



STAFF APPOINTMENTS

Attachment A – General Terms and Conditions

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1. PAYMENT OF SALARY

Salary will be paid on a fortnightly (2 weeks) basis, on Thursdays. Pay advice slips will be provided to you in respect of each payment. Payment will be made into a bank account of your choice.

2. SUPERANNUATION

The Association for Christian Education (“ACE” or “the Association”) makes quarterly superannuation contributions for eligible employees to a fund nominated by the employee, under the Federal *Superannuation Guarantee (Administration) Act 1992*. The minimum level of superannuation contribution for employees is 9.5% of the employee’s base earnings.

3. NOTICE PERIODS

Unless you are employed in a casual, temporary position, or a teaching position, either party is required to give seven weeks’ notice to the other party to terminate this agreement.

In the case of the termination of the service of a teacher a minimum of seven weeks’ notice by either party is required to take effect from the close of College business at the end of the school term. The maximum notice period required is one school term.

Failure to give the required notice shall make that party liable to forfeiture of or payment to the other party of an amount equivalent to seven weeks’ pay or an amount equivalent to that period of notice not given or served.

The notice period requirements may be waived whole or in part by mutual agreement.

The contract of service of a temporary employee shall be terminable at any time by either party giving not less than one weeks’ notice, except in the case of continuous service exceeding one year, where the notice period of seven weeks is required.

The engagement of relief teachers shall be by the day or half day and where the period exceeds five consecutive days the notice shall be one day. Where the employment is for five consecutive days or less the engagement shall be considered to be a specific period and notice shall not be required.

The engagement of non-teaching casual staff shall be by the hour (with a minimum of two hours) and where the period exceeds five consecutive days the notice shall be one day. Where the employment is for five



consecutive days or less the engagement shall be considered to be a specific period and notice shall not be required.

ACE retains the right to dismiss summarily any teacher, employee or casual employee for serious misconduct or failure to rectify any breach of this employment contract, where so notified by ACE, in which case salary shall be paid up to the time of dismissal only.

4. ANNUAL LEAVE

Full-time and part-time employees are entitled each year to paid annual leave determined by the number of hours they are ordinarily required to work in a four week period. For administration and technical officers and general duties staff, a maximum total period of four weeks leave (twenty working days) may be accrued and taken on accrual. This leave is cumulative if not taken in the year in which it first accrues. ACE does not allow employees to carry forward more than two years annual leave accrual. Under law, staff are required to take annual leave and cash payment in lieu options are limited.

Teaching Staff and Education Assistants are entitled to up to twelve weeks depending on the hours worked in the year.

Annual leave loading is not a minimum condition of employment. For those employees covered by a Collective Agreement, an allowance of 17.5%, calculated on a maximum of four weeks' base salary, is added to the pro-rata leave entitlement.

Administration and Technical Officers and General Duties Staff may take annual leave by agreement with the Chief Executive Officer or the Principal as appropriate, at any time during the year. As far as practicable the Chief Executive Officer/Principal will endeavour to accommodate your preference for taking leave.

The Association Office closes during the Christmas period. This period will form a portion of annual leave for administration team staff.

Except in the case of dismissal for serious misconduct or gross neglect of duty, where an employee's services are terminated prior to the completion of any period of twelve months' continuous service, staff shall be entitled to payment of pro-rata annual leave on termination. In the case of an employee who is summarily dismissed, pro-rata annual leave on termination is not payable.

Casual employees are not entitled to this benefit.



5. LONG SERVICE LEAVE

Long Service Leave (LSL) is an entitlement provided for ACE employees under the various EBAs and in these General Terms and Conditions.

5.1 Teaching Staff

Employees are entitled to 1.25 weeks of paid LSL per year once eight years of continuous service have been achieved (where eight years is the 'service period') for the first service period with ACE, up to 31 December 2007. For each subsequent period of 8 years, staff shall be entitled to 1.86 weeks per year.

5.2 Non-Teaching Staff

With effect from 1 January 2013, Long Service Leave is accrued at the rate of 1.25 weeks per year. The service period is eight years. For each subsequent period of 8 years, staff shall be entitled to 1.86 weeks per year.

5.3 All Staff

Pro-rata long service leave is paid if the employee resigns or is dismissed, (except for misconduct) after seven years' service. Employees are required to take their leave as soon as practical after the service period anniversary date, and every subsequent anniversary date, upon agreement with their supervisor. The full LSL entitlement provided under these Terms and Conditions should be taken. Long Service Leave periods of less than ten weeks must be agreed to in writing by the CEO and leave periods of less than one week will not generally be agreed to unless there is a compelling reason for such leave. Where the leave is broken into more than one part, all of the leave due should be taken in a twelve month period. Staff are not entitled to take LSL before the service period anniversary date.

The salary paid during the LSL period is calculated on the pro-rata hours worked throughout the Service Period and periods of leave without pay in excess of two weeks affect the calculation of the anniversary date.

6. BEREAVEMENT AND SPECIAL LEAVE

All employees are entitled to up to two days paid bereavement leave on the death of a spouse, child or step child, parent or step parent or any other person, who immediately before that person's death, lived with the employee as a member of the employee's family.

If requested, reasonable proof of the death and the relationship between the employee and the deceased must be provided to ACE.



With effect from 1 January 2013, an employee may apply for Special Leave in circumstances where no other arrangements can be reasonably made and the employee's absence arises under pressing necessity. Such paid leave is granted at the discretion of the Principal or CEO, and will not usually be granted for periods in excess of three days.

Casual employees are entitled to bereavement leave. They are not entitled to special leave.

7. SICK LEAVE

Full-time and part-time employees are entitled to a maximum of twelve days sick leave per year, which accrues weekly on a pro-rata basis in accordance with hours worked. Sick leave entitlements are cumulative from year to year. Where the accrued sick leave is insufficient, leave without pay will be granted. Sick leave is not to be used for employees entitled to Workers' Compensation or where the injury or illness is the result of the employee's own misconduct.

Medical evidence in support of personal illness leave may be requested by the College. You may not be paid for any absence where you cannot produce a medical certificate so requested.

Casual employees are not entitled to this benefit.

8. CARER'S LEAVE

Full-time and part-time employees are entitled to use their entire sick leave entitlement per year as carer's leave when they are the primary care giver for a member of their family or household who is ill or injured.

Carer's leave does not accrue from year to year. Members of an employee's family are not restricted to those who reside with the employee. Family members may include a parent, grandparent, adult child or sibling. Carer's leave is debited to the employee's accrued sick leave.

Casual employees are not entitled to this benefit.

9. LEAVE WITHOUT PAY

Employees are entitled to apply for leave without pay for a maximum period of twelve months. The discretion for granting such leave in excess of two weeks remains with the CEO. Your supervisor may approve periods of less than two weeks at his/her discretion.



10. PUBLIC HOLIDAYS

You are entitled to those public holidays that are declared in the Western Australian Government Gazette as applying in this State generally.

You will receive no additional payment for work carried out on any public holiday on which you are required to work but you may take time in lieu, with the agreement of your supervisor.

11. PARENTAL LEAVE

In accordance with the *Minimum Conditions of Employment Act 1993*, you are entitled to parental leave after twelve months of continuous service. An employee who has completed twelve months service with ACE is entitled to fifty-two weeks unpaid parental leave following the birth or adoption of a child. Parents can share the leave as long as only one parent is taking leave at any one time, and the parent taking the leave is the primary care giver of the child for that period of leave. An employee is also entitled to take one week of parental leave at the same time as their spouse immediately after the birth or adoption of a child. Such leave is debited to the accrued sick leave for that employee.

A female employee is required to begin parental leave six weeks prior to her expected date of delivery unless she has a medical certificate stating that she is fit to continue to work. For operational reasons, the Principal or CEO may direct that an employee proceed on maternity leave six weeks before the expected delivery date.

On return to work the employee will be returned to the position they held in a permanent capacity immediately before starting parental leave. If this is not available they will be placed in a position that the employee is both qualified for and capable of performing and that is most comparable in status and pay to the former position. Six weeks' notice is required of any intention to return to work for all employees except teachers, from whom one term's notice is required.

ACE also pays a maternity allowance equivalent to six weeks' pay to female employees after two years continuous service.

Casual employees are not entitled to this benefit.

12. POLICIES AND PROCEDURES

You are required to abide by all policies and procedures as set by the Association and as amended, varied or introduced from time to time.



13. INABILITY TO ATTEND WORK

If you are unable to attend work for whatever reason, it is required, except in the most exceptional circumstances that you give your supervisor or the Chief Financial Officer notice as soon as possible of your inability to attend work.

14. DRUGS AND ALCOHOL

ACE has a strict policy with respect to drugs and alcohol. It will constitute grounds for your summary dismissal for misconduct if you are found to be in possession of illegal drugs or have consumed any, or under the influence of, alcohol during working hours.

15. SMOKING

ACE operates a “No Smoking” policy on its premises.

16. CONFIDENTIALITY

In the course of your employment with ACE you will receive and acquire confidential information, which is the property of ACE or which is protected under the Privacy Act.

You shall during and after your employment with ACE take all reasonable steps to keep confidential all information which is disclosed to or obtained by you as a result of your employment with ACE.

You shall not either during or after your employment with ACE, unless required by law:

- Disclose to any person confidential information relating to the business or affairs of ACE, its customers, students, and families, or associated businesses unless specifically authorised to do so by the Chief Executive Officer.
- Other than to the extent which is necessary to enable you to perform your duties:
 - Make extracts from, copy or duplicate or use confidential information;
 - Make adaptations of confidential information;
 - Make any notes, pro-forma documents, working papers or memoranda relating to any matter within the scope of the business of ACE/the College or concerning any of its dealings or affairs. All and any such extracts, copies, duplicates, adaptations, notes, pro-forma



documents, working papers or memoranda are to be returned to ACE prior to the termination of your employment with ACE.

17. COMPUTER SOFTWARE

ACE uses computer software under licence and that software may not be reproduced or copied by you in any way.

You are to use all software only in accordance with applicable licence agreements and you must not misuse the software or related documentation including the making, acquisition or use of unauthorised copies of the software.

18. RETURN OF COMPANY PROPERTY

Upon termination of your employment, you are required to deliver to the office all property including keys, equipment, mobile phones, books, documents, papers, materials and copies thereof which belong to ACE which may then be in your possession or under your control.

19. RESTRICTIVE COVENANT

During the term of your employment with the Association and for a period of one year thereafter, you must not either as a sole practitioner, partner, manager, employee, director, unit holder, trustee, or by any other entity in which you may at any time have any direct or indirect interest:

Induce or solicit any employee or agent of the Association or any of its schools/colleges or related companies to leave the employment or agency of the Association or such subsidiary or related company.

At no time before or after the termination of your employment shall you do anything which may harm or prejudice the reputation or good name of the Association or any of its subsidiaries or related companies or their employees or say or do anything in relation to the employees or clients of the Association or any of its subsidiaries or related companies adverse or prejudicial to or inconsistent with the policies of management of the Association.



20. USE OF WORK PRODUCT

Except as specifically set forth in writing and signed by both the employee and ACE, ACE shall have all copyright and patent rights with respect to all materials developed by the employee in the employ of ACE during working hours; or time paid for by ACE or; using ACE's resources. All such material so developed remains the sole property of ACE.

Similarly, any material prepared for ACE by an external source which has been purchased or granted to ACE is the sole property of ACE unless stated otherwise.

21. PRESENTATION

You should remember that to our clients, students and families you represent the Association. Therefore, at all times whilst on the Association premises, or attending functions or meetings away from the Association premises, it is expected that you will dress in business attire and conduct yourself in an appropriate manner.

You are required to display at all times the highest integrity and leadership in the performance of your duties. Your loyalty, support and commitment to ACE's business, Christian ethos and ethics must be evident at all times to your peers and fellow employees, ACE students and families.

22. GRIEVANCE PROCEDURE

ACE is committed to the ongoing task of creating an organisation that operates on Christian principles. One outworking of this will be a climate in which employees are encouraged to develop their skills and serve the Lord with energy and enthusiasm. While this is the aim we recognise that it is inevitable that conflicts and grievances will arise from time to time.

At any level an unresolved grievance is unhelpful and therefore resolving grievances is of benefit to ACE as well as the individual. An employee who wishes to resolve a grievance will do so according to the Staff Grievance Procedure model.



23. SPECIAL CONDITIONS

While employed by ACE, you are required to:

- a) Remain an active, committed, practising Christian and have an involvement with a Protestant Christian church.
- b) Lead a life which indicates commitment to the Protestant Christian faith as considered appropriate by the Board.
- c) On acceptance of these terms and conditions, and at any other time(s) as requested by the Board, provide a Federal Police Clearance, which is satisfactory to the Board. The cost of providing these clearances shall be met by you.
- d) Maintain, uphold and develop the distinctive reformational Christian ethos of the school and Association.
- e) Complete the Teaching Staff Declaration of Subscription on acceptance of these terms and conditions and at any other time(s) as requested by the Board.

24. JURY SERVICE

Attendance for jury service is paid without loss of earnings to the extent described by the *Juries Act 1957*.

You should please notify the ACE as soon as possible of the dates required to attend jury service. You will be required to give ACE proof of attendance for the duration of such attendance and the amount received for the jury service.

25. PERFORMANCE REVIEW

ACE has a firm commitment to performance evaluation of its personnel, whatever their category and level, through the medium of a formalized system. The primary purpose of such evaluation is to assist personnel in professional development and in achieving the goals of the Association. It is envisaged that a performance evaluation will be undertaken each semester. The performance review will be conducted by such persons as the board may in its sole discretion decide.



26. MEDIA COMMENT

Employees are not permitted to make any comment whatsoever regarding the affairs of ACE, the College, any student or employee of ACE, or the Board, to any television, radio or other media journalist without prior approval from the Board.

27. PROFESSIONAL DEVELOPMENT

Employees will participate in in-service and other professional development activities where directed by the Board and, whether or not so directed, ensure that you participate in a minimum of thirty hours of such activities each year.

Where directed by the Board to undertake professional development, ACE will meet the reasonable costs incurred by the Employee.