "Senior Assistant" means a two or three year trained teacher who has been classified as a senior assistant on or before 1 January 1973 and who is employed in a school providing secondary education.
- 2.40 "Service" means continuous service, unless otherwise specified in the award.
- 2.41 "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).

- 2.42 "Teacher" means a person or officer employed permanently or temporarily in a full time or part time teaching position under the provisions of the Teaching Service Act 1980 and appointed to a school. Unless otherwise specified in the award, a teacher shall include a school teacher in training.
- 2.43 "Teacher in Charge (Schools)" means a teacher in charge of a centre not designated as a school determined by the Director-General where a principal is not appointed.
- 2.44 "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.
- 2.45 "Teacher in Training (Schools)" means a graduate recruited to train as a teacher through an alternate mode course.
- 2.46 "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:
- 2.46.1 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
- 2.46.2 students in: an early childhood intervention program (EC); hospital schools, Royal Far West School, Stewart House (W); and community care programs (CT).
- 2.47 "Teaching Service Act" means the Teaching Service Act 1980.
- 2.48 "TAFE" means the New South Wales Technical and Further Education Commission.
- 2.49 "Temporary Teacher" means a person employed 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.
- 2.50 "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 1980.
- 2.51 "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 Director-General determines as satisfying requirements for classification as a teacher.
- 2.52 "Two Year Trained Teacher (2YT) or Three Year Trained Teacher (3YT)" means a teacher who has satisfactorily completed a prescribed course of teacher education of two or three years duration respectively at a higher education institution, or such other course or courses which the Director-General determines as satisfying requirements for classification as a school teacher.
- 2.53 "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.
- 2.54 "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

- 3.1 Salaries and rates of pay shall be paid in accordance with this clause and Schedules 1, 4, 5, 6 and 7 and will be increased by 4.4% from the first pay period commencing on or after 1 January 2009, by 3.8% from the first pay period commencing on or after 1 January 2010 and by 3.8% from the first pay period commencing on or after 1 January 2011.

- 3.2 Allowances under this award will be increased by 4.4% from the first pay period commencing on or after 1 January 2009, by 3.8% from the first pay period commencing on or after 1 January 2010 and by 3.8% from the first pay period commencing on or after 1 January 2011.
- 3.3 Subject to the provisions of the Teaching Service Act 1980 and the regulations made thereunder and to satisfy the conditions prescribed by this award, the salaries of the following officers and temporary employees are set out in Schedules 1, 4, 5 and 6.

Classification	Schedule
Teachers, education officers, home school liaison officers, Aboriginal student liaison officers, counsellors	Schedule 1
Promotion classifications in schools and non school based Teaching Service classifications salary scales.	Schedule 4

- 3.4 Except as otherwise provided under the Department's salary packaging scheme as set out in clause 8, Salary Packaging, employees in Schedules 1, 4, 5 and 6 must be paid at an annual salary level not less than that for the appropriate classification.
- 3.5 Minimum salaries on commencement of employment and maximum salaries under the common incremental salary scale in Schedule 1 are set out in the table below:

Classification	Minimum starting salary (new step)	Maximum salary (new step)
2YT school teachers	Step 2	Step 13
3YT school teachers	Step 3	Step 13
4YT school teachers	Step 5	Step 13
5YT school teachers	Step 6	Step 13
C2YT school teachers	Step 2	Step 6
C3YT school teachers	Step 3	Step 6
C4YT school teachers	Step 5	Step 9
C5YT school teachers	Step 6	Step 9
Education officers and Aboriginal student liaison officers:		
Non graduates	Step 3	Step 13
Graduates without teacher training	Step 4	Step 13
Graduates with teacher training	Step 5	Step 13
Graduates with five years of training	Step 6	Step 13
Teachers in training	Step 1	Step 1

NOTE: Conditionally trained teachers (C) remain on first step of the appropriate incremental scale for the first two years of service, before progressing to the appropriate maximum step by annual increments.

- 3.6 Subject to clause 6, Salary Progression and Maintenance, clause 21, Calculation of Service officers and temporary employees shall progress without change to their incremental date by way of annual increments to Step 13 on the common incremental salary scale as set out in Schedule 1.
- 3.7 Two and three year trained school teachers may vary their incremental date and rate of progression if they satisfy conditions contained in subclauses 3.8, 3.9, 3.10 and 3.11 of this clause.
- 3.8 A two year trained teacher who successfully completes studies which satisfy requirements for a three year teacher education degree or diploma shall progress to that step on the common incremental salary scale that the teacher could have achieved had the teacher entered the Teaching Service as a three year trained teacher. Subject to clause 6, Salary Progression and Maintenance, these teachers shall then progress along the common incremental salary scale on the anniversary of the first day of the month following the successful completion of the required study.
- 3.9 A two year trained teacher who successfully completes one year of full time recognised degree level study or its equivalent shall be paid a double increment with retention of normal incremental date. On

reaching Step 9 of the common incremental salary scale, such a teacher shall be deemed a three year trained teacher and, subject to clause 6, Salary Progression and Maintenance may progress by annual increments to the top step of the common incremental salary scale.

3.10 A three year trained teacher who successfully completes one year of full time recognised degree level study or its equivalent shall progress one increment on the common incremental salary scale, effective from the first day of the month following the successful completion of the required study.

3.11 A three year trained teacher who completes:

3.11.1 a graduate diploma of at least one year of full time study or its part time equivalent; or

3.11.2 part of a degree course or an equivalent course of study as determined by the Director-General which results in the teacher having attained an academic standard equivalent to that of a four year trained teacher,

shall progress to the step on the common incremental salary scale that the teacher could have achieved had the teacher entered the Teaching Service as a four year trained teacher. The salary progression shall be effective from the first day of the month following the successful completion of the required study.

3.12 In relation to promotions classifications in schools, the following shall apply:

3.12.1 The position of principal in a primary school shall be classified as follows:

Classification of Principal	Student Enrolments
PP6	1 - 25
PP5	26 - 159
PP4	160 - 300
PP3	301 - 450
PP2	451 - 700
PP1	701+

3.12.2 Principals shall only be appointed to hospital schools when specifically approved by the Director-General.

3.12.3 Promotions positions in schools for specific purposes shall receive the same salary as applicable to similar positions in primary schools. Provided that, in determining the principal's salary, the school student enrolment numbers shall be notionally determined by multiplying the permanent full time teaching staff by 30. Teaching staff for this purpose does not include employees, including the principal, who are not required to undertake face to face teaching duties.

3.12.4 The salary payable to principals of stand alone distance education centres shall be equivalent to those paid to principals of primary schools. Provided that to determine the student enrolment numbers for the purpose of determining the classification of a principal of a stand alone distance education centre, the actual number of each category of student shall be multiplied by the following factors to determine notional student numbers:

Category of Student	Factor
Primary students	2.14
Secondary students - integrated	2.46
Secondary students - stand alone	1.8
Students at the Open High School, each unit of study per student	6 x 1.89
Pre-school students	1.38
Students with disabilities	2.7

3.12.5 The position of principal in a central school shall be classified as follows:

Classification of Principal	Student Enrolments
PC4	26 - 159
PC3	160 - 300
PC2	301 - 450
PC1	451+

3.12.6 The position of principal in a high school shall be classified as follows:

Classification of Principal	Student Enrolments
PH2	1 - 900
PH1	More than 900

3.13 Where the actual enrolment used to determine the classification of a principal's position in subclause 3.14 either increases or decreases so that the principal's position would be reclassified, then the variation in the principal's classification shall not be effected until the enrolment is such that it has fallen within the new student enrolment band for a period of two consecutive years.

#### **4. Deduction of Union Membership Fees**

- 4.1 The union shall 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 shall 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 shall 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 shall 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 shall 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 shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

#### **5. Allowances**

- 5.1 Allowances shall be paid in accordance with this clause and Schedules 2 and 3. Allowances in terms of Schedule 2 shall 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 required by the Director-General to have a Health Education Certificate.
- 5.2.5 Teachers other than the principal appointed to teach classes of students with disabilities.
- 5.2.6 Principals of schools designated by the Director-General as schools for specific purposes.
- 5.2.7 The Principal of Stewart House.
- 5.2.8 The Assistant Principal of Stewart House.
- 5.2.9 The deputy principal (primary) or assistant principal of a central school.
- 5.3 In demonstration schools to:
  - 5.3.1 principals -
    - class PP1;
    - class PP2;
  - 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 shall 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 Director-General.
- 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 Director-General by the work performed and results achieved, the aptitude, abilities and qualities warranting such payment shall receive an additional payment as set out in Schedule 2 and, after a further twelve months, an additional allowance of the same amount.
- 5.8 Locality and related allowances shall be paid as set out in Schedule 3.

### **6. Salary Progression and Maintenance**

- 6.1 An officer shall be entitled to progress along or be maintained on the common incremental salary scale or the salary level for a promotions position after each 12 months of service subject to the officer demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth. Salary progression may also occur in accordance with the provisions of subclauses 3.7, 3.8, 3.9, 3.10 and 3.11 of clause 3, Salaries.
- 6.2 A temporary teacher shall be entitled to progress along or be maintained on the common incremental salary scale subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.
- 6.3 A temporary teacher relieving in a PP6 or Principal - Environmental Education Centre or Hospital School or Grade 1 position under clause 24, Relief in PP6 or Principal - Environmental Education Centre or Hospital School or Grade 1 Grade One Positions, shall be entitled to be maintained at that salary level subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.

### **7. Teacher Quality**

- 7.1 To provide feedback on an officer or temporary employee's performance each officer or temporary employee's principal, supervisor or nominee shall ensure that the teacher's performance is appraised by annual review. This appraisal implemented from the beginning of term four, 2000 for school teachers and in 2005 for non school based teaching service staff continues in force as follows:
- 7.1.1 The officer or temporary employee's principal, supervisor or nominee shall be responsible for annually reviewing the performance and development of the officer or temporary employee undertaking their work.
- 7.1.2 For teachers in schools (including temporary teachers) this annual review shall be supported by:
- (i) conferences between the school teacher and the principal, or nominee;
  - (ii) observations of educational programs;
  - (iii) review of documentation such as lesson planning, lesson material and student work, plans, evaluations and reports, as appropriate;
- 7.1.3 In implementing the annual review the principal (or nominee) shall take into account the following:
- (i) the level of experience of the teacher (so that less experienced teachers are given greater attention); and
  - (ii) the particular circumstances of the school.
- 7.1.4 For non school based teaching service staff (including temporary staff) this annual review shall be supported by:
- (i) conferences between the non school based teaching service officer and the regional director, state office director or school education director (or nominee);
  - (ii) observations of work programs;

- (iii) review of documentation, as appropriate.

7.1.5 In implementing the annual review the regional director, state office director or school education director (or nominee) will take into account the following:

- (i) the level of experience of the non school based teaching service officer (so that less experienced officers are given greater attention); and
- (ii) the particular circumstances of the workplace.

7.1.6 The annual review for teachers shall be reported by way of the teacher assessment review schedule implemented under the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award 327 I.G.582.

7.1.7 The annual review for non school based teaching service staff shall be reported by way of the teacher assessment and review schedule contained in the Department's Memorandum DN/05/00223, Non School Based Education Teaching Service Officer Assessment and Review Schedule.

7.1.8 An Executive Assessment and Review Schedule will be established to provide for the annual assessment and review of deputy principals, assistant principals and head teachers for implementation in 2009.

7.1.9 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement date of the award relevant to annual review of teacher performance.

## **8. Salary Packaging**

8.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedules 1, 4, 5 and 6 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 shall 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 The initial appointment of all officers shall be for a minimum probationary period of one year. Confirmation of an officer's permanent appointment shall depend on completion of a satisfactory annual review pursuant to clause 6, Salary Progression and Maintenance and in the case of teachers, upon satisfactory completion of teacher training requirements.
- 9.2 All initial appointments shall be on the basis of merit.

### **10. Teaching in More Than One Location**

- 10.1 Teachers may be programmed to teach in more than one location including TAFE.
- 10.1.1 Where this occurs there shall be full consultation with the affected teacher or teachers, including sufficient notice and any specific needs of the affected teacher or teachers shall 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 or at TAFE shall be entitled to the travel compensation provisions at Part B of Schedule 7, Excess Travel and Compensation for Travel on Official Business.
- 10.1.3 If, by agreement, teachers teach after 5.30pm in a TAFE location they shall receive the monetary equivalent of the time credit provided for TAFE teachers, that is payment at a rate of 1.25 times the hourly rate for the teacher so engaged. The formula for calculating the hourly rate of the teacher shall be:

$$\frac{\text{Annual Salary}}{260.8929} \times \frac{5}{30} \times \frac{1}{30}$$

### **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 shall be determined in accordance with the provisions of Schedule 7 - Excess Travel and Compensation for Travel on Official Business.

### **13. Assessment and Reporting and Quality of Educational Outcomes**

- 13.1 The following shall be implemented:
- 13.1.1 the Basic Skills Tests;
- 13.1.2 English Literacy and Language Assessment tests;
- 13.1.3 annual school reports and associated school self-evaluation and improvement programs;

- 13.1.4 school development policy;
  - 13.1.5 the School Certificate and the Higher School Certificate;
  - 13.1.6 Secondary Numeracy Assessment Program; and
  - 13.1.7 Computing Skills Assessment Years 6 and 10.
- 13.2 These shall 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 Performance Management**

- 14.1 The revised Teacher Improvement Program procedures will be implemented.

#### **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 shall have core hours sufficient to operate an eight by 40 minute period timetable per day (or its equivalent).
- 15.3 A principal shall 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 shall not unreasonably refuse to teach classes at this time.
- 15.6 Provided that the overall hours of duty of the school teacher shall not be exceeded, a teacher timetabled in accordance with this clause and working beyond the core timetable hours shall 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 shall 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 clause 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 shall 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 shall 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 2.30.
- 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 shall 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 shall not be exceeded.
- 17.2 A teacher commencing or finishing duty before or after the required attendance for the core hours at the school, shall 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 Director-General 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 shall 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 arising from proposals under the National Schools Network.

### **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 shall be entitled to the travel compensation and excess travel provisions of Part A of Schedule 7, 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 shall be determined by the Director-General.
- 20.2 The Director-General shall 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 shall 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 Director-General 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, Calculation of Service and the temporary teacher demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth, a temporary teacher shall be entitled to be maintained on the salary level for a promotions position or to progress to the next step of the common incremental salary scale in Schedule 1 following the completion of:
- 22.4.1 203 days of service as a temporary teacher irrespective of breaks in that service; or
  - 22.4.2 an appointment, full time, for a full school year.

### **23. Casual Teachers**

- 23.1 The rates of pay for casual teachers are set out in Schedule 5, Table 1 and Table 2.
- 23.2 The daily hours of engagement for a casual teacher, which shall be worked continuously, shall 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 shall 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 shall 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 shall be entitled to receive payment for one half of one day's pay at the appropriate rate in Schedule 5, 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 203 of 1987, Maternity and Adoption Leave or its successor, are not affected.

- 23.7 On completing 203 days of casual teacher service, irrespective of breaks in that service, a casual teacher shall progress to the next daily rate of pay pursuant to their classification contained in Schedule 5, Table 1 and Table 2.

#### **24. Relief in PP6 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 PP6 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 in excess of ten days shall be paid the daily rate equivalent as set out in Schedule 5, Table 3; and
- 24.1.2 a temporary teacher relieving in a PP6 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 shall be paid the salary of the position on a pro rata basis.
- 24.2 Where a PP6 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 PP6 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 Director-General shall schedule each year two days during school time for the purpose of system and school training and development.
- 25.2 The Director-General shall approve additional periods during school time for training and development of staff in some system priorities.
- 25.3 The Director-General shall 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 Director-General 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 Director-General shall:
- 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 Director-General shall establish appropriate retraining courses of appropriate content and duration.

#### **27. Duties as Directed**

- 27.1 The Director-General 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 Director-General 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 Director-General pursuant to subclauses 27.1 and 27.2 shall be consistent with the Director-General's responsibility to provide a safe and healthy working environment.

### **28. School Certificate Tests Supervision**

- 28.1 The parties agree that secondary teachers may decide to provide the additional examination supervision of the School Certificate tests or for the school to employ outside personnel to provide the additional examination supervision. Additional examination supervision is defined as supervisory requirements over and above entitlements provided by the Board of Studies.
- 28.2 Schools conducting School Certificate tests shall receive the funding required for the payment of additional examination supervisors of the tests based on the rates of pay and number of additional examination supervisors required as promulgated by the Office of the Board of Studies.
- 28.3 Teaching staff in those schools can choose at a meeting convened by the principal and Federation representative whether the school wishes to employ outside personnel as additional examination supervisors of the tests or whether teaching staff might provide the additional supervision of the tests.
- 28.4 In the event that teaching staff decide to undertake the additional supervision of the tests, the funding provided for the additional supervision of the tests will be retained for use by the school for educational purposes as determined at the meeting(s) in subclause 28.3 of this clause.

### **29. Other Part Time Rates of Pay**

- 29.1 Part time rates of pay in schools shall be paid in terms of Schedule 6.

### **30. Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions**

- 30.1 Special conditions covering home school liaison officers and Aboriginal student liaison officers are set out in Schedule 8.

### **31. Teachers in Residential Agricultural High Schools - Special Conditions**

- 31.1 Special conditions covering teachers at residential agricultural high schools are set out in Schedule 9.

### **32. Dispute Resolution Procedures**

- 32.1 Subject to the provisions of the Industrial Relations Act 1996, the following procedures shall apply:
- 32.1.1 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 shall raise the matter with the appropriate principal or supervisor as soon as practicable.
- 32.1.2 The principal or supervisor shall 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.
- 32.1.3 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 School Education Director or at the regional level, with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.

32.1.4 Where the procedures in paragraph 32.1.3 do not lead to resolution of the dispute, the matter shall be referred to the Deputy Director-General Workforce Management and Systems Improvement of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

32.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

### 33. No Further Claims

33.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2011, there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award subject to the following:

33.1.1 Either party may make claims with respect to the matters prescribed in clause 36 Leave Reserved and may seek to have those matters arbitrated by the Industrial Relations Commission.

### 34. Anti-Discrimination

34.1 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.

34.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 32, 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 shall 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.

34.3 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.

34.4 Nothing in this clause is to be taken to affect:

34.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

34.4.2 offering or providing junior rates of pay to persons under 21 years of age;

34.4.3 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

34.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

34.5 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.

### 35. Occupational Health & Safety

35.1 For the purposes of this clause, the following definitions shall apply:

35.1.1 A "labour hire business" is a businesses (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

- 35.1.2 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.
- 35.2 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 shall do the following (either directly, or through the agency of the labour hire or contract business):
- 35.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 35.2.2 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.
- 35.2.3 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
- 35.2.4 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.
- 35.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

### **36. Leave Reserved**

- 36.1 Either party may make application to the Industrial Relations Commission during the nominal term of the award with respect to:
- 36.1.1 implementing changes to reward high quality teaching; and
- 36.1.2 vary clause 13, Assessment and Reporting and Quality of Educational Outcomes to address matters arising from the Federal Government's national testing agenda.

### **37. Area, Incidence and Duration**

- 37.1 This award covers all teachers and related employees of the Department, the classifications of which are set out in Schedules 1, 4, 5 and 6. This award does not cover teachers and related employees of TAFE, chief education officers (schools), institute managers, and teachers employed at the Saturday School of Community Languages, the National Art School, the Adult Migrant English Service, TAFE Children's Centres and Bradfield College.
- 37.2 This award has been reviewed in accordance with section 19 of the Industrial Relations Act, 1996 and replaces the Crown Employees (Teachers in Schools and Employees) Salaries and Conditions Award 2006 published 30 June 2006 (359 I.G. 1114) and all variations thereof.
- 37.3 This award shall commence on and from 1 January 2009 and remain in force until 31 December 2011.

## **SCHEDULE 1**

### **Common Incremental Salary Scale**

The following salary scale applies to: teachers; education officers; home school liaison officers; Aboriginal student liaison officers and counsellors.

Current salary steps	Per annum \$		
	Salary From the first pay period to commence on or after 1.1.2009	Salary From the first pay period to commence on or after 1.1.2010	Salary From the first pay period to commence on or after 1.1.2011
Increase	4.4%	3.8%	3.8%
Step 13	78,667	81,656	84,759
Step 12	71,769	74,496	77,327
Step 11	69,047	71,671	74,394
Step 10	66,332	68,853	71,469
Step 9	63,614	66,031	68,540
Step 8	60,898	63,212	65,614
Step 7	58,178	60,389	62,684
Step 6	55,458	57,565	59,752
Step 5	52,745	54,749	56,829
Step 4	50,026	51,927	53,900
Step 3	47,563	49,370	51,246
Step 2	44,590	46,284	48,043
Step 1	40,909	42,464	44,078

## SCHEDULE 2

### Allowances

Schools	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
Increase	4.4%	3.8%	3.8%
Home School Liaison Officer and Aboriginal Student Liaison Officer	2,310	2,398	2,489
Teacher in Charge	3,578	3,714	3,855
Year Adviser	3,173	3,294	3,419
Teachers with Health Education Certificate	1,142	1,185	1,230
Teachers other than the principal of classes of students with disabilities	2,028	2,105	2,185
Principals, schools for specific purposes	2,644	2,744	2,848
Principal of Stewart House	13,479	13,991	14,523
Assistant Principal of Stewart House	8,928	9,267	9,619
In a central school - DP (Primary), AP	1,608	1,669	1,732
Demonstration Schools:			
Principal			
Class PP1	2,333	2,422	2,514
Class PP2	2,070	2,149	2,231
Other promotion positions	1,813	1,882	1,954
Trained Teacher	1,472	1,528	1,586
Demonstration lessons:			
Teachers in schools required to take demonstration lessons:			

per lesson	41.51	43.09	44.73
In other schools:			
per half hour lesson	50.21	52.12	54.10
per 40 min. lesson	66.92	69.46	72.10
Maximum per annum	3,780	3,924	4,073
Residential Agricultural High Schools:			
Rostered supervision teachers	8,928	9,267	9,619
Head Teacher (Welfare) residential supervision allowance	1,487	1,544	1,603
Teacher in charge of residential supervision allowance	1,529	1,587	1,647
Principal on call and special responsibilities allowance	13,479	13,991	14,523
Deputy Principal on call and special responsibilities allowance	12,179	12,642	13,122
Supervisor of female students			
Up to 200 students	1,592	1,652	1,715
201-400 students	2,562	2,659	2,760
More than 400 students	3,173	3,294	3,419
Education Officers:			
Non Graduate			
Year 2	4,098	4,254	4,416
Year 1	4,098	4,254	4,416
Graduate			
Year 2	3,201	3,323	3,449
Year 1	3,201	3,323	3,449

### SCHEDULE 3

#### 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 Director-General 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 shall include a teacher and their spouse or a person whom the Director-General 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:

From the first pay period to commence on or after 1.1.2009	From the first pay period to commence on or after 1.1.2010	From the first pay period to commence on or after 1.1.2011
\$	\$	\$
28	29	30

1.1.7 "School" shall include any school, branch, annex, centre or other establishment to which a teacher is appointed.

1.1.8 "Single teacher" means and shall 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 Director-General; provided, however, that transport costs shall 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, Wyallda, Ashford and Bonshaw, shall 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, shall 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 Director-General to take into account any special circumstances.

2.4 Allowances under subclauses 2.1 and 2.2 are as follows:

Subclause No.	Climatic Allowances	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
		Per annum \$		
Increase		4.4%	3.8%	3.8%
2.1	Teacher without dependent partner	1,090	1,131	1,174
	Teacher with dependent partner	1,288	1,337	1,388
2.2	Teacher without dependent partner	551	572	594
	Teacher with dependent partner*	735	763	792

\* 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 shall be paid the following allowances -

Group	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per annum \$		
Increase	4.4%	3.8%	3.8%
1	3,580	3,716	3,857
2	3,221	3,343	3,470
3	2,861	2,970	3,083
4	2,506	2,601	2,700
5	2,146	2,228	2,313
6	1,792	1,860	1,931
7	1,433	1,487	1,544
8	1,076	1,117	1,159
9	721	748	776
10	358	372	386

3.2 A teacher with a dependent partner shall 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 shall be paid the following additional allowances -

Group	1st Dependent child		
	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per annum \$		
Increase	4.4%	3.8%	3.8%
Group 1	428	444	461
Group 2	374	388	403
Group 3	316	328	340
Group 4	260	270	280
Groups 5 and 6	207	215	223

Group	2nd and subsequent dependent child		
	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per annum \$		
Increase	4.4%	3.8%	3.8%
Group 1	288	299	310
Group 2	237	246	255
Group 3	177	184	191
Group 4	125	130	135
Groups 5 and 6	67	70	73

#### 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 shall be paid the following allowances -

Group	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
		Per annum \$	
Increase	4.4%	3.8%	3.8%
Groups 1, 2 and 3	1,924	1,997	2,073
Groups 4, 5 and 6	965	1,002	1,040

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

5.1 A teacher, when proceeding on vacation leave, shall 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 Director-General considers it to be warranted.

Provided always that the provisions of paragraphs 5.1.1, 5.1.2 and 5.1.3 shall 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 shall 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 shall 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 shall not require the approval of the Director-General.
- 5.3 For the purposes of subclause 5.2, the amount of overnight expenses are as follows:

From the first pay period to commence on or after 1.1.2009	From the first pay period to commence on or after 1.1.2010	From the first pay period to commence on or after 1.1.2011
\$	\$	\$
34	35	36

#### **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 shall be paid to that teacher upon written application made to the Director-General.
- 6.2.1 A teacher shall 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 Director-General, the additional travel and accommodation costs reasonably and actually incurred shall be paid to the teacher.
- 6.3 A teacher who claims payment of reimbursable expenses shall provide such evidence in substantiation of the claim as the Director-General may reasonably require.
- 6.4 The Director-General shall 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 shall, 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 shall be brought to credit as

against the Director-General's liability for the same. If any such sum shall be recovered subsequently to payment by the Director-General of reimbursable expense to a teacher, that teacher shall make an appropriate repayment. The Director-General shall 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 Director-General 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 Director-General shall 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 1.1.2009	From the first pay period to commence on or after 1.1.2010	From the first pay period to commence on or after 1.1.2011
\$	\$	\$
28	29	30

6.6.2 If a teacher fails to comply with a requirement made by the Director-General under this subclause, such teacher shall 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 shall not be debited against any sick leave credit to which that teacher is entitled. Provided that this clause shall be without prejudice to the right of the Director-General 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 Director-General shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 2002 published 21 March 2003 (338 I.G. 837) as varied, or its successor, the teacher shall 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 shall be established for the purpose of -
- 8.1.1 investigating all matters in dispute and reporting and making recommendations thereon to the Director-General 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 shall -
- 8.2.1 consist of an equal number of representatives nominated by the Director-General and the Federation;
  - 8.2.2 elect its own chairperson, who shall 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 (11) Clare Pooncarie	Enngonia Tibooburra	Goodooga CS Wanaaring	Louth Weilmoringle	Marra Creek White Cliffs
Group 2 (11) Baryulgil Hatfield	Booligal Hill End	Boomi Ivanhoe	Bullarah Menindee	Ellerston Wilcannia CS
Group 3 (12) Bylong Upper Lightning Ridge Rowena	Cabramurra Mingoola	Carinda Moonan Flat	Corinella Nowendoc	Jerangle Quambone
Group 4 (25) Bellbrook Drake Kingstown Palinyewah Wongwibinda	Blackville Ebor Mallawa Reid's Flat Wooli	Carrathool Fairfax Mungindi Tullibigeal Wyaliba	Collarenebri Garah Naradhan Tulloona Yarrowitch	Croppa Creek Hermidale Niangala Wollar
Group 5 (40) Bigga Cassilis Eumungerie	Bonalbo Chandler Girilambone	Bribbaree Dundurrabin Glen Alice	Burruga Elands Glenreagh	Burren Junction Euabalong West Gwabegar

Hargraves Millbank Pyramul Sofala Trunkey	Jackadgery North Star Rankins Springs Spring Ridge Windeyer	Jugiong Nymboida Rollands Plains Tabulam Yetman	Mallan Old Bonalbo Rosewood Tambar Springs	Mayrung Premer Rugby Tooraweenah
Group 6 (33) Ballimore Bonshaw Deepwater Hernani Mullaley Talbingo  Walgett Community College HS & PS	Bedgerabong Brewarrina CS Emmaville Humula Pallamallawa Toomelah  Wattle Flat	Bellata Bundarra Five Mile Tree Lansdowne Upper Rand Tottenham  Wimmimah	Belltrees Caragabal Goolma Long Flat Rouchel Ulong	Bendemeer Conargo Grevillia Medlow Stuart Town Wambangalang EEC
Group 7 (58) Ashford Bobin Cargo Ellangowan Khancoban Moulamein Nana Glen Rappville Tooleybuc Upper Coopers Creek	Barkers Vale Bogan Gate Coolongolook Euchareena Lake Cargelligo Mullengandra Orama Savernake Towamba Willawarrin Woolomin	Ben Lomond Bungwahl Copmanhurst Gravesend Lowanna Mumbil Pilliga Somerton Tucabia Urbenville Walhallow	Bendick Murrell Bunnaloo Dalgety Greenethorpe Mallanganee Mummulgum Pleasant Hills Tallimba Tullamore Woolbrook Wyangala Dam	Balranald Burcher Dungowan Hannam Vale Mangoplah Murringo Quandialla Tarcutta Ulan Walbundrie Weethalle
Group 8 (79) Afterlee Beckom Boree Creek Cabbage Tree Island Curlewis Dunoon Goolgowi Jiggi Larnook Matong Murrami Peak Hill Rye Park Trundle Wiangaree Whitton	Ando Bemboka Bourke HS & PS Carroll  Currabubula Errowanbang Gooloogong Johns River Lowsdale Mendooran Nabiac Risk, The Stockinbingal Tumbarumba HS & PS Wyndham	Ardlethan Binalong Brocklesby Collins Creek  Delegate Eurongilly Gulargambone Koorawatha Lue Moonbi Nangus Rookhurst Stratheden Tuntable Creek Woodenbong	Attunga Binya Burrumbuttock Comboyne  Dorrroughby EEC Euston Illabo Krambach Lyndhurst Moorland Nimbin Rosebank Telegraph Point Tyalgum Whian Whian	Balldale Blighty Byabarra Cowper  Duri Ganmain Iluka Ladysmith Manifold Mount George Nundle Rukenvale Tingha Wakool Woodstock
Group 9 (68) Ariah Park Brungle Coffee Camp Coutts Crossing Eureka Ilford Mandurama Mitchells Island Newbridge Oxley Island Quaama	Bald Blair Burringbar Collingullie Darlington Pt Gerogery Jennings Manildra Moteagle Nimmitabel Pacific Palms Red Range	Barellan Channon, The Collombatti Rail Delungra Geurie Kentucky Marrar Mullion Creek Numeralla Pocket, The Rock Central, The	Barmedman Clergate Coolah Eltham Grong Grong Kootingal Merriwa Murrurundi Oaklands Pomona Sandy Hollow	Blandford Clunes Coramba Eungai Gum Flat Maimuru Milbrulong Neville Orara Upper Pottsville Beach Spring Hill

Stratford Uranquinty Wombat	Thalgarrah EEC Walla Walla Wongarbon	Timbumburi Wallabadah Woodford Dale	Ulmarra Wallenbeen	Urana Wardell
Group 10 (116) Adaminaby Berridale Black Mountain Bombala HS & PS Candelo Central Tilba Coolamon Corindi Cundleton Dunedoo CS Fernleigh	Adelong Bexhill Blakebrook Bonville Caniaba Chatsworth Island Coomella HS Crescent Head Dareton Durrumbul Fingal Head	Barham HS & PS Bibbenluke Bodalla Borenore Carcoar Chillingham Cooperook Crowdy Head Dorrigo HS & PS Empire Vale Ghinni Ghinni	Barrington Bingara Boggabilla CS Bournda EEC Carool Cobar HS & PS Coorabell Crystal Creek Doubtful Creek Eugowra Gilgai	Batlow Binnaway Boggabri Broadwater Cascade EEC Coleambally Coraki Cumnock Duranbah Farrer MAHS Gladstone
Goolmangar Howlong Karangi Lansdowne Main Arm Upper Mogo Old Bar Spring Terrace Tathra Wee Waa HS & PS Wyrallah	Goonengerry Huntingdon Kellys Plains Lawrence Martindale Nanima Pearces Creek Stokers Siding Terranora Wentworth  Yenda	Harrington Jerilderie Kendall Leeville Mathoura Nemingha Repton Stuarts Point Teven-Tintenbar Willow Tree  Yeoval	Hérons Creek Jindabyne Kinchela Lennox Head Millthorpe Nyngan HS & PS Rous Table Top Tinonee Wilsons Creek  Yerong Creek	Hillston Jindera Laggan Lockhart Modanville Smithtown Scotts Head Tanja Warren CS Woodburn

#### SCHEDULE 4

##### Salaries - Promotion Classifications in the Teaching Service

Classification	Salary from the first pay period to commence on or after 1.1.2009*	Salary from the first pay period to commence on or after 1.1.2010	Salary from the first pay period to commence on or after 1.1.2011
Schools	Per annum \$		
Increase	4.4%	3.8%	3.8%
High School Principal			
Grade 1 (PH1)	135,204	140,342	145,675
Grade 2 (PH2)	129,540	134,463	139,573
Central School Principals			
PC1	127,675	132,527	137,563
PC2	117,735	122,209	126,853
PC3	112,966	117,259	121,715
PC4	109,175	113,324	117,630
Primary School Principal			
PP1	126,438	131,243	136,230
PP2	116,595	121,026	125,625
PP3	111,870	116,121	120,534
PP4	108,119	112,228	116,493
PP5	105,703	109,720	113,889
PP6	90,532	93,972	97,543
Principal - Environmental Education Centre or Hospital School Grade 2	105,703	109,720	113,889
Principal - Environmental Education Centre or Hospital School Grade 1	90,532	93,972	97,543

High School Deputy Principal Deputy Principal (Secondary) Central School	105,703	109,720	113,889
Primary School Deputy Principal Deputy Principal (Primary) Central School	105,703	109,720	113,889
Assistant Principal Primary School Assistant Principal Central School	90,532	93,972	97,543
Head Teacher High School Head Teacher Central School District Guidance Officer	90,532	93,972	97,543
Senior Assistant in Schools	80,712	83,779	86,963

Classification	Salary from the first pay period to commence on or after 1.1.2009	Salary from the first pay period to commence on or after 1.1.2010	Salary from the first pay period to commence on or after 1.1.2011
Non-school Based Teaching Service Classifications Salary Scales	Per annum \$		
Increase	4.4%	3.8%	3.8%
Principal Education Officer	117,869	122,348	126,997
Senior Education Officer Class 2	106,231	110,268	114,458
Senior Education Officer Class 1			
Year 3	98,014	101,739	105,605
Year 2	94,275	97,857	101,576
Year 1	90,532	93,972	97,543

**SCHEDULE 5**

**Rates of Pay - Casual Teachers**

**Table 1**

Trained Teachers	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per day \$		
Increase	4.4%	3.8%	3.8%
4YT Steps			
4	314.99	326.96	339.38
3	300.92	312.35	324.22
2**	286.86	297.76	309.07
1	272.81	283.18	293.94
3YT Steps			
5	300.92	312.35	324.22
4	286.86	297.76	309.07
3	272.81	283.18	293.94
2	258.76	268.59	278.80
1	246.00	255.35	265.05
2YT Steps			
4	272.81	283.18	293.94
3	258.76	268.59	278.80
2	246.00	255.35	265.05
1	230.62	239.38	248.48

\*\* 5YT trained casual school teachers commence on step 2, 4YT rates of pay

**Table 2**

Conditionally Trained Teachers	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per day \$		
Increase	4.4%	3.8%	3.8%
C (5YT) Steps			
4	314.99	326.96	339.38
3	300.92	312.35	324.22
Y1-2	286.86	297.76	309.07
C (4YT) Steps			
4	300.92	312.35	324.22
3	286.86	297.76	309.07
Y1-2	272.81	283.18	293.94
C (3YT) Steps			
4	272.81	283.18	293.94
3	258.76	268.59	278.80
Y1-2	246.00	255.35	265.05
C (2YT) Steps			
3	246.00	255.35	265.05
Y1-2	230.62	239.38	248.48

In the case of casual teachers relieving in positions of PP6 or as a principal - environmental education centre or hospital school Grade 1, subject to satisfying the requirements, the daily rate of pay shall be as follows:

**Table 3**

	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per day \$		
Increase	4.4%	3.8%	3.8%
Casual PP6, Principal - Environmental Education Centre or Hospital School Grade 1	468.27	486.86	504.53

## SCHEDULE 6

### Other Part time Rate of Pay

Classification	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per day \$		
Increase	4.4%	3.8%	3.8%
Teacher in Charge	20.59	21.37	22.18
Demonstration Schools	8.53	8.85	9.19
Teachers of classes of students with disabilities	11.66	12.10	12.56

	Per hour \$		
Needlework/Craft Teacher	36.72	38.12	39.57

## SCHEDULE 7

### 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 shall 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 shall 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 shall 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 shall be paid for excess time occupied in travelling, subject to:

3.1.1 There shall 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 shall be disregarded.

3.1.3 Travelling time shall 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 shall 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 shall 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 shall 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 the eleventh step of the common incremental salary scale set out in Schedule 1, shall be paid travelling time calculated at the rate applicable to the abovementioned eleventh step.

#### 4. Payment for Excess Travel -

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

4.1.1 up to 8,000 km per annum - 73.6 cents per km;

4.1.2 over 8,000 km per annum - 26.1 cents per km.

Provided that these rates shall be adjusted pursuant to the Crown Employees (Public Service Conditions of Employment 2002) Award published 21 March 2003 (338 I.G. 837) as varied, or its successor as amended from time to time or in accordance with the rates as approved from time to time by the Director General of 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, shall 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 shall 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 shall 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

- 4.5 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall 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 shall 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 shall 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 Director-General 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), Support Teachers Learning Difficulties (STLD's), 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, shall be considered by the Department for private motor vehicle usage by casual teachers who relieve in a position as identified in subclause 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, shall 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, GREAT appeals and hearings.
    - 6.3 The rate paid is that specified at clause 9 of this schedule.
  7. Payment of 2601 Cc Or More Motor Vehicle Rate -
    - 7.1 Where the teacher's normal duties are performed within the Sydney Region (as defined by the Department of Planning) the maximum per kilometre rate payable shall be the 1601 to 2600 cc rate.

- 7.2 Where the official travel, in whole or in part, is outside the Sydney Region, consideration shall be given to payment of the 2601 cc or more rate in respect of a vehicle with an engine capacity of 2601 cc or more. Such consideration shall be related to the total annual distance travelled by the teacher on official business, the terrain and other factors advanced by the teacher as relevant.
- 7.3 Provided that the provisions of subclauses 7.1 and 7.2 above shall not apply to teachers who have an existing approval for payment of the previous above 2700 cc rate arising from clause 4 (b) (i) of Industrial Agreement 7036 of 1983.

8. Daily Deduction -

- 8.1 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 shall 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.

- 8.2 Provided that when the above deduction in subclause 8.1 has been effected, the teacher shall add to the number of kilometres claimed the kilometres shown in the following schedule:

Home to Headquarters(One Way)	Add
Kilometres	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

- 8.3 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall not be paid.
- 8.4 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 shall be made for such travel.
- 8.5 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.

- 8.6 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 shall 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.
- 8.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites.
- 8.8 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.

9. Official Business and Casual Rate -

Clause of Schedule which applies	Rate/Vehicle Engine Capacity	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate		
	1600 cc or less	58	23.2
	1601 - 2600 cc	69	27.6
	2601 cc or more	70.0	28
6	Casual Rate		
	1600 cc or less	23.2	
	1601- 2600 cc	27.6	
	2601 cc or more	28	

Provided that these rates shall be adjusted pursuant to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 published 10 March 2006 357 I.G. 1108 or its successor as amended from time to time or in accordance with the rates as approved from time to time by the Director-General of the Department of Premier and Cabinet.

## SCHEDULE 8

### 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 Director-General, have the appropriate qualifications to be employed as teachers shall 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 Director-General, have the appropriate qualifications and or experience to be appointed as Aboriginal student liaison officers shall 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 shall, subject to Sections 50 and 51 of the Teaching Service Act 1980, be temporarily appointed to a specified location and for a specified period determined by the Director-General.

Duties -

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

## Training -

5. Successful applicants for the position of home school liaison officer or Aboriginal student liaison officer shall, 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 Director-General.
6. Home school liaison officers and Aboriginal student liaison officers whose homes are 100kms or more from the training course centre shall 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, shall be reimbursed.

## Salaries -

## Home School Liaison Officers -

7. On temporary appointment as a home school liaison officer a teacher shall continue to receive their current substantive teaching salary and shall 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 shall 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 shall 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 1 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 shall not be paid for hours worked in excess of seven hours per day and no compensatory leave shall be allowed for evening, Saturday or Sunday work. In addition, no compensation shall 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 shall receive:
  - 10.1 an allowance as provided for in paragraph 4.2.1 of clause 5, Allowances, and Schedule 2; 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 shall 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 Director-General.

## Hours and Conditions -

11. Subject to the special conditions contained in this schedule, home school liaison officers and Aboriginal student liaison officers shall 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, shall 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 shall be required to work beyond these normal hours on weekdays and to work on weekends.
13. Annual recreation leave shall 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 shall 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 shall, on completion of the period of the appointment, be eligible and required to transfer to a teaching position.
17. A person other than an officer appointed as a home school liaison officer shall, on completion of the period of their appointment, be appointed, pursuant to Section 47 of the Teaching Service Act as a permanent teacher. Provided that if the person holds a Teachers Certificate this permanent appointment shall not be probationary as provided for in Section 48 of the Teaching Service Act. Provided further that all persons appointed as home school liaison officers shall be given a permanent appointment as a teacher as provided for above in priority to all other persons on any teacher employment waiting list. Provided always that the home school liaison officer may elect to accept a temporary appointment as a teacher.

## Aboriginal Student Liaison Officers -

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

**SCHEDULE 9**

## 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, shall prepare detailed information on the duties of teachers and the conditions of employment in the school. This information shall include rostered duty requirements, residential requirements and other information that shall assist both new appointments and teachers who may be transferred to the school by the Director-General.
- 1.2 All new teachers at the schools shall be supplied with a copy of this information before accepting appointment to the school.

2. All new vacant positions shall be deemed to be special fitness positions, provided that the Director-General shall 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 shall 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 shall 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 shall 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 shall, as he or she considers appropriate, give priority to employing trained teachers.

7. There shall be two head teachers (welfare) appointed to each school on the basis of special fitness.
8. The duties of the head teachers (welfare) shall 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 shall be appointed by the principal (consistent with subclause 2.46 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 2.
10. Educational programs shall 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, shall 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 shall 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 shall 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, shall determine the most appropriate staffing roster.

- 11.4 The size and composition of rostered duty teams shall 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 shall be provided with free meals at the school for the duration of their rostered duty.
  - 11.6 Staff on rostered duty shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall remain on-site. All other members of the duty team rostered on any day shall, however, remain on call.
    - 12.4 Teachers who are absent on leave for one term or more shall 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 shall 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 shall be entitled to be paid.
  13. An additional allowance based on the average rate for a rostered duty shall 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 shall commence from 3.00pm on the day preceding the commencement of school until 7.00am the next day.
  14. The head teacher (welfare) shall 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 2.
  15. Teacher trained library supervisors shall be remunerated at an hourly casual teacher rate. The hourly casual teacher rate shall 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 Shall 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 shall 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 shall be provided with free board and lodging, including laundry and utilities.
18. All teachers in other accommodation (including executive staff) shall be required to clean their accommodation and undertake their own laundry and pay appropriate rental where payment of rental presently applies.

M. J. WALTON J, *Vice-President*

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